### TERREBONNE PARISH COUNCIL BUDGET AND FINANCE COMMITTEE

Ms. Arlanda Williams
Chairwoman
Ms. Christa DuplantisVice-Chairwoman

Prather
Mr. John Navy
Mr. Gerald Michel
Mr. Scotty Dryden
Mr. Darrin Guidry
Mr. Al Marmande
Mr. Dirk Guidry
Mr. Dirk Guidry

Mr. Steve Trosclair

Member clair



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

### **AGENDA**

March 20, 2017 5:40 PM

Parish Council Meeting Room

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

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

### **INVOCATION**

### PLEDGE OF ALLEGIANCE

### **CALL MEETING TO ORDER**

### **ROLL CALL**

- 1. Co-sponsorship request from Keep Terrebonne Beautiful's Bayou Cleanup, Saturday, March 25, 2017.
- 2. Co-sponsorship request from Louisiana Office of Community Development's LA SAFE (Louisiana's Strategic Adaptations for Future Environments) on March 28, 2017 at the Civic Center.
- **3.** Waiver of fees request from Vandebilt Catholic High for the use of the Houma-Terrebonne Civic Center for the graduation ceremony on May 20, 2017.
- **4.** RESOLUTION: Concurring with the recommendation of the Parish Administration to award Bid 16-RFB-GEN-66 (Re-Bid) for the purchase and installation of New/Unused Seals and Baskets for Unit 16 Air Preheater to the lowest qualified bidder, Plant-N-Power.
  - RESOLUTION: Authorizing the Parish President, Gordon E. Dove, to enter into an agreement with START

- 5. Corporation to partially fund the services and operations of the Veterans Shelter to be provided and staffed by START Corporation in the amount of \$15,000.
- 6. Consider the introduction of proposed ordinance to declare as surplus tax property adjudicated to the Terrebonne Parish Consolidated Government (2.5% interest) and to acquire authorization to dispose of said property in accordance with LAR.S. 47:2196 and calling a public hearing on April 12, 2017 at 6:30 p.m.
- 7. RESOLUTION: Authorizing renewal of the charitable gaming application for the Civic Center to remain a Commercial Lessor with the Louisiana State Charitable Gaming office for use of charitable gaming events scheduled between July 1, 2017 and June 30, 2018.
- **8.** CONSIDER THE INTRODUTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.
  - I. Generation Station Wind Hardening, \$88,400
  - II. Public Safety Fund-Houma Police, \$2,027 and calling a public hearing on said matter on April 10 at 6:30 pm
- 9. RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE ON BEHALF OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION TO PROVIDE FOR BUILDING PLAN REVIEW AND INSPECTIONS, AND TO PROVIDE FOR RELATED MATTERS. (The proposed resolution will authorize the Parish President to execute a Cooperative Endeavor Agreement with South Central Planning and Development Commission to provide building plan review and building inspections as it relates to the building permit review and approval process for a period of thirty (30) days in consideration for a portion of the building fees collected.)
- 10. CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET, AND 2017 BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.
  - I. Planning, \$401,487
  - II. Planning, add positions and calling a public hearing on said matter on April 12 at 6:30 pm
- 11. INTRODUCING AN ORDINANCE OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT COUNCIL AMENDING THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT CODE OF ORDINANCES BY AMENDING APPENDIX A OF CHAPTER 6, "BUILDINGS AND STRUCTURES" AND SECTION 9-37, "APPEALS AGAINST DENIAL OF VARIANCE BY THE REVIEWING AUTHORITY," FOUND IN CHAPTER 9, FLOOD DAMAGE PREVENTION, FOR THE PURPOSES OF RESTRUCTURING BUILDING CODE PLAN REVIEW AND INSPECTIONS FOR THE PARISH OF TERREBONNE, AMENDING THE REVIEW PROCESSES FOR THOSE SECTIONS AND CALLING A PUBLIC HEARING ON APRIL 12, 2017 AT 6:30 P.M. (The proposed amendments to the ordinance will establish the in-house administrative appeals process for those wishing to appeal permit review and inspection decisions.)
- 12. Adjourn

Category Number: Item Number:



Monday, March 20, 2017

Item Title: INVOCATION			
Item Summary: INVOCATION			

Category Number: Item Number:



Monday, March 20, 2017

**Item Title:** 

PLEDGE OF ALLEGIANCE

**Item Summary:** PLEDGE OF ALLEGIANCE

Category Number: Item Number: 1.



Monday, March 20, 2017

### **Item Title:**

Cosponsorship request - Keep Terrebonne Beautiful

### **Item Summary:**

Co-sponsorship request from Keep Terrebonne Beautiful's Bayou Cleanup, Saturday, March 25, 2017.

**ATTACHMENTS:** 

DescriptionUpload DateTypeCosponsorship request3/15/2017Application

Name of Applicant/Age Keep Terrebonne Beaut		ponsorship):
Brenda Leroux Babin (E		Capacity (if applicant is not an individual):
	Total Table of the Control of the Co	
Mailing Address:		
3202 Sharon StreetHo	uma, LA 70363	
Talankana Blausham		
Telephone Number:		
985-876-7947 (Home)	•	
E-Mail Address:		
beebabin@gmail.com		
Describe the reason for how such serves a publi	-	ip, the nature of the contemplated event and
		ou Cleanup where we are coordinating with other ferent bayous in Terrebonne Parish. We need
dumpsters to collect the t	rash after it is picke	ed-up. (See attached flyer for more information.)
Services Requested:		
Dumpsters at two location	is to collect trash a	Iter it is picked up.
	<u> </u>	
2-1	12-5	March 15,2017
Signature		Date
(TPCG USE ONLY)		
Date Received:	Signed:	

### Keep Terrebonne Beautiful's Bayou Cleanup

Saturday March 25, 2017

7-11am Registration and Cleanup
11am-2pm Celebration

### **Volunteers and Boats Needed**

All volunteers will check in at the location of their choice and cleanup a segment of a bayou. Downtown will host a kayak regatta to do the cleanup. All volunteers will receive a t-shirt and entrance to the after party celebration at each location or the Houma Downtown Marina. To register to volunteer or for more information call Brenda Babin at 873-0107 or check our website www.keepterrebonnebeautiful.org.

### Clean-up Locations:

- Bayou Dularge—Al's Shrimp Dock @ Falgout Canal Bridge
- Bayou Grand Caillou—125 Coast Guard Road
- Bayou Little Caillou—Old Little Caillou School
- Bayou Black—Houma Downtown Marina
- Bayou Terrebonne (Downtown)—Houma Downtown Magi

### **Partners and Sponsors:**

Terrebonne Advocates for Possibility
Houma Downtown Development Corporation
Bayou Dularge Fire Department
Dulac Community Center
VCHS Bass Fishing Team
Pelican Waste





Category Number: Item Number: 2.



Monday, March 20, 2017

### **Item Title:**

Cosponsorship request - La. Office of Community Development

### **Item Summary:**

Co-sponsorship request from Louisiana Office of Community Development's LA SAFE (Louisiana's Strategic Adaptations for Future Environments) on March 28, 2017 at the Civic Center.

### **ATTACHMENTS:**

DescriptionUpload DateTypeCosponsorship request3/15/2017Application

Name of Applicant/Agency (s	eeking co-sponsorship):
Louisiana Office of Communit	y Development
Name of Authorized Represe	ntative and Capacity (if applicant is not an individual):
Dakota K. Fisher, Resilience Pi	• • • • • • • • • • • • • • • • • • • •
*	
Mailing Address:	
1450 Poydras St. Suite 1440,	New Orleans, LA 70112
Telephone Number:	
504-556-9750	
E-Mail Address:	
dakota.fisher@la.gov	
how such serves a public purpose for the LA SAFE (Louisiana's Strategic Acadaptation planning process piloting in and prioritize programs that will help fa projects for Terrebonne Parish based or and develop policies that incentivize greater than the projects for the projects f	e: The proposed event for co-sponsorship is a public meeting daptations for Future Environments) process, a community-centered to coastal Louisiana parishes, including Terrebonne. The process will ident acilitate adaptation and support community needs; plan and prioritize in environmental risk factors, economic sense, and social/cultural benefits; bowth in higher ground, safer areas. LA SAFE is funded by a \$40M HUD Grant
to Louisiana Office of Community Devel	opment for parishes with unmet needs from Hurricane Isaac in 2012, with Louisiana and continued efforts to leverage and expand resources.
Services Requested:	
requested for a total value of \$600. Ren	ooms 1 & 2 of the Houma-Terrebonne Civic Center for March 28, 2017 is oftal of other necessary spaces and equipment for the March 28, 2017 Louisiana. Its that the Terrebonne Parish Council waive the requirement for submission of the Council waive the requirement for the Council waive t
(TDCC LISE ONLY)	
(TPCG USE ONLY) Date Received:	Signed:

### Venita Chauvin

From:

Leilani Adams

Sent:

Wednesday, March 15, 2017 11:10 AM

To:

Venita Chauvin

Subject:

FW: Co-Sponsorship Form

Attachments:

Co-Sponsorship Request for 03282017 Terrebonne Public Meeting.pdf

Can you please place this on whatever agenda it needs to be placed on?

Respectfully,

Leilani H. adams

Executive Secretary to Parish President Gordon E. Dove

Terrebonne Parish Consolidated Government

### •• PLEASE NOTE THE E-MAIL CHANGE ••

E-mail: ladams@tpcg.org

Office: 985-873-6401

Fax: 985-873-6409

Cell: 985-519-6110

8026 Main Street, 7th Floor

PO Box 2768

Houma, LA 70361







### Saltwater Fishing Capital of the World

From: Lauren Marschall [mailto:lmarschall@cpex.org]

Sent: Monday, March 13, 2017 2:58 PM

To: Leilani Adams

Subject: Re: Co-Sponsorship Form

Ms. Adams, attached please find the filled out co-sponsorship form we have discussed. Could you look it over and see if it looks correct to you before adding it to the council agenda? We want to have the best chance of approval possible.

Thank you,

Lauren LaFitte Marschall, AICP / Project Manager

Imarschall@cpex.org

Office: 225-267-6300 / Direct: 225-389-7197 100 Lafayette Street, Baton Rouge, Louisiana 70801

cpex.org

On Mon, Mar 6, 2017 at 4:40 PM, Lauren LaFitte Marschall <a href="marschall@cpex.org">lmarschall@cpex.org</a> wrote: Thank you. I will put that request to the council in the form.

Lauren

Sent from my phone

On Mar 6, 2017, at 4:13 PM, Leilani Adams < ladams@tpcg.org > wrote:

Yes ma'am.

Respectfully,

Leilani H. adams

Executive Secretary to Parish President Gordon E. Dove

Terrebonne Parish Consolidated Government

•• PLEASE NOTE THE E-MAIL CHANGE ••

E-mail: ladams@tpcg.org

Office: 985-873-6401

Fax. 985-873-6409

Cell: 985-519-6110

8026 Main Street, 7th Floor

PO Box 2768

Houma, LA 70361

<image001.jpg> <image002.jpg> <image003.jpg>

**Saltwater Fishing Capital of the World** 

From: Lauren Marschall [mailto:lmarschall@cpex.org]

Sent: Monday, March 06, 2017 4:00 PM

To: Leilani Adams

Subject: Re: Co-Sponsorship Form

Ms. Adams, I do have a question—I see on the form that all requests must be received 30 days prior to the event. The event we are requesting co-sponsorship of is on March 28, less than 30 days away. Do you think it is possible that the council could waive the 30 day requirement in this instance?

Thanks,

Lauren LaFitte Marschall, AICP / Project Manager |marschall@cpex.org

Office: 225-267-6300 / Direct: 225-389-7197 100 Lafayette Street, Baton Rouge, Louisiana 70801 cpex.org

On Mon, Mar 6, 2017 at 2:59 PM, Lauren Marschall <a href="marschall@cpex.org">lmarschall@cpex.org</a> wrote:

Thank you very much. I will get this filled out and back to you as soon as possible.

Lauren LaFitte Marschall, AICP / Project Manager |marschall@cpex.org

Office: 225-267-6300 / Direct: 225-389-7197 100 Lafayette Street, Baton Rouge, Louisiana 70801 cpex.org

On Mon, Mar 6, 2017 at 2:53 PM, Leilani Adams < ladams@tpcg.org > wrote:

Ms. Marschall:

Attached is the co-sponsorship form that needs to be filled out and returned to me no later than 9:00 AM on March 16<sup>th</sup>. Please let me know if you have any questions.

Respectfully,

Leilani H. adams

Executive Secretary to Parish President Gordon E. Dove

Terrebonne Parish Consolidated Government

### •• PLEASE NOTE THE E-MAIL CHANGE ••

E-mail: ladams@tpcg.org

Office: 985-873-6401

Fax: 985-873-6409

Cell: 985-519-6110

8026 Main Street, 7th Floor

PO Box 2768

Houma, LA 70361

<image001.jpg> <image002.jpg> <image003.jpg>

**Saltwater Fishing Capital of the World** 

Category Number: Item Number: 3.



Monday, March 20, 2017

### **Item Title:**

Request waiver of fees, VHS Graduation, Civic Center

### **Item Summary:**

Waiver of fees request from Vandebilt Catholic High for the use of the Houma-Terrebonne Civic Center for the graduation ceremony on May 20, 2017.

### **ATTACHMENTS:**

DescriptionUpload DateTypeLetter from VHS3/16/2017Cover Memo







February 2, 2017

Mr. Gordon Dove - Parish President P.O. Box 2768 Houma, LA 70361

Dear Mr. Dove,

On behalf of the Vandebilt Catholic High School community, I am writing to request a waiver of fees associated with the use of the Houma-Terrebonne Civic Center for our graduation ceremony on May 20, 2017. Vandebilt Catholic is an important part of the Terrebonne parish community, and would like to receive the same benefits given to other high schools in this area, which includes use of the civic center free of charge for graduation ceremonies.

Our goal for these graduates is to become future leaders of Terrebonne parish. Waiving these fees will enable Vandebilt Catholic to concentrate on other needs to provide young men and women with a holistic education that encourages community development and good citizenship.

Vandebilt Catholic has 167 seniors who will graduate this May. These students have helped the community with multiple programs, including Campus Ministry's annual Christmas project. This year our school adopted students from multiple classrooms at Legion Park Elementary School, providing them with toys, school supplies, and clothing for Christmas. They spent an entire day reading, crafting, and playing with the young students, and are proud to be a part of Terrebonne Parish.

Thank you, Mr. Dove, for your consideration of this request. I can be reached at the school at 985-580-1868. I am looking forward to hearing from your soon:

Sincerely,

Celebrating 50 Years

Approved Bon L Ed

David Boudreaux President

### Venita Chauvin

From:

Leilani Adams

Sent:

Thursday, March 16, 2017 1:42 PM

To:

Venita Chauvin

Subject:

Vanderbilt Graduation - Wavier of Fees

Attachments:

DOC031617.pdf

Venita,

Please add the attached item to the agenda for approval. I believe Budget and Finance is still open.

President Dove has approved this for council's approval.

Thank you!

Respectfully,

### Leilani H. adams

Executive Secretary to Parish President Gordon E. Dove

Terrebonne Parish Consolidated Government

### •• PLEASE NOTE THE E-MAIL CHANGE ••

E-mail. ladams@tpcg.org

Office: 985-873-6401

Fax: 985-873-6409

Cell. 985-519-6110

8026 Main Street, 7th Floor

PO Box 2768

Houma, LA 70361







Saltwater Fishing Capital of the World



Monday, March 20, 2017

### **Item Title:**

Bid 16-RFB-GEN-66 (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater

### **Item Summary:**

RESOLUTION: Concurring with the recommendation of the Parish Administration to award Bid 16-RFB-GEN-66 (Re-Bid) for the purchase and installation of New/Unused Seals and Baskets for Unit 16 Air Preheater to the lowest qualified bidder, Plant-N-Power.

### **ATTACHMENTS:**

Description	<b>Upload Date</b>	Type
Executive Summary	3/10/2017	Executive Summary
Resolution	3/10/2017	Resolution
Bid Documents and Support Material	3/10/2017	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: Bid 16-RFB-GEN-66 (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater

### PROJECT SUMMARY (200 WORDS OR LESS)

To Award the bid to Plant-N-Power for the purchase of seals and baskets for unit 16 air preheater at the Power Plant

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

New seals and baskets for unit 16 air preheater will increase efficiency of the boiler by using less fuel.

		ТО	TAL EXPENDITURE	
			\$210,000.00	
		AMOUNT SH	IOWN ABOVE IS: (CIRCLE	ONE)
		ACTUAL	E	STIMATED
	I	S PROJECTAL	READY BUDGETED: (CIRC	CLE ONE)
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$389,748.00

	COU	NCIL D	ISTRIC	CT(S) IN	IPACT	TED (CIR	CLE ONE	3)	**(**)
PARISHWIDE	1	2	3	4	5	6	7	8	9
	· //	)		AL THE STATE OF TH		_			
$\sim 100$	10/1	rida	_/			3-10	)-1	7	
	9 0		8		-				
Si	ignature					Dat	te		

OFFERED BY:
SECONDED BY:
RESOLUTION NO. <u>17-</u>
WHEREAS, on February 24, 2017 bids were received by the Terrebonne Parish Consolidated Government for Bid No. 16-RFB-GEN-66 (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater for the Electric Generation Division of the Utilities Department, and
<b>WHEREAS</b> , after careful by review the Purchasing Division, Cyr Leboeuf, Electric Generation Superintendent and Ernest Brown, Associate Utilities Director it has been determined that the bid submitted by Plant-N-Power is the lowest qualified bid in the amount of Two Hundred, Ten Thousand Dollars (\$210,000.00), and
<b>WHEREAS,</b> Parish Administration concurs with the recommendation to award the bid of Plant-N-Power for Bid 16-RFB-GEN-66 Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater as per attached documents, and
<b>NOW, THEREFORE BE IT RESOLVED</b> by Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved for the purchase of seals and baskets for unit 16, as per attached documents.
THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:
The Chairman declared this resolution adopted this day of
2017.

Printer Friendly Version: Bid Cover Sheet

Page 1 of 1

### **Bid Cover Sheet**

Bid Name: Bid 16-RFB-GEN-66 (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater

Bid(s) Received:

Bid Date:

02/24/2017

Bids Opened By:

Gina Bergeron

Plant N Power Bidder's Name: \$210,000.00 Check: Bond: 0.00

Award Bid To:

Amount:

.00

# **Purshasing Department Comments:**

the company taking exceptions to the Bond requirements specifications. If Plant-N-Power fails to meet the specifications, the bid of Paragon cannot be considered due to lowest bid. The file is being forwarded to the requesting division for review of compliance with the Plant-N-Power provided all the proper documentation as required by the "Instructions for Bidders" and is the

Purchasing Bid Form Listing > Maintenance Bid: '428'

Page 1 of 2

Purchasing Bid Form Listing	n Listing 🔍	TPCG Secure Login Gina Bergeron - gbergeron@tpcg.org
Purchasing Bio	Purchasing Bid Form Listing > Maintenance Bid: '428'	Main Menu Help Logout
<- Return to List	Approval Details	Printer Version
Bid Form Id:	428	
Bid Name:	Bid 16-RFB-GEN-66 (Re-Bid) Purchase and Installation	
* Bids Opened By:	Gina Bergeron	
* Department:	Utilities Department	
* Division:		
Bid Type:	Bid Cover Sheet	
Approval	1. Reviewer - approved on 03/02/2017 by purh03	
Sequence:	<ol> <li>Division Head - approved on 03/02/2017 by cleboeuf</li> <li>Department Head - approved on 03/03/2017 by ebrown</li> </ol>	
	<ol> <li>Chief Financial Officer - approved on 03/03/2017 by kmauldin</li> <li>Parish Manager - approved on 03/03/2017 by admin02</li> </ol>	
	<ol> <li>Parish President - approved on 03/09/2017 by gdove</li> <li>Purchasing Manager - approved on 03/09/2017 by purh03</li> </ol>	
* Date:   02/	02/24/2017 (mm/dd/yyyy)	
Related   Un	Unit 16 Air Preheater, removal/replace of all seals, cold side/hot sid	
Charge 30:	303-802-8915-06	
Estimated [280] Price:	280000.00	
Amount [.00		
Status: Co	Complete	
Comments: Plance cor	Plant-N-Power provided all the proper documentation as required by the "Instructions for Bidders and is the lowest bid. The file is being forwarded to the requesting division for review of compliance with the specifications. If Plant-N-Power fails to meet the specifications, the bid of Paragon cannot be considered due to the company taking exceptions to the Bond requirements.	e "Instructions for Bidders" on for review of ecifications, the bid of the Bond requirements.
Award Bid To:		
Award [.00		

Purchasing Bid Form Listing > Maintenance Bid: '428'

Page 2 of 2

\* Name: Plant N Power

\* Amount: 210000.00

\* Check: 0

\* Bond: 0.00

Remove Bidder Entry

Add New Bidder

## **Additional Departments**

Department
Division
ChargeAccount

Documents:

(purh05)

DOC030217.pdf - Added By Gina Bergeron

Bid Documents and Tabulations

Ediŧ

Delete

Add New Document

Denotes required fields.

Bid added by Gina Bergeron on 03/02/2017



# FROM CENTRAL AUCTION HOUSE

### Toggle navigation

- Home Central Bidding
- My CP
- Create New
- Create New Listing
- Create New Forward Auction
  Create New TPCG-MS
- Logout (tpcg)

Central Bidding Time: Fri February 24, 2017 2:09:45 PM GMT-6

Location: Pasadena > Texas

Name:

Email:

Zip code: Address:

Contact number:

Tex Simoneaux

> **USA** 

tex@plantnpower.com

2711 Lilac St

77503

2256446005

Official Company/Business Name: Plant-N-Power Services

Z

Are you registered with the State of Louisiana as a Disadvantaged Business Enterprise (DBE)?:

Is your company owned my a female?:

Z

Is your company owned by a minority?: Z

Louisiana Contractor ID#: 62533

NIGP Codes: (Commodity code categories) 82008 - Boilers, High Pressure

82014 - Boiler Parts and Accessories

(Not Otherwise Listed)

82042 - Controllers, Steam Boiler Automatic Conductivity

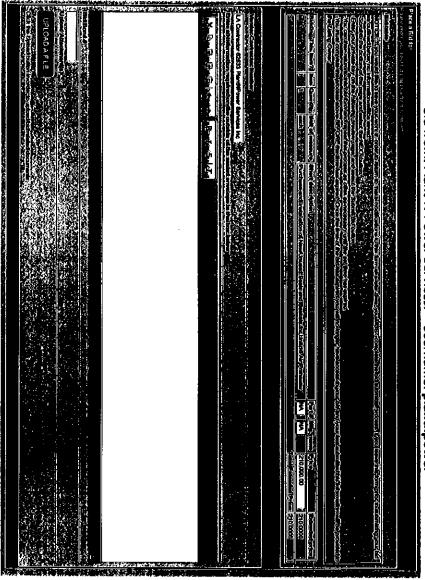
Where To?



https://www.centralauctionhouse.com/members/plantnpower.html

# Bid 16-RFB-GEN-66 Seals (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater

Bid from: Plant-N-Power Services. — Username: plantnpower



Central Bidding - Viewing Profile for Vendor <a href="https://www.centralauctionhouse.com/members/... Page 2 of 2

Renew/Upgrade Membersh





Central Auction House, LTD

# OFFICIAL BID FORM SECTION "A" (Must be completed and uploaded as an attachment with bid)

# Bid No. 16-RFB-GEN-66 (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater

Materials shall be delivered within twelve (12) weeks from "Notice of Award" and the awarded vendor shall have six (6) weeks for the field installation.

	SIGNATURE OF AUTHORIZED SIGNATORY BIDDER ** 12 STREET SIGNATURE OF AUTHORIZED SIGNATORY BIDDER: Vice President  DATE: February 23, 2017
	IN
	ADDRESS OF BIDDER: Main Office 2711 Lilac Pasadena Tx 77503
	NAME OF BIDDER: Plant N Power Services Inc
<b>李芸寺芸术李本寺寺寺寺寺寺寺</b>	<b>经验证证据的证据证据的证据证据证据证据证据证据证据证据证证证证证证证证证证证证证</b>
derstands the Bidding Bidding Documents or materials and supplies dated <i>February 2017</i>	The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) is familiar with the project site, and hereby proposes to provide all labor, equipment, materials and supplies as required in strict accordance with the Bidding Documents prepared by: <u>TPCG Purchasing Division</u> and dated <u>February 2017</u>

<sup>\*\*</sup> Signature Authorization. (If applicable) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)

Commercial - Search

Page 1 of 3

Tom Schedler

Secretary of State

State of Louisiana Secretary of State

COMMERCIAL DIVISION 225.925.4704

<u>Fax Numbers</u>
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

PLANT-N-POWER SERVICES, INC. OF DELAWARE Business Corporation (Non-Louisiana) WILMINGTON Active Name Type Status

**Previous Names** 

PLANT-N-POWER SERVICES, INC. OF DELAWARE

Registration Date: Charter Number: 1/13/2016 42134773F

Domicile Address

WILMINGTON, DE 19801

1209 ORANGE STREET

2711 LTLAC

Mailing Address

PASADENA, TX 77503

Principal Business Office 2711 LILAC

PASADENA, TX 77503

Registered Office in Louisiana

BATON ROUGE, LA 70816 3867 PLAZA TOWER DR.

Principal Business Establishment in Louisiana

2104 S. SOUTHLAND AVENUE

GONZALES, LA 70737

Status

Status: Active

Annual Report Status: In Good Standing

Qualified: 1/13/2016

Last Report Filed: N/A

Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent: CT CORPORATION SYSTEM

City, State, Zip: 3867 PLAZA TOWER DR. BATON ROUGE, LA 70816

Address 1:

Appointment Date:	1/13/2016
Officer(s)	Additional Officers: No
Officer:	JAMES W. ROGERS
Title:	Director, Officer
Address 1:	2589 ESCADA DRIVE
╢.	Ш
THE:	CTN/HIA DUBEK
Address 1:	2711 LTI AC
City, State, Zip:	PASADENA, TX 77503
Officer:	ARMANDO PENA
Title:	Vice-President
Address 1:	2711 LTLAC
City, State, Zip:	PASADENA, TX 77503
NAME OF THE PROPERTY OF THE PR	Test Storing Colors
E 2008 9	28.7
Officer:	
Title:	Director, Vice-President
Address 1:	900 N. MICHIGAN AVENUE
Address 2:	SUITE 1800
City, State, Zip:	CHICAGO, IL 60611
Officer:	GREGORY K. JONES
Title:	Director, Vice-President
Address 1:	900 N. MICHIGAN AVENUE
Address 2:	SUITE 1800
City, State, Zip:	CHICAGO, IL 60611
Officer:	GORDON L. NELSON, JR.
Title:	Director, Vice-President
Address 1:	27 MAIN STREET
Address 2:	2ND FLOOR
City, State, Zip:	CONCORD, MA 01742
Officer:	STEVEN L. RIST
Tide:	Secretary
Address 1:	4520 MAIN STREET
Address 2:	SUITE 1100
City, State, Zip:	KANSAS CITY, MO 64111
~ tt.	
Onicer:	DAVID W. ZALAZNICK
Titte:	DAVID W. ZALAZNICK Director

Commercial - Search

Page 3 of 3

Address 2: City, State, Zip:	Address 2: 33RD FLOOR City, State, Zip: NEW YORK, NY 10019
Officer:	ROBERT W. GROWNEY
Title:	Director
Address 1:	900 N. MICHIGAN AVENUE
Address 2:	SUITE 1800
City, State, Zip:	City, State, Zip: CHICAGO, IL 60611
Officer:	STEPHEN F. NATALI
Title:	Director
Address 1:	900 N. MICHIGAN AVENUE
Address 2:	SUITE 1800
City, State, Zip:	City, State, Zip: CHICAGO, IL 60611

### Amendments on File No Amendments on file

Print



# PLANT-N-POWER SERVICES, INC

February 21, 2017

Utilities Department P.O. Box 2768 Houma, LA 70361 Cyr LeBoeuf Utility Supervisor, Electric Generation Terrebonne Parish Consolidated Government

RE: Unit 16 boiler Ljungstrom APH Rebuild (PNP#17-2102-1ts)

Ms. Cyr

Thank you for giving Plant-N-Power Services the opportunity to participate with the rebuild of the Unit 16 boiler, Ljungstrom Air Preheater. Please see our turn key quote as per your RFQ below. All parts are OEM provided by Ljungstrom. Please see attached parts list. (NOTE: Items 30,40,50 are recommended, but not inclusive of the project quote.)

### Project Scope:

- Remove radial, circumferential, and rotor seals on hot and cold sides. Remove top of APH to allow baskets removal
  Remove hot, cold elements/baskets and dispose

- Install new elements/baskets
- Install and set post, radial, and circumferential seals on hot and cold end
- Balance APH
- Close access doors.

Lump Sum Price as outlined is: \$210,000.00

\$71,317.00 \$1000.00 \$6,971.00

Materials

Equipment \$6,971.00
Subs (Including Ljungstrom Quote) 130,712.00

Total project time line will be 4 weeks of 4/10 hr days. (Overtime is not included in the Price)

### Note

- Pre-Heater elements and seals to be supplied by PNP, Any additional parts will not be provided as part of this quote.

  Crane is included in the Price. Supplied by Plant-N-Power.

TX 713-477-6006 2711 Lilac www.plantNpower.com • Pasadena, Tx LA 225-644-6005 Fax 713-477-6022



It is also recommended that the Pin rack and Pinion Gear be replaced. These items usually wears at the same rate as the elements. The additional cost for replacing the Pin Rack and Pinion gear is \$50k. (Not included in the RFQ or Bid Pricing)

Thanks again for the opportunity. Please feel free to call with any questions or comments.

Regards, Tex Simoneaux Plant-N-Power Services, Inc Office 225-644-6005 Cell 985-856-8075

Terms and Conditions

This proposal is valid for 30 days. Because of fluctuation in the market prices of critical equipment and materials, any significant price increase (> 10%), will be reflected as an adjustment to the quoted item(s), at PNP's cost, with dated back-up showing the cost increase of the item(s).

Shipment

{} ARO.

Terms Of Payment
Payments shall be net 30 days, as follows:

40% ARO

Purchase Order

PNP must receive a signed copy of a purchase order before any order can be accepted and processed. Purchase orders should be issued to "PlantNPower Services Inc." and can be sent by e-mail, fax, or mail.

Send your signed purchase order as an attachment to tex@plantNpower.com, or Chuber@plantNpower.com

BY FAX:

Fax number: 713-477-6022



Attention: Accounting Department

# General Terms and Conditions

shipment/installation. Warran extended by the manufacture. PNP warrants its design and workmanship for a period Warranties for products manufactured by others are LIMITED to the warranty of ONE (1) YEAR from the date of

expended up to the date of cancellation. cancellation fee is billed to the customer in addition to all labor, material/subcontractor and overhead In the event of a cancellation after an order has been placed with PNP TEN-PERCENT (10%)

# Liability for Delayed Shipment or Erection

The PNP shall not be liable for any loss or damage resulting from delay in shipment and/or erection (if PNP has assumed any obligations with respect to erection hereunder) caused by fires, floods, strikes, riots, thefts, accidents, acts of Government, or any other cause whatsoever beyond the reasonable control of PNP which may delay or prevent delivery and/or erection of the equipment to be furnished

### Protection of Equipment

or postponed erection arising from causes beyond the control of PNP the CUSTOMER shall protect any equipment delivered to the project by PNP against damage from weather or other causes. Unless erection of the equipment is to be performed by PNP and, in any case, in the event of delay in

# Consequential or Other Damages:

PNP shall not be liable in any event for loss of anticipated profits, loss by reason of plant shut-down, non-operation or increased expense of operation of other equipment, or other consequential loss or damage of any nature.

Warranty and Limitation of Liability of Company:

PNP shall repair or replace, f.o.b. point of shipment, any parts of said equipment which within one year from the date of initial shipment are found to be defective in design, workmanship or material and shall repair or replace any erection work (if erected by PNP) found to be defective within said period of one hereunder, practice and in accordance with the conditions of service. No other warranty, other than title, shall be implied from the manufacture, sale, furnishing or erection of any of the said equipment to be furnished year, provided said equipment is operated by the CUSTOMER in accordance with generally approved or its use, except as may be otherwise specifically provided herein. PNP shall not be



responsible for work done, equipment or parts furnished, or a repair made by others, or for any loss, damages, or expense arising from such work, equipment, parts or repairs. PNP disclaims the implied warranty of fitness, for a particular purpose provided for in the Uniform Commercial Code as to anything covered by this proposal not designed by PNP. No claim of any kind hereunder shall exceed in amount the pro rata price of that part of the materials or workmanship established to be defective. The CUSTOMER shall give prompt written notice to PNP of observed defects.

	nolsese	Quotation Ref 16F5-0953-3456		Quotation From Contact Information		117 42			
	9 <b>Հ</b> Ո ճ <b>ւ</b> դսօН	Kev O		Arvos Inc. Frank R. Smith					
X9H 2.Q1	əxi2	Dated 10/20/2016		3020 Truax Road, PO Box 372 Project Manager					
9578	q)/I	Customer Inquiry leny Sisson Dated 10/17/2016		Wellsville, New York 14895 585-596-2631 (fax) HRS Dept: (585) 596-2615 585-596-2631					
						ықа перс (з			
			,	_	readtime.r.Anest	•	muaT tdaig14	Payment	
		Validity 30 Days	Escalation Policy GS-349-10	<b>78.55 of 53le</b> 29-452-20	Freight Collect	Welfsville, NY	Freight Term FOB	Net 30 Oays	
	Offa ami'T beat	W/N	Quoteton Quantity	noitgivaseQ		Part Number	mett eniJ		
	OSA emiT bask wols8 992 **	195	france America	. q <del>a</del> ab sadani s	Element Baskets for hot end layer of the sir preheater, 42 inches deep.		A81	ot	
	M0190 33C	əbne		apuep As to ,lens:	Element type DU and made from commercial quality material, of 24 gauge				
				thickness. Fabricated and delivered in a tension cover arrangement. Includes basket installation materials					
		,	•		s socrading sic odt			ARI	9,0
	wolag aas	192	t	ment Baskets for cold end layer of the air preheater, 12 inches deep. ment type NF6 and made from low alloy corrosion resistant material, of 18		Element type N	3		
				arrangement. Includes	ered in a full sector	s. Fabricated and deliv	gauge thicknes basket installat		
					, ' , '			ivaa.dtd. WH.Aanc	Ø€.
	wolad aas **	192	1	१९८६ मुख्य स्वर्धेतः १४	, clips, and fastenel g or racial, circum	nistisoos sigas totos on sqints gniblod ils abula	ot seats, to it	JA37-878-2\H-32a6	
	moled pa2 **	flach.	ī			bly with mounting han		ABT	OV
	woled sec **	riona Ho⊾∃	Т.				Pinion gear	<b>VELIY</b>	OS
	wolse sec	dэвЭ	τ			ratulaba & gnir	Taper lock bust	TU-EEDI	09

\*\* Lead time: With an order by 10/31/2016, we can deliver all materials by 12/30/2016

the named recipient, please do not disclose the contents outside of your Company; use it for any purpose, or store or copy the information in any medium. 1. For tax Punchase Driver is required principle of uping from the modern of the moder

S Installation instructions and/or drawings may need to be transmitted in conjunction with filling an order for this malerial. It is our preference to transmit this information electronically

However, we will provide hard copy upon request. To facilitate transmittal of this material, please reference on your purchase order, the individual to whom this information should be directed and his contact information

stramyed examport to hoped + 000,000c enable .c.

TPCG-MS - Bid Opening Report

Title

Bid 16-RFB-GEN-66 Seals (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater

Bid Opening/Expiration Date/Time:

2017-02-24 14:00:00

Vendor (company name of each vendor)	LA Contractor License #	Total Bid Price		
Plant-N-Power Services	LA Contractor 62533 PlantNPo	210.0000		
Paragon Technology, Inc.		240,155.0000		

"Bid Analysis" -

Line item View

(Contains all vendor prices)

Bid # Bid 16-RFB-GEN-66 Seals (Re-Bid) Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater Bids will be received until:2017-02-24 14:00:00

item 1

Purchase and Installation of New/Unused Seals and Baskets for Unit 16 Air Preheater

Qty:1

Supplier (Company Name)	Unit Price	Ext. Total	Mfg Name	Part Number
plantnpower (Plant-N-Power	St 210,000.00	210	NA	NA
ParagonTech (Paragon Techno	ol 240155	240155	Paragon Tecl	nn Various



Monday, March 20, 2017

### **Item Title:**

Veterans Shelter - START Corporation

### **Item Summary:**

RESOLUTION: Authorizing the Parish President, Gordon E. Dove, to enter into an agreement with START Corporation to partially fund the services and operations of the Veterans Shelter to be provided and staffed by START Corporation in the amount of \$15,000.

### **ATTACHMENTS:**

Description	<b>Upload Date</b>	Туре
Executive Summary	3/15/2017	Executive Summary
Resolution	3/15/2017	Resolution
Cooperative Endeavor Agreement	3/15/2017	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

A Resolution authorizing the Parish President, Gordon E. Dove, to enter into an agreement with START Corporation to partially fund the services and operations of the Veterans Shelter to be provided and staffed by START Corporation in the amount of \$15,000.

### PROJECT SUMMARY (200 WORDS OR LESS)

START Corporation will be providing a shelter facility to qualifying low-income veterans in Terrebonne Parish, and

TPCG believes that partially funding the services of START Corporation will serve a public purpose and is not gratuitous in light of the benefit provided.

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

See Above

TOTAL EXPENDITURE							
\$15,000							
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)							
<u>ACTUAL</u>				ESTIMATED			
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)							
N/A	NO	<u>YES</u>	IF	YES AMOUNT BUDGETED:	\$15,000		

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9
s/Jamie J. Elfert, CFO 3/4/2015									

Date

Signature

OFFERED BY:	
SECONDED BY	

### RESOLUTION NO. 17-

A Resolution authorizing the Parish President, Gordon E. Dove, to enter into an agreement with START Corporation to partially fund the services and operations of the Veterans Shelter to be provided and staffed by START Corporation in the amount of \$15,000.

WHEREAS, Article VII, Section 14 of the Louisiana Constitution authorizes the use of public funds and property "for programs of social welfare for the aid and support of the needy"; and

WHEREAS, the Attorney General for the State of Louisiana has determined that the mentally handicapped and developmentally disabled qualify as needy within the meaning of Article VII, Section 14 of the Louisiana Constitution; and

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

WHEREAS, START Corporation will be providing a shelter facility to qualifying low-income veterans in Terrebonne Parish, and

WHEREAS, TPCG believes that partially funding the services of START Corporation will serve a public purpose and is not gratuitous in light of the benefit provided.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon E. Dove, Parish President to enter into a Cooperative Endeavor Agreement pending Legal review with START Corporation for an amount not to exceed \$15,000.

### COOPERATIVE ENDEAVOR AGREEMENT FOR SERVICES BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND START CORPORATION

This agreement is entered into on the dates set forth herein by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT,** a political subdivision of the State of Louisiana, herein represented by Michel H. Claudet, President of Terrebonne Parish Consolidated Government, ("TPCG"), and

**START CORPORATION** ("START"), a non-profit corporation duly constituted under the laws of the State of Louisiana, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, herein represented by its duly authorized Executive Director, Casey Guidry, and

WHEREAS, Article VII, Section 14 of the Louisiana Constitution authorizes the use of public funds and property "for programs of social welfare for the aid and support of the needy"; and

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

**WHEREAS,** one of the missions of START is to provide shelter for veterans of the armed forces in need; and

WHEREAS, the provision of shelter for needy veterans is determined on a caseby-case basis according to objective criteria to insure that services are only being provided to the truly needy; and

**WHEREAS,** TPCG believes that partially funding the services of START will serve a public purpose and is not gratuitous in light of the benefit provided; and

**NOW THEREFORE,** in consideration of the mutual covenants herein contained, the Terrebonne Parish Consolidated Government and START each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

### **Purpose**

The purpose of this cooperative agreement between START is to partially fund the services and operations of the shelter to be provided and staffed by START located at 453 Grand Caillou Road, Houma, LA 70363.

### **Terms**

- The START will provide a shelter facility to qualifying low-income veterans in Terrebonne Parish.
- 2. START will require that all individuals receiving free shelter must meet objective criteria to insure that the individual is truly needy.
- In consideration for the performance of the services specified in this Cooperative
   Endeavor, and upon providing adequately documented requests for
   reimbursement, TPCG agrees to remit up to Fifteen Thousand Dollars and
   NO/100 (\$15,000) to START.
- 4. During the term of this agreement, the remittance by TPCG to START shall be allotted in accordance with budget as follows:
  - a. Utilities (Water, Gas, Electricity, Cable, Phone, Internet), \$3,935
  - b. Housecleaner, Laundry Service, \$1,275
  - c. Insurance, \$2,400
  - d. Lawn Maintenance, \$360
  - e. Supplies (non-food), \$1,675
  - f. Fuel and Travel, \$720
  - g. Food Items (Breakfast), \$1,475
  - h. Repairs (Building/van), \$3,160
- 5. This contract embodies the complete agreement of the parties superceding all oral or written previous or contemporary agreements between the parties relating to matters in this Agreement.

### **Term**

This agreement shall begin on <u>January 1, 2017</u> and shall terminate on <u>December 31, 2017</u>.

### **Non-appropriation**

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract for shelter services are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to **START** of such facts and the Parish's intention to terminate its financial obligation.

### **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.

### **Insurance**

START shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with STAR obligations as set forth in this agreement. Minimum insurance requirements are found in Addendum 1 which is attached and incorporated herein.

### **Choice of Law**

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Thirty-second Judicial District Court, Terrebonne Parish, Louisiana.

### **Legal Construction**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

### **Amendment**

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

THUS DONE AND SIGNED,	after due reading of the whole at Houma,
Terrebonne Parish, Louisiana, this	_ day of, 2017.
WITNESSES:	TERREBONNE PARISH CONSOLIDATED GOVERNMENT
	BY:
	Gordon E. Dove PARISH PRESIDENT
THUS DONE AND SIGNED,	after due reading of the whole at Houma,
Terrebonne Parish, Louisiana, this	_ day of, 2016.
WITNESSES:	START CORPORATION
	BY:  CASEY GUIDRY EXECUTIVE DIRECTOR

### ADDENDUM A

### **INSURANCE**

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

### A. Minimum Limits of Insurance:

START shall maintain limits no less than:

- 1. General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2. Worker's Compensation Insurance to the meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include:
  - a. Alternate Employer Endorsement
  - b. Voluntary Compensation Endorsement
- 3. Automobile Liability: \$250,000 combined single limit per accident, for bodily injury and property damage.

### **B.** Other Insurance Provisions

- 1. The policies are to contain, or be endorsed to contain, the following provisions:
  - a. TPCG is to be added as "additional insured" to the extent of the risks and liabilities assumed by START pursuant to this Agreement, products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party.
  - b. [Intentionally deleted.]
  - c. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - d. All policies of insurance shall, where applicable, favor TPCG with a waiver of subrogation to the extent of the risks and liabilities assumed by START pursuant to this Agreement.

### 2. All Coverages

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

All policies above endorsed to be primary coverage to any other coverage to the extent of the risks and liabilities assumed by START pursuant to this Agreement.

Coverages should be endorsed to cover proper "territory" of operations.

### C. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best's Rating of no less than A-V1 or its equivalent.

### D. Verification of Coverage

The parties to this Agreement shall furnish to TPCG insurance certificates evidencing compliance with this Addendum A.



Monday, March 20, 2017

### **Item Title:**

Ordinance to declare as surplus adjudicated property in which TPCG has 2.5% interest

### **Item Summary:**

Consider the introduction of proposed ordinance to declare as surplus tax property adjudicated to the Terrebonne Parish Consolidated Government (2.5% interest) and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196 and calling a public hearing on April 12, 2017 at 6:30 p.m.

### **ATTACHMENTS:**

Description	<b>Upload Date</b>	Type
Executive Summary	3/15/2017	Cover Memo
Ordinance	3/15/2017	Cover Memo
Back Up Documents	3/15/2017	Cover Memo



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Introduction of an Ordinance to Declare as Surplus Adjudicated Property in which the Parish has 2.5 percent interest.

### PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus one (1) tax property adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance LA R.S. 47:2196

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

The selling of property owned by the Parish will eliminate maintenance cost and add the property back on the tax roll. Neighborhoods may benefit by the possible addition of new dwellings and increased positive activity around said property.

TOTAL EXPENDITURE					
Anticipated Revenue: Pending Appraisal					
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
	ACTUAL ESTIMATED				
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)					
N/A	NO	YES	IF YES AMOUNT BUDGETED:	N/A	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9
								<del></del>	
Si	gnature					Dat	:e		

OFFERE	D B	Y:
SECONI	DED	BY:

AN ORDINANCE DECLARING PROPERTY ADJUDICATED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS AND NOT NEEDED FOR A PUBLIC PURPOSE; LOTS 8, 9, 10, 11, 12 & 13 AND REAR PORTION OF LOTS 4, 5, 6 & 7 OF ARGYLE PLANTATION S/D, COMMENCING 10 ACRES FROM BAYOU BLACK AND EXTENDING TO THE REAR TO REACH THE BONVILLAIN CANAL, IN SECTION 104 T17S R17E. LESS PORTION OF TRACT LOCATED SOUTH OF INTRACOASTAL CANAL. LESS STRIP SOLD T.P.P.J. (.087 ACRES) CB 786/127.) (PARCEL #38740) WITH AN OWNER OF RECORD OF JAMES E. BUCK, JR. AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, <u>2.5000%</u> of immovable property owned by <u>JAMES E. BUCK, JR.</u> and described below was adjudicated to the Terrebonne Parish Consolidated Government on <u>JULY 2, 2013</u> for nonpayment of taxes; and

WHEREAS, LA R.S. 47:2196, et seq. authorizes the parish to sell adjudicated property in accordance with law; and

WHEREAS, the three (3) year period for redemption provided by Art. 7, §25 of the Louisiana Constitution has elapsed without redemption; and

WHEREAS, the Terrebonne Parish Consolidated Government now wishes to declare the property described below surplus and not needed for a public purpose and to dispose of said property in accordance with LA R.S. 47:2196, et seq.; and

NOW BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the following described property adjudicated to the Terrebonne Parish Consolidated Government, with an owner of record of **JAMES E. BUCK**, **JR**. and depicted on the attached plat, if any, is hereby declared surplus:

LOTS 8, 9, 10, 11, 12 & 13 AND REAR PORTION OF LOTS 4, 5, 6 & 7 OF ARGYLE PLANTATION S/D, COMMENCING 10 ACRES FROM BAYOU BLACK AND EXTENDING TO THE REAR TO REACH THE BONVILLAIN CANAL, IN SECTION 104 T17S R17E. LESS PORTION OF TRACT LOCATED SOUTH OF INTRACOASTAL CANAL. LESS STRIP SOLD T.P.P.J. (.087 ACRES) CB 786/127.) (PARCEL #38740.)

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne

Parish Consolidated Government, that Administration be hereby authorized to dispose of the property in accordance with LA R.S. 47:2196, et seq. and inclusive of the following terms.

### SECTION I

Each bid shall be accompanied by a deposit in the form of a Certified Check, Cashier's Check, Money Order or Bid Bond with Power of Attorney (Letters of Credit WILL NOT be accepted) in the amount of five percent (5%) of the proposed price made payable to the Terrebonne Parish Consolidated Government. Bid deposits made for non-winning bids shall be returned. The bid deposit made with the winning bid shall be non-refundable, unless redemption occurs, and paid towards the purchase price. The balance of the purchase price is due at the time of closing and payable in the form of a Certified Check, Cashier's Check, or Money Order.

### **SECTION II**

Additionally, the winning bidder shall bear the cost of recording the sale document into the conveyance records of the Parish of Terrebonne pursuant to La. R.S. 47:2207.

### **SECTION III**

The winning bidder, otherwise known as the Purchaser or Acquirer, of this adjudicated property is solely responsible for compliance with La. R.S. 47:2206 regarding notification of parties who may have had an interest in the property regarding their rights of redemption and La. R.S. 47:2208 regarding recordation of those notices. Copies of the applicable law will be distributed along with bid packets for this adjudicated property. Terrebonne Parish Consolidated Government has not and will not perform these requirements; thus, it is the purchaser's or acquiring person's responsibility to do so. Terrebonne Parish Consolidated Government encourages the Purchaser or Acquiring Person to consult legal counsel regarding Louisiana law on adjudicated property.

### **SECTION IV**

By acquiring bid documents for the bid/purchase of this adjudicated property, each bidder acknowledges that he/she/it has received all information discussed in this ordinance as well as the statutes (laws) discussed in Section II above, and that he/she/it understands these procedures must be followed in order to fully protect he/she/its rights in the adjudicated property purchased from the parish.

### SECTION V

If any word, clause, phrase, section or other portion of this ordinance shall be declared null,

void,	invalid,	illega	l, or	unconstitut	tional,	the ren	naiı	ning w	ords,	clauses	, phi	rases,	sectio	ns	and
other	portio	ns of	this	ordinance	shall	remain	in	force	and	effect,	the	provis	sions	of	this
ordin	ance he	rebv b	eing	declared to	be se	verable.									

### **SECTION VI**

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

### **SECTION VII**

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 two weeks, was voted upon as follows:

THERE WAS RECORDED:		
YEAS:		
NAYS:		
NOT VOTING:		
ABSENT:		
The Chairman declared the resolution adopted	thisday of	, 2017

2,5000 %

### Terrebonne Parish Recording Page

WoodLANDS-No address SECTION 104 TITS RITE

Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, La 70361-1569

(985) 868-5660

2013 Tax Sale

Received From:

TERREBONNE PARISH SHERIFF'S OFFICE P.O. BOX 1670 HOUMA, LA 70361

First VENDOR

BUCK, JAMES E JR

First VENDEE

TERREBONNE PARISH CONSOL GOVERNMENT

Index Type: Conveyances

File #: 1431148

Type of Document: Tax Sale/Commission To Sell

Book: 2339

Page: 513

**Recording Pages:** 

3

### **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana

Theren A. Kobichawa

On (Recorded Date): 07/02/2013

At (Recorded Time): 3:56:31PM

Doc ID - 012107880003

CLERK OF COURT THERESA A. ROBICHAUX Parish of Terrebonne I certify that this is a true copy of the attached document that was filed for registry and Recorded 07/02/2013 at 3:56:31 Recorded in Book 2339 Page 513 File Number 1431148

Return To:

TERREBONNE PARISH SHERIFF'S OFFICE P.O. BOX 1670 HOUMA, LA 70361

### TAX SALE CERTIFICATE

STATE OF LOUISIANA PARISH OF TERREBONNE STATE OF LOUISIANA

VS. TAX ROLL R-09-38740-420

BUCK, JAMES E., JR. 1/40 345 RIDGEWAY DRIVE METAIRIE, LA 70001

BE IT KNOWN AND REMEMBERED, that I, JERRY J. LARPENTER, Sheriff and Ex-Officio Tax Collector, of the Parish aforesaid, and by virtue of the authority in me vested by the constitution and laws of the State of Louisiana and in pursuance of the requirements of those laws, having mailed and published the notice required by law and having strictly complied with each and every requirement of the laws relating to delinquent taxes and tax debtors and to seizures, advertisements, and sale of tax sale title to the property in full, did in the manner prescribed by law, advertise and list in "THE COURIER" the property to be sold for delinquent property taxes with interest and costs for the year of 2012 in the Court House Annex in the City of Houma, Louisiana, on June 12, 2013, beginning at ten o'clock A.M. giving notice in the issues of the newspaper on May 10, 2013 and June 7, 2013 and in said list as advertised the following described immovable property appearing in the name of

BUCK, JAMES E., JR. 1/40 R-09-38740-420

to wit:

LOT 8, 9, 10, 11, 12 & 13 AND REAR PORTION OF LOTS 4, 5, 6 & 7 OF ARGYLE PLANTATION S/D, COMMENCING 10 ACRES FROM BAYOU BLACK AND EXTENDING TO THE REAR TO REACH THE BONVILLAIN CANAL, IN SECTION 104 T17S R17E. LESS PORTION OF TRACT LOCATED SOUTH OF THE INTRACOASTAL CANAL. LESS STRIP SOLD T.P.P.J. (0.87 ACRES) CB 786/127. CB 2229/572

4	n	W	Vι	n	n	n	$\mathbf{L}_{I}$	17	JT.	400

TOTAL TAXES	0.99
INTEREST	0.05
NOTICE	15.00
ADVERTISEMENT	100.00
PVR	50.00
TOTAL	166.04

And on said June 12, 2013, after beginning but not completing said list, I continued the same within legal hours each succeeding legal day offering tax sale title to said property for sale at public auction in the manner required by said laws and the 100% OF 1/40 OF UNDIVIDED INTEREST OF THE WHOLE of the tax debtor therein being the smallest amount of said property, SINCE THERE WERE NO BIDDERS THE PROPERTY WAS ADJUDICATED TO THE TERREBONNE PARISH

CONSOLDIATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361, and having complied with the terms of sale, the tax sale title was adjudicated 100% OF 1/40 OF UNDIVIDED INTEREST OF THE WHOLE of the tax debtor therein.

NOW, THEREFORE, all the formalities of the law having been complied with, I, JERRY J. LARPENTER, Sheriff and Ex-Officio Tax Collector for the Parish of Terrebonne, by virtue of the authority in me vested by the laws of the State of Louisiana do by these presents sell and transfer unto, SINCE THERE WERE NO BIDDERS THE PROPERTY WAS ADJUDICATED TO THE TERREBONNE PARISH CONSOLDIATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361 tax sale title to the 100% OF 1/40 OF UNDIVIDED INTEREST OF THE WHOLE of the tax debtor therein last above described with all the improvements thereon. The tax debtor or any person interested personally or as heir, legatee, creditor or otherwise, shall have the right to redeem the property for the period of three years from the date of filing of this tax sale certificate. The redemption may take place by paying the price given including costs and five percent penalty thereon with interest at the rate of one percent per month until the redemption.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially at Houma, Louisiana, Parish of Terrebonne, in the presence of the two undersigned competent witnesses, who also signed on this 2<sup>ND</sup> day of JULY, 2013.

Witnesses:

NovoyI)

Sele W. Roddy

JERRY J. LARPENTER, SHERIFFAND

EX-OFFICIO TAX COLLECTOR

PARISH OF TERREBONNE, LOUISIANA



Monday, March 20, 2017

### **Item Title:**

Civic Center Charitable Gaming Permit Renewal

### **Item Summary:**

RESOLUTION: Authorizing renewal of the charitable gaming application for the Civic Center to remain a Commercial Lessor with the Louisiana State Charitable Gaming office for use of charitable gaming events scheduled between July 1, 2017 and June 30, 2018.

ATTACHMENTS:		
Description	Upload Date	Type
Civic Center Charitable Gaming License renewal	3/16/2017	Executive Summary
Civic Center Charitable Gaming License renewal	3/16/2017	Resolution
Civic Center Charitable Gaming License renewal	3/16/2017	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Gives Civic Center Director authority to renew their Commercial Lessor Gaming Application with the LA State Office of Gaming.

### PROJECT SUMMARY (200 WORDS OR LESS)

This will allow the Civic Center to renew their Commercial Lessor license within the state's deadline for organizations to contract the building for charitable gaming events from July 1, 2017-June 30, 2018.

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

This will allow the Civic Center Director to renew the Houma Civic Center's current license with the Louisiana State Office of Gaming through a renewal application process to remain a Commercial Lessor so organizations who are licensed to conduct such activities can rent the facility for charitable gaming events for the time period of one year.

	TOTAL EXPENDITURE				
	\$500				
		AMOUNT S	HOWN ABOVE IS: (CIRCLE ONE)		
(ACTUAL) ESTIMATED					
	I	S PROJECT A	LREADY BUDGETED: (CIRCLE ONE)		
N/A	YES	(NO)	IF YES AMOUNT BUDGETED:		

	COUN	CIL DI	STRIC	T(S) IN	<b>IPACT</b>	ED (CIR	CLE ONE	)	
(PARISHWIDE)	1	2	3	4	5	6	7	8	9
<i>Û</i>	Tanel Ric	eca_			_	3	3/16/17		
Sig				Date					

OFFERED BY:
SECONDED BY:

RESOL	LUTION	NO. 17-	
-------	--------	---------	--

WHEREAS, the Terrebonne Parish Consolidated Government desires to lease the Civic Center premises to non-profit organizations for charitable gaming events, and

WHEREAS, Louisiana State charitable gaming laws require the completion of a charitable gaming license application in order to be designated as a Commercial Lessor, and

WHEREAS, the said application requires information on Board of Directors and Stakeholders which does not apply to Terrebonne Parish Consolidated Government, and

WHEREAS, the Terrebonne Parish Consolidated Government and the Terrebonne Parish Council designates Civic Center personnel to complete the application and renew their current Commercial Lessor status, and

WHEREAS, Resolution No. 16-385 authorized Civic Center personnel to execute the State's Charitable Gaming application for the period of July 1, 2016 to June 30, 2017, and

WHEREAS, within the period listed above, we have had one charitable gaming event take place, with a second one booked for April 2017, and

WHEREAS, this resolution will authorize the Civic Center to renew their agreement with the State's Charitable Gaming Office for another year to lease the premises for said events, and

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Civic Center Director is hereby authorized to renew the charitable gaming application for the Civic Center to remain a Commercial Lessor with the Louisiana State Charitable Gaming office for use of charitable gaming events scheduled between July 1, 2017 and June 30, 2018.

THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
ABSENT:

### State of Louisiana **Bepartment of Revenue**

JOHN BEL EDWARDS Governor



KIMBERLY LEWIS ROBINSON MICHAEL LEGENDRE Secretary Director

### Application Deadline – March 31, 2017 2018 Renewal Requirements COMMERCIAL LESSORS

will result in a delay in the issuance of your license, as well as the delay in issuance of the license for being assessed in accordance with LAC §1787.A.6. In addition to a penalty, late submission of your renewal organizations leasing from your company. Failure to submit your renewal application to the Office by March 31, 2017 will result in a \$500 civil penalty

\*\*\*\*\* THE NEW WEB SITE FOR ENTERING INFORMATION/RENEWALS IS NOW AVAILABLE ON-LINE \*\*\*\*\*

reports, and print copies of license, view invoices and much more on line. To access the web you can go to (<u>www.ocg.louisiana.gov</u>) and click on the on-line application. Please call the Office of Charitable Ganting with any questions You will be able to update information, renew, amend add/remove/amend employees, and <u>submit session schedules,</u> file regarding the renewal via web.

submitted into the office with the original 1st attachments. A renewal that is properly completed will consist of the following information. All sections of the application must be completed fully and legibly along with all requested data and notarized application must be signed and dated on the same date as it is notarized. The renewal fee will be The application must be signed by the **authorized representative and properly notarized**. A properly page notarized and signed.

Incomplete applications are processed last which will cause a delay in the license being issued, as well as, the organization(s) license that are scheduled to conduct sessions at the location.

activities without a license will result in the imposition of a civil penalty. 30, 2017 until your company has received a 2018 license from the Office. Conducting gaming related Your company will not be allowed to continue conducting gaming related activities in Louisiana after June

A renewal that is properly done will consist of the following information. The application must be signed by the authorized representative and properly notarized. A properly notarized application must be signed and dated on the same date as it is notarized and signed.

company's stockholders, Officers, or Directors had no significant changes to their previously submitted personal 5% of the company, any new Officers and Directors, or if any significant changes have taken place. If your A Personal History and Financial Statement is required for any new stockholder or investor owning more than

Ientributing to a better quality of Office Of Charitable Garning

617 North 3<sup>rd</sup> St Baton Rouge, LA 70802 • Post Office Box 98502, Baton Rouge, Louisiana 70884-9502 Telephone (225) 925-1835 • Fax (225) 219-1910 www.ocg.louisiana.gov

Personal History and Financial Statement must be submitted every three years. history or financial statements, they must indicate so on the Company's Officials Information Sheet. A new

at any time during the license year. changes to this employee list, whether from employees leaving your company or the hiring of new employees, A list of all Hall Representatives must be included. The Office must be notified within 10 days of any

# Employees of Commercial Lessors are not allowed to be working members of Organizations.

All lease agreements with an organization shall include but not be limited to the following:

- Name of location;
- Address of location;
- Name of Organization;
- Amount of rent;
- 5. Date of expiration;
- Provisions for cancellation of the lease with 30 days written notice by either party without cause;
- Signature of commercial lessor or his authorized agent;
- Signature of organization official; and
- The dates and times during which the organization has agreed to conduct games of chance

It is recommended that lease agreements coincide with the license fiscal year

See the application form for additional requirements.

## \*\*\*IMPORTANT NOTICE\*\*\*

require organizations to furnish a copy of their current license prior to allowing them to conduct any sessions charitable gaming license before leasing your hall to that organization. Therefore, commercial lessors shall It is the responsibility of each commercial lessor to ascertain whether an organization has received its

charitable organizations who lease from your company to conduct games of chance; therefore The Office has to approve and/or renew your commercial lessor license prior to issuing a license for the timeliness is of the essence.

If you have any questions concerning any application information, please contact the Office at 1-800-562-9235 or locally at 225-925-1835. You may also visit our website at <a href="https://www.ocg.louisiana.gov">www.ocg.louisiana.gov</a>.

CHANGED: PLEASE NOTE OUR OFFICE HAS MOVED TO A NEW LOCATION AND PHONE NUMBERS HAVE

NEW ADDRESS:

Charitable Gaming

617 N 3rd St

Baton Rouge, La 70802

225-925-1835

800-562-9235

225-219-1910 fax



Monday, March 20, 2017

### **Item Title:**

2017 Various Items for Budget Amendment

### **Item Summary:**

CONSIDER THE INTRODUTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Generation Station Wind Hardening, \$88,400
- II. Public Safety Fund-Houma Police, \$2,027 and calling a public hearing on said matter on April 10 at 6:30 pm

### **ATTACHMENTS:**

Description	Upload Date	Type
2017 Various Items for Budget Amendment	3/16/2017	Executive Summary
2017 Various Items for Budget Amendment	3/16/2017	Budget Amendment
2017 Various Items for Budget Amendment	3/16/2017	Backup Material



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Ordinance for a Budget Amendment

### PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Generation Station Wind Hardening, \$88,400
- II. Public Safety Fund-Houma Police, \$2,027

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

See above

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

	COIII	NCII D	ICTDI	CT(S) II	МРАСТ	TD (CIII	CLE ONE	`	
	COU	NCIL D		CI(S)II	VII AC I	LD (CIR	CLE ONE	)	
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
/s/ Ka	ıyla Dupr	<u>e</u>			_	Marc	h 16, 2017	<u>,</u>	
Si	gnature					Da	te		

ORDINANCE NO.	
---------------	--

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Generation Station Wind Hardening, \$88,400
- II. Public Safety Fund-Houma Police, \$2,027

### SECTION I

WHEREAS, the request for additional federal funding for the Houma Generating Station Wind Hardening Project 1786-1089-0002 has been approved by FEMA, and

WHEREAS, the project is funded from the Hazard Mitigation Grant Program under FEMA, for an additional amount of \$88,400 (\$66,300 75% federal share, \$22,100 25% non-federal) the 25% non-federal share will be funded by the Utilities Fund from the Plant Repairs account.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Budget of the Terrebonne Parish Consolidated Government be amended for the Houma Generation Station Wind Hardening Project. (Attachment A)

### **SECTION II**

WHEREAS, the Police Department received \$2,027 reimbursement for damages occurred to a Houma Police Department vehicle (Units #306), and

WHEREAS, these reimbursements need to be reflected in the Auto and Truck Repairs account for the impending repairs to the vehicle.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget be amended to recognize the reimbursement for damages occurred to Houma Police Department vehicle. (Attachment B)

Prepared By: Finance Department PC File: 2017-Various Items - F Date Prepared: 3/16/17 BA #10

### **ATTACHMENT A - Generation Station Wind Hardening**

_		2017	
<del>-</del>	Adopted	Change	Amended
Generation Station Wind Hardening	360,380	88,400	448,780
1786-002 FEMA	(2,569,891)	(66,300)	(2,636,191)
Transfer from Utilities	-	(22,100)	(22,100)
Transfer to Generation Station Wind Hard.	-	22,100	22,100
Plant Repairs	529,171	(22,100)	507,071

### **ATTACHMENT B - Houma Police Department**

		2017	
	Adopted	Change	Amended
Compensation Property Damage	(10,000)	(2,027)	(12,027)
Auto & Truck Repairs	50,000	2,027	52,027

TERREBONNE PARISH GOVERNMENT

**ADMINISTRATION** 

Gobernor's Office of Homeland Security and Emergency Preparedness State of Louisiana

JOHN BEL EDWARDS GOVERNOR

November 28, 2016

Parish President Terrebonne Parish Consolidated Government 8026 Main Street Houma, Louisiana 70360 Honorable Gordon E. Dove

TPCG FINANCE DEPT.

JAMES B. WASKOM DIRECTOR 251-000. 16319-63 25/414-863-04 4HB-128-196 A ME CELL

315

3697

Amendment 7 – Approval of Additional Federal Funding Terrebonne Parish – Wind Retrofit Project HMGP #1786-109-0002, FEMA-1786-DR-LA, Project #84 R

Dear President Dove

On behalf of Governor John Bel Edwards, I am pleased to inform you that your request for additional federal funding for the Generating Station facility, under the Hazard Mitigation Grant Program (HMGP), was approved by FEMA on November 3, 2016. The FEMA approval letter is forthcoming. Federal funds in the amount of \$66,300.00 has been obligated. With the approval of the amendment request, the funding for the above mentioned project is as follows:

Approved federal funding - Generating Station:

Item	Current Obligation	Amendment Approval	Total Project Cost
Federal Share	\$270,609.00	\$66.300.00	\$336 909 00
Non - Federal Share	\$ 90,203.00	\$22,100,00	\$112 303 00
Total Project Cost	\$360,812.00 🗸	\$88,400.00	\$449.212.00

Total project cost with Generating Station approval:

Item	Current Obligation	Amendment Approval	Total Project Cost
-		man and discount of the same o	י סימו ו יסלפר החסר
rederal Share	\$2,185,528.00	\$66,300,00	\$2 251 828 00
- 1			41,10,000
Non - Federal Share	\$ 728.509.00	\$22 100 00	\$ 750,609,00
		00:00:1	00.000,00
lotal Project Cost	\$2,914,037.00	\$88,400,00	\$3 002 437 00
		00:00:	1.700.0

• BATON ROUGE, LOUISIANA 70806 • (225) 925-7500 • FAX (225) 925-7501 EQUAL OPPORTUNITY EMPLOYER 7667 INDEPENDENCE BOULEVARD

## Felicia Aubert

From: Sent: To: Cc: Subject:

Cyr Leboeuf Monday, March 06, 2017 12:46 PM Felicia Aubert Ernest Brown; Karen Johnson; Sondra Harris Wind Hardening Project

Felicia,

This is the account that the wind hardening project will come out of 301-802-8412-03 for the amount of \$22,100.00.

Thanks and have a great day.

Cyr A. LeBoeuf Superintendent Electric Generation Phone - 985-873-6777 Fax – 985-873-6779

-

Honorable Gordon E. Dove Page 2 November 28, 2016 If you have any questions, please contact your assigned State Applicant Liaison (SAL), Tiffany Doucet, at (225) 376-5104 or at tiffany doucet@la.gov.

Sincerely,

Casey Tingle Assistant Deputy Director Disaster Recovery Division

CT td

Enc. NEMIS Budget and Obligation Report

## FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM Project Cost Line Report

Project Cost Line Item Report

Project Amendment Nr: 7 Do not Include Administrative Cost. These are calculated when funds are obligated for approved projects. 84-R Application ID: 108 State: LA FEMA Proj Nr. Disaster Number: 1786

	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate
PRE-AWARD	~	rs	\$15,000,00	\$15 000 00
Government Tower	•		2000	00.000,010
	<b>-</b>	S	\$220,707.00	\$220,707.00
Houma Police Department	<b>-</b>	S.	\$488,000.00	\$488,000.00
Generating Station	<del>-</del>	ST	\$304,345.00	\$304,345.00
Generating Station - Engineering	_	rs	\$41,250.00	\$41,250.00
Generating Station - PM Fee	₩	S	\$15,217.00	\$15,217.00
Gov. Towers - Entry Protection	<del>-</del>	S	\$70,702.00	\$70,702.00
Gov. Towers - Equipment	_	rs	\$25,000.00	\$25,000.00
Gov. Towers - Engineering Fees	-	rs	\$164,307.00	\$164,307.00
Gov. Towers - Permits	~	rs	\$8,000.00	\$8,000.00
Gov. Towers - Window Protection	-	rs	\$1,561,509.00	\$1,561,509.00
Generating Station Construction - Amendmer	~	rs	\$66,885.00	\$66,885.00
Generating Station Engineering - Amendmen	_	ST	\$21,515.00	\$21,515.00
		Total Proje	Total Project Cost Estimate	\$3,002,437.00

## FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

Project Management Report

State Арр Ю Amendment Number F≣MA Project Number

Disaster Number

108 Sub-Recipient: Terrebonne (Parish) 84-R FIPS Code: 109-99109 1786

Recipient Statewide ۲ Project Title: 1786-109-0002 Terrebone Parish Wind Retrofit

## Mitigation Project Description

Amendment Status: Approved

Project Title: 1786-109-0002 Terrebone Parish Wind Retrofit

Statewide Recipient:

Terrebonne Recipient County Code: 109 Recipient County Name:

Recipient Place Name: Terrebonne (Parish)

Recipient Place Code: 0

Project Closeout Date: 00/00/0000

Approval Status: Approved

Sub-Recipient: Terrebonne (Parish)

Sub-Recipient County Name: Terrebonne Sub-Recipient County Code: Sub-Recipient Place Name: Terrebonne (Parish)

Sub-Recipient Place Code: 99109

## Work Schedule Status

<u>Due Date</u> Revised <u>Date</u> Completion Date	0000/00/00 0000/00/00	00/00/00	0000/00/00	0000/00/00	0000/00/00	0000/00/00	:	0000/00/00	0000/00/00	0000/00/00	0000/00/00	0000/00/00	0000/00/00		0000/00/00	0000/00/00	00000000		0000/00/00	0000/00/00	0000/00/00	0000/00/00	00/00/00	0000/00/00	0000/000	0000/00/00	0000/00/00 0000/00/00 0000/00/00
Time Frame	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS	90 DAYS
Amend # Description	2 SITE SURVEY	7 SITE SURVEY	8 SITE SURVEY	6 SITE SURVEY	3 SITE SURVEY	1 SITE SURVEY	0 SITE SURVEY	4 SITE SURVEY	5 SITE SURVEY	1 BID PROPOSAL & AWARD	0 BID PROPOSAL & AWARD	7 BID PROPOSAL & AWARD	8 BID PROPOSAL & AWARD	6 BID PROPOSAL & AWARD	5 BID PROPOSAL & AWARD	4 BID PROPOSAL & AWARD	3 BID PROPOSAL & AWARD	2 BID PROPOSAL & AWARD	8 SITE PREPARATION	4 SITE PREPARATION	6 SITE PREPARATION	3 SITE PREPARATION	5 SITE PREPARATION	1 SITE PREPARATION	7 SITE PREPARATION	2 SITE PREPARATION	0 SITE PREPARATION

Page 1 of 3

## FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

11/28/2016

5:31 PM

Disaster Number

1786

Project Management Report

App ID 108 Amendment Number F∃MA Project Number 84-R

Statewide 4

Sub-Recipient: Terrebonne (Parish)

FIPS Code: 109-99109

Work Schedule Status

Project Title: 1786-109-0002 Terrebone Parish Wind Retrofit

Recipient State

Revised Date Completion Date 00/00/00 0000/00/00 00/00/00 00/00/00 00/00/00 0000/00/00 00/00/00 0000/00/00 0000/00/00 00/00/00 00/00/00 00/00/00 0000/00/00 0000/00/00 0000/00/00 00/00/000 0000/00/00 00/00/00 00/00/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 00/00/000 0000/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 00/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 0000/00/00 00/00/00 00/00/00 00/00/00 00/00/000 0000/00/00 0000/00/00 00/00/00 00/00/00 00/00/00 00/00/00 0000/00/00 0000/00/00 00/00/00 00/00/00 0000/00/00 Time Frame 555 DAYS 555 DAYS 555 DAYS 555 DAYS 270 DAYS 270 DAYS 555 DAYS 555 DAYS 555 DAYS 555 DAYS 555 DAYS 270 DAYS 270 DAYS 270 DAYS **270 DAYS** 270 DAYS 270 DAYS 270 DAYS 4 PERFORM SCOPE OF WORK 1 PERFORM SCOPE OF WORK 5 PERFORM SCOPE OF WORK PERFORM SCOPE OF WORK PERFORM SCOPE OF WORK PERFORM SCOPE OF WORK 0 PERFORM SCOPE OF WORK 6 PERFORM SCOPE OF WORK 3 PERFORM SCOPE OF WORK Description GRANT CLOSE-OUT GRANT CLOSE-OUT 6 GRANT CLOSE-OUT 7 GRANT CLOSE-OUT 0 GRANT CLOSE-OUT 5 GRANT CLOSE-OUT 8 GRANT CLOSE-OUT 3 GRANT CLOSE-OUT GRANT CLOSE-OUT Amend # τ-2

### Approved Amounts

			Total Alloc Amount	\$210,960	\$366.000	\$-12,191	\$257,764	
d nount	,406		Sub-Recipient Admin Amount	0\$	\$	0\$	\$0	
Total Approved Non-Fed Share Amount	\$837,406		Recipient Admin Amount	\$0	0\$	:0\$	0\$	
Non-Federal Share Percent	25.00000000		ES Support ES Amend Proj Alloc Amount Req ID Number Fed Share A	\$210,960	\$366,000	\$-12,191	\$257,764	
ed Amount	\$2,251,828		ES Amend Number	9	0	666	7	
Total Approved Federal Share Amount	\$2,2		ES Support Req ID	1947352	2423871	66666	2478362	
	000		ᇤ	2011	2014	2011	2015	
Federal Share Percent	75.0000000000		Submission Date	04/12/2011	11/18/2013 2014	12/02/2013 12/02/2013	10/28/2014 10/27/2014 2015	
	\$3,002,437		Mocation IFMIS IFMIS Number Status Date	11 A 04/13/2011	11/20/2013	12/02/2013	10/28/2014	
Total Approved Net Eligib:e	\$3,00	νı	IFMIS Status	∢	∢	∢	∢	
Total	-	Allocations	Allocation Number	7	64	65	79	

\$-9,143 \$-3,048 \$3,048 \$66,300

8 80

တ္တ 8 80 9

\$2,251,828

\$0

\$2,251,828

Total

\$1,372,138

ŝ 8 \$0

\$0 8

\$1,372,138 \$-9,143 \$-3,048 \$3,048 \$66,300

ß

2478362

2015

01/22/2015 01/20/2015 06/12/2015 06/12/2015

83 96 86

666 666

66666 66666

2011 2011

> 06/17/2015 10/27/2016

06/17/2015 10/27/2016

⋖ Þ 2615665 2615665

2017

2017

11/03/2016 11/02/2016

∢ ∢

121 122 Page 2 of 3

## FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM

11/28/2016 5:31 PM

Disaster Number

Project Management Report

Recipient State App ID Amendment Number FEMA Project Number

Sub-Recipient: Terrebonne (Parish) FIPS Code: 109-99109 1786

84-R

Statewide ۲ 108

Project Title: 1786-109-0002 Terrebone Parish Wind Retrofit

	Total Obligated	\$210.960	\$366,000	\$-12 191	\$257.764	\$1.372.138	8-0 143	\$-3.048	\$3.048 \$3.048	\$66,300	\$2,251,828
	Sub-Recipient Admin Amount	0\$	0\$	08	0\$	5 9	G G	9		0\$	0\$
	Recipient Admin	80\$	98	0\$	20	0\$	- : G	9	· 0\$	\$0\$	0\$
	Project Obligated Amt - Fed Share	\$210,960	\$366,000	\$-12,191	\$257,764	\$1,372,138	\$-9,143	\$-3,048	\$3,048	\$66,300	\$2,251,828
	Suppl Nr	20	119	121	140	146	162	164	208	210	Total
	ES Amend Number	20	119	122	141	147	162	164	208	210	
	ES Support ES Amend Suppl Req ID Number Nr	2017366	2424860	2426933	2484761	2497025	2518975	2520021	2621375	2622505	
	Ĭ.	2011	2014	2011	2015	2015	2011	2011	2017	2017	
	Submission Date	04/14/2011	11/21/2013	A 12.02/2013 12/02/2013	10,28/2014 10/28/2014	01,23/2015 01/23/2015	06,12/2015 06/12/2015	06/17/2015	10/28/2016	11/03/2016 11/03/2016	
	FMIS Date	A 04:14/2011 04/14/2011	11,21/2013 11	12.02/2013	10,28/2014	31,23/2015	36,12/2015	06.17/2015 06/17/2015	10:29/2016 10	11/03/2016	
tions	Action IFMIS Nr Status	∢	∢	⋖	∢	∢	Α	Α	4	4	
Obligations	Action Nr	<del>-</del>	7	ო	4	2	9	7	œ	თ	

## A Federally Funded Agreement

Governor's Office of Homeland Security and Emergency Preparedness

Terrebonne Parish Consolidated Government

### 1.1 Introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Hazard Mitigation Grant Program ("HMGP"). CFDA 97.039.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Grantee"), and Terrebonne Parish Consolidated Government ("Sub-Grantee")

## 2.1 Applicable Laws, Regulations and Policies

2.2 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121 et seq. 31 U.S.C § 1352

Title 44 Code of Federal Regulations §13 (specifically part 13.36), §14 and §206 OMB Circular A-102 (Standard Form 424B)

OMB Circular 110

2.3 State

Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721 et seq. La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39

Louisiana Public Bid Law, La. R.S. 38:2211 et seq. Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

## 3.1 Concept of Agreement

3.2 In order to complete the Wind Retrofit Project the Grantor has provided funds to Sub-Grantee through Grantee's HMGP. Sub-Grantee shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (HMGP #1786-109-0002, FEMA-1786-DR-LA, Project #84)

- 3.3 The project application is incorporated into this Agreement as if copied in its entirety.
  3.4 Additional responsibilities of Grantee, and Sub-Grantee are as follows:
- 3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically:
- 3.4.2 Any changes to the scope of work, or budget shall comply with 44 C.F.R. §13.
  3.4.3 Sub-Grantee shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C §1352.
  3.4.4 Sub-Grantee shall comply with all Assurances for Non-Construction Programs as outlined in

Standard Form 424B, and prescribed by OMB Circular A-102. 3.4.5 Sub-Grantee shall cooperate at all times with Grantee, and act as the project manager agreeing to be accountable for all funds expended on this project. 3.4.6 Sub-Grantee agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Grantee to carry out the intent of this Agreement, even if not specifically stated.

- 4.1 Surnmary of Statement of Work 4.2 Pursuant to HMGP Project #1786-109-0002, FEMA-1786-DR-LA #84, Sub-Grantee shall perform the following tasks: 4.2.1 The object of this mitigation project will be retrofit three (3) public facilities to prevent future losses.

\$3,002,437.00 \$3,002,437.00 5.1 Summary of Budget 5.2 Costs per task: 5.2.1 For tasks 4.2.1 5.2.2 Total Costs

\$2,251,828.00 \$ 750,609.00 5.3 Funding Sources 5.3.1 Federal Share (75%) 5.3.2 Non-Federal Share (25%)

## 6.1 Liability of Parties

- 6.2 This Agreement is intended for the benefit of Grantor, Grantee and Sub-Grantee, and does not confer any rights upon third parties.
- 6.3 All rights by and between Grantor, Grantee, and Sub-Grantee are limited to the actions outlined in the

applicable State and Federal laws, regulations, and policies. 6.4 Sub-Grantee hereby agrees to hold Grantee harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Grantee.

## 7.1 Legal Authorization

Sub-Grantee hereby certifies that it has the legal authority to enter into this agreement and that it is authorized receive the federal funds outlined herein.

## 8.1 Notice and Contact

- 8.2 All notices provided pursuant to this Agreement shall be in writing, and sent via first class certified mail return receipt requested. 8.3 The name and address of Grantee's contract manager for this agreement is:

Casey Tingle Assistant Deputy Director Governor's Office of Homeland Security and Emergency Preparedness 1500 Main Street Baton Rouge, Louisiana 70802 The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Grantee is:

Mailing and Overnight Address Honorable Gordon E. Dove Parish President Terrebonne Parish Consolidated Government 8026 Main Street Houma, Louisiana 70360 8.4 If the mailing address of Grantee or Sub-Grantee changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Grantee and Sub-Grantee have executed this agreement.

BY-
James B. Waskom Director GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS DATE:
James B. Waskom Director GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

## Governor s Office of Homeland Security and Emergency Preparedness A Federally Funded Agreement Between the And

Terrebonne Parish Consolidated Government

### 1.1 introduction

1.2 The Federal Emergency Management Agency ("Grantor") has made federal funds available to the State of Louisiana under the Hazard Mittgation Grant Program ("HMGP"). CFDA 97,039.

1.3 This Agreement addresses the use of those funds, and is between the Governor's Office of Homeland Security and Emergency Preparedness ("Grantee"), and Terrebonne Parish Consolidated Government ("Sub-

# 2.1 Applicable Laws, Regulations and Policies

2.2 Federal

Robert T. Stafford Disaster Relief and Emergency Assistance Act. Public Law 93-288, 42 U.S.C. §5121 et seq. 31 U.S.C.§ 1352. Title 44 Code of Federal Regulations §13 (specifically part 13.36), §14 and §206. OMB Circular A-102 (Standard Form 424B)

OMB Circular 110

2.3 State

29:721 et seq Louisiana Homeland Security and Emergency Assistance and Disaster Act, La. R.S. La. R.S. 33:4773(D)

Louisiana Uniform Construction Code, La. R.S. 40:1721-39 Louisiana Public Bid Law, La. R.S. 36:2211 et seq. Louisiana Procurement Code, La. R.S. 39:1551 et seq.

Louisiana Hazard Mitigation Strategy (4 volumes)

3.1 Concept of Agreement 3.2 In order to complete the Wind Retrofit Project the Grantor has provided funds to Sub-Grantee through Grantes's HMGP. Sub-Grantee shall perform the necessary tasks, meet the required milestones, and stay within the FEMA approved scope of work, and budgetary parameters as outlined in the application for this project. (HMGE #1786-108-0002, FEMA-1786-DR-LA, Project #84)

3.3 The project application is incorporated into this Agreement as if copied in its entirety, 3.4 Additional responsibilities of Grantee, and Sub-Grantee are as follows: 3.4.1 All applicable State and Federal laws, regulations and policies shall be adhered to during the execution of this project, and more specifically.

3.4.2 Any changes to the scope of work, or budget shall comply with 44 C.F.R. §13.
3.4.3 Sub-Grantee shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C.§1352.
3.4.4 Sub-Grantee shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.

3.4.5 Sub-Grantee shall cooperate at all times with Grantee, and act as the project manager agreeing to be accountable for all funds expended on this project.

3.4.8 Sub-Grantee agrees to meet all program, and administrative requirements as dictated by State and Federal laws, regulations and policies, and any other requirements deemed necessary by Grantee to carry out the intent of this Agreement, even if not specifically stated.

4.1 Summary of Statement of Work 4.2 Pursuant to HMGP Project #1786-109-0002. FEMA-1786-DR-LA #84, Sub-Grantee shall perform the fellowing tasks:

4.2.1 The object of this mitigation project will be retrofit three (3) public facilities to prevent future losses

5.1 Summary of Budget 5.2 Costs per task. 5.2.1 For tasks 4.2.1

5.2 2 Total Costs

\$3,002,437,00

5.3 Funding Sources 5.3.1 Federal Share (75%) 5.3.2 Non-Federal Share (25%)

\$2,251,828.00 \$ 750,609.00

## 6.1 Lia sility of Parties

6.2 This Agreement is intended for the benefit of Grantor. Grantee and Sub-Grantee, and does not confer any rights upon third parties.

6.3 All rights by and between Grantor, Grantee, and Sub-Grantee are limited to the actions cuttined in the applicable State and Federal laws, regulations, and policies.

6.4 Sub-Grantee hereby agrees to hold Grantee harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of Sub-Grantee.

7.1 Legal Authorization Sub-Grantee hereby certifies that it has the legal authonty to enter into this agreement and that it is authorized

## 8.1 Notice and Confact

8.2 All notices provided pursuant to this Agreement shalf be in writing, and sent via first class certified mail return receipt requested

8.3 The name and address of Grantee's contract manager for this agreement is:

Casey Tingle
Assistant Deputy Director
Governor's Office of Homeland Security and Emergency Preparedness
1500 Main Street Baton Rouge, Louisiana 70802 The name and address of the designated agent responsible for the administration of this agreement on behalf of Sub-Grantee is:

Mailing and Overnight Address Honorable Gordon E. Dove

Parish President

Terrebonne Parish Consolidated Government

8026 Main Street

Houma, Louisiana 70360

8.4 If the mailing address of Grantee or Sub-Grantee changes during the term of this agreement, or there is a change in the designated points of contact, the party with the address change, or change of contact shall immediately notify the other party in writing.

On behalf of their respective agencies, Grantee and Sub-Grantee have executed this agreement.

8

James B. Waskom Director GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

DATE: 2/16

Honorable Gordon E. Dove Show 습

President

Terrebonne Parish Consolidated Government

31-17 DATE

### TERREBONNE PARISH CONSOLIDATED GOVERNMENT 2016 - FIVE YEAR CAPITAL OUTLAY FUND 231 - WIND HARDENING

231-414-8353-04 HMGP 1786-002 GENERATING STATION

 TOTAL FUNDING
 \$
 449,212

 EXPENDITURES THRU 12/31/12

 PROJECT BALANCE
 \$
 449,212

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	20	)13	2014	2015	2016	2017	2018
Sep-14	LIA 56	FROM 231-414-8353-02 HMGP				25,036				
Sep-14	LIA 56	FROM 231-414-8353-02 GEN PLANT				8,345				
Jul-15	ORD 8574	FROM HMGP GUSTAV (1786)				-,	327,431			
Mar-17	PENDING BA	FROM HMGP GUSTAV (1786)					027,101		66,300	
Mar-17	PENDING BA	FROM 301-802-8412-03							22,100	
	LESS PRIOR YEARS	EXPENDITURES								
		FUNDS AVAILABLE	\$ -	\$	- 9	33,381	327,431	\$ -	 88,400 \$	<del></del>

**DESCRIPTION:** Generating Station Wind Hardening



GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
DECEMBER 31, 2016 - MONTH LAST CLOSED
231-414-8353-04
HMGP - GUSTAV (1786)
HMGP 1786-02
1786-02 GENERAT STAT WIND HARD

FD171GG

ACCT:

0 0 0 33,381 360,812 360,380 0 VARIANCE ENCUMBERED 00 432.00 888888 0 0 0 33,381 360,812 360,812BUDGET CLOSED: 2010 2011 2012 2013 2013 2014 OPEN: 2016 2017

= PRT DETAIL

CF08

= DSP DETAIL = DSP ENCUMBRANCE

CF04 CF06

SCR

INPUT

ENTER = CONTINUE CF01 = EXIT CF02

# GENERAL LEDGER/BUDGET ACCOUNT INQUIRY DECEMBER 31, 2016 - MONTH LAST CLOSED 231-000-6318-03 HMGP - GUSTAV (1786) NO DEPARTMENT NAME 1786-002 FEMA

ACCT:

VARIANCE	TOWN TOWN	2,569,891-	0		C	190 567-	190,567-	184 942-	521 621-	9 130 250_	4, 100, 007
ENCIMBERED		0	0		N/A	N/A	N/A	N/N	N/A	V/N	T7 /N7
ACTUAL		81,998.22-	00.		00.	00.	00.	625	29,321,25-		
BUDGET		2,651,889	>		0	190,567	190,567	190,567	550,942	2, 139, 332	1))),))),
	OPEN:	2016	7107	CLOSED:	2010	2011	2012	2013	2014	2015	• 

= PRT DETAIL

CF08

CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE

= INPUT SCR

ENTER = CONTINUE CF01 = EXIT CF02

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
DECEMBER 31, 2016 - MONTH LAST CLOSED
301-802-8412-03
UTILITY MAINT & OPER FD
ELECTRIC GENERATION
PLANT REPAIRS

FD171GG

ACCT:

VARIANCE	TOWNING	257,293	491,704			8 537	273,741	58,128	134 149	0007,1400	001,400
ENCLIMBERED		0	31,870		N/A	N/A	N/N	N/A	N/A	V/IV	W /NI
ACTUAL		367,707.07	5,597.47		00	462	258	871.	265,850.56	, 万.万.万.万.万.万.万.万.万.万.万.万.万.万.万.万.万.万.万.	, 500,
BUDGET		625,000	529,171		0				400,000		
	OPEN:	2016	2017	CLOSED:	2010	2011	2012	2013	2014	2015	) { } <b>1</b>

= PRT DETAIL

CF08

CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE

= INPUT SCR

= CONTINUE = EXIT CF02

ENTER CF01 =

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
DECEMBER 31, 2016 - MONTH LAST CLOSED
231-000-7103-01
HMGP - GUSTAV (1786)
NO DEPARTMENT NAME
UTILITY REVENUE FUND

FD171GG

ACCT:

CF08 = PRT DETAIL				i	1
	00	00	00	00	VARIANCE
DSP DETAIL DSP ENCUMBRANCE	N/A N/A	N/A A/A	N/A N/A	00	ENCUMBERED
CF04 = INPUT SCR CF06 =	000	00.	.00.8,345.00-	00.	ACTUAL
压 汗02 =	00	00	0 8,345	00	BUDGET
ENTER = CONTING CF01 = EXIT (	2014 2015	2012 2013	CLOSED: 2010 2011	OPEN: 2016 2017	ODEN

CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
DECEMBER 31, 2016 - MONTH LAST CLOSED
301-999-9102-31
UTILITY MAINT & OPER FD
OPERATING TRANSFERS
OFC-ADDICTIVE DISORDERS

FD171GG

ACCT:

VAPIANCE	A THE LANGE			>		С	0	0	· C	0	0	
TACE MARKED		C	· C	>		N/A	N/A	N/A	N/A	N/A	N/A	
A( CLI AI		00				00.	8,345.00	00.	00	00.	00.	
BULLET		0	С	)		0	8,345	0	0	0	0	
	OPEN:	2016	2017	·  -  -	CLOSED:	2010	2011	2012	2013	2014	2015	

= PRT DETAIL

CF08

CF04 = DSP DETAIL CF06 = DSP ENCUMBRANCE

= INPUT SCR

R = CONTINUE = EXIT CF02

ENTER CF01 =

Soction I







# TERREBONNE PARISH CONSOLIDATED GOVERNMENT

HOUMA, LOUISIANA 70361 (985) 868-3000

# "Memorandum"

TO: Customer Service Teller

FROM: Loretta Lambert

Administrative Technician II

DATE: March 6, 2017

Property Damage Settlement for Damaged HPD Vehicle (Unit #306) SUBJECT:

this check into the proper account for Houma Police Dept. (Account #204-000-6912. Attached, please find check # 20379 in the amount of \$2,026.97 made payable to Terrebonne Parish for damages to insured 2013 Ford Explorer, Unit #306 Please deposit 9

If you have any questions regarding the above, please call at (985) 873-6470.

Thanks for your time and help. Have a wonderful day.

Attachment(s)

CC (Hard Copy): Claim File

Subrogation Recovery File

CC (Electronically): Kayla Dupre, Accounting

Paulette Garrett, Accounting

Dana Coleman, HPD

Donna Wedgeworth, HPD

Saltwater Fishing Capital of the World?

10-18/2-118-200

# GENERAL LEDGER/BUDGET ACCOUNT INQUIRY DECEMBER 31, 2016 - MONTH LAST CLOSED 204-000-6912-00 PUBLIC SAFETY FUND NO DEPARTMENT NAME COMPENSATION PROPERTY DAMAGE

FD171GG

ACCT:

			CF08 = PRT DETAIL
VARIANCE	7,624-	10,349 18,966 6,786 6,860 1,708	J
ENCUMBERED	00	N N N N N N N N N N N N N N N N N N N	DSP DETAIL DSP ENCUMBRANCE
ACTUAL	42,174.55- 2,375.67-	.00 10,348.56- 18,965.51- 6,786.37- 15,080.54- 10,837.51-	CF04 = INPUT SCR CF06 =
BUDGET	42,175 10,000	0 0 0 0 8,221 9,130	压 汗02 =
OPFN	2016 2017 2017	CLOSED: 2010 2011 2012 2013 2013 2014	ENTER = CONTINU CF01 = EXIT (

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
DECEMBER 31, 2016 - MONTH LAST CLOSED
204-211-8421-01
PUBLIC SAFETY FUND
POLICE
AUTO & TRUCK REPAIRS

FD171GG

ACCT:

VARIANCE	4,574 30,731	0 14,966 2,155 703 7,057 16,209-	CF08 = PRT DETAIL
ENCUMBERED VA	0 1,503	N/N N/A N/A A A	DSP DETAIL DSP ENCUMBRANCE
ACTUAL	58,497.03 17,766.27	.00 45,034.06 57,844.97 68,297.42 52,943.18 79,280.23	CF04 = INPUT SCR CF06 =
BUDGET	63,071 50,000	0 60,000 60,000 69,000 60,000	
ODFN ·	2016 2017 2017	CLOSED: 2010 2011 2012 2013 2014 2015	ENTER = CONTINUE CF01 = EXIT CF02



Monday, March 20, 2017

### **Item Title:**

Resolution Authorizing Parish President to Execute CEA with SCPDC

### **Item Summary:**

RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE ON BEHALF OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION TO PROVIDE FOR BUILDING PLAN REVIEW AND INSPECTIONS, AND TO PROVIDE FOR RELATED MATTERS. (The proposed resolution will authorize the Parish President to execute a Cooperative Endeavor Agreement with South Central Planning and Development Commission to provide building plan review and building inspections as it relates to the building permit review and approval process for a period of thirty (30) days in consideration for a portion of the building fees collected.)

### **ATTACHMENTS:**

Description	Upload Date	Type
Executive Summary	3/16/2017	Executive Summary
Resolution	3/16/2017	Resolution
SCPDC-TPCG CEA 2017 - 30 Days	3/16/2017	Backup Material



### EXECUTIVE SUMMARY (REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Resolution Authorizing Parish President to Execute CEA with SCPDC

### PROJECT SUMMARY (200 WORDS OR LESS)

The proposed resolution will authorize the Parish President to execute a Cooperative Endeavor Agreement with South Central Planning and Development Commission to provide building plan review and building inspections as it relates to the building permit review and approval process for a period of thirty (30) days in consideration for a portion of the building fees collected.

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

State law authorizes TPCG to establish agreements with other governmental entities of the state or certified third-party providers to enforce the state uniform construction code in order to provide the services required by law. The most recent contract between the TPCG and the SCPDC for these services was executed on February 13, 2014, which called for a three-year initial term with an option to renew. TPCG desires to continue the contract with SCPDC for the next 30 days.

		7	TOTAL EXPENDITURE	
			\$42,000	
ian kuburtukan sebiaga	1990 N. 1914 - 1914 N. 1814 1914 1914	AMOUNTS	HOWN ABOVE IS: (CIR	CLE ONE)
	A	ACTUAL		<b>ESTIMATED</b>
e an e landare en a ser e stee Titue som en se	and the constant of the	S PROJECTAL	LREADY BUDGETED: *(C	FIRCLE ONE)
N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$504,000

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

Christopher Pulaski Planning & Zoning Director 3/16/17

	-			<b>-</b>			-		-
( )	ЫΙ	НΠ.	$\exists$	v	Hi I	ı,	В	٠.	∕•
		٠,	',	· \	'/		- 1	) 1	١.

SECONDED BY:

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE ON BEHALF OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION TO PROVIDE FOR BUILDING PLAN REVIEW AND INSPECTIONS, AND TO PROVIDE FOR RELATED MATTERS.

**WHEREAS,** in order to comply with Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, regarding the implementation of the Louisiana State Uniform Construction Code, Terrebonne Parish Consolidated Government, on April 12, 2006, adopted the state building codes by virtue of Terrebonne Parish Council Ordinance 7102;

**WHEREAS,** Louisiana Revised Statute 40:1730.24 authorizes the Terrebonne Parish Consolidated Government to "establish agreements with other governmental entities of the state or certified third-party providers . . . enforce the state uniform construction code in order to provide the services required" by law; and

WHEREAS, In accordance therewith, the TPCG joined several surrounding municipalities and parish governments to form the South Central Regional Construction Code Council, which was implemented and administered by the South Central Planning and Development Commission (SCPDC) under a Compliance Program, for the purposes of fulfilling the requirements of the State Uniform Construction Code; and

**WHEREAS,** SCPDC, a local state agency, has provided building plan review and inspection services to TPCG under contract since the implementation of the Compliance Program; and

**WHEREAS,** the most recent contract between the TPCG and the SCPDC for these services was executed by the parties on February 13, 2014, which called for a three-year initial term and provided TPCG an option to renew the contract for additional three-year terms (hereinafter the "2014 Contract"); and

WHEREAS, TPCG did not timely exercise its option to renew the contract; and

**WHEREAS,** TPCG desires to continue the contractual relationship with the SCPDC for the next 30 days, wherein SCPDC provides building plan review and inspection services in consideration for a portion of the building fees collected by the TPCG; and

**WHEREAS,** TPCG further desires to ratify any and all services provided by SCPDC under the terms of the 2014 Contract, as well as any and all payments made by TPCG to SCPDC for those services, which were rendered after the option deadline; and

WHEREAS, The Terrebonne Parish Council, on behalf of the TPCG, finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that the TPCG has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of public funds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council that any and all services provided by SCPDC under the terms of the 2014 Contract, as well as any and all payments made by TPCG to SCPDC for those services, which were rendered after the option deadline as written in the 2014 Contract, are hereby accepted and ratified, and same are hereby deemed valid and performed with the full authority of the Terrebonne Parish Council to the Parish President to effectuate the same on behalf of the Terrebonne Parish Consolidated Government; and

**BE IT FURTHER RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to execute, on behalf of the Terrebonne Parish Consolidated Government, a Cooperative Endeavor Agreement with the SCPDC for their provision of building plan review and inspection services in consideration of a portion of the building permit fees collected by the Terrebonne Parish Consolidated Government, and to be substantially in conformance with the terms and provisions contained in the agreement annexed to this resolution.

THERE WAS RECORDED:		
YEAS:		
NAYS:		
NOT VOTING:		
ABSENT:		
The Chairman declared this resolution adopted this	day of	2017.

### STATE OF LOUISIANA

### PARISH OF TERREBONNE

### A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

### 1. South Central Regional Building Code Compliance Program

- A. The South Central Regional Building Code Compliance Program is a program established by SCPDC in order for SCPDC to provide plan review and inspection services in compliance with Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session (hereinafter "Act 12"). SCPDC shall staff the Compliance Program with a Certified Building Official, plan examiners, building inspectors, and all clerical and accounting personnel necessary to carry out the daily functions of the Compliance Program. All employees of the Compliance Program shall work under the direction of SCPDC and with guidance from the South Central Regional Construction Code Council.
- B. Parish shall accept permit applications accompanied by all information required by the "Checklist of Documents to be Submitted" as prepared by SCPDC. Upon receipt by SCPDC, the certified plan examiner will review the submitted plans and permit application for compliance with Act 12 and other applicable building code laws and ordinances. Should SCPDC require additional information or plan revisions prior to certifying that the plans comply with Act 12, SCPDC shall contact the applicant directly. Upon receipt of plans and applications certified in compliance with Act 12 by the Certified Building Official or other designees of the Certified Building Official, Parish may issue the necessary permit.
- C. In accordance with established procedures of the Compliance Program, SCPDC is responsible for scheduling required inspections with the applicant during construction. All inspections shall be carried out within one (1) business day of request for inspection with the exception of emergency inspections, which shall be carried out immediately by the on-call inspector. Inspections carried out by SCPDC shall include but shall not be limited to open slab, open wall and roof, finish wall and certificate of occupancy inspections. Inspectors shall report back to a central database with the results of inspections. Copies of the inspection reports shall be sent to Parish and to the applicant designated locations. Upon satisfactory final inspection, the Chief Building Official shall notify Parish and authorize issuance of the Certificate of Occupancy.

### 2. South Central Regional Construction Code Council

Parish agrees to actively participate in the South Central Regional Construction Code Council (Code Council). The Code Council membership shall consist of each of the chief elected Parish officials or his/her designated Parish official and the Chief Executive Officer of SCPDC or his designee. Each chief elected Parish Official shall declare his designee in writing to SCPDC. The Code Council shall provide administrative oversight and an appeals forum for the Compliance Program. The Code Council shall meet quarterly or as otherwise established in order to properly conduct business. The

Code Council shall adopt Rules and Procedures to implement its administrative oversight and appeals functions.

### 3. Fees

- A. Parish declares and SCPDC acknowledges and understands that Parish maintains the sole authority to set permit fees associated with building permit applications. Parish further declares and SCPDC acknowledges and understands that Parish, through its Parish President (or his designee), maintains the sole authority to interpret permit applications, calculate and determine permit fees, and calculate and determine applicable discount rates, if any.
- B. Parish agrees to collect fees from the applicants upon application for permits. Parish will retain 20% of the permit fee for Parish administrative purposes and remit to SCPDC the remaining 80%.
- C. The Code Council shall on a quarterly basis evaluate the revenues and expenditures within the Compliance Program and provide a financial report to Parish and other member entities. SCPDC shall at the close of its fiscal year conduct and provide an audit of all financial accounts associated with the Compliance Program to each respective governing authority.
- D. Parish may grant a permit fee discount to applicants who have contracted with a qualified third party provider for plan reviews and inspections as required by the Louisiana Uniform Construction Code and other state or local laws which have been or may be adopted, said discount to be no greater than 40% of the standard permit fee that would otherwise be charged the applicant. In the instance that a third party provider is used for plan review only, there shall be no discount. In the instance that the third party provider is used for inspections only, the discount shall be no greater than 30% of the standard permit fee. In those instances where a permit fee discount is warranted as stated above, Parish shall retain 20% of the standard permit fee and remit to SCPDC 50% of the standard permit fee.
- E. In the event that the parties to this agreement agree to an extension of the original term of this agreement, the parties reserve the right to renegotiate that portion of the permit fee remitted to SCPDC.

### 4. Indemnification

- A. Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit loss or expense caused thereby.
- B. SCPDC agrees to protect, defend, indemnify, save and hold harmless Parish, its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of SCPDC, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of Parish, its officers, agents, servants and employees. SCPDC agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.
- C. Parish agrees to protect, defend, indemnify, save and hold harmless SCPDC its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of Parish, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of SCPDC, its officers, agents, servants and employees. Parish agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.

### 5. <u>Insurance</u>

SCPDC and Parish shall each procure and maintain, for the duration of this agreement, insurance for directors, officers' liability and insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the parties' obligations as follows.

- A. Minimum Limits of Insurance. Maintain limits no less than:
  - Professional Liability Coverage (E & O): The limits of this coverage shall be a minimum of \$1,000,000 per loss; \$1,000,000 Aggregate. This requirement shall extend to all professional subcontractors employed by the party. Each party shall provide certification of such insurance and a copy of the policy upon request.
  - Commercial General Liability, including contractual coverage, in the minimum amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Utilize the latest Insurance Services Office form covering Commercial General Liability. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
  - Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. Utilize the latest Insurance Services Office form covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this Agreement, and if the party does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
  - Workers' Compensation limits as required by the Labor Code of the State in which the party will conduct operations for services rendered in this Agreement and Employer's Liability coverage.
  - Cyber Liability (If Applicable): \$1,000,000 Per Claim and Aggregate limits (depending on the services to be provided, coverage should be Technology E&O, Network Security/Privacy Coverage or Media Liability Coverage or higher limits may be required depending on size of contract).
- B. Deductibles and Self-Insured Retentions. Each party shall declare any deductibles or self-insured retention.
- C. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A-:VI and licensed to do business in Louisiana. This requirement will be waived for workers' compensation coverage only for those whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.
- D. Verification of Coverage. Each party shall furnish the other with certificates of insurance of its insurance policies affecting coverage required. Each party reserves the right to require complete, certified copies of all required insurance policies at any time.
- E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
  - Each party, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the insured party; premises owned, occupied or used by the insured party. The coverage shall contain no special limitations on the scope of protection afforded to the additional insured, its officers, officials, employees or volunteers.
  - Any failure to comply with reporting provisions of the policy shall not affect coverage provided to additional insured, its officers, officials, employees, Boards and Commissions or volunteers.
  - Workers' Compensation and Employer's Liability Coverage Each party shall waive all rights of subrogation against the other, its officers, officials, employees and volunteers for losses arising from work performed by the insured party.
- F. Subcontractors. The insured party shall cover all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein.

### 6. Records/Equipment

Parish and SCPDC shall retain records associated with the Compliance Program for a period of not less than five years. All equipment purchased with the grant funds shall remain the property of SCPDC.

### 7. Term and Termination

- A. Parish shall participate in the Compliance Program for a term of forty-five (45) days, commencing from start of business on March 23, 2017. This contract shall expire at 11:59 p.m. on Friday, April 21, 2017.
- B. The parties may terminate this Agreement by written mutual consent.

### 8. Notice

In the event a claim, action or lawsuit is made against any one of the parties to this agreement, written notice of such claim shall be made to the other party immediately, either electronically or via the United States Postal System, postage prepaid and properly addressed to the individual and address identified on the signature page to this agreement.

### 9. Waiver

The waiver by any party to this agreement of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term condition or covenant herein contained.

### 10. Entire Agreement

This Cooperative Endeavor Agreement reflects the entire agreement of the parties hereto and shall not be altered, changed or modified in any respect, except in writing, signed by both parties.

### 11. Governing Law

This Cooperative Endeavor Agreement shall be construed under the laws of the State of Louisiana.

### 12. Section Headings

The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof.

### 13. Covenants Binding

The terms, covenants, agreements and conditions contained in this Cooperative Endeavor Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and proper assigns.

### 14. Signatures

[SIGNATURES APPEAR ON FOLLOWING PAGE]

### SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION:

	WITNESSES:	X:
NOTARY PUBLIC  TERREBONNE PARISH CONSOLIDATED GOVERNMENT  THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday, March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, duauthorized and acting for and in the parish and state first ascribed.		By:
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday,  March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, du  authorized and acting for and in the parish and state first ascribed.		Its:
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday,  March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, du  authorized and acting for and in the parish and state first ascribed.		
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday,  March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, du  authorized and acting for and in the parish and state first ascribed.		
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday,  March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, du  authorized and acting for and in the parish and state first ascribed.		
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday,  March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, du  authorized and acting for and in the parish and state first ascribed.		
THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday, March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, duauthorized and acting for and in the parish and state first ascribed.	_	NOTARY PUBLIC
THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday, March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, duauthorized and acting for and in the parish and state first ascribed.		
THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday, March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, duauthorized and acting for and in the parish and state first ascribed.		
THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday, March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, duauthorized and acting for and in the parish and state first ascribed.		
THUS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on theday, March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, duauthorized and acting for and in the parish and state first ascribed.		
March 2017, in the presence of the undersigned competent witnesses, and me, Notary Public, duauthorized and acting for and in the parish and state first ascribed.	TERREBONNE DARIS	CONSOLIDATED GOVERNMENT
authorized and acting for and in the parish and state first ascribed.	TERREBONNE PARIS	CONSOLIDATED GOVERNMENT
	THUS DONE AND SI	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o
WITNESSES:	THUS DONE AND SI March 2017, in the preso	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o ce of the undersigned competent witnesses, and me, Notary Public, duly
	THUS DONE AND SI March 2017, in the preso	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o ce of the undersigned competent witnesses, and me, Notary Public, duly
	THUS DONE AND SI March 2017, in the preso authorized and acting for	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o ce of the undersigned competent witnesses, and me, Notary Public, duly
	THUS DONE AND SI March 2017, in the preso authorized and acting for	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o ce of the undersigned competent witnesses, and me, Notary Public, duly
D. CORDONE DOVE	THUS DONE AND SI March 2017, in the preso authorized and acting for	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o ce of the undersigned competent witnesses, and me, Notary Public, duly
By: GORDON E. DOVE  Its: Parish President	THUS DONE AND SI March 2017, in the preso authorized and acting for	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o ce of the undersigned competent witnesses, and me, Notary Public, duly nd in the parish and state first ascribed.
its. I alish I resident	THUS DONE AND SI March 2017, in the preso authorized and acting for	NED AT Houma, Terrebonne Parish, Louisiana, on theday, o ce of the undersigned competent witnesses, and me, Notary Public, duly nd in the parish and state first ascribed.  By: GORDON E. DOVE

NOTARY PUBLIC

Category Number: Item Number: 10.



Monday, March 20, 2017

### **Item Title:**

2017 Various Items for Budget Amendment

### **Item Summary:**

CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET, AND 2017 BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Planning, \$401,487
- II. Planning, add positions and calling a public hearing on said matter on April 12 at 6:30 pm

### **ATTACHMENTS:**

Description	Upload Date	Type
2017 Various Items for Budget Amendment	3/16/2017	Executive Summary
2017 Various Items for Budget Amendment	3/16/2017	Backup Material
2017 Various Items for Budget Amendment	3/16/2017	Ordinance



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Ordinance for a Budget Amendment

### PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET, AND 2017 BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Planning, \$401,487
- II. Planning, add positions

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

See above

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
/s/ Kayla Dupre					_	Marc	:h 16, 2017	<u>,</u> -	
Si	gnature					Dat	te		

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
151-193-8914-01
GENERAL FUND
PLANNING
MOTOR VEHICLES

FD171GG

ACCT:

1			= PRT DETAIL
VARIANCE	00	00000	CF08
ENCUMBERED	00	N/N N/A N/A A/A	DSP DETAIL  DSP ENCUMBRANG
ACTUAL	8.8.	8.8.8.8.8.8	CF04 = INPUT SCR CF06 =
BUDGET	00	00000	JE JF02 =
OPFN:	2016 2017	CLOSED: 2010 2011 2012 2012 2013 2014 2015	ENTER = CONTING CF01 = EXIT (

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
151-193-8325-01
GENERAL FUND
PLANNING
OTHER CONTRACTS & LEASES

ACCT:

FD171GG

VARIANCE	00	0	85-	85-	0	85-	0		CF08 = PRT DETAIL
ENCUMBERED V	00	N/A	N/A	N/A	N/A	N/A	N/A		DSP ENCUMBRANCE
LUAL	00.	00.	85.00	85.00	8.	85.00	00.	CF04 =	CF06 =
BUINET	00	0	Ō	0	0	0	0	FINUE	CF02 = INPUT SCR
OPFN:	2016 2017	CLOSED: 2010	$\frac{2011}{2011}$	2012	2013	2014	2015	ENTER = CONTINUE	CF01 = EXIT

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
151-193-8111-01
GENERAL FUND
PLANNING
SALARIES & WAGES

FD171GG

ACCT:

VARIANCE	59,132 547,551	0	3,738- 18.416-	4,661-	20,150-	30,478-	CF08 = PRT DETAIL	
ENCUMBERED	 	N/A	N/A A/A	N/A	N/A	N/A	DSP DETAIL DSP ENCUMBRANCE	
ACTUAL	603,268.97 120,372.96	00.	601,370.16 $637.741.41$	652,212.45	680,569.30	688,600.94	CF04 = INPUT SCR CF06 =	
BUDGET	662,401 667,924	0	597,632 619,325	647,551	660,419	658, 123	UE CFO2 =	
	OPEN: 2016 2017	CLOSED: 2010	2011 2012	2013	2014	2015	ENTER = CONTING CF01 = EXIT (	

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
151-193-8349-29
GENERAL FUND
PLANNING
GAS PERMITS - SCP

FD171GG

ACCT:

VARIANCE	4,000 13,500	0	0 24 860-	$\frac{1}{2}$ , 470–	1,700	11,190	CF08 = PRT DETAIL	
ENCUMBERED	00	N/A	N/A N/A	N/A	N/A	N/A	DSP DETAIL DSP ENCUMBRANCE	
ACTUAL	16,000.00 2,500.00	00.	24,860.00	33,900.00	24,700.00	19,720.00	CF04 = INPUT SCR CF06 =	
RUDGE]	20,000 16,000	00	0	31,430	26,400	30,910	ENTER = CONTINUE CF01 = EXIT CF02 = I	
OPFN	2016 2017	CLOSED: 2010	2012	2013	2014	C10Z	ENTER = ( CF01 = E)	

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
151-193-8349-28
GENERAL FUND
PLANNING
MECHANICAL (BLDG) PERMITS-SCP

ACCT:

FD171GG

VARIANCE	3,000- 6,900	2,980- 2,100- 848- 58- 370	SEEDS BUDGET AMOUNT  CF08 = PRT DETAIL
ENCUMBERED	00	N N N N N N N N N N N N N N N N N N N	ACCOUNT EXCEEDS DSP DETAIL DSP ENCUMBRANCE
ACTUAL	8,600.00	4,100.00 3,100.00 5,900.00 7,000.00	CF04 = INPUT SCR CF06 =
BUDGET	5,600	1,120 1,000 5,052 5,842 7,370	ENTER = CONTINUE CF01 = EXIT CF02 = I
OPFN:	2016 2017 2017	CLOSED: 2010 2011 2012 2013 2013 2014	ENTER = CC CF01 = EXI

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
151-193-8349-27
GENERAL FUND
PLANNING
BUILDING PERMITS-SCP

FD171GG

ACCT:

VARIANCE	197,321 352,687	0 204,104- 139,405- 28,767- 263,680	CF08 = PRT DETAIL
ENCUMBERED	00	N N N N N N N N N N N N N N N N N N N	= DSP DETAIL = DSP ENCUMBRANCE
ACTUAL	402,678.87 67,313.22	.00 638, 684. 15 708, 103. 65 903, 205. 07 734, 644. 88 596, 337. 34	CF04 = INPUT SCR CF06 =
BUDGET	600,000 420,000	0 456,000 504,000 763,800 705,878 860,017	NTINUE [T CF02 =
_ NEWO	2016 2016 2017	CLOSED: 2010 2011 2012 2013 2013 2014 2015	ENTER = CONTINUE CF01 = EXIT CF02

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
151-193-8349-26
GENERAL FUND
PLANNING
ELECTRIC PERMITS - SCP

ACCT:

FD171GG

FI	000	0 170 380 47 41	8 = PRT DETAIL
VARIANCE	20,400 59,900	20,470 18,680 18,147 42,147 3,141 3,665	CE CF08
ENCUMBERED	00	N/N/N/A N/A N/A	= DSP DETAIL = DSP ENCUMBRANCE
ACTUAL	67,600.00 10,100.00	.00 91,530.00 74,920.00 91,300.00 86,338.72 92,100.00	CF04 INPUT SCR CF06
BUDGET	88,000 70,000	0 112,000 93,600 133,447 89,480 95,765	NTINUE T CF02 =
NAGO	OFEN: 2016 2017	CLOSED: 2010 2011 2012 2013 2013 2014 2015	ENTER = CONTINUE CF01 = EXIT CF02

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JANUARY 31, 2017 - MONTH LAST CLOSED
JANUARY 31, 2017 - MONTH LAST CLOSED
GENERAL FUND
PLANNING
PLANNING
PLUMBING PERMITS - SCP

ACCT:

FD171GG

VARIANCE	1,527- 5,000	0 400	6,640 3,738	837	1,212-	BUDGET AMOUNT	CF08 = PRT DETAIL
,	00					T EXCEEDS	RANCE
ENCUMBERED		N/A A/A	ZZ	N	N		DSP ENCUMBRANCE
JAL	5,526.72 1,000.00	.00 11,600.00	200.00	452.80	200.00	11	CF06 = D
ACTUAL	T 2	11,	ιυ 4	ŧφ	တ်		INPUT SCR
BUDGET	4,000 6,000	12,000	11,840 $7.938$	7,290	6,988	= CONTINUE	CF02 ==
ODEN:	OFEN. 2016 2017	CLOSED: 2010 2011	$2012 \\ 2013$	2014	2015	ENTER = CONT	CF01 = EXIT

ORDINANCE NO.
---------------

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 2017 BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

### SECTION I

WHEREAS, Administration is requesting that all building plan review and inspection services be performed within the planning department of Terrebonne Parish Consolidated Government, and

WHEREAS, these services are currently being performed by South Central Planning and Development Commission, and

WHEREAS, the funding source is from the budgeted expenditures to South Central Planning and Development Commission for \$401,487

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Adopted Operating Budget of the Terrebonne Parish Consolidated Government be amended to recognize the funding of these services to be performed within Terrebonne Parish Consolidated Government. (Attachment A)

### SECTION II

WHEREAS, the positions will become a part of the Terrebonne Parish Compensation Plan, and

WHEREAS, the salary range will be established in said plan.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2017 Budgeted Positions of the Terrebonne Parish Consolidated Government be amended for these positions (Attachment B)

Prepared By: Finance Department

PC File: 2017-Permits

Date Prepared: 3/16/17 BA #11

ATTACHMENT A - Planning					
	2017				
	Adopted	Change	Amended		
Plumbing Permits-SCP	6,000	(4,500)	1,500		
Electric Permits - SCP	88,000	(54,900)	33,100		
Building Permits - SCP	420,000	(322,687)	97,313		
Mechanical (Bldg) Permits - SCP	8,000	(6,400)	1,600		
Gas Permits -SCP	16,000	(13,000)	3,000		
Salaries & Wages	667,924	304,806	972,730		
Other Contracts & Leases	-	30,000	30,000		
Motor Vehicles	-	50,000	50,000		
Computer Equipment	597	11,681	12,278		
Office Equipment	341	5,000	5,341		

ATTACHMENT B - Planni							
				2016			
	Adopted	Adopted Change Amended Level MIN MID MA					
Chief Building Official	0	1	1	213	69,250	86,562	103,874
Building Plans Examiner	0	1	1	212	62,954	78,693	94,431
Building Code Inspector	0	2	2	210	52,028	65,035	78,042
Administrative Coordinator II	1	1	2	106	27,269	34,091	40,914

Category Number: Item Number: 11.



Monday, March 20, 2017

### **Item Title:**

Proposed Ordinance to Amend Chapters 6 and 9 of Parish Code

### **Item Summary:**

INTRODUCING AN ORDINANCE OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT COUNCIL AMENDING THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT CODE OF ORDINANCES BY AMENDING APPENDIX A OF CHAPTER 6, "BUILDINGS AND STRUCTURES" AND SECTION 9-37, "APPEALS AGAINST DENIAL OF VARIANCE BY THE REVIEWING AUTHORITY," FOUND IN CHAPTER 9, FLOOD DAMAGE PREVENTION, FOR THE PURPOSES OF RESTRUCTURING BUILDING CODE PLAN REVIEW AND INSPECTIONS FOR THE PARISH OF TERREBONNE, AMENDING THE REVIEW PROCESSES FOR THOSE SECTIONS AND CALLING A PUBLIC HEARING ON APRIL 12, 2017 AT 6:30 P.M. (The proposed amendments to the ordinance will establish the in-house administrative appeals process for those wishing to appeal permit review and inspection decisions.)

### **ATTACHMENTS:**

Description	<b>Upload Date</b>	Type
Executive Summary	3/16/2017	Executive Summary
Revised, Proposed Amendment to Ordinance	3/17/2017	Cover Memo



### **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Proposed Ordinance to Amend Portions of Chapters 6 and 9 of the Parish Code

### PROJECT SUMMARY (200 WORDS OR LESS)

The proposed amendments to the ordinance will establish the in-house administrative appeals process for those wishing to appeal permit review and inspection decisions.

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

In an effort to facilitate costs savings for citizens of the parish of Terrebonne, as well as to facilitate costs savings for the Terrebonne Parish Consolidated Government, the Terrebonne Parish Consolidated Government desires to perform building plan review and inspections under the Terrebonne Parish Building Code in-house, rather than contracting those duties out. The establishment of the appeal review process and procedure is part of that effort.

			TOTAL EXPENDITURE			
	\$0.00					
patricia e degrapia de la propia	dramatic consultations are	AMOUNT	SHOWN ABOVE IS: (CTR	CLE ONE).		
	A	ACTUAL		ESTIMATED		
The state of the s	K	S PROJECTA	NERIEADY BUDGETIED: ((C	CIRCLE ONE)		
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:			

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

Christopher Pulaski ( Planning & Zoning Director Date

OFFERED BY:	
SECONDED BY:	

### ORDINANCE NO.

AN ORDINANCE OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT COUNCIL AMENDING THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT CODE OF ORDINANCES BY AMENDING APPENDIX A OF CHAPTER 6, "BUILDINGS AND STRUCTURES" AND SECTION 9-37, "APPEALS AGAINST DENIAL OF VARIANCE BY THE REVIEWING AUTHORITY," FOUND IN CHAPTER 9, FLOOD DAMAGE PREVENTION, FOR THE PURPOSES OF RESTRUCTURING BUILDING CODE PLAN REVIEW AND INSPECTIONS FOR THE PARISH OF TERREBONNE, AMENDING THE REVIEW PROCESSES FOR THOSE SECTIONS, AND TO PROVIDE FOR RELATED MATTERS.

Whereas, Section 1 - 06 of the Home Rule Charter for the Parish of Terrebonne 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 matter necessary, requisite or proper for the management of the parish affairs, and all other subject matter without exception, subject only to the limitations that the same shall not be inconsistent with the Constitution or expressly denied by the general law applicable to the parish; and

Whereas, in an effort to facilitate costs savings for citizens of the parish of Terrebonne, as well as to facilitate costs savings for the Terrebonne Parish Consolidated Government, the Terrebonne Parish Consolidated Government desires to perform building plan review and inspections under the Terrebonne Parish Building Code in-house, rather than contracting those duties out;

Whereas, to further facilitate costs savings, Terrebonne Parish Consolidated Government also desires to set up an in-house administrative appeals process for those wishing to appeal permit review and inspection decisions;

Whereas, accordingly, the Terrebonne Parish Consolidated Government desires to amend Appendix A of Chapter 6 of the Terrebonne Parish Code of Ordinances to provide for those purposes;

Whereas, Terrebonne Parish Consolidated Government, likewise, desires, for consistency purposes, to establish a similar administrative appeals process for those wishing to appeal denials of applications for flood plain variances;

**Whereas**, accordingly, the Terrebonne Parish Consolidated Government desires to amend Section 9-37 of the Terrebonne Parish Code of Ordinances; and

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

### Section I

The following sections of the Code of Ordinances of Terrebonne Parish at Chapter 6, Appendix A, are hereby amended, using strikethrough to indicate deletions and underlining to indicate additions, and same are hereby adopted to read as follows:

### **SECTION 103**

### ADMINISTRATION & ENFORCEMENT

- 103.1 Administration. Terrebonne Parish Consolidated Government (TPCG), hereinafter referred to as "the jurisdiction", shall have full control of this code and the parish president shall appoint or designate a Chief Building Official and a Building Code Administrator qualified to be responsible for all aspects of its administration and supervision of its implementation.
- 103.2. Creation of Enforcement Agency. The <u>Chief Building Official</u> South Central Regional Construction Code Council (SCRCCC) shall be responsible for the overall enforcement of this code under the terms of and to the extent provided in a Cooperative Endeavor Agreement (CEA) between the jurisdiction and SCRCCC. Whenever the term "department of building safety" is used in the codes adopted by virtue of this chapter, it shall, to the extent determined under the terms of the CEA, mean the <u>Regulatory Division of the Planning & Zoning Department</u> South Central Regional Construction Code Council.
- 103.3. Appointment of a Building Official. South Central Regional Construction Code Council shall appoint—the building official and t Throughout this code the term "building official" shall refer to the building official appointed or designated by the parish president South Central Regional Construction Code Council.

The *Building Official* shall be the sole authority for interpretative and technical matters required by the code. Provided that, for the purposes of administering the code, the *Building Code Administrator* appointed or designated by the <u>parish president jurisdiction</u> as the most senior construction code enforcement official employed by the jurisdiction, shall conjointly be vested with such *administrative* duties and powers as are herein accorded to the *building official*.

103.4. Deputies. In accordance with the prescribed procedures of the <u>jurisdiction</u>, South Central Regional Construction Code Council, deputy inspectors, related technical officers, plan examiners, and other employees shall be appointed <u>or designated</u>. Such employees shall have powers, as delegated by the *building official*.

\* \* \*

### **SECTION 113**

### **BOARD OF APPEALS**

- 113.1. General. In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, an administrative appeal shall be invoked. A Building Code Administrative Review Board shall be and is hereby created for this purpose.
  - a. An Administrative Review Board hearing shall be conducted by the Parish Manager, who shall hold an administrative hearing, for which purpose the parish manager shall sit as chairman, with three board members: the Director of Planning and Zoning; a person designated by the Parish President for their knowledge of construction matters; and the Chief Building Official, who shall be a member without vote. there shall be and hereby created a board of appeals. The board of appeals shall be appointed by the South Central Regional Construction Code Council and shall hold office at its pleasure.
  - <u>b. Time for Appeal.</u> An application for appeal shall only be valid if it is delivered in writing <u>to the Director of the Planning and Zoning Department</u> within 20 5 days of the decision against which appeal is being made.
  - c. Board is Advisory Panel. The Building Code Administrative Review Board shall sit and conduct hearings as an advisory panel, and after each hearing, the Board shall make its written recommendation(s) to the Parish President. The Parish President shall have the final decision on the appeal. The Parish President shall render all decisions and findings in writing to the appellant with copies to the Board and the Building Official.
- 113.2 Rules of Procedure. The <u>Administrative Review</u> board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with copies to the building official and the jurisdiction.
- 113.3 Limitations on authority. An appeal may only be based on a claim that:
  - a. The true intent of this code has been incorrectly interpreted; or
  - b. The relevant provisions of this code do not apply to the structure; or
  - c. An equally good or better form of construction is proposed and supported by an engineering assessment sealed by a professional engineer acting within his registered specialty.

The Board shall have no authority to waive, modify or grant variance in respect of

any of the provisions of this code.

413.4. Qualifications. The board of appeals shall consist of members who are chief elected officials, or their designee, from each jurisdiction participating in the South Central Regional Code Compliance Program. The building official shall be an exofficio member of said board but shall have no vote on any of its proceedings.

### Section II

The Code of Ordinances of Terrebonne Parish at Chapter 9, "Flood Damage Prevention," Section 9-37, "Appeals against denial of variance by the reviewing authority," is hereby amended, using strikethrough to indicate deletions and underlining to indicate additions, to read as follows:

### Sec. 9-37. - Appeals against denial of variance by the reviewing authority.

In order to hear and decide appeals against unfavorable functionally dependent use determinations made by the reviewing authority, there shall be and hereby is created an Flood Plain Administrative Review Board. Board hearings shall be conducted by the Parish Manager, who shall hold an administrative appeal hearing, for which purpose the Parish Manager shall sit as chairman, with four board members: the Director of Planning and Zoning; a person designated by the Parish President for their knowledge of construction matters; as well as the Chief Building Official and the Parish Floodplain Manager, both of whom shall be members without vote. appeals body which shall consist of the South Central Regional Construction Code Council.

- (1) Application for appeal shall only be valid if it is delivered in writing to the director of planning and zoning within fifteen (15) five (5) days of the issuance of notice for the decision against which appeal is being made. Such application shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00).
- (2) Rules of procedure. The director of planning and zoning shall refer a correctly filed appeal to the appeals body within five (5) working days of its receipt; and the appeals body shall, within the normal rules of procedure for conducting its business, hear the appeal as expeditiously as possible. Within five (5) days of the hearing, the appeals body shall make written recommendation(s) to the Parish President, and the Parish President shall have the final decision on the appeal. The Parish President shall render Aall decisions and findings of the appeals body shall be communicated in writing to the appellant, within five (5) fifteen (15) working days of the conclusion of it's the hearing, with copies to the appeals body, the parish building code administrator, the parish floodplain administrator, and the director of planning and zoning.
- (3) Limitations on authority. An appeal may only be based on a claim that:

- a. The true intent of this article has been incorrectly interpreted; or
- b. The relevant provisions of this article do not apply to the structure; or
- c. An equally good or better form of construction is proposed and supported by an engineering assessment sealed by a professional engineer acting within his registered specialty.

The appeals body shall have no authority to otherwise waive, modify or grant variance in respect of any of the provisions or requirements of this article.

### Section III

Any and all other provisions of the Code not amended herein, shall remain in full force and effect. 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 2-12 or 2-13(b) of the Home Rule Charter or as otherwise required by 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	d on this, the day of 2017.
	CHAIDMANI
	CHAIRMAN TERREBONNE PARISH COUNCIL
VENITA H. CHAUVIN	

COUNCIL CLERK

### TERREBONNE PARISH COUNCIL Date and Time Delivered to Parish President:

Approved		Vetoed
11	Gordon E. Dove, Parish President	
	Terrebonne Parish Consolidated Government	
	Date and Time Returned to Council Clerk:	
		_
	*****	
	N, Council Clerk for the Terrebonne Parish Council correct copy of an Ordinance adopted by the	
	, 2017, at which meeting a quoru	
GIVEN UNDER MY O	FFICIAL SIGNATURE AND SEAL OF OFF	ICE THIS DAY
	VENITA H. CHAUVIN	
	COUNCIL CLERK	
	TERREBONNE PARISH (	COUNCIL