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# TERREBONNE PARISH COUNCIL

## BUDGET AND FINANCE COMMITTEE

|                               |                 |
|-------------------------------|-----------------|
| Ms. Arlanda Williams          | Chairwoman      |
| Ms. Christa Duplantis-Prather | Vice-Chairwoman |
| Mr. John Navy                 | Member          |
| Mr. Gerald Michel             | Member          |
| Mr. Scotty Dryden             | Member          |
| Mr. Darrin Guidry             | Member          |
| Mr. Al Marmande               | Member          |
| Mr. Dirk Guidry               | Member          |
| Mr. Steve Trosclair           | Member          |



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

September 11, 2017  
5:30 PM

Parish Council Meeting Room

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**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. 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. Consider the introduction of an ordinance to declare as surplus a tax property located at Lots 8, 9, 10, 11 & 13 and rear portion of Lots 4, 5, 6, & 7 of Argyle Plantation Subdivision with 2.5% interest adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 13, 2017 at 6:30 p.m. (Pull - this item has already been done.)~~
2. Consider the introduction of an ordinance to declare as surplus a tax property located at 214 Margaret Street adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 27, 2017 at 6:30 p.m.

3. RESOLUTION: Authorizing the Parish President to execute DNR Cooperative Endeavor Agreement LAGOV No. 2000275642 with the Louisiana Department of Natural Resources with respect to the "Terrebonne Parish Local Coastal Program Implementation.
4. RESOLUTION: Declaring truck, computers and miscellaneous equipment from various departments/divisions, with a value of \$5000 or less, as surplus and authorizing said items to be disposed of by any legally approved methods.
5. Consider the introduction of an ordinance to declare as surplus a tax property located at 207 Authement Street adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 27, 2017 at 6:30 p.m.
6. Consider the introduction of an ordinance to declare as surplus a tax property located at 307 Palm Avenue in which the parish has 1% interest adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 27, 2017 at 6:30 p.m.
7. Introducing an ordinance that will declare property located at 6321 West Main Street, owned by Terrebonne Parish Consolidated Government as surplus property and calling a public hearing on September 27, 2017 at 6:30m p.m.
8. A resolution authorizing the Parish President to execute an application form to the U.S. Department of Justice, Office of Justice Programs 2017 Edward Byrne Memorial JAG Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto
9. RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND TERREBONNE PARISH COMMUNICATIONS DISTRICT TO PROVIDE FOR SPACE TO HOUSE A PORTION OF THE HOUMA POLICE DEPARTMENT, AND TO PROVIDE FOR RELATED MATTERS.
10. Introducing an ordinance that will establish Terrebonne Parish Consolidated Government's donation of ten thousand (\$10,000) dollars to Houma Terrebonne Housing Authority to fund "Youth Empowering Youth Program" (subject to legal approval of both TPCG and HTHA), and amending the 2017 Budget to transfer \$10,000 to the General Fund for said Program and calling a public hearing on September 27, 2017 at 6:30 p.m.
11. CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.
  1. Parishwide Drainage Construction, \$338,229
  2. Houma Fire Department-Firehouse Sub donation, \$21,987
  3. Falgout Canal Road Restoration, \$3,896,407
  4. Houma Police Department-Walmart donation, \$1,000
  5. CDBG Program, \$10,513
  6. HOME Investment Partnerships Program, \$11,590
  7. Group Insurance Fund, \$400,000
  8. Drainage Tax Fund, \$500,000
  9. Re-class Several CDBG Recovery Projects, Net Affect - \$0and calling a public hearing on said matter on September 27 at 6:30 pm
12. RESOLUTION: Giving Notice of Intent to adopt an Ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include a 10-court tennis complex located at 106 Southdown West Boulevard, Houma among the list of recreational facilities for the use and enjoyment of the citizens of Terrebonne Parish and calling for a public hearing on

Wednesday, September 27, 2017 at 6:30 p.m.

13. RESOLUTION: To authorize the Parish President, on behalf of Terrebonne Parish Consolidated Government, to execute a lease agreement for the 10-Court Tennis Complex (attached hereto as Exhibit A), develop reasonable terms and conditions associated with a Request for Qualifications for a tennis professional and subsequent contract for such services subject to review and approval by Parish Legal Department, job descriptions for part-time staff, and an associated financial plan to make Terrebonne Parish whole for the purposes of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available and execute associated agreements.
14. Adjourn

Category Number:  
Item Number:



Monday, September 11, 2017

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, September 11, 2017

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, September 11, 2017

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**Item Title:**

Ordinance to declare as surplus adjudicated property in which the parish has 2.5 % interest.

**Item Summary:**

~~Consider the introduction of an ordinance to declare as surplus a tax property located at Lots 8, 9, 10, 11 & 13 and rear portion of Lots 4, 5, 6, & 7 of Argyle Plantation Subdivision with 2.5% interest adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 13, 2017 at 6:30 p.m. (Pull - this item has already been done.)~~

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 8/15/2017          | Executive Summary |
| Ordinance          | 8/15/2017          | Ordinance         |
| Backup Material    | 8/15/2017          | Backup Material   |



## 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, 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)

### 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 adjudicated to 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: \$500 + closing costs

#### 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

Angela Guidry, Purchasing Manager

August 11, 2017

Signature

Date

OFFERED BY:  
SECONDED BY:

ORDINANCE NO: \_\_\_\_\_

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, 2.5000% of immovable property owned by JAMES E. BUCK, JR. and described below was adjudicated to the Terrebonne Parish Consolidated Government on JULY 2, 2013 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, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in force and effect, the provisions of this ordinance hereby being declared to be severable.

#### 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 ordinance adopted this \_\_\_\_day of \_\_\_\_\_, 2017.

## Terrebonne Parish Assessor 2017 Assessment Listing

**Parcel#**

38740

View on Map (<http://atlas.geoportalmaps.com/terrebonne/q/Parcel?ParcelNumber=38740>)**Primary Owner**

FESI, MICHAEL A. &amp; CARLA 3/4

**Mailing Address**P.O. BOX 4034  
HOUMA LA 70361**Ward**

09

**Type**

REAL

**Legal**

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.

**Physical Address****Parcel Items**

| Property Class | Assessed Value | Units        | Homestead |
|----------------|----------------|--------------|-----------|
| WOODLAND       | 400            | 40.00        | 0         |
| <b>TOTAL</b>   | <b>400</b>     | <b>40.00</b> | <b>0</b>  |

**Deeds**

| Name(s)   | Date       | Amount | BookPage |
|---|------------|--------|----------|
| 53) SUC. NITA JACKSON PETTIGREW 1/80            | 10/8/2014  | 0      | 2395 464 |
| 52)SUC. KERMIT WURZLOW - 7/400                  | 2/12/2014  | 0      | 2367 578 |
| 51)T/S-JAMES E. BUCK, JR. - 1/40                | 6/12/2013  | 0      | 2339 513 |
| 50)HEIRS-MARY E. (BETTIE) CHAUVIN WURZLOW 3/720 | 2/9/2011   | 0      | 2229 572 |
| 48)SUC. FELICIE B. WURZLOW WALKER 3/720         | 12/10/2008 | 0      | 2130 223 |
| 47)EDWARD E. WRIGHT 3/4                         | 8/16/2006  | 0      | 1987 349 |

| <b>Name(s)</b>              | <b>Date</b> | <b>Amount</b> | <b>BookPage</b> |
|-----------------------------|-------------|---------------|-----------------|
| MRS. HERBERT WURZLOW (1/40) | 1/1/1946    | 0 151         | 156             |
| FRANK WURZLOW               | 1/1/1941    | 0 130         | 584             |
| FRANK WURZLOW               | 1/1/1940    | 0 128         | 270             |
| S/S J. W. WRIGHT            | 1/1/1939    | 0 121         | 537             |
| SUC. CALVIN WURZLOW         | 1/1/1938    | 0 118         | 180             |
| PEOPLES BANK                | 1/1/1935    | 0 105         | 388             |
| WILLIAM WRIGHT JR. 3/4      | 1/1/1935    | 0 106         | 8               |

### Additional Owners

| <b>Homestead?</b> | <b>Name</b>                                | <b>%<br/>Ownership</b> | <b>%<br/>Tax</b> | <b>From</b>  |
|-------------------|--|------------------------|------------------|--|
| NO                | WATKINS COMPANY 1/20                       | 5.0000                 | 5.0000           | 1/1/1900 P.O. BOX 3017<br>HOUMA LA 70361                       |
| NO                | DOMANGUE, SYDNEY ANN BUCK<br>1/40          | 2.5000                 | 2.5000           | 1/1/1900 106 ASHLEY<br>DRIVE<br>HOUMA LA 70364                 |
| NO                | BUCK, JAMES E., JR. (T/S) 1/40             | 2.5000                 | 2.5000           | 1/1/1900 % T.P.C.G.<br>P O BOX 2768<br>HOUMA LA 70361          |
| NO                | PICARD, BARBARA W. 1/320                   | 7.5000                 | 7.5000           | 1/1/1900 % H. C.<br>WURZLOW<br>P.O. BOX 1007<br>HOUMA LA 70361 |
| NO                | WURZLOW, WILLIAM K. 1/320                  | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | MORGAN, ROBIN W. 1/320                     | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | DOMINGUE, JEANNIE W. 1/320                 | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | EHRENSING, GAYLE F.<br>WURZLOW, M.D. 1/200 | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | MARCEL, MARY KATHLEEN<br>WINDHAM 107/21600 | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | PARKER, SANDRA CLAIRE<br>WINDHAM 107/21600 | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | SHAW, MARK K. 1/300                        | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | SHAW, SCOTT F. 1/300                       | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | NICKEL, SUSAN SHAW 1/300                   | 0.0000                 | 0.0000           | 1/1/1900   |
| NO                | MOORE, JACK W. 109/43200                   | 0.0000                 | 0.0000           | 1/1/1900   |



| Homestead? | Name                                 | %<br>Ownership | %<br>Tax | From  |
|------------|--------------------------------------|----------------|----------|---|
| NO         | DOMINGUE, JEANNIE WURZLOW<br>- 1/400 | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | BURSON, KATHERINE DAVIS -<br>1/400   | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | DAVIS, EUGENE W., JR. - 1/400        | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | DAVIS, DANIEL H. - 1/400             | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | BAZET, RANDOLPH A., JR. 1/40         | 2.5000         | 2.5000   | 1/1/1900  |
|            |                                      |                |          | 119 RICHARD<br>DRIVE<br>HOUMA LA 70364                                |
| NO         | KENT, ANN BAZET 1/40                 | 2.5000         | 2.5000   | 1/1/1900  |
|            |                                      |                |          | % DAVID R.<br>KENT<br>4021 EDGEHILL<br>ROAD<br>FORT WORTH TX<br>76116 |
| NO         | PETTIGREW, NITA GRACE 1/400          | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | PETTIGREW, JOHN T. 1/200             | 2.5000         | 2.5000   | 1/1/1900  |
|            |                                      |                |          | 115 MCALLEN DR<br>HOUMA LA 70360                                      |
| NO         | PETTIGREW, ASHBY W., III<br>1/200    | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | BUNNELL, NITA PETTIGREW<br>1/400     | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | WOMACK, KATHLEEN<br>PETTIGREW 1/200  | 0.0000         | 0.0000   | 1/1/1900  |
| NO         | MURRAY, GRETCHEN<br>PETTIGREW 1/200  | 0.0000         | 0.0000   | 1/1/1900  |

## Locations

| Subdivision                   | Block | Lot | Section | Township | Range | Tract |
|-------------------------------|-------|-----|---------|----------|-------|-------|
| REAPPRAISAL DIST. 2 IN WARD 9 | 11    | 104 |         | 17       | 17    |       |
| REAPPRAISAL DIST. 2 IN WARD 9 | 12    | 104 |         | 17       | 17    |       |
| REAPPRAISAL DIST. 2 IN WARD 9 | 13    | 104 |         | 17       | 17    |       |
| REAPPRAISAL DIST. 2 IN WARD 9 | 4     | 104 |         | 17       | 17    |       |
| REAPPRAISAL DIST. 2 IN WARD 9 | 5     | 104 |         | 17       | 17    |       |
| REAPPRAISAL DIST. 2 IN WARD 9 | 6     | 104 |         | 17       | 17    |       |
| REAPPRAISAL DIST. 2 IN WARD 9 | 7     | 107 |         | 17       | 17    |       |
| REAPPRAISAL DIST. 2 IN WARD 9 | 8     | 104 |         | 17       | 17    |       |

Terrebonne Parish Recording Page

2.5000%

WOODLANDS- No address

SECTION 104 TITS RITE

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, La 70361-1569  
(985) 868-5660

✓ on PP list

2013 Tax Sale R09-38740

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

Theresa A. Robichaux  
Clerk of Court

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

Lisa B. Loupe  
Deputy Clerk



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**

**40 WOODLAND 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**

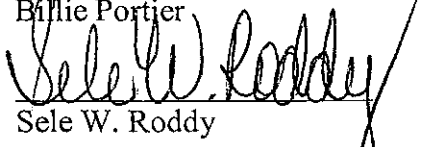
**CONSOLIDATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361**, and having complied with the terms of sale, the tax sale title was adjudicated **100% OF 1/40 OF UNDIVIDED INTEREST OF THE WHOLE** of the tax debtor therein.


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 CONSOLIDATED 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:

  
Billie Portier

  
Sele W. Roddy

  
JERRY J. LARPENTER, SHERIFF AND  
EX-OFFICIO TAX COLLECTOR  
PARISH OF TERREBONNE, LOUISIANA



Monday, September 11, 2017

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**Item Title:**

Ordinance to declare as surplus adjudicated property located at 214 Margaret Street in which the parish has 100% interest.

**Item Summary:**

Consider the introduction of an ordinance to declare as surplus a tax property located at 214 Margaret Street adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 27, 2017 at 6:30 p.m.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 8/15/2017          | Executive Summary |
| Ordinance          | 8/15/2017          | Ordinance         |
| Backup Material    | 8/15/2017          | Backup Material   |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Introduction of an Ordinance to Declare as Surplus Adjudicated Property Located at 214 Margaret Street.

### 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 adjudicated to 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 PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

N/A

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE    1    2    3    4    5    6    7    8    9

Angela Guidry, Purchasing Manager

Signature

August 11, 2017

Date

OFFERED BY:  
SECONDED BY:

ORDINANCE NO: \_\_\_\_\_

AN ORDINANCE DECLARING PROPERTY ADJUDICATED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS AND NOT NEEDED FOR A PUBLIC PURPOSE; LOT 10 BLOCK 2 BREAU-MORRISON ADDITION, ( 214 MARGARET STREET ) (PARCEL #22659) WITH AN OWNER OF RECORD OF L P R, L.L.C. AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 100 % of immovable property owned by L P R, L.L.C. and described below was adjudicated to the Terrebonne Parish Consolidated Government on JUNE 23, 2014 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 L P R, L.L.C. and depicted on the attached plat, if any, is hereby declared surplus:

#### **LOT 10 BLOCK 2 BREAU-MORRISON ADDITION**

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 twenty percent (20%) of the proposed price made payable to the Terrebonne Parish Consolidated Government. 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 a bid packet 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, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in force and effect, the provisions of this ordinance hereby being declared to be severable.

## 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 this \_\_\_\_day of \_\_\_\_\_, 2017.

## Terrebonne Parish Assessor 2017 Assessment Listing

**Parcel#**

22659

View on Map (<http://atlas.geoportalmaps.com/terrebonne/q/Parcel?ParcelNumber=22659>)**Primary Owner**

L P R, L.L.C. - T/S

**Mailing Address**

409 CANAL BLVD

THIBODAUX LA 70301

**Ward**

03C

**Type**

ADJUDICATED

**Legal**

LOT 10 BLOCK 2 BREAUX-MORRISON ADDITION.

**Physical Address**

214 MARGARET ST

**Parcel Items**

| Property Class | Assessed Value | Units       | Homestead |
|----------------|----------------|-------------|-----------|
| LOT(S)         | 1,760          | 1.00        | 0         |
| <b>TOTAL</b>   | <b>1,760</b>   | <b>1.00</b> | <b>0</b>  |

**Deeds**

| Name(s)                  | Date      | Amount | Book | Page |
|--------------------------|-----------|--------|------|------|
| T/S - L P R, L.L.C.      | 6/11/2014 | 0      | 2381 | 474  |
| T/S - KARL E. LEWIS, JR. | 6/13/2012 | 0      | 2292 | 516  |
| PAUL DUET                | 6/5/1975  | 26,000 | 618  | 770  |
| CORRECTION               | 6/4/1975  | 0      | 618  | 716  |
| CORRECTION               | 6/4/1975  | 0      | 618  | 719  |
| ALLEN J. THERIOT         | 1/1/1966  | 0      | 416  | 268  |
| BIENVENU J. EYMARD       | 1/1/1965  | 0      | 406  | 284  |
| CLAUDE SAVOIE ETALS      | 1/1/1964  | 0      | 372  | 474  |
| CYPRIAN J. SAVOIE        | 1/1/1962  | 0      | 342  | 594  |
| JOHN DUPLANTIS & WIFE    | 1/1/1943  | 0      | 137  | 391  |

**Locations**

| <b>Subdivision</b>       | <b>Block</b> | <b>Lot</b> | <b>Section</b> | <b>Township</b> | <b>Range</b> | <b>Tract</b> |
|--------------------------|--------------|------------|----------------|-----------------|--------------|--------------|
| BREAUX-MORRISON ADDITION | 2            | 10         | 37             | 17              | 17           |              |

**Misc. Information**

| <b>Description</b> | <b>Value</b> |
|--------------------|--------------|
| Bayou-No           | NO           |
| Geo Page           | 15           |
| Geo Parcel         | 0            |
| Prev Acct#         | 1062020000   |

# Terrebonne Parish Recording Page

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, La 70361-1569  
(985) 868-5660

**Received From :**  
TERREBONNE PARISH SHERIFF'S OFFICE  
P.O. BOX 1670  
HOUMA, LA 70361

**First VENDOR**

L P R LLC

**First VENDEE**

TERREBONNE PARISH CONSOL GOVERNMENT

**Index Type :** Conveyances

**File # :** 1456831

**Type of Document :** Tax Sale/Commission To Sell

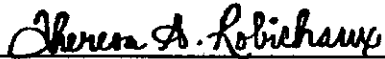
**Book :** 2381

**Page :** 474

**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

  
Clerk of Court

On (Recorded Date) : 06/24/2014

At (Recorded Time) : 12:20:24PM

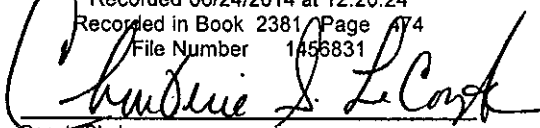


Doc ID - 012542890003

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 06/24/2014 at 12:20:24  
Recorded in Book 2381 Page 474  
File Number 1456831

  
Deputy Clerk

**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  
L P R, L. L. C.  
409 CANAL BLVD  
THIBODAU, LA 70301

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 2013 in the Court House Annex in the City of Houma, Louisiana, on June 11, 2014, beginning at ten o'clock A.M. giving notice in the issues of the newspaper on May 09, 2014 and June 6, 2014 and in said list as advertised the following described immovable property appearing in the name of

L P R, L.L.C.

R-03-C-22659-100

to wit:

LOT 10 BLOCK 2 BREAU-MOORISON ADDITION. CB 2292/516.

1 LOT(S) 1675 RESIDENCE 3725

|               |        |
|---------------|--------|
| TOTAL TAXES   | 508.35 |
| INTEREST      | 30.50  |
| NOTICE        | 17.00  |
| ADVERTISEMENT | 100.00 |
| PVR           | 50.00  |
| TOTAL         | 705.85 |

And on said June 11, 2014, 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 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 CONSOLIDATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361, and having complied with the terms of sale, the tax sale title was adjudicated 100% 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 CONSOLIDATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361** tax sale title to the **100% 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 23<sup>rd</sup> day of **JUNE, 2014**.

Witnesses:

Billie Portier

Billie Portier

Sèle W. Roddy

Sèle W. Roddy

Jerry J. Larpenter

JERRY J. LARPENTER, SHERIFF AND  
EX-OFFICIO TAX COLLECTOR  
PARISH OF TERREBONNE, LOUISIANA



August 8, 2017





Monday, September 11, 2017

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**Item Title:**

DNR Contract Renewal LaGov No. 2000275642 “Terrebonne Parish Local Coastal Program Implementation”

**Item Summary:**

RESOLUTION: Authorizing the Parish President to execute DNR Cooperative Endeavor Agreement LAGOV No. 2000275642 with the Louisiana Department of Natural Resources with respect to the “Terrebonne Parish Local Coastal Program Implementation.

---

**ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b> |
|--|--------------------|-------------|
| RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE DNR COOPERATIVE ENDEAVOR AGREEMENT LAGOV NO. 2000275642 | 8/22/2017          | Cover Memo  |
| DNR COOPERATIVE ENDEAVOR AGREEMENT LAGOV NO. 2000275642  | 8/22/2017          | Cover Memo  |
| Executive Summary - LaGov no. 2000275642   | 8/22/2017          | Cover Memo  |



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

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

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE DNR COOPERATIVE ENDEAVOR AGREEMENT LAGOV NO. 2000275642 WITH THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES WITH RESPECT TO THE "TERREBONNE PARISH LOCAL COASTAL PROGRAM IMPLEMENTATION."**

**WHEREAS**, the Parish Administration has recommended the approval of the continued agreement with the Louisiana Department of Natural Resources for the "Terrebonne Parish Local Coastal Program Implementation"; and

**NOW THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized and directed to execute DNR Cooperative Endeavor Agreement, LaGov No. 2000275642, between the Terrebonne Parish Consolidated Government and the Louisiana Department of Natural Resources for the "Terrebonne Parish Local Coastal Program Implementation."

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted on this, the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Dirk Guidry, CHAIRMAN  
TERREBONNE PARISH COUNCIL

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on \_\_\_\_\_, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
VENITA H. CHAUVIN, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



**State of Louisiana**  
DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF MANAGEMENT AND FINANCE

**AUG 1 7 2017**

Mr. Mart Black  
Terrebonne Parish Consolidated Government  
P.O. Box 2768  
Houma, LA 70361

RE: LaGov No. 2000275642  
"Terrebonne Parish Local Coastal Program Implementation"

Dear Mr. Black:

Enclosed are two (2) copies of the above referenced Cooperative Agreement. Please have the two copies signed and witnessed, and return all copies to this office as soon as possible. An executed copy and notice to proceed will be returned to you upon completion of the approval process.

A certificate of insurance, affecting the coverages required by Article 13, must be submitted with the signed contract. The certificate must include the LaGov No. for which it is being submitted. Do not return the signed Agreement if the coverages do not meet all requirements of Article 13.

**Please submit a formal, dated Board Resolution, or the equivalent documentation indicating that the signatory is a corporate representative and authorized to sign this agreement.**

Act 290 of the 2011 Louisiana Legislative Session has added the following provisions for contracting with a quasi public agency or body, R.S. 24:513 H. (2) (b), "a governmental entity that provides funding to a quasi public agency or body shall notify each such quasi public agency or body of the requirements of this Paragraph." The requirements of this paragraph can be found in R.S. 24:513 J.

In summary, the annual financial reporting requirement of quasi public agencies or bodies is based on the amount of local and/or state government assistance that is received by the quasi public agency or body during its fiscal year:

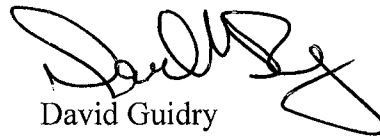
**FISCAL SERVICES**

| Amount of assistance received                                | Reporting requirement   |
|--|---|
| Less than or equal to \$75,000                               | Sworn financial statements, to be prepared by the quasi public agency or other party, at the quasi public agency's discretion |
| Greater than \$75,000 and less than \$350,000                | Compilation report, engagement to be performed by a CPA firm approved by the Legislative Auditor                              |
| Equal to or greater than \$350,000 and less than \$3,500,000 | Review/attestation report, engagement to be performed by a CPA firm approved by the Legislative Auditor                       |
| Equal to or greater than \$3,500,000                         | Audit, to be performed by a CPA firm approved by the Legislative Auditor  |

These reports and a contact are to be submitted directly to the Louisiana Legislative Auditors office. Mail reports to Louisiana Legislative Auditor's office at P O Box 94397, Baton Rouge, Louisiana 70804-9397, phone number: (225) 339-3800.

Should you have any questions, please call me at (225) 219-1360.

Sincerely,



David Guidry  
Administrative Program Director

DG/lg

Enclosures



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| <b>PRODUCER</b><br>Laris Insurance Agency, LLC<br>810 Crescent Ave.<br>P.O. Box 559<br>Lockport LA 70374 | <b>CONTACT NAME:</b> Julie Parks<br><b>PHONE (A/C, No, Ext):</b> (985) 532-5576<br><b>FAX (A/C, No):</b> (985) 532-5001<br><b>E-MAIL ADDRESS:</b> julie@larisinsurance.com   |
| <b>INSURED</b><br>Terrebonne Parish Consolidated Government<br>PO Box 2768<br>Houma LA 70361             | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> American Alternative Ins Corp<br><b>INSURER B:</b> Safety National Casualty Corp<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** 2017-04**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER.<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                    |           |          |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                    |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |                 |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                               |           |          |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                   |
| <b>A</b> | <b>Special Excess Liability</b>   |           |          | N1A2RL000005100 | 4/1/2017                | 4/1/2018                | See Addendum   |
| <b>B</b> | <b>Excess Workers Comp</b>  |           |          | SP4056643       | 4/1/2017                | 4/1/2018                | See Addendum   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Office of Coastal protection and restoration, State of Louisiana regarding DNR Cooperative Agreement No. 2516-15-10- Terrebonne Parish Local Coastal Program.

The Department of Natural Resources is named as Additional Insured as respects liability as per written contract requirements.

Waiver of Subrogation applies in favor of The Department of Natural Resources with respect to General Liability as per written contract requirements."

**CERTIFICATE HOLDER****CANCELLATION**

State of Louisiana  
Department of Natural Resources  
PO Box 94396  
Baton Rouge, LA 70804-9396

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ross Laris/JULIEP

of Laris Ins Agency, LLC

## COMMENTS/REMARKS

### Policy Type:

Special Excess Liability policy for Public Entities  
(Includes General Liability and Automobile Liability)

\$10,000,000 Automobile per occurrence

\$10,000,000 General Liability per occurrence

\$20,000,000 Annual Aggregate

\$500,000 Retained Limit

Blanket Additional insured and Blanket Waiver of Subrogation are granted as per written contract in respects to the Special Excess Liability

### Policy Type:

Excess Workers Compensation

\$25,000,000 Maximum Limit of Indemnity

\$1,000,000 Employers Liability

\$750,000 Self Insured Retention per occurrence for Police Officers; Firefighters; Gas Company; Electric Light Cooperatives

\$600,000 Self Insured Retention per Occurrence for all other classifications.

No officer/member excluded

Voluntary Compensation Endorsement

Alternate Employer Endorsement

The Certificate of Insurance to which this addendum is a part of does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon. If any provisions of this addendum conflicts in whole or in part with the terms of the insurance policy(ies), then the provisions of the insurance policy(ies) will prevail

COOPERATIVE AGREEMENT

BETWEEN THE

LOUISIANA DEPARTMENT OF NATURAL RESOURCES  
(Hereinafter referred to as "Department")

AND

TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
P. O. Box 2768  
Houma, Louisiana 70361  
(Hereinafter referred to as "Contracting Party")

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. PROJECT IDENTITY:

This cooperative agreement shall be identified as "Terrebonne Parish Local Coastal Program Implementation" and by the LaGov Number assigned as listed above. All invoices and other correspondence submitted to the Department in connection with this agreement shall be identified by this number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this agreement shall be from July 1, 2017 through June 30, 2018.

3. SCOPE OF SERVICES:

Contracting Party agrees to provide services and/or products in accordance with the specifications set forth in Appendix A, attached hereto and made a part hereof.

4. DEPARTMENT FURNISHED ITEMS:

The Department shall provide the following to assist the Contracting Party in the performance of its duties:

- a) Appropriate personnel for consultation as required; and
- b) Access to relevant material required in the performance of the work.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed agreement signed by duly authorized representatives of both parties.

6. COMPENSATION:

The total project cost shall be \$65,732.44 of which the Contracting Party agrees to provide \$32,866.22 and the Department shall pay to the Contracting Party the maximum amount of \$32,866.22 for services rendered under this agreement. Under no circumstances shall the Department or the State of Louisiana have any obligation to the Contracting Party or to any third person, association, partnership or corporation for any additional sum or contribution. Expenditures incurred by the Contracting Party in excess of the amount specified above will be borne by the Contracting Party. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this agreement.

No authority exists for payments which exceed the approved maximum agreement amount except through written amendment prior to expiration date of the agreement.

7. FISCAL FUNDING:

The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

The following reports shall be received by the Department Project Manager prior to issuance of incremental and final payments:

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Monitoring Report (Appendix B).
- (2) A final summary report shall be submitted by the Contracting Party on Monitoring Report (Appendix B) with the final invoice for payment.

b. The quarterly invoice package shall, as a minimum, contain the following:

- 1) Monitoring Report (Appendix B)
- 2) Requisition for Payment Form (Appendix C)
- 3) In-kind Contribution Report (Appendix D)
- 4) Copy of all Pertinent Cost Records (time sheets, invoices and any other applicable payment documentation)

c. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

The Department shall reimburse the Contracting Party in three quarterly payments of \$8,216.55 and one for \$8,216.57 for all eligible costs incurred under this Project. **Contracting Party shall indicate the in-kind match on both the Monitoring Report (Appendix B) and each invoice.** Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A, Scope of Services shall be based upon actual costs incurred and shall be submitted quarterly with progress reports.

An invoice for the final payment shall be submitted upon completion of the project and acceptance of the final deliverables by the Department. **The final invoice shall be submitted within thirty (30) days following expiration of the agreement.**

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy



and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall be made by the Department within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule, and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager.

9. ALLOWABLE COSTS:

Allowability of costs under this agreement shall be determined in accordance with applicable state and federal laws.

10. DELIVERABLES:

The Contracting Party shall deliver to the Department deliverables as specified in Appendix A, Scope of Services as products of the services rendered by the Contracting Party under the terms of this agreement.

11. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this agreement, all data collected by the Contracting Party and all documents, notes, equipment purchased, drawings, tracings and files collected or prepared in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the Department, and the Department shall not be restricted in any way whatever in its use of such material. In addition, at any time during the agreement period, the Department shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contracting Party specifically in connection with this agreement within five (5) days of receipt of written notice issued by the Department.

The Contracting Party shall notify the Department Project Manager immediately upon receipt of equipment purchased under this agreement, and a Department property tag(s) shall be issued to the Contracting Party and affixed to the equipment. The Contracting Party shall procure equipment in accordance with state procurement regulations. The Contracting Party shall return equipment to the Department Project Manager within sixty (60) days after completion or termination of this agreement.

The Department encourages the use of data collected under Department contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles

and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the Project Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Department Project Manager for review and approval prior to its release.
- C. In all such papers/presentations, the Department (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

## 12. INDEMNIFICATION:

The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

## 13. INSURANCE:

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall

not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

14. NONASSIGNABILITY:

The Contracting Party shall not assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the Department. This provision shall not be construed to prohibit the Contracting Party from assigning its bank, trust company or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

15. COMPLIANCE WITH LAWS:

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal Tax Identification Number 72-6001390.

17. COST RECORDS:

Contracting Party hereby grants to the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, the option of auditing all records of Contracting Party pertinent to this agreement. The Contracting Party must keep all such records for a period of five (5) years from completion or termination of this Agreement.

18. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this agreement or violates any of the covenants, agreements, or stipulations of this agreement, the Department shall thereupon have the right to terminate this agreement by giving written notice sent certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, and at the option of the Department, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this agreement shall become the property of the

Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Contracting Party, and the Department may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the Department from the Contracting Party is determined.

19. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this agreement at any time by giving written notice by certified mail (return receipt requested) to the Contracting Party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, and at the option of the Department, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the agreement is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total agreement amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made.

20. REMEDIES FOR DEFAULT:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA – R.S. 39:1672.2 – 1672.4.

21. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

22. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this agreement. The Contracting Party agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this agreement.

23. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A, Scope of Services. The Contracting Party shall include, in any subcontract, the provisions contained in this agreement. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

24. DISCRIMINATION:

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

Contracting Party agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

25. HUDSON / VETERAN'S INITIATIVES:

The Department fully participates and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the

state. A certified Veteran-Owned and Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>.

26. AMENDMENTS:

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

THE DEPARTMENT AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

This Cooperative Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at Baton Rouge, Louisiana.

WITNESSES:

BEVERLY HODGES, UNDERSECRETARY  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT

## APPENDIX A

### SCOPE OF SERVICES

#### LOCAL COASTAL RESOURCES MANAGEMENT PROGRAM

*2017-2018*

The purpose of this scope of services is to describe and identify the processes, procedures and duties for the yearly operation of a state and federally approved Parish Local Coastal Management Program (LCMP) as a part of the Louisiana Coastal Resources Program (LCRP), in accordance with the rules and regulations of the LCRP and Louisiana R.S. 49, sections 214.21 to 214.41, the State and Local Coastal Resources Management Act of 1978 (SLCRMA), as amended, and the approved Parish LCMP Documents and Ordinances. This scope of services details specific actions and deliverables that must be performed by the parish in conducting the operation of its LCMP. The LCMP must operate consistent with its program documents and with the state program. In addition to operating its program as approved, specific deliverables must be submitted to the Louisiana Department of Natural Resources (LDNR) to ensure that federal, state and local reporting and other requirements are fulfilled including the requirements of the Louisiana Coastal Wetlands Conservation Plan and Louisiana's Comprehensive Master Plan for a Sustainable Coast.

Implementation Goals of the Parish LCMP are to:

- protect, develop, and where feasible, restore and enhance the resources within the Parish's coastal zone;
- support and encourage multiple uses of coastal resources consistent with maintenance and enhancement of renewable resource management and productivity, the need to provide for adequate economic growth and development, and the minimization of adverse effects;
- employ procedures and practices that resolve conflicts among competing uses within the coastal zone;
- develop and implement a coastal resources management program which is based on consideration of our resources; the environment; and the needs of the people of the Nation, the State, and the Parish;
- enhance opportunities for the use and enjoyment of the recreational values of coastal zone areas;
- express certain regulatory and non-regulatory policies for the LCMP;
- develop and implement a reasonable and equitable coastal resources management program with sufficient expertise, technical proficiency, and legal authority to enable the Parish to determine the future course of development and conservation of the coastal zone; and



- provide for regular inspection of coastal zone areas to report violations and monitor permit compliance of public and private contractors.

## **DELIVERABLES:**

### **I. PROCESSING PERMITS**

#### **1. APPLICATIONS**

When applications are filed with the LCMP, the LCMP will forward the application to the Office of Coastal Management (OCM). When an application is determined to be a local concern **by the Secretary of LDNR**, the LCMP will process the application. LCMP may also provide comments for applications determined to be state concerns.

#### **2. PERMIT REVIEW**

During the review of local concern applications, the local administrator (or his designee) shall coordinate with other appropriate agencies.

#### **3. FIELD INVESTIGATIONS**

When deemed necessary by the local administrator, an onsite field investigation by the administrator or his designee shall be carried out to obtain additional information concerning the project area and its impact on the environment. **All applications that require compensatory mitigation or are assigned one growing season mitigation conditions shall require a field investigation. All field investigations shall be documented with the LCMP field investigation form.** Follow-up field investigations may also be completed as required to assess compliance with project scope and permit conditions.

#### **4. MITIGATION**

The Parish LCMP shall assess compensatory mitigation to replace or substitute for the ecological value of wetlands lost due to permitted activities of local jurisdiction. The mitigation assessment shall be conducted according to La. R.S. 49:214.41 and the Parish LCMP document and ordinance. The progress of this task shall be reported to the OCM. The Parish LCMP shall report on mitigation to the state OCM as described in this contract scope of services.

#### **5. DETERMINATIONS**

A copy of the final decision authorizing document and all appropriate supporting permit processing information shall be provided to the OCM for uploading into the SONRIS on-line permitting system **within five (5) working days with the exception that Local Coastal Programs Coding Sheets shall be submitted for every application determined to be of local concern within two (2) working days of electronic transmittal to the parish by OCM.** Any documents used in making decisions or recommendations for local concern activities, shall be included in a file which becomes part of the Administrative Record of Decision. Each file shall contain:

- a. the application and any additional information submitted by the applicant.
- b. the state's local use determination,
- c. the final determination or permit, including any special conditions and/or modifications required of the permittee, with a statement documenting the basis for the decision in accordance with the rules and procedures.
- d. any field investigations performed for the project,
- e. the technical review on the environmental, social, economic, and cultural impacts of the project, as well as, a copy of any compensatory mitigation calculations and project determination information,
- f. the needs, alternatives and justification statement, if required,
- g. any public notice required for the project and any comments received,
- h. any public hearing transcripts, if required, and
- i. any additional local use permit proceeding, including modifications, suspensions, and revocations, shall be placed in the parish permit file and a copy forwarded to the OCM.

## **6. REPORTING TO THE STATE OCM**

The OCM is responsible for including local program permitting information in the semi-annual Louisiana Coastal Wetlands Conservation Plan Report and the Quarterly Legislative Report on OCM performance indicators. In order to supply the data needed to populate these reports "Code Sheets" for all permitting, enforcement, and mitigation actions are used:

- a. All code sheets used for permitting, enforcement, and mitigation reporting shall be completed (including all information on habitat impacts and AAHUs/CHU derivations) and forwarded to OCM upon the parish receipt of a local concern determination permit application and upon the issuance of a permit and/or the final agreement of a mitigation plan.
- b. These forms are as follows:
  - i. Local Coastal Programs Coding Sheets shall be submitted for every application determined to be of local concern within two (2) working days of electronic transmittal to the parish by OCM. Local Coastal Programs Coding Sheets are also to be updated and submitted when the application is placed on hold and when issued.

- ii. Impacted Habitat Form shall be submitted for all local concern applications, except those which are exempt from permitting because they occur outside the coastal zone and do not impact coastal waters; and
- iii. Habitat Benefit Forms shall be submitted for every local concern activity for which compensatory mitigation is assigned by the LCMP.

**7. APPEALS PROCESS**

A copy of all documentation in a case of an appeal for a use of local concern shall be placed in the Parish permit file and a copy shall be forwarded to the OCM. The state shall be kept informed in writing of all findings in such cases

**8. VARIANCES**

A copy of all variances, with findings, once approved by the Secretary of the Louisiana Department of Natural Resources (LDNR), shall be kept in the application file and in the Parish permit file, and a copy shall be sent to the OCM.

**9. ENFORCEMENT PROCEDURES**

The Parish LCMP shall investigate any unpermitted activities as well as activities that might result in non-compliance with state or local rules and regulations or with permit terms and conditions. This pertains to activities discovered by, or reported to, the Parish. The Parish LCMP shall investigate the activity and, if appropriate, request that the party conducting the unauthorized activity submit an after the fact coastal use permit application. The Parish LCMP investigation shall follow enforcement procedures provided in La. R.S. 49:214.36 and the Parish LCMP document and ordinance. If appropriate, the Parish may seek to impose a fine or other appropriate civil or criminal penalties.

**II. ADMINISTRATION**

**1. MANAGER'S MEETINGS**

OCM will conduct manager's meetings and/or special training during this contract period. Attendance at manager's meetings and/or special trainings is mandatory for LCMP administrators. If a Parish administrator is unable to attend a scheduled manager's meeting he/she must make arrangements to have an assistant or an advisory committee member attend as a representative.

**2. INVOICES**

The LCMP Administrator shall forward the following information regarding state and local permit uses to OCM by the 15th day of the month following the end of the quarter.

- a. Requisitions for Payments, In-kind Contribution Reports with Monitoring Report; and

- b. Completed “Standardized Local Coastal Program Reporting Form” (see attached).

**3. ANNUAL REPORTING**

Pursuant to L.A.C. 43:I.725(F) an annual report shall be submitted by the LCMP for every year of local program implementation to the OCM. This information is captured by submission of the “Standardized Local Coastal Program Reporting Form” with each invoice. The report includes the following:

- a. the number, type, and characteristics of applications for coastal use permits,
- b. the number, type, and characteristics of coastal use permits granted, conditioned, denied, and withdrawn,
- c. the number, type, and characteristics of permits appealed,
- d. the results of any appeals,
- e. a record of all variances granted,
- f. a record of any enforcement activities and actions taken (enforcement activities reported by the State Program to the parish LCMP or activities discovered by the Parish),
- g. a description of any problem areas within the state or local program and proposed solutions to any such problems, and
- h. proposed changes in the state or local program.

While much of the information required by L.A.C. 43:I.725(F) is captured in the submission by the Parish LCMP of deliverables required by the on-line data base throughout the contract period, the parish must still provide a detailed written report of all of the pertinent questions on the “Standardized Local Coastal Permitting Reporting Form.” OCM will conduct an end of the year performance evaluation of the parish program at the end of the fourth quarter, as well as, the statutorily required periodic review of each program at least every two (2) years.

## **Standardized Local Coastal Annual Reporting Form**

**Discuss any suggested changes or improvements to the Appeals process:**

**Discuss any suggested changes or improvements to the Mitigation process:**

**Discuss any suggested changes or improvements to the Enforcement process:**

### **Local Program Assessment**

List any problems or other proposed suggestions or changes to local program

### **State Program Assessment**

List any problems or proposed suggestions or changes to state program



Appendix B

MONITORING REPORT

Date: \_\_\_\_\_

Contracting Party: Terrebonne Parish Consolidated Government LaGov No. 2000275642

Project Title: "Terrebonne Parish Local Coastal Program Implementation"

Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_

Total invoiced to date: \$ \_\_\_\_\_

I. WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred
- E. Fee Schedule

II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:

- A. Tasks and/or milestones accomplished (give dates)

- B. Tasks and/or milestones not accomplished with explanation or assessment of:

- 1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

### III. DELIVERABLES

### IV. OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party \_\_\_\_\_ Date \_\_\_\_\_

Approval \_\_\_\_\_ Date \_\_\_\_\_

Jon Truxillo, Project Manager



## APPENDIX C

MAIL TO: Department of Natural Resources  
Office of Coastal Management  
P.O. Box 44487  
Baton Rouge, LA 70804-4487

## REQUISITION FOR PAYMENT

CONTRACTING PARTY \_\_\_\_\_

LaGov No. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

REQUISITION PERIOD \_\_\_\_\_ ESTIMATE NO. \_\_\_\_\_

TOTAL AMOUNT AUTHORIZED \_\_\_\_\_ ESTIMATED % COMPLETE \_\_\_\_\_

| BUDGET ITEMS | TOTAL<br>AUTHORIZED<br>AMOUNT | PREVIOUS<br>REQUESTS | AMOUNT DUE<br>THIS ESTIMATE | CUMULATIVE<br>TO DATE |
|--------------|-------------------------------|----------------------|-----------------------------|-----------------------|
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
| TOTAL        | \$                            | \$                   | \$                          | \$                    |

I certify that charges reflected are supported by the attached cost documentation which is available in the Contracting Party's and contractor's records.

I certify that the above statement is just and correct and payment has not been received.

\_\_\_\_\_  
SIGNATURE OF CONTRACTING  
PARTY REPRESENTATIVE

APPROVED: \_\_\_\_\_  
JON TRUXILLO, DNR PROJECT MANAGER

## APPENDIX D

MAIL TO: Department of Natural Resources  
Office of Coastal Management  
P.O. Box 44487  
Baton Rouge, LA 70804-4487

## CASH OR IN-KIND CONTRIBUTION REPORT

LaGov No. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

REQUISITION PERIOD \_\_\_\_\_ ESTIMATE NO. \_\_\_\_\_

| BUDGET ITEMS | TOTAL<br>AUTHORIZED<br>AMOUNT | PREVIOUS<br>REQUESTS | AMOUNT DUE<br>THIS ESTIMATE | CUMULATIVE<br>TO DATE |
|--------------|-------------------------------|----------------------|-----------------------------|-----------------------|
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
|              |                               |                      |                             |                       |
| TOTAL        | \$                            | \$                   | \$                          | \$                    |

\_\_\_\_\_  
APPROVED BY\_\_\_\_\_  
DATE\_\_\_\_\_  
TITLE



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

DNR Contract Renewal LaGov No. 2000275642 "Terrebonne Parish Local Coastal Program Implementation"

### PROJECT SUMMARY (200 WORDS OR LESS)

This document represents the renewal of the annual contract with the Louisiana Department of Natural Resources for the Coastal Zone Management functions, including permitting activities of the Terrebonne Parish Office of Coastal Restoration & Preservation. State and Federal contributions total \$32,866.22. The Parish match is \$32,866.22 through a combination of cash and in-kind services. Any cash match is generated by Coastal Impact Certificate Fees

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

### TOTAL EXPENDITURE

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

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

\$32,866.22

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

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Signature

Date



Monday, September 11, 2017

---

**Item Title:**

Resolution to declare as surplus items with a value less than \$5,000

**Item Summary:**

RESOLUTION: Declaring truck, computers and miscellaneous equipment from various departments/divisions, with a value of \$5000 or less, as surplus and authorizing said items to be disposed of by any legally approved methods.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 8/23/2017          | Executive Summary |
| Resolution         | 8/23/2017          | Resolution        |
| Surplus Forms      | 8/23/2017          | Backup Material   |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: Declaring a truck, printers, computers, TV, and miscellaneous equipment from various departments/divisions as surplus.

### PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus various miscellaneous equipment from Building Maintenance, Coroner's Office, Fire, Head Start, Information Technology, Jail, Office of Homeland Security and Emergency Preparedness, Police, Risk Management, Solid Waste, and Utilities Departments/Divisions to acquire authorization to dispose of items through legally approved methods.

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

To legally dispose of surplus / obsolete equipment no longer needed by departments/divisions. To generate revenue, provide donations to nonprofit organizations, recycle when applicable, and dispose of damaged equipment.

### TOTAL EXPENDITURE

Anticipated Revenue: \$687.00

### 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

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8

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Angela Guidry, Purchasing Manager

August 23, 2017

Signature

Date

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

**WHEREAS**, Louisiana Statutory Law provides for the disposal of surplus movable property having a value of \$5,000.00 or less, in addition to other legally permissible means, at private sale which is, in the opinion of the governing authority, not needed for public purposes; and

**WHEREAS**, the movable property listed in the attached Exhibit A each have a valued of \$5,000.00 or less, as indicated by the values set out next to each item on the attached Exhibit A; and

**WHEREAS**, the parish administration has recommended that the movable property listed in the attached Exhibit A be declared surplus as the items are no longer useful, nor do they serve a public purpose and authorizes immediate award to the highest bidder for all items, including those where the highest bid exceeds \$5,000.00; and

**NOW THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council that the movable property listed in the attached Exhibit A be declared surplus and grants authorization to dispose of said items by private sale or by any other legally approved method to the highest bidder pursuant to statutory law, including those where the highest bid exceeds \$5,000.00.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS

NAYS:

NOT VOTING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

CHAIR

**Exhibit "A"**  
**August, 2017 Surplus List**

**Building Division:**

- 1 – Electric Motor /\$0
- 1 – Elevator Control Panel (burnt) /\$0

**Coroner's Office:**

- 1 – Jewett Recorder /\$0
- 1 – Sensaphone Remote Monitoring /\$0
- 1 – Lanier VoiceWrite EX /\$0
- 1 – Garrett Enforcer G2 /\$0
- 3 – Lanier Foot Controls /\$0
- 1 – Probe Recorder /\$0
- 1 – 2 Camcorder Batteries /\$0
- 1 – Battery Charger /\$0
- 1 – Hitachi Camcorder /\$0
- 1 – Minolta Camera /\$0
- 2 – Realistic Scanner /\$0
- 1 – Polaroid Camera /\$0
- 1 – Master Executive II Radiohead /\$0
- 1 – Audiovox phone w/charger & battery /\$0
- 1 – Wireless microphone /\$0
- 2 – Desk /\$40
- 1 – Steel Shelf /\$0
- 1 – Steel Cabinet /\$0

**Fire Department:**

- 1 – Window A/C Unit /\$20

**Head Start:**

- 1 – Child's Bookshelf /\$2
- 1 – TV/VCR Combo /\$0
- 1 – Child's Table /\$5
- 1 – RCA TV /\$0
- 1 – Scale / \$10

**I.T.:**

- 1 – PowerVault 120T /\$0
- 1 – UPS /\$0
- 1 – Dell CPU /\$0
- 2 – PowerEdge 2300 /\$0
- 1 – PowerEdge 4600 /\$0
- 1 – PowerEdge 2400 /\$0
- 1 – PowerVault 200S /\$0
- 1 – Rack Mount Tray /\$0
- 1 – Power Connect /\$0
- 1 – Procurve Hub /\$0



**Jail:**

1 – Lexmark Printer /\$0

**Office of Homeland Security and Emergency Preparedness:**

2 – Servers / \$0

1 – HON Mahogany Desk Return /\$20

1 – Xerox Printer (broken) /\$0

**Police Department:**

1 – TV /\$0

**Risk Management:**

1 – Dell Computers /\$0

3 – Keyboards /\$0

2 – Dell Monitors /\$0

1 – Monitor Stand /\$0

1 – Dell Monitor w/docking station /\$0

**Solid Waste:**

1 – 1991 International Truck /\$500

**Utilities:**

1 – Fault Locator /\$10

2 – Hydraulic Jacks /\$20

3 – Locators /\$30

3 – Chart Recorders /\$30

1 – HP Printer (broken)/\$0

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Send to  
Gina in Purchasing  
JD

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
Buildings Division Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM         | QUANTITY | VALUE | CONDITION |
|--------------|----------|-------|-----------|
| Elect. Motor | 1        | 0.00  | Junk      |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

60-FS 5.5 H.P. electric motor removed form old courthouse elevator . Undetermined year of motor.

ITEM IS LOCATED AT: Brought to warehouse on pallet on July 31,2017

| ITEM  | QUANTITY | VALUE  | CONDITION |
|-------|----------|--------|-----------|
| Panel | 1        | \$0.00 | Junk      |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

1937 Elevator control panel with relays and switches. Burnt condition

ITEM IS LOCATED AT: Brought to warehouse on pallet on July 31,2017

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

David Drury

Contact Person

985-873-6575

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

8-1-17  
PURCHASING  
AUG 02 2017  
AP

## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
Terrebonne Parish Councl. Gov. Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

| ITEM     | QUANTITY | VALUE    | CONDITION   |
|----------|----------|----------|-------------|
| <u>1</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

JENETT Recorder SN# 05-05075

ITEM IS LOCATED AT: TP. morgue

| ITEM     | QUANTITY | VALUE    | CONDITION   |
|----------|----------|----------|-------------|
| <u>2</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Sensaphone 1104 Remote Monitoring  
SN# 10201

ITEM IS LOCATED AT: TP - morgue

| ITEM     | QUANTITY | VALUE    | CONDITION   |
|----------|----------|----------|-------------|
| <u>3</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

LANIER Phone FAX SN# 129982  
Voice Write Ex w/digital terminal block

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM     | QUANTITY | VALUE    | CONDITION   |
|----------|----------|----------|-------------|
| <u>4</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

BLU Garrett Enforcer Q-8

ITEM IS LOCATED AT: TP - morgue

Contact Person

Authorized by Dept. Head:

Signature

(985) 803-0904

Phone

8-16-17

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
 AUG 17 2017  
 AP



## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the TPCC Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

| ITEM     | QUANTITY | VALUE    | CONDITION       |
|----------|----------|----------|-----------------|
| <u>5</u> | <u>3</u> | <u>0</u> | <u> Junk </u> ✓ |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

LAVER Business Product, Foot Contactor Record

ITEM IS LOCATED AT: TP. morgue

| ITEM     | QUANTITY | VALUE    | CONDITION       |
|----------|----------|----------|-----------------|
| <u>4</u> | <u>1</u> | <u>0</u> | <u> Junk </u> ✓ |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

probe Recorder, model # 431D Ser# 47371  
(Tele-Thermometer)

ITEM IS LOCATED AT: TP. morgue

| ITEM     | QUANTITY | VALUE    | CONDITION       |
|----------|----------|----------|-----------------|
| <u>7</u> | <u>3</u> | <u>0</u> | <u> Junk </u> ✓ |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

BLU Battery - (old Carmax Battery) 6) Batteries +  
1) charger

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM     | QUANTITY | VALUE    | CONDITION       |
|----------|----------|----------|-----------------|
| <u>8</u> | <u>1</u> | <u>0</u> | <u> Junk </u> ✓ |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

VHS CamCORD Camera Hitachi Vm 3000A  
SCAT 70605797

ITEM IS LOCATED AT: \_\_\_\_\_

Danny Theriot TPCO

Contact Person

803 0904

Phone

Authorized by Dept. Head:

[Signature]

Signature

8-16-17

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
Aug 17 2017  
AP

## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the TPC Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

| ITEM     | QUANTITY | VALUE    | CONDITION   |
|----------|----------|----------|-------------|
| <u>9</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

MINOLTA Camera

S/N# 01106489

ITEM IS LOCATED AT: TP morgue

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>10</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Realistic Police Scanning Receiver, model # 20-121  
w/ 2 speakers, with 2 misc phone

ITEM IS LOCATED AT: TP- morgue

Asset Tag # 00426

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>11</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Polaroid Land Camera

ITEM IS LOCATED AT: TP- morgue

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>12</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

MASTER Executive II Radio head

S/N# 0054222

ITEM IS LOCATED AT: TP. morgue

tag # 00429

Contact Person

Danny Theriot

Phone

803-0904

Authorized by Dept. Head:

Signature

[Signature]

Date

8-16-17

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
 AUG 17 2017  
AP



## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
Terrebonne Parish Const. Gov. Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>13</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Audiovox Ceel Phone w/ Charger and Battery

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>14</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Patrolman Reclastic Scanner, SN# 05003659

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>15</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

wireless MICO Phone System model # WR-10

ITEM IS LOCATED AT: TP-morgue

| ITEM      | QUANTITY | VALUE           | CONDITION   |
|-----------|----------|-----------------|-------------|
| <u>16</u> | <u>2</u> | <u>20.00 ea</u> | <u>Good</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2- Computer Desk.

ITEM IS LOCATED AT: TP-morgue

Danny Theriot TPCO

Contact Person

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
 AUG 17 2017  
 AP

## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
T.P.C.G. Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>17</u> | <u>1</u> | <u>-</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

1- GREEN Steel SHELF

ITEM IS LOCATED AT: TP-Morgue

| ITEM      | QUANTITY | VALUE    | CONDITION   |
|-----------|----------|----------|-------------|
| <u>18</u> | <u>1</u> | <u>-</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

1- TAN Steel Cabinet

ITEM IS LOCATED AT: TP Morgue

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

Contact Person

Danny Theriot

Phone

803-0904

Authorized by Dept. Head:

Signature

[Signature]

Date

8-11-17

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
**AUG 17 2017**  
AP

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Houma Fire Dept. Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM | QUANTITY | VALUE       | CONDITION   |
|------|----------|-------------|-------------|
|      | <u>1</u> | <u>\$20</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Window A/C unit 220✓

ITEM IS LOCATED AT: City Lot A11C

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

Contact Person

Authorized by Dept. Head:

[Signature]  
Signature

Phone

8/2/17  
Date

Fleet Maintenance Supervisor:  
(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
AUG 02 2017  
AP



# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the

Purchasing Department

*Head start*

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

*LeForche # 0653*

| 1. ITEM | QUANTITY | VALUE     | CONDITION   |
|---------|----------|-----------|-------------|
|         | <u>1</u> | <u>12</u> | <u>Poor</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Book Shelf - Missing Shelf - Don't need

ITEM IS LOCATED AT: 1116 Church St.

| 2. ITEM | QUANTITY | VALUE    | CONDITION   |
|---------|----------|----------|-------------|
|         | <u>1</u> | <u>8</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

TV-VCR Comb

ITEM IS LOCATED AT: Do not work catup tan

| 3. ITEM | QUANTITY | VALUE     | CONDITION   |
|---------|----------|-----------|-------------|
|         | <u>1</u> | <u>45</u> | <u>Fair</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Table

ITEM IS LOCATED AT:

| 4. ITEM | QUANTITY | VALUE | CONDITION |
|---------|----------|-------|-----------|
|         | <u>1</u> |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Item is located at:

Contact Person D. Hahn

Phone 688-3792

Authorized by Dept. Head: Jim Aboull 8-14-17

Signature

Date

Fleet Maintenance Supervisor: \_\_\_\_\_  
(Vehicles/Heavy Equipment Only) Signature \_\_\_\_\_ Date \_\_\_\_\_

**PURCHASING**  
AUG 11 2017  
AP

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the

Purchasing Department

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| 1. ITEM | QUANTITY | VALUE    | CONDITION   |
|---------|----------|----------|-------------|
|         | <u>1</u> | <u>0</u> | <u>poor</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

RCA XL100 T.V. Model #150163WN

ITEM IS LOCATED AT: 216 A & B Senator Circle

| 2. ITEM | QUANTITY | VALUE    | CONDITION   |
|---------|----------|----------|-------------|
|         | <u>1</u> | <u>0</u> | <u>Junk</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Detecto Scale

ITEM IS LOCATED AT: 809 Barrow St.

| 3. ITEM | QUANTITY | VALUE | CONDITION |
|---------|----------|-------|-----------|
|         |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

| 4. ITEM | QUANTITY | VALUE | CONDITION |
|---------|----------|-------|-----------|
|         |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Item is located at:

Salina Adams  
Contact Person

(985) 857-8520  
Phone

Authorized by Dept. Head:

James H. Hall  
Signature

8-4-17  
Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only) Signature

Date

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

APPROVED

AUG 17 2017

BY  Information Technology Division

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the I.T. Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          | 0     | Junk      |

C/K

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Dell Rack mount kvm Tray Model NO. SL340  
DS/NTW-06/1507-12961-2CE-0424

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          | 0     | Junk      |

C/K ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Dell Power Connect 3048  
P.A.T. 13239 ✓ service tag 5PQWY11

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          | 0     | Junk      |

C/K ✓

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

HP Procurve 10/100 Hub 53288A

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

PURCHASING  
AUG 21 2017

Contact Person

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

AP



# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

APPROVED

AUG 17 2017

BY 

Information Technology Division

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the I.T. Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM                        | QUANTITY | VALUE    | CONDITION   |
|-----------------------------|----------|----------|-------------|
| <u>Power Vault 120T</u>     | <u>1</u> | <u>0</u> | <u>Junk</u> |
| <u>SN US-31340-065-3023</u> |          |          |             |

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM                      | QUANTITY | VALUE    | CONDITION   |
|---------------------------|----------|----------|-------------|
| <u>Ape smart UPS 1400</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |
| <u>SN QS0013318691</u>    |          |          |             |

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM                      | QUANTITY | VALUE    | CONDITION   |
|---------------------------|----------|----------|-------------|
| <u>Dell Precision 340</u> | <u>1</u> | <u>0</u> | <u>Junk</u> |
| <u>S.T. 3QD5611</u>       |          |          |             |

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM                             | QUANTITY | VALUE    | CONDITION   |
|----------------------------------|----------|----------|-------------|
| <u>Power Edge 2300</u>           | <u>2</u> | <u>0</u> | <u>Junk</u> |
| <u>P.A.T. 11978 ✓ S.T. 9RYFU</u> |          |          |             |
| <u>P.A.T. 11979 ✓ S.T. 9RYGA</u> |          |          |             |

ITEM IS LOCATED AT: \_\_\_\_\_

Contact Person

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:  
(Vehicles/Heavy Equipment Only)

Signature

Date

PURCHASING  
AUG 21 2017

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

APPROVED

BY [Signature]  
AUG 1 12 2017  
Information Technology Division

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the I.T. Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM  | QUANTITY | VALUE    | CONDITION         |
|---|----------|----------|-------------------|
| <u>Power Edge 4600 P.A.T. 13241 S.T. 4JC 9821</u> |          | <u>0</u> | <u>Junk</u> C/H ✓ |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM   | QUANTITY | VALUE    | CONDITION         |
|--|----------|----------|-------------------|
| <u>Power Edge 2400 P.A.T. 12239 S.T. 1NX5001</u> |          | <u>0</u> | <u>Junk</u> C/H ✓ |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM                        | QUANTITY | VALUE    | CONDITION         |
|-----------------------------|----------|----------|-------------------|
| <u>Dell PowerVault 2005</u> |          | <u>0</u> | <u>Junk</u> C/H ✓ |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM  | QUANTITY | VALUE | CONDITION |
|---|----------|-------|-----------|
| <u>Ape Smart UPS 2000 S.N. Q50240111006</u> |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Authorized by Dept. Head: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Fleet Maintenance Supervisor:  
(Vehicles/Heavy Equipment Only)

Signature \_\_\_\_\_

Date \_\_\_\_\_

PURCHASING  
AUG 21 2017  
AP

APPROVED

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
TERREBONNE PARISH CRIMINAL JUSTICE COMPLEX Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

BY Information Technology Division  
ITEM PRINTER QUANTITY 1 VALUE ? CONDITION POOR  
Junk *CJA*

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)  
LEXMARK PRINTER TS654DN - TPCG -14125

ITEM IS LOCATED AT: TERREBONNE PARISH CRIMINAL JUSTICE COMPLEX - BOOKING

| ITEM  | QUANTITY | VALUE | CONDITION |
|---|----------|-------|-----------|
| DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.) |          |       |           |

ITEM IS LOCATED AT:

| ITEM  | QUANTITY | VALUE | CONDITION |
|---|----------|-------|-----------|
| DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.) |          |       |           |

ITEM IS LOCATED AT:

| ITEM  | QUANTITY | VALUE | CONDITION |
|---|----------|-------|-----------|
| DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.) |          |       |           |

ITEM IS LOCATED AT:

MAJOR CLAUDE TRICHE, WARDEN  
Contact Person

985-857-0361  
Phone

Authorized by Dept. Head:

*Major Claude Triche*  
Signature

8/9/17  
Date

Fleet Maintenance Supervisor:  
(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
AUG 09 2017  
*AP*



APPROVED

JUL - 7 2017

BY Information Technology Division

## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
OHSEP Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
| 1    | 1        | \$0   | Junk JF   |

### DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Ser# CYQ6TJ1 Modle# Poweredge R900 Server

No hard drive

ITEM IS LOCATED AT: purchasing

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
| 2    | 1        | \$0   | Junk JF   |

### DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Ser# JDKSSK1 Modle# Poweredge R610 Server

No hard drive

ITEM IS LOCATED AT: purchasing

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

### DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

### DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Contact Person

Authorized by Dept. Head:

Signature

Phone

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

PURCHASING  
JUL 07 2017

AP

## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
OEP Department.

Note: For condition of items use one of the following:

New - Good - Fair - Poor - Junk

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      | 1        |       | Fair      |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

HON Mahogany Desk Return

ITEM IS LOCATED AT: OEP Attie

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: OEP

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: OEP

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: OEP

Tammy Duplantis  
Contact Person

985-873-6357

Phone

Authorized by Dept. Head:

Signature

Date

7/25/17

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

PURCHASING  
JUL 25 2017

AP



# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
OEP Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM    | QUANTITY | VALUE | CONDITION |
|---------|----------|-------|-----------|
| Printer | 1        | \$0   | Junk      |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Xerox Phaser 8560 Printer S/N# 386747300-915348121 Parish ID# 12507

ITEM IS LOCATED AT: OEP

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: OEP

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: OEP

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|      |          |       |           |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: OEP

Contact Person

Authorized by Dept. Head:

Signature

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

985-873-6357

Phone

Date

PURCHASING  
AUG 04 2017  
AP

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
Houma Police Department Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
| TV   | 1        |       | Poor      |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

1- TV Brand Name AKAI Size 32 volume doesn't work  
gray in color with power cord. SN 6009 D17

ITEM IS LOCATED AT: HPD

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: Houma Police Department

Capt. Bobbie O'Bryan #144

Contact Person

9858736380

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

PURCHASING

JUL 21 2017

AP

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
Risk Management Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM     | QUANTITY | VALUE      | CONDITION                          |
|----------|----------|------------|------------------------------------|
| <u>1</u> | <u>2</u> | <u>-0-</u> | <u>Poor</u> <u>Surh</u> <u>C/H</u> |

## DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

1. Optiplex 745 PC/ Black/ TPCG Serial #14243

2. Optiplex 755 PC Windows XP Professional/ black/ TPCG Serial #14225/ Service Tag #F2GGGF1

ITEM IS LOCATED AT: Risk Management Department

| ITEM     | QUANTITY | VALUE      | CONDITION                          |
|----------|----------|------------|------------------------------------|
| <u>2</u> | <u>2</u> | <u>-0-</u> | <u>Poor</u> <u>Surh</u> <u>C/H</u> |

## DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2 Dell Keyboards-Black

ITEM IS LOCATED AT: Risk Management Department

| ITEM     | QUANTITY | VALUE      | CONDITION                          |
|----------|----------|------------|------------------------------------|
| <u>3</u> | <u>2</u> | <u>-0-</u> | <u>Poor</u> <u>Surh</u> <u>C/H</u> |

## DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2 Dell Monitors/ Black

ITEM IS LOCATED AT: Risk Management Department

| ITEM     | QUANTITY | VALUE      | CONDITION              |
|----------|----------|------------|------------------------|
| <u>4</u> | <u>1</u> | <u>-0-</u> | <u>Fair</u> <u>CBP</u> |

## DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Metal Keyboard stand for mount under desk top, silver and black

ITEM IS LOCATED AT: Risk Management Department

Cheryl B. Lirette

Contact Person

985-873-6470

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

**PURCHASING**  
JUL 11 2012  
AP



**Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.**

PURCHASING  
JUL 11 2017

AP

## REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
Solid Waste Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM     | QUANTITY | VALUE   | CONDITION   |
|----------|----------|---------|-------------|
| <u>1</u> | <u>1</u> | <u></u> | <u>Poor</u> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

Unit #4168 1991 Red 4900 International Mule Truck w/ 1825 hours & 179272 miles.

VIN#1HTSHNURXMH387450 Lic Plate 103564. The cab of the truck is in very poor shape.

ITEM IS LOCATED AT: City Complex

| ITEM    | QUANTITY | VALUE   | CONDITION |
|---------|----------|---------|-----------|
| <u></u> | <u></u>  | <u></u> | <u></u>   |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

| ITEM    | QUANTITY | VALUE   | CONDITION |
|---------|----------|---------|-----------|
| <u></u> | <u></u>  | <u></u> | <u></u>   |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

| ITEM    | QUANTITY | VALUE   | CONDITION |
|---------|----------|---------|-----------|
| <u></u> | <u></u>  | <u></u> | <u></u>   |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Clay Naquin

Contact Person

873-6739

Phone

Authorized by Dept. Head:

  
Signature

10-26-16  
Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the  
Utilities Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM       | QUANTITY | VALUE | CONDITION        |
|------------|----------|-------|------------------|
| MISC EQUIP | 1 PALLET |       | FAIR <i>POOR</i> |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

(1) PALLET OF MISCELLANEOUS EQUIPMENT. INCLUDES (2) HYDRAULIC JACK HAMMERS

(3) LOCATORS WITH TRANSMITTERS, (3) CHART RECORDERS, (1) FAULT LOCATOR

ITEM IS LOCATED AT: 301 Plant Road

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

| ITEM | QUANTITY | VALUE | CONDITION |
|------|----------|-------|-----------|
|------|----------|-------|-----------|

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT:

Tommy LeCompte

Contact Person

873-6750

Phone

Authorized by Dept. Head:

*Tommy LeCompte*  
Signature

6/22/17  
Date

Fleet Maintenance Supervisor:

(Vehicles/Heavy Equipment Only)

Signature

Date

APPROVED

AUG - 1 2017

BY Information Technology Division

# REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Utilities Administration Department.

Note: For condition of items use one of the following:  
New - Good - Fair - Poor - Junk

| ITEM           | QUANTITY | VALUE    | CONDITION     |
|----------------|----------|----------|---------------|
| <u>printer</u> | <u>1</u> | <u>0</u> | <u>broken</u> |

CP11

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

HP Officejet Pro 8500 Premier  
printer / fax / scan / copy

ITEM IS LOCATED AT: warehouse Margaret's Office Attic

| ITEM  | QUANTITY | VALUE | CONDITION |
|-------|----------|-------|-----------|
| _____ | _____    | _____ | _____     |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM  | QUANTITY | VALUE | CONDITION |
|-------|----------|-------|-----------|
| _____ | _____    | _____ | _____     |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

| ITEM  | QUANTITY | VALUE | CONDITION |
|-------|----------|-------|-----------|
| _____ | _____    | _____ | _____     |

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: \_\_\_\_\_

Contact Person

Phone

Authorized by Dept. Head:

Signature

Date

Fleet Maintenance Supervisor:  
(Vehicles/Heavy Equipment Only)

Signature

Date

AUG 07 2017  
PURCHASING  
AP



Monday, September 11, 2017

---

**Item Title:**

Ordinance to declare as surplus adjudicated property located at 207 Authement St in which the parish has 1% interest

**Item Summary:**

Consider the introduction of an ordinance to declare as surplus a tax property located at 207 Authement Street adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 27, 2017 at 6:30 p.m.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 8/28/2017          | Executive Summary |
| Ordinance          | 8/28/2017          | Ordinance         |
| Backup Material    | 8/28/2017          | Backup Material   |





## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Introduction of an Ordinance to Declare as Surplus Adjudicated Property Located at 207 Authement Street in which the Parish has 1% Interest.

### PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus one (1) adjudicated property 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 adjudicated property 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: \$6468.00

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

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

N/A

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Angela Guidry, Purchasing Manager

Signature

August 28, 2017

Date

OFFERED BY:  
SECONDED BY:

ORDINANCE NO: \_\_\_\_\_

AN ORDINANCE DECLARING PROPERTY ADJUDICATED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS AND NOT NEEDED FOR A PUBLIC PURPOSE; **LOT 1 BLOCK 2 HORACE AUTHEMENT SUBD. CB 2381/516. ( 207 AUTHEMENT STREET )** WITH AN OWNER OF RECORD OF **CHARLIE SCHRADER** AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 1 % of immovable property owned by **Charlie Schrader** and described below was adjudicated to the Terrebonne Parish Consolidated Government on **June 24, 2014** 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 **Charlie Schrader** and depicted on the attached plat, if any, is hereby declared surplus:

**LOT 1 BLOCK 2 HORACE AUTHEMENT SUBD. CB 2381/516.**

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 twenty percent (20%) of the proposed price made payable to the Terrebonne Parish Consolidated Government. 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 a bid packet 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, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in force and effect, the provisions of this ordinance hereby being declared to be severable.

## 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 this \_\_\_\_day of \_\_\_\_\_, 2017.

# Terrebonne Parish Recording Page

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, La 70361-1569  
(985) 868-5660

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

First VENDOR  
SCHRADER, CHARLIE

First VENDEE  
TERREBONNE PARISH CONSOL GOVERNMENT

Index Type : Conveyances

File # : 1456845

Type of Document : Tax Sale/Commission To Sell

Book : 2381

Page : 516

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

*Theresa A. Robichaux*  
Clerk of Court

On (Recorded Date) : 06/24/2014

At (Recorded Time) : 12:26:47PM



Doc ID - 012543030003

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 06/24/2014 at 12:26:47  
Recorded in Book 2381 Page 516  
File Number 1456845

*Christine S. Hays*  
Deputy Clerk

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  
**SCHRADER, CHARLIE 1/100**  
**621 SCHOOL ST**  
**HOUMA, LA 70361**

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 **2013** in the Court House Annex in the City of Houma, Louisiana, on **June 11, 2014**, beginning at ten o'clock A.M. giving notice in the issues of the newspaper on **May 09, 2014** and **June 6, 2014** and in said list as advertised the following described immovable property appearing in the name of

**SCHRADER, CHARLIE 1/100**

**R-03-C-19583-200**

to wit:

**LOT 1 BLOCK 2 HORACE AUTHEMENT SUBD. CB 2201/774.**

**1 LOT(S) 1065**

|               |        |
|---------------|--------|
| TOTAL TAXES   | 1.01   |
| INTEREST      | 0.06   |
| NOTICE        | 17.00  |
| ADVERTISEMENT | 100.00 |
| PVR           | 50.00  |
| TOTAL         | 168.07 |

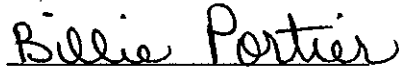
And on said **June 11, 2014**, after beginning but not completing said list, I continued the same within legal hours each succeeding legal day offering tax sale title to said property for sale at public auction in the manner required by said laws and the **100% OF THE WHOLE** of the tax debtor therein being the smallest amount of said property, **SINCE THERE WERE NO BIDDERS THE PROPERTY WAS ADJUDICATED TO THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361**, and having complied with the terms of sale, the tax sale title was adjudicated **100% OF 1/100 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

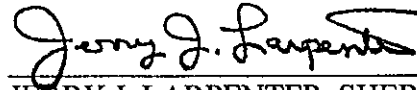
do by these presents sell and transfer unto, **SINCE THERE WERE NO BIDDERS THE PROPERTY WAS ADJUDICATED TO THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361** tax sale title to the **100% OF 1/100 OF UNDIVIDED INTEREST OF THE WHOLE** of the tax debtor therein last above described 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 23<sup>rd</sup> day of JUNE, 2014.

Witnesses:

  
Billie Portier

  
Sele W. Roddy



JERRY J. LARPENTER, SHERIFF AND  
EX-OFFICIO TAX COLLECTOR  
PARISH OF TERREBONNE, LOUISIANA



August 28, 2017





Monday, September 11, 2017

---

**Item Title:**

Ordinance to declare as surplus adjudicated property located at 307 Palm Avenue in which the parish has 1% interest

**Item Summary:**

Consider the introduction of an ordinance to declare as surplus a tax property located at 307 Palm Avenue in which the parish has 1% interest adjudicated to the Terrebonne Parish Consolidated Government and to acquire authorization to dispose of said property in accordance with LA R.S. 47:2196; and calling a public hearing on said matters on Wednesday, September 27, 2017 at 6:30 p.m.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 8/30/2017          | Executive Summary |
| Ordinance          | 8/30/2017          | Ordinance         |
| Backup Material    | 8/30/2017          | Backup Material   |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Introduction of an Ordinance to Declare as Surplus Adjudicated Property Located at 307 Palm Avenue.

### PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus one (1) adjudicated property 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 adjudicated property 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: \$41,334.00

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

ACTUAL

ESTIMATED

### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

N/A

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE    1    2    3    4    ☒ 5    6    7    8    9

Angela Guidry, Purchasing Manager

Signature

August 29, 2017

Date

OFFERED BY:  
SECONDED BY:

ORDINANCE NO: \_\_\_\_\_

AN ORDINANCE DECLARING PROPERTY ADJUDICATED TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS AND NOT NEEDED FOR A PUBLIC PURPOSE; **LOT 11 & S/2 LOT 13 BLOCK 3 GARNET ADDITION. ( 307 PALM AVENUE )** WITH AN OWNER OF RECORD OF **L T D ASSETS MANAGEMENT (1/100)** AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 1 % of immovable property owned by **L T D Assets Management** and described below was adjudicated to the Terrebonne Parish Consolidated Government on **June 24, 2014** 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 **L T D Assets Management** and depicted on the attached plat, if any, is hereby declared surplus:

**LOT 11 & S/2 LOT 13 BLOCK 3 GARNET ADDITION.**

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 twenty percent (20%) of the proposed price made payable to the Terrebonne Parish Consolidated Government. 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 a bid packet 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, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in force and effect, the provisions of this ordinance hereby being declared to be severable.

## 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 this \_\_\_\_day of \_\_\_\_\_, 2017.

# Terrebonne Parish Recording Page

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, La 70361-1569  
(985) 868-5660

**Received From :**

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

**First VENDOR**

LT D ASSETS MANAGEMENT

**First VENDEE**

TERREBONNE PARISH CONSOL GOVERNMENT

**Index Type :** Conveyances

**File # :** 1456834

**Type of Document :** Tax Sale/Commission To Sell

**Book :** 2381

**Page :** 483

**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

*Theresa A. Robichaux*  
Clerk of Court

On (Recorded Date) : 06/24/2014

At (Recorded Time) : 12:21:37PM



Doc ID - 012542920003

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 06/24/2014 at 12:21:37  
Recorded in Book 2381 Page 483  
File Number 1456834

*Chandra S. Roy*  
Deputy Clerk

**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  
**L T D ASSETS MANGEMENT 1/100**  
**3256 RIVERBROOK CT**  
**BATON ROUGE, LA 70820**

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 **2013** in the Court House Annex in the City of Houma, Louisiana, on **June 11, 2014**, beginning at ten o'clock A.M. giving notice in the issues of the newspaper on **May 09, 2014** and **June 6, 2014** and in said list as advertised the following described immovable property appearing in the name of

**L T D ASSETS MANAGEMENT 1/100**

**R-03-C-23504-200**

to wit:

**LOT 11 & S/2 LOT 13 BLOCK 3 GARNET ADDITION. CB 2293/480.**

**1 LOT(S) 1395 RESIDENCE 6660**

|               |        |
|---------------|--------|
| TOTAL TAXES   | 7.59   |
| INTEREST      | 0.45   |
| NOTICE        | 17.00  |
| ADVERTISEMENT | 100.00 |
| PVR           | 50.00  |
| TOTAL         | 175.04 |

And on said **June 11, 2014**, 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 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 CONSOLIDATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361**, and having complied with the terms of sale, the tax sale title was adjudicated **100% OF 1/100 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 CONSOLIDATED GOVERNMENT PO BOX 2768 HOUMA, LA 70361** tax sale title to the **100% OF 1/100 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 **23<sup>rd</sup>** day of **JUNE, 2014**.

Witnesses:

Billie Portier

Billie Portier

Sèle W. Roddy

Sèle W. Roddy

Jerry J. Larpenter

JERRY J. LARPENTER, SHERIFF AND  
EX-OFFICIO TAX COLLECTOR  
PARISH OF TERREBONNE, LOUISIANA



TPC

STATE OF LOUISIANA  
PARISH OF TERREBONNE

WARD: R-03-C ACCOUNT NBR: 23504-200-

L T D ASSETS MANAGEMENT 1/100  
3256 RIVERBROOK CT  
BATON ROUGE, LA 70820

JERRY J. LARPENTER  
SHERIFF & EX-OFFICIO TAX COLLECTOR  
COURT HOUSE ANNEX-P.O. DRAWER 1670  
HOUMA, LOUISIANA 70361

2013 TAX NOTICE  
6/04/14 16:03:41  
TELLER NUMBER: 6  
PAGE 1

ABSTRACTS:  
1 LOT(S) 1395 RESIDENCE 6660

----- PROPERTY DESCRIPTION -----  
LOT 11 & S/2 LOT 13 BLOCK 3 GARNET  
ADDITION. CB 2293/480.

PHY LOC: 307 PALM AV

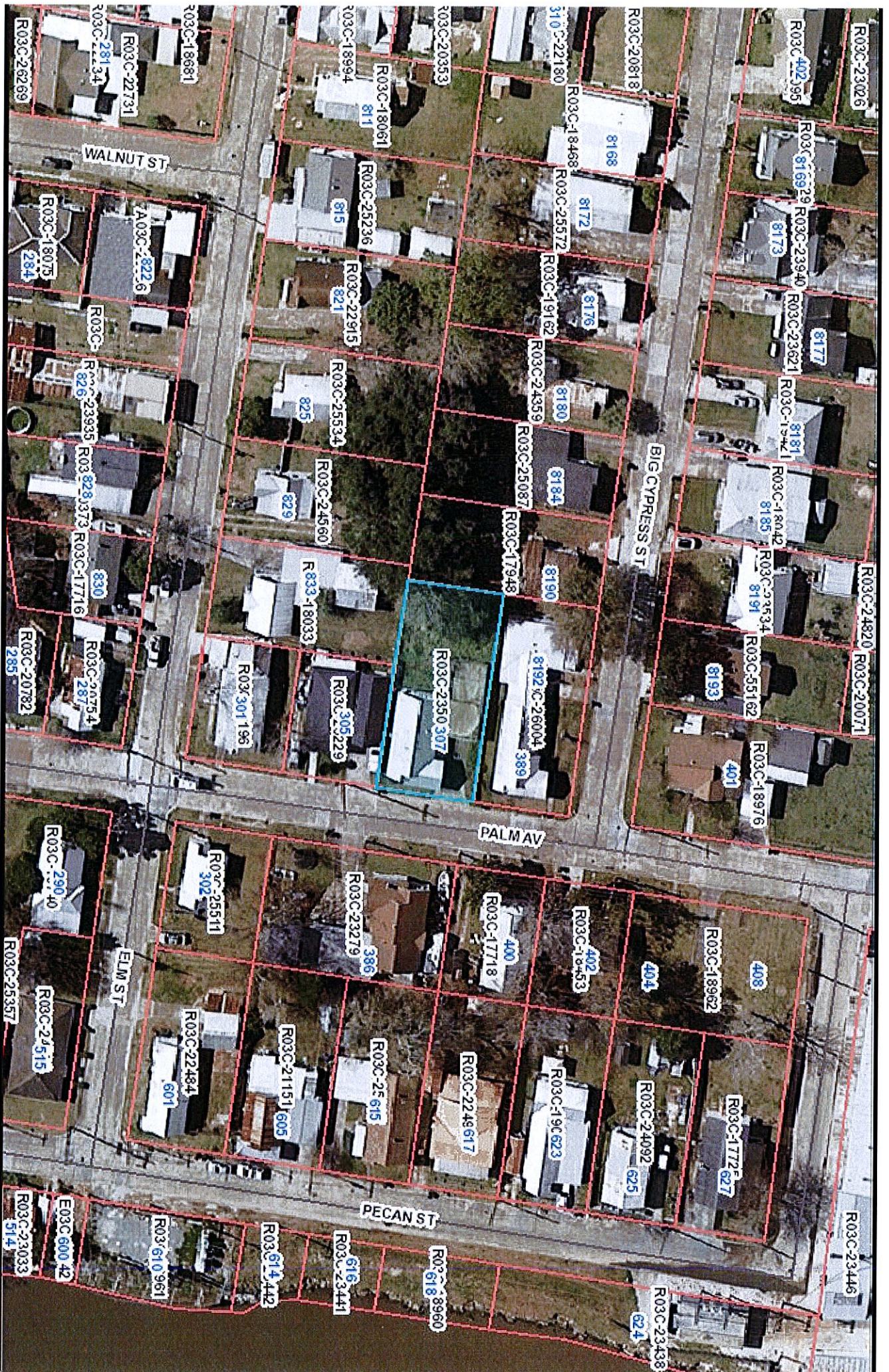
TOTALS:  
TAXABLE ASSESSED VALUE-----> 8,055

| TAXING DISTRICTS:       | TAXPAYER | HOMESTEAD |
|-------------------------|----------|-----------|
| CONSOLIDATED            | 67.60M   | 5.45      |
| RECREATION DIST. NO. 11 | 10.00M   | .81       |
| CITY AD VALOREM TAX     | 6.38M    | .51       |
| CITY-FIRE PROTECTION    | 5.08M    | .41       |
| CITY-POLICE PROTECTION  | 5.08M    | .41       |
|                         | 7.59     | .00       |

100 % of 1/100 of undivided interest  
of the whole

RECAP:  
TOTAL TAXES-----> 7.59  
INTEREST-----> .00  
COST-CERTIFIED MAIL-----> .00  
COST-ADVERTISEMENT-----> .00  
LLEN/RECORDING FEE-----> .00  
TOTAL-----> 7.59





DISCLAIMER: Terrebonne Parish makes no warranty as to the reliability or accuracy of the base maps, their associated data tables or the original data collection process and is not responsible for the inaccuracies that could have occurred due to errors in the original data input or subsequent update process. User assumes all responsibility for verifying accuracy of data for any intended use.

August 28, 2017





Category Number:  
Item Number: 7.



Monday, September 11, 2017

---

**Item Title:**

Introduce ordinance - Declare 6321 W Main Surplus

**Item Summary:**

Introducing an ordinance that will declare property located at 6321 West Main Street, owned by Terrebonne Parish Consolidated Government as surplus property and calling a public hearing on September 27, 2017 at 6:30m p.m.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     |
|--------------------|--------------------|-----------------|
| Executive Summary  | 8/31/2017          | Backup Material |
| Ordinance and plat | 8/31/2017          | Ordinance       |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Introduction of an Ordinance to Declare as Surplus Parish Owned Property Located at 6321 W Main Street.

### PROJECT SUMMARY (200 WORDS OR LESS)

Declaring as surplus one (1) parish owned property 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 Parish owned property 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 PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

N/A

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE    1    2    3    4    5    6    7    8    9

Angela Guidry, Purchasing Manager

Signature

August 31, 2017

Date

OFFERED BY:  
SECONDED BY:

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

**AN ORDINANCE TO DECLARE PROPERTY LOCATED AT 6321 WEST MAIN STREET OWNED BY TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS SURPLUS PROPERTY: AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.**

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that property owned by the Terrebonne Parish Consolidated Government located at 6321 West Main Street, Houma, Louisiana 70364, more particularly described below, is hereby declared surplus.

TRACT A-B-C-D-E-A

A certain batture lot of land situated in Section 4, T17S-R17E, Parish of Terrebonne, Louisiana, on the right descending bank of Bayou Terrebonne, said lot belonging to Terrebonne Parish Consolidated Government and comprising of 3,382.9 sq. ft. Commencing from the northwest corner of TRACT A-B-C-D-E-A, a found ½" iron pipe, point "A", the POINT OF BEGINNING.

Thence N 63°49'39" E, a distance of 50.72' to point "B", the water's edge of Bayou Terrebonne; Thence along said Bayou S 26°09'26" E, a distance of 39.11' to point "C"; Thence along said Bayou S 33°13'56"E, a distance of 31.55' to point "D"; Thence S 57°11'35" W, a distance of 43.98' to point "E", located on the eastern right-of-way of West Main Street; Thence along said right-of-way being a curve bending to the left having a radius of 10,624.48', an arc distance of 76.28', a chord bearing of N 34°23'20" W, and a chord distance of 76.28' to point "A", a found ½" iron point, being the POINT OF BEGINNING, together with all improvements thereon but subject to all public right of ways, privileges, servitudes, mineral rights, zoning, and public utilities thereunto belonging or in anywise appertaining.

All as shown on a plat prepared by Providence Engineering and Design, LLC, under the supervision of Terral J. Martin, Jr., P.L.S. No. 5030, titled: "SURVEY SHOWING TRACT A-B-C-D-E-A ON PROPERTY BELONGING TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT"; located in Section 4, T17S-R17E, Terrebonne Parish, Louisiana, dated August 28, 2017. The plat is hereby attached hereto and incorporated herein as Exhibit "A".

Bearing a municipal address of 6321 West Main Street, Houma, LA 70364.

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 said property by public bid or any legally approved method.

SECTION II

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

SECTION III

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

Government for Terrebonne Parish, whichever occurs sooner.

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

‘THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared this ordinance adopted on this \_\_\_\_day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

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

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on \_\_\_\_\_, 2017, at which meeting a quorum was present.

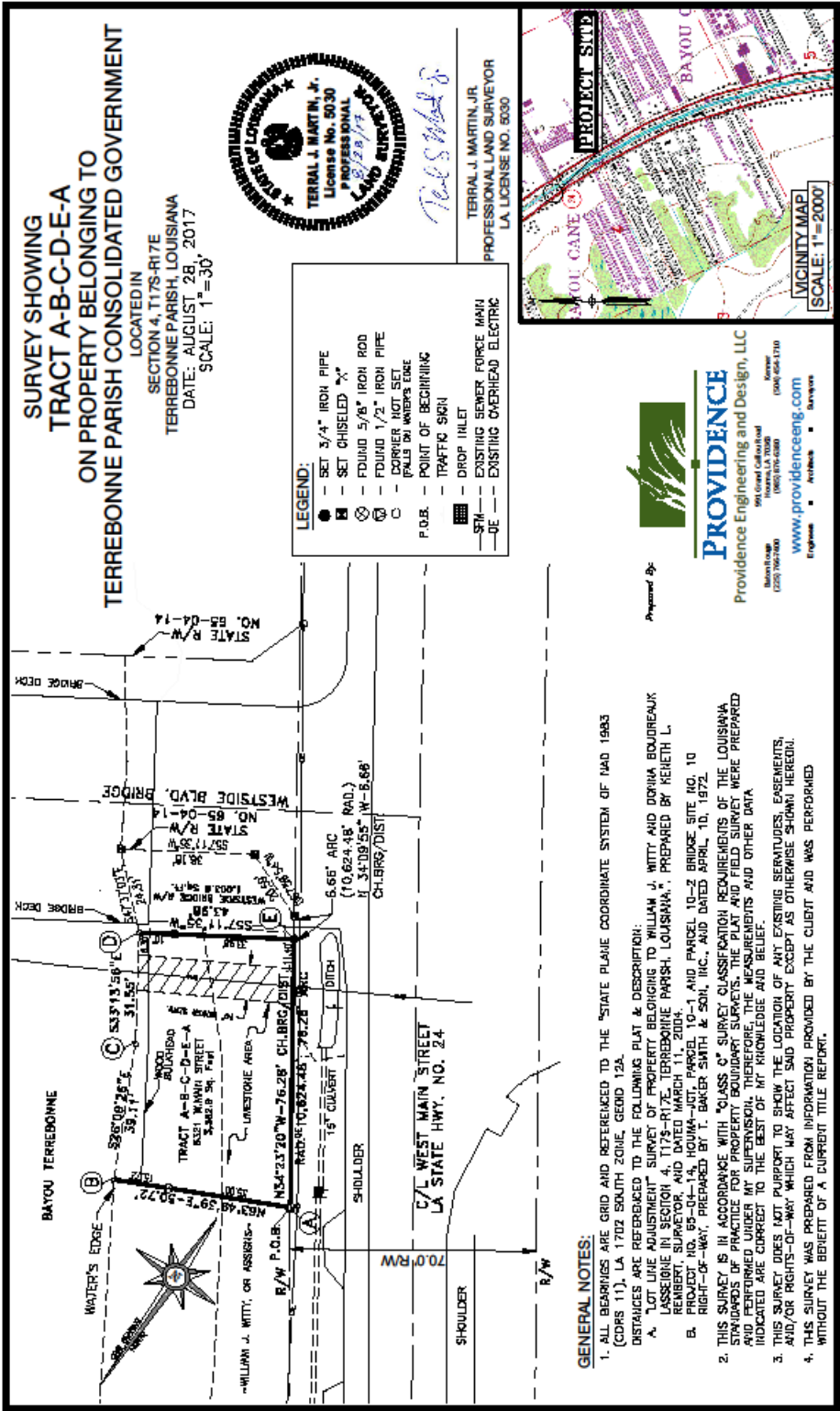
GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



EXHIBIT "A"

SURVEY SHOWING  
TRACT A-B-C-D-E-A  
ON PROPERTY BELONGING TO  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT





Monday, September 11, 2017

---

**Item Title:**

FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

**Item Summary:**

A resolution authorizing the Parish President to execute an application form to the U.S. Department of Justice, Office of Justice Programs 2017 Edward Byrne Memorial JAG Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto

---

**ATTACHMENTS:**

| <b>Description</b>                             | <b>Upload Date</b> | <b>Type</b> |
|--|--------------------|-------------|
| ExecutiveSummary form.docx                     | 9/6/2017           | Cover Memo  |
| Federal Edward Bryne JAG 2017 Resolution.doc   | 9/6/2017           | Cover Memo  |
| 2017 Edward Byrne BUDGET NARRATIVE .doc        | 9/6/2017           | Cover Memo  |
| 2017 Edward Byrne JAG PROGRAM NARRATIVE .doc   | 9/6/2017           | Cover Memo  |
| 2017 Edward Byrne JAG Project ABSTRACT.doc     | 9/6/2017           | Cover Memo  |
| 2017 Edward Byrne JAG REVIEW NARRATIVE .doc    | 9/6/2017           | Cover Memo  |
| Copy of 2017 Edward Bryne JAG BUDGET SHEET.xls | 9/6/2017           | Cover Memo  |
| Disclosure of Pending Applications (2).doc     | 9/6/2017           | Cover Memo  |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE  |
|--|
| FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program |

| PROJECT SUMMARY (200 WORDS OR LESS)  |
|--|
| The Terrebonne Parish Consolidated Government will use JAG funds to support the Houma Police Department. Funds will be used to facilitate overtime compensation for Post Certified Police Officers to help to improve Police Officers Safety, increase public safety by doing more traffic enforcement with guns complaints and improve community policing. Finally do a boot camp with the Terrebonne Young Marines to help teenagers towards becoming productive young citizens. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)   |
|--|
| JAG funds will assist Government's support the city of Houma policing efforts, as well as ensure the sustenance of essential services. |

| TOTAL EXPENDITURE                        |    |     |                         |  |
|--|----|-----|-------------------------|--|
| \$16,139.00                              |    |     |                         |  |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)      |    |     |                         |  |
| ACTUAL                                   |    |     | ESTIMATED               |  |
| IS PROJECTALREADY BUDGETED: (CIRCLE ONE) |    |     |                         |  |
| N/A                                      | NO | YES | IF YES AMOUNT BUDGETED: |  |

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFERED BY:  
SECONDED BY:

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

A resolution authorizing the Parish President to execute an application form to the U.S. Department of Justice, Office of Justice Programs 2017 Edward Byrne Memorial JAG Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

**WHEREAS,** the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the U.S. Department of Justice, Office of Justice Programs Fiscal Year 2017 Edward Byrne Memorial JAG Fund in the amount of Sixteen Thousand One Hundred dollars and thirty nine (\$16,139.00) for the Terrebonne Parish Consolidated Government, The Fiscal Year 2017 Edward Byrne Memorial JAG Fund will provide grant funding to improve the effectiveness and safety of our Police Officers by providing them with overtime, Traffic Enforcement with guns complaints, improving Police Officer Safety, community policing and with Terrebonne Young Marines,

**WHEREAS,** the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the United States Department of Justice, Office of Justice Programs and,

**NOW, THEREFORE BE IT RESOLVED,** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the United States Department of Justice, Office of Justice Programs and to address other matters relative thereto.

## **2017 Operation P3G (Pin, Point, Problems w/ Guns)**

### **Budget Narrative For Edward Byrne Memorial (JAG) 2017 Funds**

The Houma Police Department would like to allocate **\$16,139.00** towards overtime for any full time post certified Police Officers to combat the efforts specified in the program's narrative. The overtime will be spent over 12 months in the physical years of the grant between 4 different continuous full time post certified Police Officers at approximately \$37.00 dollars an hour for approximately 109.087 hours of Police services.

The Houma Police Department will use the funding towards the five abstracts: Overtime, Traffic Enforcement, Community Policing, Officer Safety, YM Recruitment Training Camps. The funding will be used towards overtime to target gun complaints involving traffic enforcement at the request of neighborhood watch complaints and concerns for public safety, and community policing in getting police officers to get more involved with the communities within the City of Houma, also improving Police Officer safety by having more police officers on the road to assist with problem areas to reduce crimes of all kinds. Finally, YM Recruitment Training Camps will target 20 teenagers in becoming productive young citizens within our community, if successful, this will have an impact for years to come.

The allocation assists our agency in avoiding reductions in essential services which plays a major part in our agency combating the affect growth in violent crimes of all nature especially with guns within our communities. Due to continued funding over the passes few years, our agency has noticed a reduction in violent crimes and other crime categories from the UCR reports over the pass years. But in 2017, our area has had an increase of shooting complaints, over 100 complaints within 90 days.

The allocated JAG fund helps the Houma Police Department with its continuous mission in improving the quality of life of citizens living, working, or visiting in the city of Houma, Louisiana.

## **2017 Operation P3G (Pin, Point, Problems w/ Guns)**

### **Edward Byrne Memorial (JAG) 2017 Funding**

#### **Problem Statement:**

The City of Houma is within Terrebonne Parish, located in southeastern Louisiana. The geographical location of Terrebonne Parish is approximately 65 miles south of New Orleans, La. The population for Terrebonne Parish, as per the 2016 census estimate information, has a total population of about 113,220. The target areas, which are located within the City of Houma that will be affected by this project, will not only be the blighted and low-income neighborhoods, but all residential and business areas, which are located within several locations on both sides of the City of Houma. The Gulf Intracoastal Waterways divides the City of Houma into two sides. Each side of Houma has its own blighted and low-income neighborhoods and residential areas that were affected by the population increase. In the past years and the recent few months, these areas have been affected by a recent increase in violent crimes of all kinds among adults and juveniles with some of crimes that used guns causing officer safety to be at an all-time high of importance. Also since the increase of population came an increase of traffic problems that is over whelming to our agency.

However, there are no easy solutions to the increase of violent crimes with guns and all its associated problems. In 2016 for the 2017 budget the Houma Police Department had to reduce the number of police officers by 6 officers because of a reduction of 2016 tax revenue for our parish government. The reduction of police officers has put every police office within our agency handling complaints with guns in unsafe situations. In spite, of the efforts made by local law enforcement agencies in the past to specifically target violent crime with guns' activities has assisted in the decreased in some areas but has caused an increase in others areas which are still large problems throughout the surrounding neighborhoods and communities. The City of Houma is the bottle neck to all vehicle traffic traveling to the north or south of Terrebonne Parish, which causes a vehicle traffic population increase in and out of the city daily. Because of this, the surrounding neighborhoods to the main highways have seen an increase of traffic issues that is affecting the safety of the public. But in 2017, our area has had an increase of shooting complaints, over 100 complaints within 90 days.

#### **Needs:**

The Houma Police Department needs over time funding to assist our department to address the problems with violent crimes with guns of all kind and the increase of traffic problems within our community. More Police Officers on the streets will help to improve the safety of our Police Officers and increasing neighborhood watch programs will help our department with its community policing efforts to improve our relationships with the community. The Houma Police Department will also require assistance and cooperation from the local prosecutor's office, as well as the court system, to ensure in an attempt that a 100% conviction rate can be established on violent crimes with guns and traffic enforcements. Without their assistance and cooperation, violators will continue to affect our communities.



The Houma Police Department also feels that enforcement is a key element in the success of reducing crimes. BUT prevention is the key towards a safer community, so a Young Marine Recruitment training camp targeting juveniles will not only affect them now but will give them a chance for a better future and a safer community.

### **Goals and Objectives Statement:**

Instrumental to Operation P3G are goals and objectives, which can serve to give directions to the endeavor and set benchmarks by which the success of the program can be measured. These goals and objectives are as follow: Increase the safety of our Police Officer by providing them with overtime to target problem areas with guns within the City of Houma. Officers while dealing with the traffic enforcement by addressing the needs of the neighborhood watch groups. Our agency will attempt to make a difference within 20 teenagers lives by having them attend Terrebonne Young Marines training to becoming productive young citizens within our community. We are hoping to impact the theory of making a difference in their teenage lives by helping at a young age to improve their future and make a safer community.

### **Goals:**

- #1: Provide overtime funding to target problem areas within the City of Houma
- #2: Work towards improving the traffic problems with guns
- #3: Make a difference within 20 teenagers lives by doing a YM recruitment training camp

### **Objectives:**

- #1: The department will provide \$16,139.00 in overtime funding for police officer and work towards improving their safety.
- #2: Work with neighborhood watch groups to address their traffic issues with guns by targeting 300 complaints.
- #3: The department will attempt to make a difference in 20 teenagers' lives by providing a YM Recruitment training camp that will help them become productive young citizens within our community.

### **Evaluation Statement:**

Instrumental to Operation P3 are goals and objectives, which can serve to give directions to the endeavor and set benchmarks by which the success of the program can be measured. These goals and objectives are as follow: Increase the safety of our Police

Officer by providing them with overtime to target problem areas within the City of Houma. Officers will do traffic enforcement with gun complaints by addressing the needs of the neighborhood watch groups. Our agency will attempt to make a difference within 20 teenagers lives by having them attend Terrebonne Young Marines Recruitment training camp to becoming productive young citizens within our community. We are hoping to impact the theory of making a difference in their teenage lives by helping at a young age to improve their future and make a safer community. The Houma Police Department will determine if this program was a success/failure based on the results of the projects. The project will be considered successful if 100% are completed for the duration of the grant. The Houma Police Department will expect 100% of expenditures and progress reports are submitted by deadlines.

### **Methods:**

#1: The department will provide \$16,139.00 in overtime funding for police officer and work towards improving their safety.

#2: Work with neighborhood watch groups to address their traffic issues with guns by targeting 300 complaints.

#3: The department will attempt to make a difference in 20 teenagers' lives by providing a boot camp that will help them become productive young citizens within our community.

The Houma Police Department will determine if this program was a success/failure based on the results of the projects. The project will be considered successful if 100% are completed for the duration of the grant. The Houma Police Department will expect 100% of expenditures and progress reports are submitted by deadlines.

### **Tracking:**

For tracking the drawdown and grant expenditures separately from other federal funding the Terrebonne Parish Consolidated Government has a complete accountant division separate from the Houma Police Department. The accountant sole job is to set up a new account for the 2017 JAG funding, which will clear track expenditures and drawdown. The Chief of Police and the grant coordinator will make sure that each expenditure for the grant will be within the guidelines of the grant and will be passing on to the account for tracking to be add to the SF-269 reports.

### **Timeline:**

The Houma Police Department's timeline for this grant will start 10-1-2017 or approval of grant and end 9-30-2018. Research and planning will begin within the first 180 days of the grant.

**Mission:**

The mission of the Houma Police Department is to improve the quality of life of citizens living, working, or visiting in the city. To carry out that mission, the department will:

Engage in crime prevention and public education activities.

Engage in crime interdiction and suppression by various means with emphasis on patrol services.

Implement a philosophy of community oriented problem solving in which citizens are equal partners in the crime prevention effort.

Provide efficient and courteous services to the public in non-criminal matters, including traffic movement, resolution of non-criminal disputes, and emergency assistance as needed.

The motto "Integrity-Intelligence-Initiative describes the three pillars upon which the department rests and which enable it to carry out its primary objective in an efficient, effective, professional manner. It is through these that the department serves the people of Houma by performing the law enforcement function in a professional manner. The department will enforce the law in a fair and impartial manner, recognizing both the statutory and judicial limitations of police authority and the constitutional rights of all persons. A police officer shall perform all duties impartially, without favor, affectation, or ill will, and without regard to a person's status or diversity. All employees and citizens shall be treated equally with courtesy, consideration, and dignity.

**Applicant's Name: Terrebonne Parish Consolidated Government**

**Title of Project: 2017 Operation P3G**

**Abstract:**

Instrumental to the operation of a program of this magnitude are goals and objectives, which can serve to give the Police Chief and the Parish President direction to the endeavor and set benchmarks by which the success of the program can be measured. These goals and objectives by using the following JAG Project Identifiers: 1. Overtime will help to assist our straggling department's budget 2. Traffic Enforcement effects for targeting community problems with guns 3. Community policing will be completed by working with our local neighborhood watch groups. 4. Officer Safety will be used to increase the safety of our Police Officer by having additional Police Officers on the road during gun complaints. 5. Young Marine Recruitment training camp will target teenagers during the school year and summer time to work towards productive young citizens.

**Goals:** Assigned overtime to improve the community safety by targeting gun complaints by doing traffic enforcement and increase the safety of Police Officers. Work towards training Teenager to become productive young citizens within our communities.

**Objectives:** Work towards completing the assigning of overtime towards Police Officers to address neighborhood watch groups concerns with guns and traffic issues by targeting 300 complaints. By doing this, it will improve officer safety. Target 20 teenagers in becoming productive young citizens within our community.

## **2017 Operation P3G (Pin, Point, Problems w/ Guns)**

### **Review Narrative For Edward Byrne Memorial (JAG) 2017 Funds**

The Louisiana/Terrebonne Parish made its Fiscal Year 2017 JAG application available to the Terrebonne Parish Council for its review and public comments on September 11, 2017.

The Louisiana/Terrebonne Parish made its Fiscal Year 2017 application available to citizens for comment prior to application submission at a public meeting and again on September 13, 2017 at the Terrebonne Parish Council meeting for public comments. Also, the agendas are posted on Terrebonne Parish's website on their paperless agenda system at [tpcg.org](http://tpcg.org), under "Agendas" the Thursday prior to the meeting held on Monday. Anyone from the public can view the agenda and look at the backup attached to each item. The agendas are also posted on two bulletin boards outside the Council Meeting Room the Friday before the meeting.

## Edward Byrne Memorial JAG FY2017 Budget Detail Worksheet

| DETAILED PROJECT BUDGET     |      |  |           |  |            |  |  |  |              |
|-----------------------------|------|--|-----------|--|------------|--|--|--|--------------|
| 100. PERSONNEL              |      |  |           |  |            |  |  |  |              |
| OVERTIME FOR                |      |  | % OF TIME |  | SALARY     |  | #OF MONTHS/WEEKS                         |  | TOTAL        |
| FULL TIME POST CERTIFIED    |      |  | 100%      |  |            |  | 12months*4Officer*\$<br>37OT*9.087 hours |  | \$ 16,139.00 |
| POLICE OFFICERS             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  | CATEGORY TOTAL                           |  | \$ 16,139.00 |
| 200. FRINGE BENEFITS        |      |  |           |  |            |  |  |  |              |
| TYPE                        |      |  |           |  | RATE       |  |  |  | TOTAL        |
| SOCIAL SECURITY             |      |  |           |  |            |  |  |  |              |
| MEDICARE                    |      |  |           |  |            |  |  |  |              |
| HEALTH/LIFE INSURANCE       |      |  |           |  |            |  |  |  |              |
| UNEMPLOYMENT                |      |  |           |  |            |  |  |  |              |
| PUBLIC/PRIVATE RETIREMENT   |      |  |           |  |            |  |  |  |              |
| OTHER EXPLAIN)              |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  |  |  |              |
| 300. TRAVEL                 |      |  |           |  |            |  |  |  |              |
| PURPOSE                     |      |  | TYPE      |  | RATE       |  |  |  | TOTAL        |
| BJA CONFERENCES             |      |  |           |  |            |  | \$ -                                     |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  | CATEGORY TOTAL                           |  | \$ -         |
| 400. EQUIPMENT              |      |  |           |  |            |  |  |  |              |
|                             | TYPE |  |           |  | QUANTITY   |  | UNIT PRICE                               |  | TOTAL        |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  | CATEGORY TOTAL                           |  | \$ -         |
| 500. SUPPLIES               |      |  |           |  |            |  |  |  |              |
| TYPE                        |      |  |           |  | QUANTITY   |  | UNIT PRICE                               |  | TOTAL        |
|                             |      |  |           |  |            |  |  |  |              |
| 600. CONTRACTUAL/CONSULTANT |      |  |           |  |            |  |  |  |              |
| TYPE OF SERVICE             |      |  |           |  | # OF HOURS |  | RATE/HOUR                                |  | TOTAL        |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  | CATEGORY TOTAL                           |  |              |
| 800. OTHER DIRECT COSTS     |      |  |           |  |            |  |  |  |              |
| TYPE                        |      |  |           |  | RATE       |  | Total Hours                              |  | TOTAL        |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           |  |            |  | CATEGORY TOTAL                           |  | \$ -         |
| 850. CONFIDENTIAL FUNDS     |      |  |           |  |            |  |  |  |              |
| TYPE/PURPOSE                |      |  |           |  | AMOUNT     |  |  |  | TOTAL        |
|                             |      |  |           |  |            |  | CATEGORY TOTAL                           |  |              |
|                             |      |  |           |  |            |  |  |  |              |
|                             |      |  |           | TOTAL PROJECT BUDGET TOTALS \$ 16,139.00 |            |  |  |  |              |







Gordon E. Dove  
Parish President

# Police Department

Houma, LA 70360



Dana T. Coleman  
Chief of Police

To: Kandia Conaway,  
From: Capt. Bobbie O'Bryan  
Ref: 2017-H2148-LA-DJ Terrebonne Parish JAG Project

Houma Police Department does not have pending applications submitted within the last 12 months for federally funded grants or sub grants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

If you have any questions, please contact Capt. Bobbie O'Bryan at 985-873-6308.

Capt. Bobbie O'Bryan # 144  
Houma Police Department  
500 Honduras Street  
Houma, La. 70360  
[bobryan@tpcg.org](mailto:bobryan@tpcg.org)



Monday, September 11, 2017

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**Item Title:**

TPCG and the Terrebonne Parish Communications District (911) lease agreement

**Item Summary:**

RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND TERREBONNE PARISH COMMUNICATIONS DISTRICT TO PROVIDE FOR SPACE TO HOUSE A PORTION OF THE HOUMA POLICE DEPARTMENT, AND TO PROVIDE FOR RELATED MATTERS.

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**ATTACHMENTS:**

| <b>Description</b>                                       | <b>Upload Date</b> | <b>Type</b> |
|--|--------------------|-------------|
| ExecutiveSummary form.docx                               | 9/6/2017           | Cover Memo  |
| Resolution Authorizing lease bw TPCG and 911 for HPD.doc | 9/6/2017           | Cover Memo  |
| 2017-06-02 IGA between 911 HPD - 3.pdf                   | 9/6/2017           | Cover Memo  |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE  |
|--|
| TPCG and the Terrebonne Parish Communications District (911) lease agreement |

| PROJECT SUMMARY (200 WORDS OR LESS)  |
|--|
| A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AN INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND TERREBONNE PARISH COMMUNICATIONS DISTRICT TO PROVIDE FOR SPACE TO HOUSE A PORTION OF THE HOUMA POLICE DEPARTMENT, AND TO PROVIDE FOR RELATED MATTERS |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)                   |
|--|
| TPCG and the 911 District for HPD uses of communication building |

| TOTAL EXPENDITURE                        |    |     |                         |  |
|--|----|-----|-------------------------|--|
| 0  |    |     |                         |  |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)      |    |     |                         |  |
| ACTUAL                                   |    |     | ESTIMATED               |  |
| IS PROJECTALREADY BUDGETED: (CIRCLE ONE) |    |     |                         |  |
| N/A                                      | NO | YES | IF YES AMOUNT BUDGETED: |  |

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFERED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE  
AN INTERGOVERNMENTAL LEASE AGREEMENT BETWEEN THE  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND  
TERREBONNE PARISH COMMUNICATIONS DISTRICT TO PROVIDE FOR  
SPACE TO HOUSE A PORTION OF THE HOUMA POLICE DEPARTMENT,  
AND TO PROVIDE FOR RELATED MATTERS**

WHEREAS, La. R.S. 33:1324 and 1324.1, also known as the Local Services Act, provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the exercise of any power, provided that at least one of the participants to the agreement is authorized under a provision of general or special law to exercise such power, including the joint use of personnel necessary to accomplish the purposes of the agreement; and

WHEREAS, Section 1-07 of Home Rule Charter provides that the Terrebonne Parish Consolidated Government (hereinafter, TPCG), is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions; and

WHEREAS, the TPCG and the Terrebonne Parish Communications District (911) desire to cooperate toward the common goals of facilitating the health, safety, and welfare of the citizens of the Parish of Terrebonne; and

WHEREAS, in consideration of the mutual benefits and the benefits set forth in the attached lease agreement, 911 desires to lease to TPCG, and TPCG desires to lease from 911, the immovable property located at 112 Capital Boulevard, Houma, Louisiana 70360 including the interior of the building(s) situated thereon and the Shared Spaces as described in the agreement, less and except the 150 square feet of Secure Dry Storage located in the rear west corner of the warehouse area (hereinafter, "leased premises") for the purposes of housing a portion of the Houma Police Department, a division of the TPCG; and

WHEREAS, the TPCG finds that by procuring, through this lease agreement, a satellite facility in which to expand the reach of its Houma Police Department within the jurisdiction of the City of Houma, is a public purpose a will facilitate the health, safety, and welfare of the citizens of the parish; and

**NOW THEREFORE, BE IT RESOLOVED** by the Terrebonne Parish Council on behalf of Terrebonne Parish Consolidated Government that the Parish President, Gordon E. Dove, is hereby authorized to execute on behalf of the TPCG an intergovernmental lease agreement with the 911 containing substantially the same terms as those contained within attached agreement.

UPON VOTE TAKEN, THERE WAS RECORDED:

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

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

NOT VOTING: \_\_\_\_\_

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

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
CHAIRMAN

I, \_\_\_\_\_, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2017 subsequently ratified by the assembled Council in Regular Session on the \_\_\_\_ day of \_\_\_\_\_, 2017 at which meeting a quorum was present.

\_\_\_\_\_  
, COUNCIL CLERK



INTERGOVERNMENTAL

UNITED STATES OF AMERICA

LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF TERREBONNE

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

**Terrebonne Parish Communications District**, (hereinafter referred to as “911” or “LESSOR”), a political subdivision of the State of Louisiana, represented and appearing herein by and through its duly authorized and empowered in accordance with a resolution previously adopted by said Board; and

**Terrebonne Parish Consolidated Government**, (hereinafter referred to as “TPCG” or “LESSEE”), a local governmental subdivision which operates under the Home Rule Charter for a Consolidated Government for Terrebonne Parish and which exercises the governmental functions of the City of Houma and Terrebonne Parish, Louisiana, represented and appearing herein through its President, Gordon E. Dove, by virtue of Terrebonne Parish Council Resolution No. \_\_\_\_\_;

#### WHO DECLARED AS FOLLOWS:

**WHEREAS**, La. R.S. 33:1324 authorizes political subdivisions of the state to make agreements between or among themselves to, inter alia, engage in the promotion and maintenance of any undertaking or the exercise of any power, provided that at least one of the participants to the agreement is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking;

**WHEREAS**, The City of Houma Police Department requires additional office space to provide its public safety services; and

**WHEREAS**, 911 and TPCG desire to enter into an agreement whereby the 911 leases said properties to the TPCG; And in consideration thereof but in lieu of the payment of any cash consideration, the TPCG will provide certain in kind services to the 911;

**WHEREAS**, the purpose of the existing and contemplated lease is to further effectuate the police power and duty of government, namely that power and duty to promote or to protect the public health, safety, and general welfare, via emergency response; and public purpose and enhance the spirit of cooperation between local agencies;

**NOW, THEREFORE**, in furtherance of the objectives expressed hereinabove and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

#### SECTION I PARTIES

This lease, dated \_\_\_\_\_, by and between the **Terrebonne Parish communications District**, a political subdivision of the State of Louisiana (hereinafter “Lessor”) and the **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana (hereinafter “Lessee”),

**Witnesseth:**

In consideration of the mutual covenants, Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions in this agreement, the following described premises:

the immovable property located at 112 Capital Boulevard, Houma, Louisiana 70360 including the interior of the building(s) situated thereon, the Shared Spaces described below, less and except the 150 square feet of Secure Dry Storage located in the rear west corner of the “warehouse” area

hereinafter, the “leased premises” or the “premises”. Leased Premises shall include the following Shared Spaces to be utilized by both Parties herein: the driveway and parking area situated on the premises. Lessor shall have access to its Secure Dry Storage through an entrance separate and apart from the entrance(s) to be utilized by Lessee for access to the leased premises.

## **SECTION II TERM AND TERMINATION**

The initial term of this lease is three (3) years, commencing the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Commencement Date”) and expiring the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The lease shall automatically renew for subsequent one-year terms after expiration unless otherwise terminated.

Either Lessor or Lessee may terminate this lease by delivering ninety (90) days advance written notice to the other party. The parties may terminate the lease by written mutual consent.

## **SECTION III CONSIDERATION**

1. In consideration of the covenants and agreements expressed herein and in lieu of the payment of any cash consideration by the TPCG to the 911 herein, the TPCG throughout the duration of this lease agreement:
  - a) To maintain the leased premises;
  - b) To improve the leased premises in accordance with and subject to Section IV herein below;
  - c) To maintain the insurance coverages required in Section XVII;
  - d) To maintain property lawn care service on the premises, or reimburse the Lessor for the cost of lawn care services; and,
  - e) To pay all costs for utilities.

## **SECTION IV DELIVERY OF PREMISES**

Lessee has fully inspected the premises and accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises except as otherwise provided in this lease. Any improvements or alterations desired by Lessee are at Lessee’s cost with Lessor’s prior written approval.

## **SECTION V KIND OF BUSINESS**

Lessee must occupy the premises throughout the full term of the lease, and the premises shall only be used for Houma Police Department sanctioned uses. Lessee agrees to comply with (and to indemnify Lessor from any violations of) all laws or ordinances relative to Lessee’s use of the premises. Lessee shall obtain all permits required for Lessee’s use of the property and shall promptly take all substantial and non-substantial actions necessary to comply with applicable statutes, ordinances, rules, regulations, orders, and requirements regulating the use by Lessee of the property. No auction sales, going-out-of-business sales, fire sales, bankruptcy sales, or other sales not in the ordinary course of Lessee’s business shall be conducted on the leased premises, without the prior written consent of Lessor. Lessee shall not place or store anything in the premises, or do anything, or allow any activity which could be reasonably

calculated to cause forfeiture or suspension of the insurance on the premises.

## **SECTION VI ALTERATIONS OR ADDITIONS BY LESSEE**

Should Lessee desire to erect or modify any improvements on the property herein leased, Lessee shall first submit to Lessor all plans for structures and/or improvements to be placed on the leased premises. Lessor shall approve said plans, provided they meet with standards that the Lessor is seeking to maintain in that general area, and provided they are in conformity with other structures and improvements on Lessor's property (approval shall not be as to any structural requirements or its integrity for structural purposes).

Except as otherwise indicated herein below, all such structures and/or improvements placed on or made to the leased premises or thereon by Lessee, shall remain the property of the Lessee with the right of Lessee to remove the same before the termination of this lease or any renewal thereof, provided Lessee leaves premises in the state in which he received it.

In the event said structures and/or improvements are abandoned by Lessee at the termination of this lease or any renewal thereof, said structures and/or improvements shall become the property of Lessor without costs to Lessor or reimbursement to Lessee, reserving unto Lessor the option to compel Lessee to remove same from the leased premises, and in the absence of compliance by Lessee, demolish and remove such at Lessee's cost.

Before the sale of any improvements on said property is made by Lessee, the said improvements shall be offered in writing to the Lessor at the sale price offered to third persons and the Lessor shall have thirty (30) days to accept or reject said offer.

## **SECTION VII DELIVERY AT EXPIRATION OF LEASE**

At expiration of this lease, Lessee will redeliver to Lessor the premises in good order and condition clear of all goods and broom cleaned and will make good all damages to the premises which it is obligated to make under this lease, and will remain liable for holdover rent until the premises with keys are returned in such order to Lessor. No demand or notice of such delivery is necessary, and Lessee expressly waives all notices and legal delays.

## **SECTION VIII ENVIRONMENTAL**

Lessee shall comply with all federal and state environmental laws including but not limited to La. Rev. Stat. 30:2001 et seq. and including all rules and regulations issued by the Louisiana Department of Environmental Quality (DEQ). Lessee also specifically agrees to comply with the following obligations:

- (a) Registration of all substances used or stored on the leased premises subject to applicable DEQ requirements to the extent that registration is required by law.
- (b) If required by law, notification to DEQ of any spill, release or discharge of a pollutant into the ground, air or water including subsurface water of the leased premises and adjoining properties.
- (c) Obtaining any necessary permit from DEQ, federal or local agencies to discharge any regulated substance on the property or improvements, into the air, surface and subsurface water or off the leased premises, however, any activity requiring permitting shall not be engaged in or on the premises without specific written permission of *Lessor*.
- (d) Lessee shall not install, operate or utilize any storage tanks above or below ground on the premises without explicit written consent of Lessor.
- (e) Lessee shall also immediately notify *Lessor* by phone and certified mail of any inspection performed by DEQ or other agencies and any compliance order issued by DEQ.
- (f) Notification shall immediately be given by phone and by certified mail to Lessor of items A, B, C and E above.
- (g) Lessee shall provide reasonable access to the premises to Lessor, its agents and

- designees for the purposes of environmental inspection, sampling and testing.
- (h) Any inspection, sampling and testing required as a result of Lessee's use of the premises including but not limited to Phase I, II, and III Environmental Audits deemed necessary by Lessor shall be at the expense of Lessee who shall pay such costs within 10 days of written demand of Lessor.
  - (i) Lessee agrees to pay all response, remediation and clean-up costs necessitated by its acts or omissions including all fines and penalties. Lessee further agrees to indemnify and hold *Lessor* harmless from any and all claims in tort or otherwise arising from or association with the environmental condition of the premises caused by Lessee's violation of any provisions contained herein, or of federal, state or local environmental laws and regulations.
  - (j) Failure to comply with any of these provisions shall be deemed an act of default under the lease.

Lessee has been provided access to the leased premises and allowed to conduct all testing Lessee deems necessary and prudent.

Should Lessee's use of the premises affect the environmental condition of the premises, Lessee shall perform an environmental assessment at the expiration of this lease, and Lessee shall be responsible for any and all remediation, clean-up cost, torts, fines and penalties due to existing environmental problems. Lessee shall deliver a copy of the environmental assessment results to Lessor.

## **SECTION IX ASSIGNMENT AND SUBLETTING**

This lease may not be assigned by Lessee, and the premises may not be sublet, partially or fully, without prior written consent of Lessor; such consent may not be unreasonably withheld.

## **SECTION X RELEASE OF LESSOR ON SALE**

Upon a sale or transfer of the leased premises by *Lessor* or a subsequent purchaser or transferor thereof, the purchaser or transferee by virtue of such sale or transfer shall be bound for the performance of all of *Lessor's* agreements and obligations under this lease. Lessor shall be obligated to include a provision to this end in any act of transfer; *Lessee* agrees to attorn to such purchaser. Provided that the transferee expressly assumes in writing, for the benefit of *Lessee*, all obligations of *Lessor* with respect to this lease, the transferor shall thereupon be released from any and all liability thereafter arising under this lease.

## **SECTION XI INSOLVENCY, ETC. AS DEFAULT**

In the event of Lessee's bankruptcy, receivership, insolvency, attachment by law of its contents, or assignment for the benefit of creditors, Lessor may immediately upon written notice to Lessee declare a default in the lease.

## **SECTION XII DEFAULT BY LESSEE**

Should Lessee fail to fulfill its responsibilities associated with consideration of this intergovernmental agreement promptly as required, and continues in default for a period more than ten (10) days, Lessor may provide written notice that Lessee is in default. Lessee will then have seven (7) days from receipt of notice to cure the default. In the event that Lessee does not cure the default, then Lessor has the right, at Lessor's option to cancel this lease.

If Lessee has taken appropriate steps to cure any default not curable in seven (7) days, such additional reasonable time as is necessary to cure such default is granted Lessee. Lessor's failure to strictly and promptly enforce any of these provisions does not operate as a waiver of Lessor's rights; Lessor expressly reserves the right always to enforce any provisions of this lease regardless of any indulgences or extensions previously granted.

### **SECTION XIII RIGHT TO SHOW SIGN**

1. Lessor reserves the right to keep posted on the premises signs “For Sale” or “By Auction” at any time during the term of this lease and also post “For Lease” or “For Rent” signs during the 120 days preceding the expiration of this lease.
2. Lessee must allow parties authorized by Lessor to visit the premises in view of buying or in view of renting for 90 days prior to expiration, provided the following precautions are taken in order to preserve the confidential nature of any ongoing investigation or operation by Lessee’s police department:
  - (a) Lessor and Lessee shall schedule a time for viewing convenient to both parties;
  - (b) A representative of Lessee shall be present during the visit;
  - (c) The visitor is or is a representative of a bona fide buyer or lessor, i.e., the visitor is making and has the capacity to make a good faith offer to visit in view of buying or renting; and
  - (d) Prior to the visit, Lessor-authorized visitors shall submit to the Houma Police Department a written authorization for criminal background check. Lessee shall maintain the right to refuse the visitor access to the premises if the background check returns information that the visitor has been convicted of a felony or drug related crime.
3. Lessor reserves the right to keep posted on the premises signs depicting Lessor’s name at any time during the term of this lease. All signs must be tasteful and not interfere with any display windows or signage of Lessee.

### **SECTION XIV RIGHT TO ENTRY**

Lessor may enter the premises at reasonable times with prior consent of Lessee to make repairs and alterations, or to run pipe or electric wire, or to access the 10’ x 15’ secure dry storage area located in the rear west corner of the leased premises, where Lessor reserves its sole right to use, custody, and control of such area. Lessee reserves the right to subject any representative or agent of Lessor to the same security provisions of Section XIII, Part 2 of this contract before entry is granted.

### **SECTION XV CONDITION, UPKEEP, AND ANIMALS UPON PREMISES**

Lessee will at Lessee’s sole expense keep and maintain in good repair at all times the entire leased premises including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating and lighting and plumbing. Lessee must immediately repair or immediately file an insurance claim for, in accordance with this lease, any damages that threaten or weaken the structure or detract from the appearance of the premises. Lessee must also maintain a high degree of neatness and cleanliness. If Lessee does not correct the damages and/or clean the premises within 15 days of written notification by Lessor, Lessor may proceed with repairs and/or clean-up at Lessee’s expense.

Lessee agrees not to store merchandise or leave trash, including but not limited to any excrement from the service animals, outside the leased premises. All trash shall be kept in containers. Should Lessee be in default of the requirements of this provision, Lessor may, after notice to Lessee, remedy such default at Lessee’s expense, and such expenses shall be treated as additional rental due under this lease by Lessee.

Lessee’s service animals may enter upon the leased premises. No other animals may enter upon the leased premises without Lessor’s prior written consent. Lessee’s service animals may not remain on the premises for longer than a seventy-two hour period without obtaining Lessor’s prior written consent, which shall not be unreasonably withheld. Lessee agrees to keep premises clean and properly dispose of the service animals’ excrement promptly. The term “service animals” shall include animals training to become “service animals.” Should Lessee be found to be in default of the requirements of this provision, Lessor may, after notice to Lessee, revoke Lessee’s right to bring any animals, including service animals, on the leased premises.

## **SECTION XVI FIRE AND CASUALTY CLAUSE**

In case the premises are so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 180 days, this lease will terminate as of the time the premises were rendered untenable. However, if the damage is such that repairs can be completed within 180 days, Lessor agrees to make such repairs promptly, and to allow Lessee abatement in rent for such time as the premises remain untenable. If the loss occurs in the last 18 months of the original term or extension thereof, either party may terminate this lease effective the date of the casualty by giving the other party written notice of such election within 30 days of the loss. In the event of partial loss, the rent will be abated by that proportion of the leased premises rendered unfit for use.

## **SECTION XVII INSURANCE AND INDEMNITY**

1. **Liability and Property Damage:** Lessee must at all times during the full term of this lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense General Liability Insurance against claims for personal injury or death and property damage occurring on the leased premises, such insurance to afford protection to both Lessor and Lessee, as their interest may appear, and is to be maintained in reasonable amounts, having regard to the circumstances and the usual practice at the time of prudent owners and lessees of comparable facilities in the Houma, Louisiana area, but in no event in amounts less than \$1,000,000.00 per person or \$1,000,000.00 per occurrence with respect to bodily injury or death to any one person, \$1,000,000.00 with respect to any one accident, and for property damage not less than \$1,000,000.00. Lessee shall deliver to Lessor evidence of insurance and all renewals thereof. The policies required by this section will name Lessor as an additional insured.
2. **Fire, Windstorm and Extended Coverage:** Lessee must, at all times during the full term of this lease, keep all improvements (other than those removable installations which by the terms of this lease Lessee would be permitted to remove at expiration of this lease) in and on the demised premises insured to 100% of the full replacement value thereof against loss by fire, windstorm and extended coverage and maintain insurance at all times as specified.
3. **Workers' Compensation Coverage:** Lessee must at all times during the full term of this lease maintain Workers' Compensation Insurance coverage with statutory limits covering all of Lessee's employees.
4. **Placement of Insurance:** All of the aforementioned policies of insurance must be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in Louisiana. The policies providing for the protection required in subparagraph A may remain in the possession of Lessee, provided, however, that Lessee furnish satisfactory evidence to Lessor that such policy or policies fulfill the requirements of this subparagraph. The policies providing for the protection required in subparagraph B shall name Lessor as a loss payee.
5. **Voiding Insurance:** Lessee will not permit the demised premises to be used for any purpose which would render the insurance thereon void.
6. **Indemnity:** Except for instances of Lessor's negligence, Lessee will forever indemnify and save harmless Lessor from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the leased premises, adjacent property, streets and sidewalks, or any act of operation on any of it, or growing out to the demolition, construction, alteration or repair of any building in any case without regard to whether such death, damage or injury resulted from the negligence of Lessee or its subleases or their respective agents or employees or otherwise including without limitation such death, damage or injury as may have resulted from the sole or contributing negligence, act or omission of Lessor or their agents or employees or for which Lessor may have any liability without fault. Lessee must, at its own expense, defend any and all suits that may be brought against Lessor, or any of them, or in which Lessor, or



any of them, may be impleaded with others, upon any above mentioned claim or claims, and will satisfy, pay and discharge any and all judgments that may be recovered against Lessor, or any of them, in any action or actions in which Lessor, or any of them, may be a party defendant.

## **SECTION XVIII UTILITIES**

All utility charges on the leased premises will be paid by Lessee, including cost of heat, water, electric current, gas, garbage pickup, sewer, and special fees.

## **SECTION XIX SUBORDINATION**

Lessee agrees that Lessee will at any time, upon demand of Lessor, subordinate this lease to the lien of any mortgage or mortgages which Lessor has placed or may hereafter place on the leased premises or any assignment of the lease, provided that in any such mortgage or assignment the mortgagee/assignee shall agree, for itself and for each and every subsequent owner or holder of the mortgage and mortgage note and for any receiver or purchaser of the leased premises in the event of foreclosure, that Lessee's peaceable and quiet possession of the leased premises will not be disturbed on account of such mortgage or assignment or by reason of anything done or caused to be done thereunder, so long as Lessee keeps the covenants, agreements and stipulations of this lease, with the benefit of applicable notice and opportunity to cure. Lessor shall be obligated to include a provision to this end in any act of subrogation; Lessee agrees to attorn to a foreclosing mortgagee or purchaser at a foreclosure.

## **SECTION XX GRANTING OF SERVITUDES**

Lessor reserves to itself the right, from time to time, to grant such servitudes, rights and dedications that Lessor deems necessary or desirable, and to cause the recordation of servitudes and restrictions, so long as such rights, dedications, servitudes and restrictions do not unreasonably interfere with the use of the premises by Lessee. Lessee, at Lessor's sole cost and risk, shall sign any of the aforementioned documents upon request of Lessor and failure to do so shall, at Lessor's option, constitute a material breach of this lease.

## **SECTION XXI NOTICE**

1. All remittances and notices required or permitted to be made hereunder must be sent to the parties at the following addresses:

**To Lessee:** c/o Parish President, PO Box 2768, Houma LA 70361 with a copy to the Chief of Police, 500 Honduras Street, Houma LA 70360.

**To Lessor:** Attn: Board Chairman of Communications District, 110 Capital Boulevard, Houma, LA 70360.

2. A party may change its address for purposes of this Agreement by giving the other party notice of the new address, provided that any new address must be a place in the continental United States where the mails, telegrams and mailgrams, hand deliveries and deliveries by private delivery services are regularly received. A change of address is effective on the date specified in the notice. All notices must be delivered by hand delivery or by registered mail, certified mail or express mail service, postage prepaid and return receipt requested, or by a nationally utilized overnight delivery service (such as Federal Express).
3. Notices are deemed given when delivery is received or refused, as the case may be. For purposes hereof: (a) a notice that is delivered during business hours shall be deemed delivered when actually delivered; and (b) a notice that is delivered outside of business hours is deemed to have been delivered at the beginning of business hours on the immediately succeeding business day.

## **SECTION XXII CONDEMNATION**

If the leased premises are subjected to any eminent domain proceedings, the lease terminates if all of the leased premises are taken or if the portion taken is so extensive that the residue is wholly inadequate for Lessee's purpose. If the taking is partial, then Lessee's rentals are reduced in the proportion which the space taken bears to the space originally leased. In such condemnation proceedings Lessee may claim compensation for moving expenses, its leasehold advantage, if any, and for taking of any removable installations which by the terms of this lease Lessee would be permitted to remove at the expiration of this lease, if such award is separately allowed by the condemning authority, but Lessee is entitled to no additional award, it being agreed that all damages allocable to full fee simple ownership of the entire leased premises are in any event payable to Lessor.

## **SECTION XXIII QUIET POSSESSION**

Lessor agrees to warrant Lessee's quiet and peaceful possession of the premises so long as the lease is not in default.

## **SECTION XXIV ENTIRETY OF UNDERSTANDING IN WRITING LEASE**

It is agreed that the entire understanding between the parties is set out in the lease and any riders which are attached, and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written.

## **SECTION XXV LAWS OF LOCALITY**

This lease shall be deemed to be executed in the City of Houma, Parish of Terrebonne and shall be construed in accordance with and governed by the laws of the State of Louisiana and ordinances of the municipality and parish of Terrebonne, regardless of where the leased premises are situated. The parties to this lease mutually agree that the 32<sup>nd</sup> Judicial District Court, Parish of Terrebonne, Louisiana shall be the exclusive venue in which to bring any claim arising out of this lease.

## **SECTION XXVI WAIVER**

Failure of either party to declare immediately upon occurrence thereof or delay in taking any action in connection therewith does not waive default, but the aggrieved party has the right to declare any default at any time; no waiver of any default alters that party's obligations under the lease with respect to any other existing or subsequent default.

## **SECTION XXVII BINDING ON HEIRS, ETC.**

It is further agreed by the parties to this lease that all of the covenants and agreements enumerated are binding upon and inure to the benefit of both parties and their respective legal representatives, heirs, successors and assigns throughout the life of this instrument.

## **SECTION XXVIII LEASE RECORDATION**

The parties to this lease may not record this lease, but may record a short form lease. If recorded, upon expiration of the terms of this lease either party may request that such document be executed to cancel the recordation.

**SECTION XXIX  
AMENDMENTS**

Oral agreement in conflict with any of the terms of this lease shall be without force and effect. All amendments are to be made in writing, executed by the parties or their respective successors in interest.

**SECTION XXX  
PARTIAL INVALIDITY**

If any term or condition of this lease or the application thereof to any person or event shall to any extent be invalid or unenforceable, the remainder of this lease in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION XXXI  
CAPTIONS**

The captions contained in this lease are included for the convenience of reference only and do not define, limit, explain or modify this agreement or its interpretation, construction, or meaning and are in no way to be construed as part of this lease agreement.

**SECTION XXXII  
NON-APPROPRIATION**

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this lease 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 DISTRICT of such facts and the TPCG’s intention to terminate its obligation.

**SECTION XXXIII  
SIGNATURES OF THE PARTIES**

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH COMMUNICATIONS  
DISTRICT, LESSOR:

\_\_\_\_\_

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

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT, LESSEE:

\_\_\_\_\_

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

BY: GORDON E. DOVE

ITS: PARISH PRESIDENT

\_\_\_\_\_

NOTARY PUBLIC



Monday, September 11, 2017

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**Item Title:**

Introduce ordinance - Youth Empowering Program

**Item Summary:**

Introducing an ordinance that will establish Terrebonne Parish Consolidated Government's donation of ten thousand (\$10,000) dollars to Houma Terrebonne Housing Authority to fund "Youth Empowering Youth Program" (subject to legal approval of both TPCG and HTHA), and amending the 2017 Budget to transfer \$10,000 to the General Fund for said Program and calling a public hearing on September 27, 2017 at 6:30 p.m.

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     |
|--------------------|--------------------|-----------------|
| ordinance          | 9/7/2017           | Ordinance       |
| Agreement          | 9/7/2017           | Backup Material |

OFFERED BY:

SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO ESTABLISH TERREBONNE PARISH CONSOLIDATED GOVERNMENT'S DONATION OF TEN THOUSAND (\$10,000) DOLLARS TO HOUMA TERREBONNE HOUSING AUTHORITY TO FUND "YOUTH EMPOWERING YOUTH PROGRAM"

**WHEREAS**, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that 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 parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the constitution or expressly denied by general law applicable to the parish; and

**WHEREAS**, 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**, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

**WHEREAS**, the Terrebonne Parish Council passed Ordinance 8863 authorized additional funding to Summer Camp Programs by transfer of \$10,000 from General Fund to the Recreation Fund; and

**WHEREAS**, this \$10,000 was not used for the Summer Camp Programs, and

**WHEREAS**, the \$10,000 will be transferred to the General Fund for the Youth Empowering Youth Program, and

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

**WHEREAS**, TPCG believes that supporting the "Youth Empowering Youth Program" will serve a public purpose and is not gratuitous in light of the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563;

**WHEREAS**, Houma-Terrebonne Housing Authority is a district of the State of Louisiana as set forth in Louisiana Revised Statutes 40:392(B) & 40:531(D);

**NOW, THEREFORE BE IT ORDAINED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Terrebonne Parish Consolidated Government donate, by cooperative endeavor agreement, ten thousand (\$10,000) dollars to Houma Terrebonne Housing Authority to fund the "Youth Empowering Youth Program" subject to objective criteria for "needy" recipients to be established by Houma Terrebonne Housing Authority and further subject to approval by Terrebonne Parish Consolidated Government and Houma Terrebonne Housing Authority legal departments.

**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 for the Youth Empowering Youth Program. (Attachment A)



SECTION II

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

SECTION III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
CHAIRMAN  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL  
Date and Time Delivered to Parish President:

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

Date and Time Returned to Council Clerk:

\_\_\_\_\_  
\*\*\*\*\*

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on \_\_\_\_\_, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**ATTACHMENT A - Youth Empowering Youth Program**

|                                | 2017    |          |          |
|--------------------------------|---------|----------|----------|
|                                | Adopted | Change   | Amended  |
| Summer Camp Programs           | 67,435  | (10,000) | 57,435   |
| Transfer to General Fund       | -       | 10,000   | 10,000   |
| Youth Empowering Youth Program | -       | 10,000   | 10,000   |
| Transfer from Recreation Fund  | -       | (10,000) | (10,000) |

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND  
HOUMA-TERREBONNE HOUSING AUTHORITY**

**ARTICLE I.**

1.0 This Agreement has been entered into on the dates set forth herein by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, (herein sometimes referred to as "TPCG"), a political subdivision of the State of Louisiana, herein represented by Gordon E. Dove, President of Terrebonne Parish Consolidated Government; and

**HOUMA-TERREBONNE HOUSING AUTHORITY** (herein sometimes referred to as "HTHA"), a district of the State of Louisiana, whose address is 7491 West Park Avenue, herein represented by its duly authorized signatory, Joseph Thompson;

who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

1.1 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,

1.2 WHEREAS, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,

1.3 WHEREAS, the Terrebonne Parish Council passed Ordinance 8863 authorized funding to programs such as "Youth Empowering Youth Program", and

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

1.5 WHEREAS, TPCG believes that supporting the "Youth Empowering Youth Program" will serve a public purpose and is not gratuitous in light of the benefit provided for support of the poor pursuant to Louisiana Revised Statute 33:1236(11) & 33:4563;

1.6 WHEREAS, Houma-Terrebonne Housing Authority is a district of the State of Louisiana as set forth in Louisiana Revised Statutes 40:392(B) & 40:531(D);

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

**ARTICLE II. PURPOSE**

2.1 The purpose of this cooperative agreement between Terrebonne Parish Consolidated Government and Houma Terrebonne Housing Authority is for the purpose of support of the needy and poor as defined by Louisiana Constitution Article VII, Section 14(B)(1) and Louisiana Revised Statutes 33:1236(11) & 33:4563 by providing funding to Houma-Terrebonne Housing Authority "Youth Empowering Youth" Program.

**ARTICLE III. SCOPE OF SERVICES**

3.1 TPCG shall donate ten thousand (\$10,000) dollars to HTHA for the "Youth Empowering Youth Program". The purpose is to assist in training and education low income youth to build leadership skills.

- 3.2 The use of the money for low income youth can only be used conditioned upon objective criteria to determine needy youth. As consideration, the HTHA agrees to establish in writing objective criteria to determine for each person it considers in need, as set forth by Louisiana Attorney General Opinions 97-236, 98-238 and all areas of law addressing same.
- 3.3 Parties agree that HTHA shall be responsible for the administration of the program and just and objective distribution of funds to the needy. No funds shall be used for a youth not in need.
- 3.4 HTHA agrees to provide TPCG with any and all documentation, upon TPCG request, that this money has been used only for needy youth. HTHA shall provide adequate accounting of records and receipts for the distribution to Terrebonne Parish Consolidated Government, upon request. This documentation shall be sent to TPCG upon completion of the program to the address located in Article XXII.

#### **ARTICLE IV. TERM**

- 4.1 The term of this Agreement is a one-time funded donation.

#### **ARTICLE V. TERMINATION**

- 5.1 This agreement shall be terminated under any or all of the following conditions:
- 5.1.1 By written mutual agreement and consent of the parties hereto.
- 5.1.2 For convenience: By thirty (30) days written notice by TPCG to HTHA.
- 5.1.3 For cause: By either party as a consequence of the failure of the other party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of the parties.

#### **ARTICLE VI. INSURANCE**

- 6.1 HTHA shall procure and maintain, for the duration of this agreement, insurance for General Commercial Liability in accord with the following:

- A. Minimum Limits of Insurance:  
All parties shall maintain limits no less than:
- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Other Insurance Provisions
- The policies are to contain, or be endorsed to contain, the following provisions:
- a. TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of each party named as an "additional insured."
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
- c. The receiving party's 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 all receiving parties with a waiver of subrogation.

C. All Coverages

- a. Each insurance policy required by this article 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."
- b. All policies above endorsed to be primary coverage to any other coverage.
- c. Coverages should be endorsed to cover proper "territory" of operations.

**ARTICLE VII. INDEMNIFICATION**

7.1 To the fullest extent permitted by law HHA shall protect, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, asbestos, lead, hazardous materials, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any was result from any damages sustained by an HTHA participant while in the course and scope of his or her duties under the employment of TPCG, or which may occur, be caused by, or in any was result from any actual or alleged act, omission, negligence, misconduct, or strict liability of HTHA, its agents, contractors, sub-contractors, partners, affiliates, directors, officers, employees, servants, volunteers, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, damages (special, general, or punitive) penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the TPCG as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of TPCG. HTHA shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent. TPCG shall not waive any immunity to which it is entitled under law.

**ARTICLE VIII. NO WAIVER**

8.1 The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

**ARTICLE IX. COVENANT AGAINST CONTINGENT FEES**

9.1 HTHA warrants that it has not employed or retained any entity or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE X. ENTIRE AGREEMENT/AMENDMENT**

10.1 This Agreement, including any attachments that are expressly referred to in this Agreement,

contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

10.2 The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

#### **ARTICLE XI. COMPLIANCE WITH LAWS**

11.1 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.

#### **ARTICLE XII. CHOICE OF LAW AND VENUE**

12.1 To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

#### **ARTICLE XIII. SEVERABILITY**

13.1 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.

#### **ARTICLE XIV. FINANCIAL DISCLOSURE**

14.1 TPCG may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the HTHA is below the amount for which an audit is required under La. R.S. 24:513, the TPCG shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

#### **ARTICLE XV. AUDIT CLAUSE**

15.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the HTHA which relate to this Agreement, upon request.

#### **ARTICLE XVI. FISCAL FUNDING (NON-APPROPRIATION)**

16.1 In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the TPCG or the HTHA as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the HTHA or TPCG, their successors or assigns for any further payments.

#### **ARTICLE XVII. DISCRIMINATION CLAUSE**

17.1 HTHA agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and HTHA agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. HTHA agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. HTHA acknowledges and agrees that any act of unlawful discrimination committed by HTHA, or



any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE XVIII. LEGAL COMPLIANCE**

18.1 The TPCG shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

#### **ARTICLE XIX. FORCE MAJEURE**

19.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

#### **ARTICLE XX. EMPLOYMENT OF TPCG PERSONNEL**

20.1 HTHA certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is presently, or at the time of such employment, an employee of the TPCG.

#### **ARTICLE XXI. NOTICES**

21.1 All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

21.1.1 Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

21.1.2. Houma Terrebonne Housing Authority  
Attn: Joseph Thompson  
7491 West Park Avenue  
Houma LA 70364

#### **ARTICLE XXII. SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of the HTHA for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the date stated above, after a due reading of the whole document.

**WITNESSES:**

**HOUMA-TERREBONNE HOUSING  
AUTHORITY**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
JOSEPH THOMPSON (Date)  
DIRECTOR

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Endeavor Agreement to be signed by the undersigned duly authorized representative of TPCG, for the uses, purposes, benefits and considerations herein expressed, in the presence of the undersigned competent witnesses, at Houma, Louisiana, on the date hereafter shown, to be effective as of the

date stated above, after a due reading of the whole document.

WITNESSES:

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
GORDON E. DOVE (Date)  
PRESIDENT



Monday, September 11, 2017

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**Item Title:**

2017 Various Items for Budget Amendment

**Item Summary:**

CONSIDER THE INTRODUCTION OF AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

1. Parishwide Drainage Construction, \$338,229
  2. Houma Fire Department-Firehouse Sub donation, \$21,987
  3. Falgout Canal Road Restoration, \$3,896,407
  4. Houma Police Department-Walmart donation, \$1,000
  5. CDBG Program, \$10,513
  6. HOME Investment Partnerships Program, \$11,590
  7. Group Insurance Fund, \$400,000
  8. Drainage Tax Fund, \$500,000
  9. Re-class Several CDBG Recovery Projects, Net Affect - \$0
- and calling a public hearing on said matter on September 27 at 6:30 pm

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**ATTACHMENTS:**

| Description                             | Upload Date | Type              |
|---|-------------|-------------------|
| 2017 Various Items for Budget Amendment | 9/7/2017    | Executive Summary |
| 2017 Various Items for Budget Amendment | 9/7/2017    | Budget Amendment  |
| 2017 Various Items for Budget Amendment | 9/7/2017    | 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 AND 5-YEAR CAPITAL OUTLAY OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.<br><br>I. Parishwide Drainage Construction, \$338,229<br>II. Houma Fire Department-Firehouse Sub donation, \$21,987<br>III. Falgout Canal Road Restoration, \$3,896,407<br>IV. Houma Police Department-Walmart donation, \$1,000<br>V. CDBG Program, \$10,513<br>VI. HOME Investment Partnerships Program, \$11,590<br>VII. Group Insurance Fund, \$400,000<br>VIII. Drainage Tax Fund, \$500,000<br>IX. Re-class Several CDBG Recovery Projects, Net Affect - \$0 |

| 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: |

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

\_\_\_\_\_/s/ Kayla Dupre\_\_\_\_\_

Signature

\_\_\_\_\_September 7, 2017\_\_\_\_\_

Date

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

AN ORDINANCE TO AMEND THE 2017 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Parishwide Drainage Construction, \$338,229
- II. Houma Fire Department-Firehouse Sub donation, \$21,987
- III. Falgout Canal Road Restoration, \$3,896,407
- IV. Houma Police Department-Walmart donation, \$1,000
- V. CDBG Program, \$10,513
- VI. HOME Investment Partnerships Program, \$11,590
- VII. Group Insurance Fund, \$400,000
- VIII. Drainage Tax Fund, \$500,000
- IX. Re-class Several CDBG Recovery Projects, Net Affect - \$0

#### SECTION I

WHEREAS, funding is needed for the Parishwide Drainage Construction Fund, and

WHEREAS, the funding source is from the Sales Tax Revenue Fund for \$338,229.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2017 Adopted Budget and 5-Year Capital Outlay be amended to recognize the funding for the Parishwide Drainage Construction Fund. (See Attachment A)

#### SECTION II

WHEREAS, Firehouse Subs has donated \$21,987 to the Houma Fire Department, and

WHEREAS, the funds will be put into the Operating Supplies account to purchase air bottles.

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 for the Houma Fire Department. (Attachment B)

#### SECTION III

WHEREAS, funding is needed for the Falgout Canal Road Restoration for \$3,896,407, and

WHEREAS, the funding source will be from the Terrebonne Levee and Conservation District, and

WHEREAS, Terrebonne Levee and Conservation District shall reimburse Terrebonne Parish Consolidated Government for 100% of all costs expended.

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 and 5-Year Capital Outlay Budget be amended to recognize the funding for the Falgout Canal Road Restoration. (Attachment C)

#### SECTION IV

WHEREAS, the Houma Police Department applied and received a donation from Walmart to work on educating and assisting the children and teenagers within the community, and

WHEREAS, the donation of \$1,000 will be put into the Operating Supplies account to purchase supplies needed for educating the children and teenagers.

NOW, THEREFORE BE IT FURTHER 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 to recognize the donation from Walmart to the Houma Police Department. (Attachment D)

#### SECTION V

WHEREAS, the Parish receives an entitlement from CDBG Program yearly; and

WHEREAS, at the time of the 2017 budget process, the 2016 amount of entitlement was used for the 2017 budget year's estimate, and

WHEREAS, at this time, the Parish received an update on its allotted amount which needs to be adjusted to the actual grant resulting in an increase in the amount of \$10,513.

NOW, THEREFORE BE IT FURTHER 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 CDBG Program. (Attachment E)

#### SECTION VI

WHEREAS, the Parish receives an entitlement from HOME Investment Partnerships Program yearly; and

WHEREAS, at the time of the 2017 budget process, the 2016 amount of entitlement is used for the 2017 budget estimate, and

WHEREAS, at this time, the Parish received an update on its allotted amount and the budget needs to be adjusted to the actual grant resulting in an increase in the amount of \$11,590.

NOW, THEREFORE BE IT FURTHER 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 HOME Investment Partnerships Program. (Attachment F)

#### SECTION VII

WHEREAS, the Parish is self-funded for a major portion of group insurance and prescription claims, and

WHEREAS, the Parish Group Insurance Fund continues to suffer from escalating medical claims in excess of the 2017 projections, and

WHEREAS, the 2017 Proposed Budget was submitted to the Council with the expectations of a \$20,000 supplement based on claims history through August 2016, and

WHEREAS, subsequent analysis of the medical claims with the current brokers through this date project our losses to be in the range of \$350,000 to \$400,000, and

WHEREAS, any General Fund Supplements to the Group Insurance Fund shall be returned to the General Fund as the Self-Funded Plan becomes stabilized.

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 of the Terrebonne Parish Consolidated Government be amended for the Group Insurance Fund. (Attachment G)

SECTION VIII

WHEREAS, Administration is requesting \$500,000 in order to acquire additional pumps, culverts and gates to expand the existing drainage system, and

WHEREAS, sufficient funds exist in the Drainage Tax Fund reserves to proceed with the acquisition.

NOW, THEREFORE BE IT FURTHER 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 Drainage Tax Fund. (Attachment H)

SECTION IX

WHEREAS, several CDBG Recovery Projects have now been completed with budgeted dollars remaining needed to be distributed as listed below:

|                                     |             |
|-------------------------------------|-------------|
| Falgout Canal Pontoon Bridge        | (25,281)    |
| Cedar Grove Levee & Pump Station    | (82,220)    |
| Drainage P/S Cedar Grove to Ashland | (1,702,856) |
| Falgout Canal Rd. Levee Reach E     | 1,810,357   |

WHEREAS, the Engineering Department has reviewed and reassigned these dollars along with the approval of the State of Louisiana, Office of Community Development.

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 and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government be amended for the various CDBG Recovery Projects. (Attachment I)



**ATTACHMENT A - Parishwide Drainage Construction**

|                                      | 2017    |           |           |
|--------------------------------------|---------|-----------|-----------|
|                                      | Adopted | Change    | Amended   |
| Transfer to P/W Drainage Constr.     |         | 338,229   | 338,229   |
| Transfer from Sales Tax Revenue Fund |         | (338,229) | (338,229) |
| Fund balance (decrease)              |         | (338,229) | (338,229) |
| Fund Balance (increase)              |         | 338,229   | 338,229   |

**ATTACHMENT B - Houma Fire Department**

|                     | 2017    |          |          |
|---------------------|---------|----------|----------|
|                     | Adopted | Change   | Amended  |
| Miscellaneous-Other | (1,000) | (21,987) | (22,987) |
| Operating Supplies  | 45,000  | 21,987   | 66,987   |

**ATTACHMENT C - Falgout Canal Road Repaving**

|                                | 2017      |             |             |
|--------------------------------|-----------|-------------|-------------|
|                                | Adopted   | Change      | Amended     |
| Falgout Canal Road Restoration | (151,040) | (3,896,407) | (4,047,447) |
| Falgout Canal Road Restoration | 151,040   | 3,896,407   | 4,047,447   |

**ATTACHMENT D - Houma Police Department**

|                              | 2017    |         |         |
|------------------------------|---------|---------|---------|
|                              | Adopted | Change  | Amended |
| Community Policing Donations | (1,000) | (1,000) | (2,000) |
| Operating Supplies           | 18,500  | 1,000   | 19,500  |

**ATTACHMENT E - CDBG**

|                               | 2017      |          |           |
|-------------------------------|-----------|----------|-----------|
|                               | Adopted   | Change   | Amended   |
| CDBG-Current Yr. Entitlement  | (840,989) | (10,513) | (851,502) |
| Travel & Training             | 19,715    | (3,683)  | 16,032    |
| Gasoline & Oil                | 10,000    | (4,500)  | 5,500     |
| Housing Rehab/Reconstruction  | 530,544   | 14,410   | 544,954   |
| Recording Fees                | 3,000     | (1,000)  | 2,000     |
| Transfer to Homeless Shelter  | 115,000   | 1,000    | 116,000   |
| Fund balance (increase)       | n/a       | 4,286    | n/a       |
| Compensation Property Damange |           | (1,391)  | (1,391)   |
| Paint/Body Repairs            |           | 1,391    | 1,391     |

**ATTACHMENT F - Home Program**

|                                | 2017      |         |           |
|--------------------------------|-----------|---------|-----------|
|                                | Adopted   | Change  | Amended   |
| HUD Home Program               | (216,641) | (9,461) | (226,102) |
| Transfer from General Fund     | (48,745)  | (2,129) | (50,874)  |
| Salaries - Allocated           | 10,307    | 630     | 10,937    |
| Fringes - Allocated            | 5,561     | 316     | 5,877     |
| CHDO Loan Program              | 73,116    | 100     | 73,216    |
| Housing Rehab-Reconstruction   | 163,102   | 8,869   | 171,971   |
| Tenant Based Rental Assistance | 198,982   | 1,675   | 200,657   |

**ATTACHMENT G - Group Insurance Fund**

|                                  | 2017       |           |            |
|----------------------------------|------------|-----------|------------|
|                                  | Adopted    | Change    | Amended    |
| Transfer from General Fund       |            | (400,000) | (400,000)  |
| Claims-Gilsbar                   | 14,394,254 | 400,000   | 14,794,254 |
| Transfer to Group Insurance Fund |            | 400,000   | 400,000    |
| Fund balance (decrease)          | n/a        | (400,000) | n/a        |

**ATTACHMENT H - Drainage Tax Fund**

|                         | 2017    |           |         |
|-------------------------|---------|-----------|---------|
|                         | Adopted | Change    | Amended |
| Pumps & Motors          | 277,131 | 500,000   | 777,131 |
| Fund Balance (decrease) | n/a     | (500,000) | n/a     |

**ATTACHMENT I - CDBG Recovery Projects**

|                                     | 2017      |             |           |
|-------------------------------------|-----------|-------------|-----------|
|                                     | Adopted   | Change      | Amended   |
| Falgout Canal Pontoon Bridge        | 33,843    | (25,281)    | 8,562     |
| Cedar Grove Levee & Pump Station    | 85,526    | (82,220)    | 3,306     |
| Drainage P/S Cedar Grove to Ashland | 1,702,856 | (1,702,856) | -         |
| Falgout Canal Rd Levee Reach E      | 2,054,240 | 1,810,357   | 3,864,597 |

Section I

**Kayla Dupre**

---

**From:** Kandace Mauldin  
**Sent:** Tuesday, August 29, 2017 3:53 PM  
**To:** Kayla Dupre  
**Cc:** Felicia Aubert  
**Subject:** Fund 655 Budget Amendment  
**Attachments:** DOC082917-001.pdf; Fund 655 Ordinance.docx

Attached is the ordinance for the budget amendment for Fund 655, that needs to be done because of the revenues written off in 2016 for old elevation projects.

The entry would hit the transfer out and fund balance in Fund 255 and transfer in and fund balance for Fund 655 for \$338,229.

Also attached is entries done in 2016 that can be used as backup.

Thanks

**Kandace M. Mauldin, CPA**

Chief Financial Officer  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361  
Office: 985-873-6459  
FAX: 985-873-6457



## **Kayla Dupre**

---

**From:** Kandace Mauldin  
**Sent:** Tuesday, August 29, 2017 9:07 AM  
**To:** Al Levron  
**Cc:** Kayla Dupre; Felicia Aubert  
**Subject:** RE: Fund 655 Drainage Construction Fund

These are old programs before the programs we are familiar with now that the individual pay part of the project.

We will move forward with the budget amendment

---

**From:** Al Levron  
**Sent:** Tuesday, August 29, 2017 8:56 AM  
**To:** Kandace Mauldin  
**Cc:** Kayla Dupre; Felicia Aubert  
**Subject:** RE: Fund 655 Drainage Construction Fund

Can't we seek reimbursement from the individuals that were elevated? If not, your suggestion seems to be the only way forward.

I thought all elevations were to be at no cost to the Parish.....or is this just a paper loss?

---

**From:** Kandace Mauldin  
**Sent:** Tuesday, August 29, 2017 8:45 AM  
**To:** Al Levron  
**Cc:** Kayla Dupre; Felicia Aubert  
**Subject:** Fund 655 Drainage Construction Fund

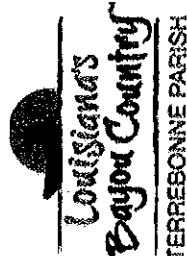
I think I had talked to you about us having to write some revenues off in 2016 for some old elevation projects that have been closed and we will not be getting the revenue. These write-offs are causing the fund to have a deficit fund balance so we need to either reduce some expenses in 655 or transfer some money into the fund. We have looked at all of the projects in Fund 655 and it appears there are no projects that expenses can be reduced.

We can transfer some money out of Fund 255 Sales Tax Revenue fund to cover this deficit. The transfer will be about \$380,000 and this will still give about \$1.5M to be transferred to capital projects in 2018 budget.

If you are in agreement with this we will move forward with the budget amendment.

Thanks

**Kandace M. Mauldin, CPA**  
Chief Financial Officer  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361  
Office: 985-873-6459  
FAX: 985-873-6457



| JOURNAL ENTRY         |                   | DOCUMENT DATE            | MMYY NO.   | DOCUMENT NO. |
|-----------------------|-------------------|--------------------------|------------|--------------|
|                       |                   | 12/31/2016               | 122016     | 600-01       |
|                       | DESCRIPTION       | DEBIT                    | CREDIT     |              |
| 655-000-1825-00       | write off project |                          |            |              |
| 655-000-6318-06       |                   |                          | 253,024.00 |              |
| 655-000-1825-00       |                   |                          |            |              |
| 655-000-6318-06       |                   |                          | 36,055.50  |              |
| 655-000-1825-00       |                   |                          |            |              |
| 655-000-6318-06       |                   |                          | 4,005.00   |              |
| 655-000-1825-00       |                   |                          |            |              |
| 655-000-6318-06       |                   |                          | 4,792.27   |              |
| 655-000-1825-00       |                   |                          |            |              |
| 655-000-6318-05       |                   |                          | 0.20       |              |
| CODED: <i>Felicia</i> |                   | APPROVED: <i>UD 3-24</i> |            | KEYPUNCHED:  |

*JMA* ✓

[illegible]

[illegible]

gma



ACCT: 255-999-9106-55  
SALES TAX REVENUE FUND  
OPERATING TRANSFERS  
PARISHWIDE DRAINAGE CONST FUND

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 0             | .00           | 0                 | 0               |
| CLOSED: |               |               |                   |                 |
| 2011    | 300,000       | 300,000.00    | N/A               | 0               |
| 2012    | 0             | .00           | N/A               | 0               |
| 2013    | 300,000       | 300,000.00    | N/A               | 0               |
| 2014    | 375,000       | 375,000.00    | N/A               | 0               |
| 2015    | 0             | .00           | N/A               | 0               |
| 2016    | 0             | .00           | N/A               | 0               |

ENTER = CONTINUE      CF04 = DSP DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 0             | .00           | 0                 | 0               |
| CLOSED: |               |               |                   |                 |
| 2011    | 300,000       | 300,000.00-   | N/A               | 0               |
| 2012    | 0             | .00           | N/A               | 0               |
| 2013    | 300,000       | 300,000.00-   | N/A               | 0               |
| 2014    | 375,000       | 375,000.00-   | N/A               | 0               |
| 2015    | 0             | .00           | N/A               | 0               |
| 2016    | 0             | .00           | N/A               | 0               |

ENTER = CONTINUE  
CF01 = EXIT    CF02 = INPUT    SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

*Section II*

**Kayla Dupre**

---

**From:** Keith Ward  
**Sent:** Tuesday, September 05, 2017 8:22 AM  
**To:** Kayla Dupre  
**Subject:** Transfer request

Kayla, I am requesting to move the \$21,986.60 from Fire House Subs from the Revenue account to our Operating account 204-222-8225-01.

If you have any questions please give me a call.

Thanks,

*Keith Ward*  
Fire Chief  
Houma Fire Department  
600 Wood St.  
Houma, LA 70360  
(985) 873-6391 - Phone  
(985) 873-6398 - Fax  
[kward@tpcg.org](mailto:kward@tpcg.org)





TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
CUSTOMER SERVICE DIVISION

8026 Main Street (Lobby) - Houma, Louisiana 70360

OFFICIAL RECEIPT

ACCOUNTING COPY

Phone (985) 873-6462

Receipt No. 0102159

Date 08/30/2017 02:55 PM

Name/Address

FIRE DEPARTMENT  
HOUMA, LA

REFERENCE NUMBERS

U/B Account No.

A/R Invoice No.

License/Registration No.

Reference

FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION INC

FEES AND PAYMENTS

| Description | G/L Account | Fees | Electronic Pmt. | Regular Pmt. |
|-------------|-------------|------|-----------------|--------------|
|-------------|-------------|------|-----------------|--------------|

OPERATING SUPPLIES 204-222-8225-01 21,986.60

CHECK #4586

000-449400

21,986.60

To purchase air bottles

Total

21,986.60 00 21,986.60

FOR INTERNAL USE ONLY

Received by THOSLEY

Amt. Rec'd. \$\*\*\*\*\*21,986.60

Notes

(OT) \$21,986.60 CK #04586



## FIRE DEPARTMENT

CITY OF HOUMA

P.O. Box 6097

Houma, Louisiana 70361

(985) 873-6391

Fax (985) 873-6398



Keith Ward  
FIRE CHIEF

August 30, 2017

Ed Lawson  
City Hall  
Houma, LA

Dear Ed:

Enclosed please find a check in the amount of \$21,986.60. This is a contribution from Firehouse Sub. Please place this money in our Operating Supplies account, which is 204-222-8225-01.

Thank you in advance for your cooperation in this matter. If you should have any further questions, please feel free to contact me at ext. 6391.

Sincerely,

Keith Ward  
Fire Chief

KWW/kpd

Enclosure

ACCT: 204-000-6499-00  
PUBLIC SAFETY FUND  
NO DEPARTMENT NAME  
MISCELLANEOUS - OTHER

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 1,000         | 7,865.21-     | 0                 | 6,865           |
| CLOSED: |               |               |                   |                 |
| 2011    | 0             | 8,235.52-     | N/A               | 8,236           |
| 2012    | 0             | 16,237.68-    | N/A               | 16,238          |
| 2013    | 0             | 12,071.07-    | N/A               | 12,071          |
| 2014    | 0             | 5,229.57-     | N/A               | 5,230           |
| 2015    | 0             | 3,401.84-     | N/A               | 3,402           |
| 2016    | 0             | 306.94-       | N/A               | 307             |

ENTER = CONTINUE  
CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

ACCT: 204-222-8225-01  
PUBLIC SAFETY FUND  
FIRE - URBAN  
OPERATING SUPPLIES

|               | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------------|---------------|---------------|-------------------|-----------------|
| OPEN:<br>2017 | 45,000        | 6,548.10-     | 26,582            | 24,966          |
| CLOSED:       |               |               |                   |                 |
| 2011          | 30,000        | 24,496.56     | N/A               | 5,503           |
| 2012          | 35,000        | 30,049.26     | N/A               | 4,951           |
| 2013          | 40,000        | 49,772.03     | N/A               | 9,772-          |
| 2014          | 55,000        | 46,491.82     | N/A               | 8,508           |
| 2015          | 55,000        | 52,304.10     | N/A               | 2,696           |
| 2016          | 45,000        | 39,880.06     | N/A               | 5,120           |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT    CF02 = INPUT SCR    CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL



---

**Kayla Dupre**

**From:** Kandace Mauldin  
**Sent:** Thursday, August 24, 2017 12:02 PM  
**To:** Kayla Dupre  
**Subject:** FW: Final Plan Review - Falgout Canal Road Repaving

See below. Need to prepare a budget amendment for this project

---

**From:** Al Levron  
**Sent:** Thursday, August 24, 2017 11:49 AM  
**To:** Kandace Mauldin  
**Subject:** Re: Final Plan Review - Falgout Canal Road Repaving

Yes

Sent from my iPhone

On Aug 24, 2017, at 11:29 AM, Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)> wrote:

Will this budget amendment be total revenue from TLCD?

---

**From:** Al Levron  
**Sent:** Thursday, August 24, 2017 10:53 AM  
**To:** R. Dupre; Angela Rains  
**Cc:** Kandace Mauldin; Jeanne Bray  
**Subject:** FW: Final Plan Review - Falgout Canal Road Repaving

FYI. we will be preparing another budget adjustment to recognize the entire project cost of overlaying/elevating Falgout canal Road.  
Any problems?

---

**From:** Jeanne Bray  
**Sent:** Thursday, August 24, 2017 10:47 AM  
**To:** Al Levron; Kandace Mauldin  
**Cc:** Leilani Adams; Mike C. Troups; Debbie Ortego  
**Subject:** RE: Final Plan Review - Falgout Canal Road Repaving

Base Bid is estimated to be: \$3,797,582.54  
Base Bid plus additive Alternate #1 is estimated to be: \$3,896,406.54

Alt #1 is going from aggregate shoulder to Asphalt shoulders.

Please disregard the breakdown between TPCG and TLCD, as Amendment #2 to the CEA stipulates that TLCD will pay for the entirety of the roadway improvements.

Jeanne P. Bray  
Capital Projects Administrator  
Terrebonne Parish Consolidated Government (TPCG)  
[www.tpcg.org/engineering](http://www.tpcg.org/engineering)  
985.873.6841 (Office)  
985.873.6874 (Fax)

<image001.png>

Please consider the environment before printing this email.

---

**From:** Al Levron  
**Sent:** Thursday, August 24, 2017 10:31 AM  
**To:** Jeanne Bray; Debbie Ortego  
**Cc:** Leilani Adams; Mike C. Troups; Kandace Mauldin  
**Subject:** RE: Final Plan Review - Falgout Canal Road Repaving

Need the estimated budget, so we can start working on the needed budget amendment.

---

**From:** Jeanne Bray  
**Sent:** Thursday, August 24, 2017 10:12 AM  
**To:** Debbie Ortego

**Cc:** Al Levron; Leilani Adams; Mike C. Touns  
**Subject:** FW: Final Plan Review - Falgout Canal Road Repaving

Mrs. Debbie,

Mr. Dove requested us to expedite the review of the Final Plans for the Falgout Canal Road Paving project. Today we sent the several comments back to GIS for them to incorporate into the plans.

Please let Mr. Dove know that the ball is back in the engineers hands. Once we receive these revisions back from the engineer, we will be able to advertise for bids for this project.

Jeanne P. Bray  
Capital Projects Administrator  
Terrebonne Parish Consolidated Government (TPCG)  
[www.tpcg.org/engineering](http://www.tpcg.org/engineering)  
985.873.6841 (Office)  
985.873.6874 (Fax)

<image001.png>

Please consider the environment before printing this email.

---

**From:** Niayonda Picou  
**Sent:** Thursday, August 24, 2017 9:06 AM  
**To:** Dustin Malbrough; Christopher Jeanice  
**Cc:** Joan Schexnayder; Jeanne Bray  
**Subject:** Final Plan Review - Falgout Canal Road Repaving

Dustin/Chris,

Please find attached the final plan review letter for the above referenced project. A hard copy will be mailed out today.

Thanks  
Nia

Niayonda Picou-Bowens, EI  
Engineer In Training  
Terrebonne Parish Consolidated Government  
Engineering Division  
[npicou@tpcg.org](mailto:npicou@tpcg.org)  
(985) 850-4682 Direct Line  
(985) 873-6720 Office

*Go Green. Please consider the environment before printing this email.*



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



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

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

August 1, 2017

Mr. Reggie Dupre  
Terrebonne Levee & Conservation District  
220 Clendenning Road  
Houma, LA 70363

**RE: Amendment No. 2 to Cooperative Agreement Between the Terrebonne Levee and Conservation District and the Terrebonne Parish Consolidated Government; Amendment No. 2 to Agreement for Falgout Canal Road**

Dear Mr. Dupre,

Transmitted herein is a fully executed copy of the above referenced document for your file.

The document was recorded with the Terrebonne Parish Clerk of Court under File No: 1539819; Book: 2510; Page: 214 on August 1, 2017.

Sincerely,

*Juanna Authement*  
Juanna B. Authement  
Executive Secretary to the Parish Manager

Enclosure

CC: Al Levron, Parish Manager  
Jeanne Bray, Engineering  
Kandace Mauldin, Finance  
Council Reading File  
Administration File

## Terrebonne Parish Recording Page

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, LA 70361-1569  
(985) 868-5660

### Received From :

Attn: JULIENNE AUTHEMENT  
TERREBONNE PARISH CONSOLIDATED GOVT  
P.O. BOX 6097  
ATTN: ADMINISTRATION  
HOUMA, LA 70361

### First VENDOR

TERREBONNE PARISH CONSOL GOVERNMENT

### First VENDEE

TERREBONNE LEVEE & CONSERVATION DIST

Index Type : CONVEYANCES

File # : 1539819

Type of Document : AMENDMENTS

Recording Pages : 7

Book : 2510 Page : 214

### 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

On (Recorded Date) : 08/01/2017

At (Recorded Time) : 1:27:02PM



Doc ID - 013035550007



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 08/01/2017 at 1:27:02  
Recorded in Book 2510 Page 214  
File Number 1539819

*Theresa A. Robichaux*  
Deputy Clerk

Return To : Attn: JULIENNE AUTHEMENT  
TERREBONNE PARISH CONSOLIDATED GOVT  
P.O. BOX 6097  
ATTN: ADMINISTRATION  
HOUMA, LA 70361

Do not Detach this Recording Page from Original Document

**AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT BETWEEN  
THE TERREBONNE LEVEE AND CONSERVATION DISTRICT  
AND  
THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

---

**AMENDMENT NO. 2 TO AGREEMENT FOR FALGOUT CANAL ROAD**

---

**STATE OF LOUISIANA**

**PARISH OF TERREBONNE**

This Amendment is made and entered into this 1 day of August, 2017, by and between:

**TERREBONNE LEVEE AND CONSERVATION DISTRICT**, (hereinafter referred to as "TLCD"), a political subdivision of the State of Louisiana herein represented by its duly authorized Executive Director, Reggie Dupre, Jr.; and

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, (hereinafter referred to as "TPCG"), a political subdivision created, organized and existing under the laws of the State of Louisiana, herein represented by its duly authorized President, Gordon Dove.

**W I T N E S S E T H:**

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides the "for a public purpose, the State and its political subdivisions...may engage in cooperative endeavors with each other..." and

**WHEREAS**, LA R.S. 38:329 specifically authorizes the TLCD to enter into agreements of this nature; and

**WHEREAS**, LA R.S. 33:1236(3) authorizes the TPCG to enter into agreements of this nature; and

**WHEREAS**, the TLCD and the TPCG recognize the necessity of providing hurricane and flood protection to the residents of Terrebonne Parish; and

**WHEREAS**, the TLCD and the TPCG recognize a need to strengthen, improve and maintain the infrastructure in Terrebonne Parish that provides hurricane and flood protection; and

**WHEREAS**, the TLCD and the TPCG have overlapping constitutional and statutory authority with respect to such flood programs and infrastructure; and

**WHEREAS**, in 2013, TLCD and TPCG entered into a cooperative endeavor agreement (the "Agreement") for the purpose of memorializing TLCD's pledge to include in the Morganza Reach E construction contract, and other applicable contracts, a provision to rebuild, restore, and/or overlay Falgout Canal Road due to the expectation that the extensive heavy truck traffic associated with the construction contract will destroy the roadway surface; and

**WHEREAS**, in order to better serve the needs of the public of Terrebonne and to strengthen, improve, and maintain the infrastructure in Terrebonne Parish it is necessary to amend said Agreement; and,

**WHEREAS**, this Second Amendment to the Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for themselves and the public at least equal to the costs of the responsibilities undertaken pursuant hereto; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, the parties hereto agree to amend certain provisions of the Primary CEA executed on October 13, 2013, without affecting the remaining terms of said agreement as follows:

#### **A. PURPOSE**

The purpose of this cooperative agreement amendment is to memorialize TLCD's pledge to include in the Morganza Reach E (Project) construction contract, and other applicable contracts, a provision to maintain, at its cost, Falgout Canal Road during project construction, due to the expectation that the extensive heavy truck traffic associated with the construction contract will destroy the roadway surface, and to reimburse TPCG all costs it incurs to rebuild, restore, and/or overlay and elevate the Falgout Canal Road to a minimum elevation of +4 NAVD.

#### **B. TERMS AND CONDITIONS**

- 1) TLCD shall endeavor to keep the roadway open at all times during the construction phase of the Project.
- 2) Throughout the course of the upper Morganza (MTG) Reach F levee Project, the Falgout Canal Road Levee (MTG Reach E), and the Reach E Water Control contracts; TLCD agrees to monitor the condition of the Falgout Canal roadway and to respond to requests of TPCG for maintenance in order to maintain the roadway for public use.
- 3) TLCD agrees to reimburse TPCG all costs it incurs in association with the restoration and/or repair of the Falgout Canal Road, which shall include the repaving or new overlay and elevation to a minimum of +4 NAVD, and shoulders of the entirety of approximately 4 miles of the roadway from LA Hwy 315 to the Pontoon Bridge on the HNC and shall be timed to correspond with the completion of the TLCD Morganza Reach E Project, including the building of the water control structures.
- 4) Additionally, TLCD agrees to reimburse TPCG, upon request, all costs it incurs to restore and elevate to a minimum elevation of +4 NAVD, the eastern portion of Falgout Canal Road located from LA Hwy 57 to the HNC Pontoon Bridge to the condition of such roadway prior to the commencement of the Project.
- 5) Upon completion and acceptance of the restored and elevated roadway by TLCD and

TPCG, TPCG shall assume maintenance of Falgout Canal Road.

6) This agreement shall commence upon execution and shall remain in effect until substantial completion of the Project or any contract associated with the restoration of Falgout Canal Road.

7) TPCG specifically does not warrant title to the Falgout Canal Road in any respect whatsoever. All references to "Falgout Canal Road" or "property" or "lands" of or owned by TPCG means and relates only to whatever right, title or interest TPCG may own in the Falgout Canal Road. Further, TPCG does not represent the correctness of any survey, or Plat which purport to show the location of said Falgout Canal Road.

IN WITNESS WHEREOF, the parties hereto have affixed legal hands on the 1 day of August, 2017.

WITNESSES:

Leilani H. Adams  
Leilani H. Adams

Deborah W. Ortego  
Deborah W. Ortego

WITNESSES:

Williamne Authement  
Williamne Authement

Christian Bergeron  
Christian Bergeron

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

By: Gordon Dove  
Gordon Dove  
Parish President

TERREBONNE LEVEE AND  
CONSERVATION DISTRICT

By: Reggie Dupre, Jr.  
Reggie Dupre, Jr.  
Executive Director



DAK J. GUDRY, CHAIRMAN

DISTRICT 1  
JOHN NAVY  
DISTRICT 3  
GERALD MICHEL  
DISTRICT 5  
CHRISTIA M. DUPLANTIS-PRATHER, RN  
DISTRICT 7  
AUDOINE "AL" MARMANDE  
DISTRICT 9  
STEVE TROSCIAIR



STEVE TROSCIAIR, VICE CHAIRMAN

DISTRICT 2  
ARLANDA J. WILLIAMS  
DISTRICT 4  
SCOTTY DRYDEN  
DISTRICT 6  
DARRIN W. GUDRY, Sr.  
DISTRICT 8  
DAK J. GUDRY  
COUNCIL CLERK  
VENITA H. CHAUVIN

Post Office Box 2768 • Houma, LA 70361  
Government Tower Building • 8025 Main Street, Suite 500 • Houma, LA 70360  
Telephone: (805) 873-6519 • FAX: (805) 873-6521  
vchauvin@tpcg.org www.tpcg.org

July 13, 2017

MEMO TO: Al Levron  
Parish Manager

FROM: Venita H. Chauvin *VHC*  
Council Clerk

RE: Restoring of Falgout Canal Road Project

Please allow this memo to confirm that the Council adopted the attached resolution that authorizes execution of Amendment NO. 2 to the Cooperative Endeavor Agreement with the Terrebonne Levee & Conservation District for the aforementioned project.

By copy of this memo, the appropriate staff members are being advised of this action.

Feel free to contact me if you have any questions on this matter.

Attachment:

cc: Parish President's Secretary Leilani Adams  
Parish Manager's Secretary Julianne Authement  
TL&CD Executive Director Reggie Dupre

/vhc

OFFERED BY: MR. S. TROSCLAIR  
SECONDED BY: MR. D. J. GUIDRY

**RESOLUTION NO. 17-233**

**AUTHORIZING PARISH PRESIDENT GORDON E. DOVE TO EXECUTE AMENDMENT NO. 2 TO THE COOPERATIVE ENDEAVOR AGREEMENT WITH THE TERREBONNE LEVEE AND CONSERVATION DISTRICT (TLCD) FOR THE PURPOSE OF RESTORING THE FALGOUT CANAL ROAD**

**BE IT RESOLVED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Parish President Gordon E. Dove, is hereby authorized to execute Amendment No. 2 to the Cooperative Endeavor Agreement with Terrebonne Levee and Conservation District relative to the restoration/repair of Falgout Canal Road upon the completion of Reach E of the Morganza Levee Project.

**THERE WAS RECORDED:**

**YEAS:** J. Navy, A. Williams, G. Michel, S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, and S. Trosclair.

**NAYS:** None.

**ABSTAINING:** None.


**ABSENT:** None.

The Chairwoman declared the resolution adopted on this the 10th day of July 2017.

\*\*\*\*\*

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on July 10, 2017 and subsequently ratified by the Assembled Council in Regular Session on July 12, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 13TH DAY OF JULY 2017.

  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**CERTIFICATE OF MOTION**

**STATE OF LOUISIANA**


**PARISH OF TERREBONNE**

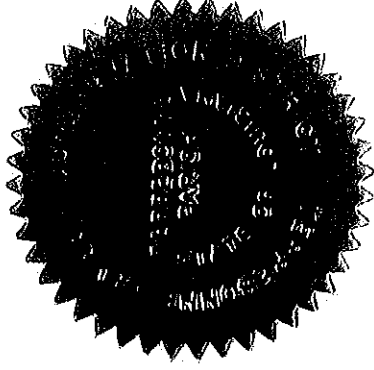
At a Regular Meeting of the Terrebonne Levee and Conservation District Board of Commissioners held on June 7, 2017, there was a motion by Commissioner Daisy, with a second by Commissioner Shaffer, authorizing the Executive Director to execute Amendment No. 2 with Terrebonne Parish Consolidated Government for the rebuilding and elevating of Falgout Canal Road, between Houma Navigation Canal and LA Highway 315.

**CERTIFICATE**

I, Angela Rains, Secretary of the Terrebonne Levee and Conservation District, Terrebonne Parish, Louisiana, do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Terrebonne Levee and Conservation District at the Regular Meeting of the Board of Commissioners on June 7, 2017, at which meeting a quorum was present and voting.

**GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 7<sup>th</sup> DAY OF  
JUNE, 2017.**

  
Angela Rains, Board Secretary  
Terrebonne Levee and Conservation District



**TERREBONNE LEVEE AND CONSERVATION DISTRICT  
BOARD OF COMMISSIONERS**

Anthony Alford, President  
Carl Chauvin  
Jack Moore  
Lee Shaffer  
Daniel Walker

Leward Henry, Vice President  
Tenner Cenac  
Walton Daisy  
ZXTroy Johnson

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**  
**2018 - FIVE YEAR CAPITAL OUTLAY**  
**FUND 659 - CAPITAL PROJECTS CONTROL**

**659-301-8941-16**  
**FALGOUT CANAL ROAD RESTORATION**  
**R: 659-000-6318-16**

|                                   |           |                  |
|-----------------------------------|-----------|------------------|
| <b>TOTAL FUNDING</b>              | <b>\$</b> | <b>4,047,447</b> |
| <b>EXPENDITURES THRU 12/31/16</b> |           | <b>-</b>         |
| <b>PROJECT BALANCE</b>            | <b>\$</b> | <b>4,047,447</b> |

| DATE                          | REFERENCE  | FUNDING SOURCE | PRIOR YEARS | 2017      | 2018 | 2019      | 2020 | 2021 | 2022 |   |    |   |    |   |
|-------------------------------|------------|----------------|-------------|-----------|------|-----------|------|------|------|---|----|---|----|---|
| Dec-16                        | ORD 8807   | TLCD           | 151,040     |           |      |           |      |      |      |   |    |   |    |   |
| Sep-17                        | PENDING BA | TLCD           |             | 3,896,407 |      |           |      |      |      |   |    |   |    |   |
|                               |            |                |             |           |      |           |      |      |      |   |    |   |    |   |
| LESS PRIOR YEARS EXPENDITURES |            |                |             |           |      |           |      |      |      |   |    |   |    |   |
|                               |            |                |             |           |      |           |      |      |      |   |    |   |    |   |
| FUNDS AVAILABLE               |            |                | \$          | 151,040   | \$   | 3,896,407 | \$   | -    | \$   | - | \$ | - | \$ | - |

**ENGINEER/ARCHITECT: G I S ENGINEERING**

**DESCRIPTION:** Agrment with TLCD to reimbursing us at 100% for engineering expenses, To complete an assessment of the east end of the road (pontoon bridge to HWY 57)

ACCT: 659-000-6318-16  
CAPITAL PROJECTS CONTRL  
NO DEPARTMENT NAME  
FALGOUT CANAL ROAD RESTORATION

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 151,040       | .00           | 0                 | 151,040-        |
| CLOSED: |               |               |                   |                 |
| 2011    | 0             | .00           | N/A               | 0               |
| 2012    | 0             | .00           | N/A               | 0               |
| 2013    | 0             | .00           | N/A               | 0               |
| 2014    | 0             | .00           | N/A               | 0               |
| 2015    | 0             | .00           | N/A               | 0               |
| 2016    | 151,040       | .00           | N/A               | 151,040-        |

ENTER = CONTINUE      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE

ACCT: 659-301-8941-16  
CAPITAL PROJECTS CONTRL  
COASTAL RESTORE/PRESERV  
FALGOUT CANAL ROAD RESTORATION

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 151,040       | 138,749.09    | 0                 | 12,291          |
| CLOSED: |               |               |                   |                 |
| 2011    | 0             | .00           | N/A               | 0               |
| 2012    | 0             | .00           | N/A               | 0               |
| 2013    | 0             | .00           | N/A               | 0               |
| 2014    | 0             | .00           | N/A               | 0               |
| 2015    | 0             | .00           | N/A               | 0               |
| 2016    | 151,040       | .00           | N/A               | 151,040         |

ENTER = CONTINUE  
CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/05/17

JULY 31, 2017 - MONTH LAST CLOSED

Section IV

ACCT: 204-000-6741-02

PUBLIC SAFETY FUND

NO DEPARTMENT NAME

COMMUNITY POLICING DONATIONS

|         | BUDGET | ACTUAL    | ENCUMBERED | VARIANCE |
|---------|--------|-----------|------------|----------|
| OPEN:   |        |           |            |          |
| 2017    | 1,000  | 2,000.00- | 0          | 1,000    |
| CLOSED: |        |           |            |          |
| 2011    | 0      | .00       | N/A        | 0        |
| 2012    | 0      | .00       | N/A        | 0        |
| 2013    | 0      | .00       | N/A        | 0        |
| 2014    | 0      | .00       | N/A        | 0        |
| 2015    | 0      | .00       | N/A        | 0        |
| 2016    | 0      | .00       | N/A        | 0        |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

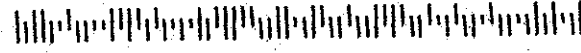
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ZIP 72716  
\$00.40  
07/05/2017  
PRSRT FIRST-CLASS MAIL



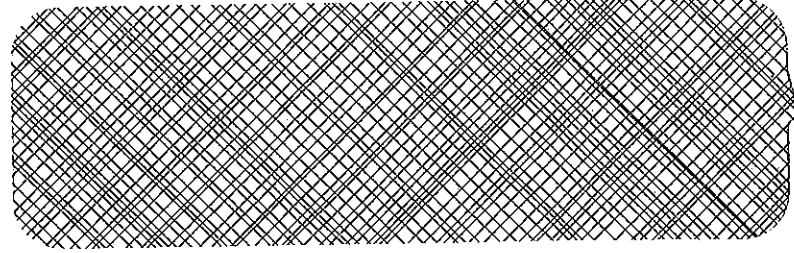
1  
204-000-6741-02

614

204-000-6741-02



FORMS 70360



**Walmart**  
702 SW 8th Street  
Bentonville, AR 72716

ACCT: 204-211-8225-01  
PUBLIC SAFETY FUND  
POLICE  
OPERATING SUPPLIES

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 18,500        | 13,515.60     | 1,829             | 3,155           |
| CLOSED: |               |               |                   |                 |
| 2011    | 17,500        | 16,242.19     | N/A               | 1,258           |
| 2012    | 17,500        | 17,139.28     | N/A               | 361             |
| 2013    | 17,500        | 14,496.66     | N/A               | 3,003           |
| 2014    | 12,200        | 9,602.77      | N/A               | 2,597           |
| 2015    | 28,400        | 24,467.94     | N/A               | 3,932           |
| 2016    | 24,700        | 24,003.35     | N/A               | 697             |

ENTER = CONTINUE      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE



OFFERED BY:  
SECONDED BY:

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

A resolution authorizing the Parish President to execute an application form to the 2017 Walmart Community Grant for the Houma Police Department of the Terrebonne Parish Consolidated Government; and to address other matters relative thereto.

**WHEREAS**, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to implement an application for a grant from the 2017 Walmart Community Grant in the amount of two thousand dollars (\$2000) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2017 Walmart Community Grant will provide grant funding to educate the Young Marines and children of all ages, by providing age-appropriate educational materials for officers use when teaching children in the community.

**WHEREAS**, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the 2017 Walmart Community Grant,

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant from the 2017 Walmart Community Grant to address other matters relative thereto.



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE                |
|------------------------------|
| 2017 Walmart Community Grant |

### PROJECT SUMMARY (200 WORDS OR LESS)

|  |
|--|
| The Houma Police Department will use the Walmart Community Grant funds to support the Houma Police Department and Young Marines Program. Funds will be used to purchase educational materials for children of all ages to educate them on safety and drug-free lifestyles. |
|--|

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

|   |
|---|
| 2017 Walmart Community Grant funds will assist the Houma Police Department in educating the Young Marines Program and assist officers in teaching and leading young children in various beneficial subjects, by purchasing age-appropriate educational materials. |
|---|

### TOTAL EXPENDITURE

|           |
|-----------|
| \$2000.00 |
|-----------|

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

| ACTUAL                                    |    | ESTIMATED |                         |
|---|----|-----------|-------------------------|
| IS PROJECT ALREADY BUDGETED: (CIRCLE ONE) |    |           |                         |
| N/A                                       | NO | YES       | IF YES AMOUNT BUDGETED: |
|   |    |           |                         |

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

|            |   |   |   |   |   |   |   |   |   |
|------------|---|---|---|---|---|---|---|---|---|
| PARISHWIDE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------------|---|---|---|---|---|---|---|---|---|

Signature

Date

The Houma Police Department is always working on educating and assisting children and teenagers within our community on the following: leadership development, safe driving, after school tutorial, and hunger relief programs which focus on students for after school and summertime programs.

The Houma Police Department has a Young Marines Program that teaches children and teenagers about leadership development, which has an intense training camp during the summer and follow ups with after school programs throughout the year. The department also has a feeding outreach with working with a local homeless shelter in feeding homeless, families in need, and children during the summer camp programs.

The Houma Police Department is responsible for hundreds of student passing, feeding, and educating them on safe driving within our community. Since children are our communities future, our agency has taken the challenge to save as many children as our agency can reach out to within our community.



GORDON E. DOVE  
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
P.O. Box 6097  
HOUMA, LOUISIANA 70361-6097



(985) 873-6401  
FAX: (985) 873-6409  
E-MAIL: gdove@tpcg.org

August 23, 2016

To Whom it May Concern:

This letter is to verify that the Houma Police Department is department of the Terrebonne Parish Consolidated Government. The Consolidated Government was officially instituted in January 1984, pursuant to Article VI, Section 5 of the Louisiana Constitution of 1974.

I authorize the Houma Police Department to apply for funding from Walmart and the Walmart Foundation for the betterment of the community.

Respectfully,

Gordon E. Dove  
Parish President  
Terrebonne Parish Consolidated Government

Terrebonne Parish Consolidated Government  
Fund 225 CDBG Correction to 2017 Entitlement

Jan Theriot 8/16/2017  
Paulette Garrett 8/17/2017

| Dept. | ACCOUNT NO.        | DESCRIPTION                   | 2017 Current Budget | Adjustment to correct Entitlement Amount | 2017 Corrected Entitlement |
|-------|--------------------|-------------------------------|---------------------|--|----------------------------|
| 611   | <del>8323-01</del> | <del>OFF EQUIP CONTRACT</del> | <del>2,600</del>    |  | <del>2,600</del>           |
| 611   | 8393-01            | TRAVEL & TRAINING             | 19,715              | (3,683)                                  | 16,032                     |
| 619   | 8224-01            | GAS & OIL                     | 10,000              | (4,500)                                  | 5,500                      |
| 619   | 8380-00            | HOUSING REHAB/RECONSTR        | 530,544             | 14,410                                   | 544,954                    |
| 619   | 8391-02            | RECORDING FEES                | 3,000               | (1,000)                                  | 2,000                      |
| 999   | 9102-34            | TERREBONNE HOMELESS SHELTER   | 115,000             | 1,000                                    | 116,000                    |
| 000   | 5111-00            | Fund Balance                  |                     | 4,286                                    |                            |
| 000   | 6316-07            | Current Year Entitlement      | 840,989             | 10,513                                   | 851,502                    |

Section IV

ACCT: 225-000-6316-07  
HOUSING/URBAN DEV GRANT  
NO DEPARTMENT NAME  
CDBG - CURRENT YR. ENTITLEMENT

|               | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------------|---------------|---------------|-------------------|-----------------|
| OPEN:<br>2017 | 840,989       | .00           | 0                 | 840,989-        |
| CLOSED:       |               |               |                   |                 |
| 2011          | 1,331,232     | .00           | N/A               | 1,331,232-      |
| 2012          | 881,699       | .00           | N/A               | 881,699-        |
| 2013          | 961,454       | .00           | N/A               | 961,454-        |
| 2014          | 2,040,958     | .00           | N/A               | 2,040,958-      |
| 2015          | 1,507,481     | .00           | N/A               | 1,507,481-      |
| 2016          | 840,989       | .00           | N/A               | 840,989-        |

ENTER = CONTINUE  
CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

ACCT: 225-611-8393-01  
HOUSING/URBAN DEV GRANT  
CDBG ADMINISTRATION  
TRAVEL & TRAINING

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 19,715        | 275.00        | 0                 | 19,440          |
| CLOSED: |               |               |                   |                 |
| 2011    | 500           | 630.00        | N/A               | 130-            |
| 2012    | 1,000         | 275.00        | N/A               | 725             |
| 2013    | 275           | 331.00        | N/A               | 56-             |
| 2014    | 380           | 870.00        | N/A               | 490-            |
| 2015    | 6,537         | 550.00        | N/A               | 5,987           |
| 2016    | 15,842        | 343.00        | N/A               | 15,499          |

ENTER = CONTINUE      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE

ACCT: 225-619-8224-01  
HOUSING/URBAN DEV GRANT  
CDBG HOUSING REHAB  
GASOLINE & OIL

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 10,000        | 3,380.30      | 0                 | 6,620           |
| CLOSED: |               |               |                   |                 |
| 2011    | 12,000        | 9,362.38      | N/A               | 2,638           |
| 2012    | 12,598        | 9,166.69      | N/A               | 3,431           |
| 2013    | 13,157        | 8,926.91      | N/A               | 4,230           |
| 2014    | 17,387        | 9,657.03      | N/A               | 7,730           |
| 2015    | 10,000        | 6,742.74      | N/A               | 3,257           |
| 2016    | 10,000        | 3,963.71      | N/A               | 6,036           |

ENTER = CONTINUE

CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL



FD171GG                    GENERAL LEDGER/BUDGET ACCOUNT INQUIRY  
JULY 31, 2017 - MONTH LAST CLOSED  
ACCT: 225-619-8380-00  
HOUSING/URBAN DEV GRANT  
CDBG HOUSING REHAB  
HOUSING REHAB/RECONSTRUCTION

|               | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------------|---------------|---------------|-------------------|-----------------|
| OPEN:<br>2017 | 530,544       | .00           | 0                 | 530,544         |
| CLOSED:       |               |               |                   |                 |
| 2011          | 1,334,333     | .00           | N/A               | 1,334,333       |
| 2012          | 427,106       | .00           | N/A               | 427,106         |
| 2013          | 1,700,283     | .00           | N/A               | 1,700,283       |
| 2014          | 1,411,044     | .00           | N/A               | 1,411,044       |
| 2015          | 752,696       | .00           | N/A               | 752,696         |
| 2016          | 510,699       | .00           | N/A               | 510,699         |

ENTER = CONTINUE                    CF04 = DSP DETAIL                    CF08 = PRT DETAIL  
CF01 = EXIT    CF02 = INPUT SCR    CF06 = DSP ENCUMBRANCE

ACCT: 225-619-8391-02  
HOUSING/URBAN DEV GRANT  
CDBG HOUSING REHAB  
RECORDING FEES

|               | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------------|---------------|---------------|-------------------|-----------------|
| OPEN:<br>2017 | 3,000         | 659.00        | 0                 | 2,341           |
| CLOSED:       |               |               |                   |                 |
| 2011          | 1,500         | 702.00        | N/A               | 798             |
| 2012          | 2,778         | 2,019.00      | N/A               | 759             |
| 2013          | 0             | 1,111.00      | N/A               | 1,111-          |
| 2014          | 0             | 1,013.00      | N/A               | 1,013-          |
| 2015          | 0             | 3,004.00      | N/A               | 3,004-          |
| 2016          | 0             | 872.00        | N/A               | 872-            |

ENTER = CONTINUE

CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

JULY 31, 2017 - MONTH LAST CLOSED

ACCT: 225-999-9102-34

HOUSING/URBAN DEV GRANT  
OPERATING TRANSFERS  
TERREBONNE HOMELESS SHELTER

|               | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------------|---------------|---------------|-------------------|-----------------|
| OPEN:<br>2017 | 115,000       | 44,819.86     | 0                 | 70,180          |
| CLOSED:       |               |               |                   |                 |
| 2011          | 110,000       | 110,000.00    | N/A               | 0               |
| 2012          | 110,000       | 110,000.00    | N/A               | 0               |
| 2013          | 110,000       | 110,000.00    | N/A               | 0               |
| 2014          | 103,550       | 103,550.00    | N/A               | 0               |
| 2015          | 115,000       | 115,000.00    | N/A               | 0               |
| 2016          | 115,000       | 115,000.00    | N/A               | 0               |

ENTER = CONTINUE

CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

Terrebonne Parish Consolidated Government  
HOME Program- Fund 235  
Budget Amendment to Correct 2017 Entitlement

Section VI



| Account No. Description                     | 2017 Total<br>Budget with<br>2016<br>Carryover | 2017 Total EN<br>and Match | 2017 Revised |
|---|--|----------------------------|--------------|
| 235-605-8111-10 Salaries - Allocated        | 10,307   | 630                        | 10,937       |
| 235-605-8111-99 Fringes - Allocated         | 5,561  | 316                        | 5,877        |
| 235-605-8211-01 Office Supplies             | 110  |                            | 110          |
| 235-605-8311-03 Utilities - other           | 410  |                            | 410          |
| 235-605-8316-01 Communication Equipment     | 50   |                            | 50           |
| 235-605-8322-02 Building Rentals            | 1,600  |                            | 1,600        |
| 235-605-8323-01 Office Equipment Contract   | 605  |                            | 605          |
| 235-605-8325-01 Other Contracts & Rentals   | 5  |                            | 5            |
| 235-605-8325-10 Janitorial Contract         | 440  |                            | 440          |
| 235-605-8331-01 General Liability Insurance | 877  |                            | 877          |
| 235-605-8341-01 Legal Fees                  | 531  |                            | 531          |
| 235-605-8343-01 Audit Fees                  | 218  |                            | 218          |
| 235-605-8349-01 Other Fees                  | 450  |                            | 450          |
| 235-605-8391-02 Recording Fees              | 300  |                            | 300          |
| 235-605-8392-02 Classified Ads              | 100  |                            | 100          |
| 235-605-8393-08 Mileage - In Parish         | 100  |                            | 100          |
| Total Dept. 605                             | 21,664   | 946                        | 22,610       |

|                                   |        |     |        |
|-----------------------------------|--------|-----|--------|
| 235-606-8353-09 CHDO Loan Program | 73,116 | 100 | 73,216 |
| Total Dept. 606                   | 73,116 | 100 | 73,216 |

|  |         |        |         |
|--|---------|--------|---------|
| 235-607-8353-04 Housing Rehabilitation         | 14,025  | 0      | 14,025  |
| 235-607-8353-05 Tenant Based Rental Assistance | 112,000 | 0      | 112,000 |
| 235-607-8380-00 Housing Rehab - Reconstruction | 163,102 | 8,869  | 171,971 |
| 235-607-8390-00 Tenant Based Rental Assistance | 198,982 | 1,675  | 200,657 |
| Total Dept. 607                                | 488,110 | 10,544 | 498,654 |

|              |              |        |         |
|--------------|--------------|--------|---------|
| Expenditures | Grand Totals | 14,590 | 594,480 |
|--------------|--------------|--------|---------|

|   |         |       |         |
|---|---------|-------|---------|
| 235-000-6319-00 HUD HOME Program        | 216,641 | 9,461 | 226,102 |
| 235-000- 6319-01 HOME Program Carryover | 307,504 | 0     | 307,504 |

|                                      |              |        |         |
|--------------------------------------|--------------|--------|---------|
| 235-000-6499-00 Misc. - Other        |              |        |         |
| 235-000-6499-01 Misc. - Other        |              |        |         |
| 235-000-6499-03 CHDO Program Account | 10,000       | 0      | 10,000  |
| 235-000-6711-07 Interest Income      | 0            | 0      | 0       |
| 235-000-7101-51 General Fund         | 48,745       | 2,129  | 50,874  |
| Revenues                             | Grand Totals | 14,590 | 594,480 |

Dept 606 and 607 Match

Beginning Fund Balance  
Increase / (Decrease) to F.B.

Ending Fund Balance



TERREBONNE PARISH  
GOVERNMENT

JUN 27 2017

ADMINISTRATION

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR  
COMMUNITY PLANNING AND DEVELOPMENT

Mr. Michael Claudet  
President of Houma  
P.O. Box 2768  
Houma, LA 70360-3444

Dear Mr. Claudet:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2017 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special need populations across the country. President Trump signed Public Law 115-31 on May 5, 2017, which includes FY 2017 funding for these programs. Your jurisdiction's FY 2017 available amounts are:

|   |                      |
|---|----------------------|
| Community Development Block Grant (CDBG)            | \$851,502            |
| <del>HOME Investment Partnerships (HOME)</del>      | <del>\$726,162</del> |
| Housing Opportunities for Persons with AIDS (HOPWA) | \$ 0                 |
| Emergency Solutions Grants (ESG)                    | \$ 0                 |

The timing of enactment of HUD's full fiscal year appropriation has significantly shortened the window available to grantees to submit an Annual Action Plan given the effective submission deadline of **Wednesday, August 16, 2017**. The Department cannot provide relief from this deadline as it has been established pursuant to statute and HUD encourages grantees to expedite efforts to finalize and submit their Annual Action Plans. To assist in this effort, CPD has issued a waiver to reduce the public comment period associated with these plans from 30 to 14 days.<sup>776</sup> Failure to submit an Annual Action Plan by August 16, 2017, will cause a grantee to forfeit its FY 2017 CDBG formula funding allocation. If you have questions or require assistance in preparing and submitting your Annual Action Plan, please contact your responsible CPD office.

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, expand economic opportunities for low and moderate income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

<sup>776</sup> Waiver is available at Waiver of 24 CFR 91.105(b)(4) and 24 CFR 91.115(b)(4) for FY 2017 Action Plans for Community Planning and Development Program Funds.

ACCT: 235-000-6319-00  
HOME INVEST PARTNERSHIP  
NO DEPARTMENT NAME  
HUD HOME PROGRAM (REGULAR)

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 216,641       | .00           | 0                 | 216,641-        |
| CLOSED: |               |               |                   |                 |
| 2011    | 983,106       | .00           | N/A               | 983,106-        |
| 2012    | 289,309       | .00           | N/A               | 289,309-        |
| 2013    | 265,927       | .00           | N/A               | 265,927-        |
| 2014    | 293,141       | .00           | N/A               | 293,141-        |
| 2015    | 222,531       | .00           | N/A               | 222,531-        |
| 2016    | 215,485       | .00           | N/A               | 215,485-        |

ENTER = CONTINUE      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE

ACCT: 235-000-7101-51

HOME INVEST PARTNERSHIP  
NO DEPARTMENT NAME  
GENERAL FUND

|               | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------------|---------------|---------------|-------------------|-----------------|
| OPEN:<br>2017 | 48,745        | 32,496.64-    | 0                 | 16,248-         |
| CLOSED:       |               |               |                   |                 |
| 2011          | 7,747         | 7,747.00-     | N/A               | 0               |
| 2012          | 7,747         | 7,747.00-     | N/A               | 0               |
| 2013          | 40,297        | 40,297.00-    | N/A               | 0               |
| 2014          | 40,297        | 40,297.00-    | N/A               | 0               |
| 2015          | 40,297        | 40,297.00-    | N/A               | 0               |
| 2016          | 40,297        | 40,297.00-    | N/A               | 0               |

ENTER = CONTINUE

CF01 = EXIT

CF02 =

INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 235-606-8353-09  
HOME INVEST PARTNERSHIP  
HOME/TECHNICAL ASST.  
CHDO LOAN PROGRAM

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 73,116        | .00           | 0                 | 73,116          |
| CLOSED: |               |               |                   |                 |
| 2011    | 141,011       | 85,727.01     | N/A               | 55,284          |
| 2012    | 257,146       | 47,675.75     | N/A               | 209,470         |
| 2013    | 147,199       | 102,778.00    | N/A               | 44,421          |
| 2014    | 84,764        | .00           | N/A               | 84,764          |
| 2015    | 117,241       | .00           | N/A               | 117,241         |
| 2016    | 149,564       | 148,224.59    | N/A               | 1,339           |

ENTER = CONTINUE      CF02 = INPUT SCR      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF06 = DSP ENCUMBRANCE



JULY 31, 2017 - MONTH LAST CLOSED

ACCT: 235-607-8380-00

HOME INVEST PARTNERSHIP  
HOME/PROJECTS  
HOUSING REHAB - RECONSTRUCTION

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 163,102       | .00           | 0                 | 163,102         |
| CLOSED: |               |               |                   |                 |
| 2011    | 0             | .00           | N/A               | 0               |
| 2012    | 159,476       | .00           | N/A               | 159,476         |
| 2013    | 279,868       | .00           | N/A               | 279,868         |
| 2014    | 212,548       | .00           | N/A               | 212,548         |
| 2015    | 297,696       | .00           | N/A               | 297,696         |
| 2016    | 121,613       | .00           | N/A               | 121,613         |

ENTER = CONTINUE

CF01 = EXIT

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

ACCT: 235-607-8390-00  
HOME INVEST PARTNERSHIP  
HOME/PROJECTS  
TENANT BASED RENTAL ASSISTANCE

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 198,982       | .00           | 0                 | 198,982         |
| CLOSED: |               |               |                   |                 |
| 2011    | 490,560       | .00           | N/A               | 490,560         |
| 2012    | 173,158       | .00           | N/A               | 173,158         |
| 2013    | 183,265       | .00           | N/A               | 183,265         |
| 2014    | 155,820       | .00           | N/A               | 155,820         |
| 2015    | 141,198       | .00           | N/A               | 141,198         |
| 2016    | 169,732       | .00           | N/A               | 169,732         |

ENTER = CONTINUE                      CF04 = DSP DETAIL                      CF08 = PRT DETAIL  
CF01 = EXIT                      CF02 = INPUT SCR                      CF06 = DSP ENCUMBRANCE

9/05/17  
*John VII*

JULY 31, 2017 - MONTH LAST CLOSED

ACCT: 357-155-8334-91  
GROUP INSURANCE FUND  
RISK MANAGEMENT  
CLAIMS-GILSBAR

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 14,394,354    | 10,703,271.55 | 0                 | 10,703,272-     |
| CLOSED: |               |               |                   |                 |
| 2011    | 0             | .00           | N/A               | 0               |
| 2012    | 0             | .00           | N/A               | 0               |
| 2013    | 0             | .00           | N/A               | 0               |
| 2014    | 0             | .00           | N/A               | 0               |
| 2015    | 0             | .00           | N/A               | 0               |
| 2016    | 0             | .00           | N/A               | 0               |

ENTER = CONTINUE      ACCOUNT EXCEEDS BUDGET AMOUNT  
CF01 = EXIT      CF02 = INPUT SCR      CF04 = DSP DETAIL      CF06 = DSP ENCUMBRANCE      CF08 = PRT DETAIL

*Section III*

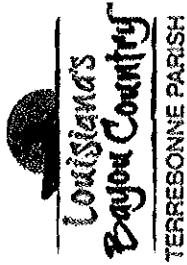
**Kayla Dupre**

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**From:** Kandace Mauldin  
**Sent:** Tuesday, September 05, 2017 12:28 PM  
**To:** Kayla Dupre  
**Subject:** Budget Amendment - Drainage  
**Attachments:** Drainage Budget.docx

Per the Parish President's request he would like a budget amendment done to move \$500,000 from Drainage Tax Fund Balance to purchase pumps, culverts and gates (252-351-8929-02). Attached is the ordinance for this amendment.

**Kandace M. Mauldin, CPA**  
Chief Financial Officer  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361  
Office: 985-873-6459  
FAX: 985-873-6457



ACCT: 252-351-8929-02  
DRAINAGE TAX FUND  
DRAINAGE  
PUMPS & MOTORS

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 277,131       | 93,598.00     | 0                 | 183,533         |
| CLOSED: |               |               |                   |                 |
| 2011    | 316,191       | 275,007.75    | N/A               | 41,183          |
| 2012    | 111,183       | 41,941.50     | N/A               | 69,242          |
| 2013    | 469,242       | .00           | N/A               | 469,242         |
| 2014    | 1,019,242     | 431,680.00    | N/A               | 587,562         |
| 2015    | 1,167,562     | 1,056,039.00  | N/A               | 111,523         |
| 2016    | 611,523       | 374,392.00    | N/A               | 237,131         |

ENTER = CONTINUE  
CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

**From:** Paulette Garrett  
**Sent:** Wednesday, September 06, 2017 8:59 AM  
**To:** Rayanna Smith  
**Subject:** FW: Tier One Amendment No. 30 for Terrebonne - Approved  
**Attachments:** Terrebonne-Budget Summary Amendment#30-11August17.xlsx

641-310-8916-01 <25,281.00  
 641-351-8929-14 <82,220.00  
 641-351-8929-14 <1,702,856  
 241-617-8911-00 + 1,810,357.00

**From:** Darin Mann [mailto:Darin.Mann@LA.GOV]  
**Sent:** Friday, August 18, 2017 5:06 PM  
**To:** Niayonda Picou; Jennifer Gerbasi  
**Cc:** Lisa Samuels; Paulette Garrett; Sandra Gunner  
**Subject:** Tier One Amendment No. 30 for Terrebonne - Approved

Nia,  
 The Tier 1 Amendment (No. 30) for Terrebonne Parish was approved this morning by the proposal review committee. A record of this approval was added to our files and updated in GIOS this afternoon. I've attached the updated budget for your e-files. The graph below reflects the following changes. Please let me know if you have any questions.

| Project Number | Title                                    | Category       | Status   | Original Funding       | Increase/Reduction | Resulting Status | Proposed Budget        |
|----------------|--|----------------|----------|------------------------|--------------------|------------------|------------------------|
| 55PARA2102     | Falgout Canal/Pontoon Bridge             | Infrastructure | Priority | \$2,629,030.00         | \$ (25,280.99)     | Completed        | \$2,603,749.01         |
| 55PARA3308     | Levee - Cedar Grove Levee & Pump Station | Infrastructure | Priority | \$2,506,930.00         | \$ (1,785,075.95)  | Priority         | \$721,854.05           |
| 55PARA3312     | Falgout Canal Road Levee-Reach-E         | Infrastructure | Priority | \$13,999,999.00        | \$ 1,810,356.94    | Priority         | \$15,810,355.94        |
| <b>Totals</b>  |  |                |          | <b>\$19,135,959.00</b> | <b>0.00</b>        |                  | <b>\$19,135,959.00</b> |

Thanks,  
 Darin Mann  
 Division of Administration  
 Office of Community Development-Disaster Recovery Unit

Parish Application for Gustav Ike CDBG Disaster Funding  
Budget Summary Sheet v.3

Parish = Terrebonne  
Parish Allocation = \$123,270,148.00  
Add'l Affordable Rental Allocation = \$10,000,000  
Amendment Number = 30  
Date of Amendment Submission = 7/31/2017

Tier I Change -  
Funding transferred to  
Falgout Reach E  
from Falgout Pontoon &  
Cedar Grove Levee & P.S.

ESTIMATED BUDGET (PARISH ALLOCATION ONLY)

| Cat | Project Type                                   | Project Description                    | Estimated Budget | % of Bgt | Primary/A |
|-----|--|--|------------------|----------|-----------|
| ADM | Admin  | Overall Administration of Grant        | \$616,351.00     | 0.5%     | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - Reach E - Falgout Ca   | \$15,810,355.94  | 12.8%    | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - Suzie Canal Ext. (Nor  | \$4,258,015.20   | 3.5%     | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - Ashland North          | \$2,634,981.54   | 2.1%     | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - Cane Break to Ashlar   | \$721,854.05     | 0.6%     | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - Shrimpers Row          | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Non-fed levee - Upper Dularge (East)   | \$19,799,947.00  | 16.1%    | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - Pointe Aux Chenes      | \$1,537,175.99   | 1.2%     | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - Ward 7                 | \$21,410,524.89  | 17.4%    | Primary   |
| INF | Infrastructure Recovery                        | Non-fed levee - East Houma Surge Le    | \$2,985,000.00   | 2.4%     | Primary   |
| INF | Infrastructure Recovery                        | Forced Drainage - Upper Grand Caill    | \$4,509,460.50   | 3.7%     | Primary   |
| INF | Infrastructure Recovery                        | Forced Drainage - Ashland Drainage     | \$3,309,886.52   | 2.7%     | Primary   |
| INF | Infrastructure Recovery                        | Forced Drainage - Baroid Pump Statio   | \$4,877,237.12   | 4.0%     | Primary   |
| INF | Infrastructure Recovery                        | Forced Drainage - Buquet Drainage Ir   | \$916,536.73     | 0.7%     | Primary   |
| INF | Infrastructure Recovery                        | Forced Drainage - Summerfield Pump     | \$4,115,108.36   | 3.3%     | Primary   |
| INF | Infrastructure Recovery                        | Ashland Drainage Pump Station Outfit   | \$511,234.85     | 0.4%     | Primary   |
| INF | Infrastructure Recovery                        | Waterworks Valve Replacement for H     | \$879,022.24     | 0.7%     | Primary   |
| INF | Infrastructure Recovery                        | Juvenile Facility                      | \$10,334,340.56  | 8.4%     | Primary   |
| INF | Infrastructure Recovery                        | Animal Shelter                         | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | DPW Administrative Building            | \$5,990,340.66   | 4.9%     | Primary   |
| INF | Infrastructure Recovery                        | Gray Facility                          | \$2,205,420.48   | 1.8%     | Primary   |
| INF | Infrastructure Recovery                        | Clean Waterways/ Derelict Vessels      | \$939,096.54     | 0.8%     | Primary   |
| INF | Infrastructure Recovery                        | Falgout Canal Pontoon Bridge           | \$2,603,749.01   | 2.1%     | Primary   |
| INF | Infrastructure Recovery                        | Parkwood Place                         | \$3,100,000.00   | 2.5%     | Primary   |
| INF | Infrastructure Recovery                        | Peltier Plantation                     | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Owner Occupied Housing - Housing S     | \$69,370.03      | 0.1%     | Primary   |
| INF | Infrastructure Recovery                        | Generator Hookup Grant                 | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | 1st Time Homebuyers Assistance         | \$3,895,629.97   | 3.2%     | Primary   |
| INF | Infrastructure Recovery                        | Homeowner Buyout                       | \$4,439,625.00   | 3.6%     | Primary   |
| INF | Infrastructure Recovery                        | Repair Assistance - Owner Occupied     | \$750,461.84     | 0.6%     | Primary   |
| INF | Infrastructure Recovery                        | Demolition of Blighted Properties      | \$49,420.98      | 0.0%     | Primary   |
| INF | Infrastructure Recovery                        | Homeowner Buyout                       | \$1,000,000.00   | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Elevation Assistance                   | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Repair Assistance - Renter Occupied    | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Clean Waterways/ Derelict Vessels      | \$1,207,498.00   | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Houma Navigational Canal Interim Ba    | \$20,000,000.00  | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Intercoastal Canal / Palm Avenue       | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Dr. Beatrous (Falgout Marina)          | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Western Side of Falgout Canal Barge    | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Dularge Bridge                         | \$995,000.00     | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Gray Facility                          | \$4,823,478.00   | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Coteau Gravity Sewers (Evelyn Street   | \$730,000.00     | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Temporary School Facility              | \$750,000.00     | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Bayou Terrebonne Bank Stabilization    | \$7,000,000.00   | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Marsh Rehabilitation                   | \$8,000,000.00   | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Terrebonne Intermodal Facility         | \$5,000,000.00   | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Loan/Grant Program for storm-afecte    | \$1,000,000.00   | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Fisheries Cold Storage-Incubator Kitch | \$0.00           | N/A      | Alternate |
| INF | Infrastructure Recovery                        | Hurricane Issac Public Assistance De   | \$0.00           | 0.0%     | Primary   |
|     | Total of Primary Projects                      |  | #####            | 100.0%   |           |
|     | Total of Alternate Projects                    |  | \$50,505,976.00  |          |           |
|     | FOR PRIMARY PROJECT DISTRIBUTION (UNALLOCATED) |  |                  |          | 0.0%      |

| Category Spending - Primary Projects |                     |  |                |       |
|--------------------------------------|---------------------|--|----------------|-------|
| HSG                                  | Housing             |  | \$9,135,137.79 | 7.4%  |
| INF                                  | Infrastructure      |  | #####          | 92.0% |
| ECR                                  | Economic Recovery   |  | \$0.00         | 0.0%  |
| CRP                                  | Coastal Restoration |  | \$0.00         | 0.0%  |
| PLAN                                 | Planning            |  | \$69,370.03    | 0.1%  |
| ADM                                  | Admin               |  | \$616,351.00   | 0.5%  |

| Category Spending - Alternate Projects |                     |  |                 |  |
|--|---------------------|--|-----------------|--|
| HSG                                    | Housing             |  | \$1,000,000.00  |  |
| INF                                    | Infrastructure      |  | \$22,982,498.00 |  |
| ECR                                    | Economic Recovery   |  | \$10,823,478.00 |  |
| CRP                                    | Coastal Restoration |  | \$15,000,000.00 |  |
| PLAN                                   | Planning            |  | \$750,000.00    |  |
| ADM                                    | Admin               |  | \$0.00          |  |

Does the Parish anticipate applying for additional funds from the State-administered Affordable Rental Housing Program?

Unsure

**641-351-8929-14**  
**641-351-8929-16**  
**Cedar Grove Pump Station - 55PARA3308**  
**Draw Summary**

|                                 |                | Pre-list Date | Pre-List Amount | Amount Requested | Project Draw | OCD Draw Batch | Date Submitted | Date Pymt Rec'd    | Amount Paid        | Difference |
|---------------------------------|----------------|---------------|-----------------|------------------|--------------|----------------|----------------|--------------------|--------------------|------------|
| ..\Cedar Grove - 14\PDF7949.pdf | T. Baker Smith |               | 615.00          | 14               |              |                |                |                    |                    | 2016       |
| ..\Cedar Grove - 14\PDF3006.pdf | T. Baker Smith |               | 682.00          | 14               |              |                |                |                    |                    | 2016       |
| ..\Cedar Grove - 14\PDF4797.pdf | T. Baker Smith |               | 740.25          | 14               |              |                |                |                    |                    | 2017       |
|                                 |                |               | 2,037.25        | 2,037.25         | Draw #27     | #80            | 3/13/2017      | Disallowed per OCD |                    |            |
| ..\Cedar Grove - 14\PDF0722.pdf | T. Baker Smith |               | 2,565.00        | 14               | 2,565.00     | Draw #28       | #82            | 8/3/2017           | Disallowed per OCD |            |

|      | 8929-14    | 8929-16      |            |
|------|------------|--------------|------------|
| 2011 | 131,283.01 | 4,458.20     |            |
| 2012 | 19,135.31  | 39,581.47    |            |
| 2013 | 165,548.25 | 224,531.36   |            |
| 2014 | 85,251.76  | 4,572.72     |            |
| 2015 | 18,639.28  |              |            |
| 2016 | 30,336.57  |              |            |
| 2017 | 3,305.25   |              |            |
|      | (4,789.13) |              |            |
|      | 448,710.30 | 273,143.75   | 721,854.05 |
|      | 77,432.00  | 1,702,856.00 | Total      |

726,643.18

J/E to move to Drainage 151-302-8342-01

4,789.13

Difference

|             |            |          |
|-------------|------------|----------|
| Received    | 721,854.05 | (186.88) |
| Outstanding | 4,789.13   |          |
| 2014 Exp.   |            |          |
| 120.00      | #10        |          |
| 66.88       | #11        |          |
| 186.88      |            |          |

Beginning Budget: 721,854.05

Remainng Budget: 0.00



**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2018 - FIVE YEAR CAPITAL OUTLAY  
FUND 641 - FD 241 HUD CDBG RECOVERY CONSTRUCTION FUND**

**641-310-8916-01  
CDBG FALGOUT CANAL PONTOON BRIDGE  
OCD PROJECT # 55-PARA-3312  
PROJECT # 12-CDBG-32**

|                                   |           |                    |
|-----------------------------------|-----------|--------------------|
| <b>TOTAL FUNDING</b>              | <b>\$</b> | <b>3,903,749</b>   |
| <b>EXPENDITURES THRU 12/31/16</b> |           | <b>(3,903,748)</b> |
| <b>PROJECT BALANCE</b>            | <b>\$</b> | <b>1</b>           |

| DATE                          | REFERENCE  | FUNDING SOURCE                | PRIOR YEARS | 2017        | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------------------------------|------------|-------------------------------|-------------|-------------|------|------|------|------|------|
| Nov-12                        | LIA 053    | CDBG RECOVERY                 | 1,200,000   |             |      |      |      |      |      |
| Feb-14                        | ORD 8400   | FROM 641-351-8929-12 CDBG REC | 255,530     |             |      |      |      |      |      |
| Mar-15                        | ORD 8530   | FROM 641-351-8929-16          | 2,173,500   |             |      |      |      |      |      |
| Nov-15                        | ORD 8660   | CDBG DR FISHERIES             | 1,300,000   |             |      |      |      |      |      |
| Oct-16                        | ORD 8785   | TO 641-351-8929-01            | (1,000,000) |             |      |      |      |      |      |
| Aug-17                        | PENDING BA | TO 241-617-8911-00 CDBG       |             | (25,281)    |      |      |      |      |      |
| LESS PRIOR YEARS EXPENDITURES |            |                               | (3,903,748) |             |      |      |      |      |      |
| FUNDS AVAILABLE               |            |                               | \$ 25,282   | \$ (25,281) | \$ - | \$ - | \$ - | \$ - | \$ - |

**ENGINEER/ARCHITECT: GSE ASSOCIATES, LLC**  
**CONTRACTOR: SEALEVEL CONSTRUCTION**

**DESCRIPTION:** REPLACING THE EXISTING PONTOON BRIDGE WITH A  
NEW PONTOON BRIDGE.

\*\* Ordinance 7710 was adopted 9/23/09 for State Cooperative Endeavor Agreement # 678958

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2018 - FIVE YEAR CAPITAL OUTLAY  
FUND 641 - FD 241 HUD CDBG RECOVERY CONSTRUCTION FUND**

641-351-8929-14  
CDBG CEDAR GROVE TO ASHLAND LANDFILL LEVEE & WATER CONTROL STRUCTURE  
OCD PROJECT # 55-PARA-3308  
PROJECT # 10-CDBG-WTR-70

|                            |    |           |
|----------------------------|----|-----------|
| TOTAL FUNDING              | \$ | 453,500   |
| EXPENDITURES THRU 12/31/16 |    | (453,499) |
| PROJECT BALANCE            | \$ | 1         |

| DATE                          | REFERENCE  | FUNDING SOURCE          | PRIOR YEARS | 2017        | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------------------------------|------------|-------------------------|-------------|-------------|------|------|------|------|------|
| Feb-11                        | LIA 007    | CDBG RECOVERY           | 252,320     |             |      |      |      |      |      |
| Feb-11                        | LIA 008    | CDBG RECOVERY           | 103,007     |             |      |      |      |      |      |
| Mar-11                        | LIA 013    | CDBG RECOVERY           | 3,065,340   |             |      |      |      |      |      |
| Dec-12                        | LIA 067    | CDBG RECOVERY           | 2,798,264   |             |      |      |      |      |      |
| Jun-14                        | ORD 8436   | TO 641-302-8912-01      | (188,000)   |             |      |      |      |      |      |
| Jul-15                        | ORD 8577   | TO 641-351-8929-07      | (5,500,000) |             |      |      |      |      |      |
| Sep-17                        | PENDING BA | Carryover Adjustment    |             | 4,789       |      |      |      |      |      |
| Sep-17                        | PENDING BA | TO 241-617-8911-00 CDBG |             | (82,220)    |      |      |      |      |      |
| LESS PRIOR YEARS EXPENDITURES |            |                         | (453,499)   |             |      |      |      |      |      |
| FUNDS AVAILABLE               |            |                         | \$ 77,432   | \$ (77,431) | \$ - | \$ - | \$ - | \$ - | \$ - |

**ENGINEER/ARCHITECT: T BAKER SMITH, LLC**

**DESCRIPTION:** CONSTRUCTION OF A LEVEE IN UPPER GRAND CAILLOU FROM NORTH END OF THE PROPOSED NORTH LAKE BOUDREAUX FORCED DRAINAGE SYSTEM NORTHWARD TO ST LOUIS CANAL AND CONSTRUCTION OF A WATER CONTROL STRUCTURE IN ST LOUIS CANAL AT THE TERMINUS OF THE PROPOSED LEVEE.

\*\* Ordinance 7710 was adopted 9/23/09 for State Cooperative Endeavor Agreement # 678958

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2018 - FIVE YEAR CAPITAL OUTLAY  
FUND 641 - FD 241 HUD CDBG RECOVERY CONSTRUCTION FUND**

**641-351-8929-16  
CDBG CEDAR GROVE TO ASHLAND DRAINAGE PUMP STATION  
OCD PROJECT # 55-PARA-3308  
PROJECT # 10-242 10-DRA-CDBG-R-35**

|                                   |           |                  |
|-----------------------------------|-----------|------------------|
| <b>TOTAL FUNDING</b>              | <b>\$</b> | <b>273,143</b>   |
| <b>EXPENDITURES THRU 12/31/16</b> |           | <b>(273,143)</b> |
| <b>PROJECT BALANCE</b>            | <b>\$</b> | <b>"</b>         |

| DATE   | REFERENCE  | FUNDING SOURCE                | PRIOR YEARS  | 2017           | 2018 | 2019 | 2020 | 2021 | 2022 |
|--------|------------|-------------------------------|--------------|----------------|------|------|------|------|------|
| Mar-11 | LIA 013    | CDBG RECOVERY                 | 4,149,499    |                |      |      |      |      |      |
| Mar-15 | ORD 8530   | TO 641-310-8916-01            | (2,173,500)  |                |      |      |      |      |      |
| Aug-17 | PENDING BA | TO 241-617-8911-00 CDBG       |              | (1,702,856)    |      |      |      |      |      |
|        |            | LESS PRIOR YEARS EXPENDITURES | (273,143)    |                |      |      |      |      |      |
|        |            | FUNDS AVAILABLE               | \$ 1,702,856 | \$ (1,702,856) | \$ - | \$ - | \$ - | \$ - | \$ - |

**ENGINEER/ARCHITECT: GULF ENGINEERS CONSULTANTS (G.E.C.)**

**DESCRIPTION:** CONSTRUCTION OF A DRAINAGE PUMP STATION THAT  
WILL SERVE AN AREA APPROXIMATELY 350 ACRES  
LOCATED ON ST LOUIS CANAL NEAR HWY 57  
PROPOSED LEVEE SYSTEM.

\*\* Ordinance 7710 was adopted 9/23/09 for State Cooperative Endeavor Agreement # 678958

ACCT: 641-310-8916-01  
FD241 HUD CDBG REC CONS  
ROADS & BRIDGES  
FALGOUT CANAL PONTOON BRIDGE

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 33,843        | 8,560.76      | 0                 | 25,282          |
| CLOSED: |               |               |                   |                 |
| 2011    | 0             | .00           | N/A               | 0               |
| 2012    | 1,200,000     | 50,781.10     | N/A               | 1,149,219       |
| 2013    | 1,149,219     | 135,121.37    | N/A               | 1,014,098       |
| 2014    | 1,269,628     | 32,678.29     | N/A               | 1,236,950       |
| 2015    | 4,710,450     | 1,153,685.23  | N/A               | 3,556,765       |
| 2016    | 2,556,765     | 2,522,922.26  | N/A               | 33,843          |

ENTER = CONTINUE      CF02 = INPUT SCR      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF06 = DSP ENCUMBRANCE

ACCT: 641-351-8929-14  
FD241 HUD CDBG REC CONS  
DRAINAGE  
CEDAR GROVE LEVEE AND PUMP STA

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 85,526        | 3,305.25      | 0                 | 82,221          |
| CLOSED: |               |               |                   |                 |
| 2011    | 3,420,667     | 131,283.01    | N/A               | 3,289,384       |
| 2012    | 6,087,648     | 19,135.31     | N/A               | 6,068,513       |
| 2013    | 6,068,513     | 165,548.25    | N/A               | 5,902,965       |
| 2014    | 5,714,965     | 85,251.76     | N/A               | 5,629,713       |
| 2015    | 129,713       | 18,639.28     | N/A               | 111,074         |
| 2016    | 111,074       | 30,336.57     | N/A               | 80,737          |

ENTER = CONTINUE      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE

ACCT: 641-351-8929-16  
FD241 HUD CDBG REC CONS  
DRAINAGE  
DRNG P/S CEDAR GROVE TO ASHLAN

|               | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------------|---------------|---------------|-------------------|-----------------|
| OPEN:<br>2017 | 1,702,856     | .00           | 0                 | 1,702,856       |
| CLOSED:       |               |               |                   |                 |
| 2011          | 4,149,499     | 4,458.20      | N/A               | 4,145,041       |
| 2012          | 4,145,041     | 39,581.47     | N/A               | 4,105,460       |
| 2013          | 4,105,460     | 224,531.36    | N/A               | 3,880,929       |
| 2014          | 3,880,929     | 4,572.72      | N/A               | 3,876,356       |
| 2015          | 1,702,856     | .00           | N/A               | 1,702,856       |
| 2016          | 1,702,856     | .00           | N/A               | 1,702,856       |

ENTER = CONTINUE      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE

ACCT: 241-617-8911-00  
HUD CDBG RECOVERY  
RECOVERY CONSTRUCTION  
FALGOUT CANAL RD LEVEE REACH E

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2017    | 2,054,240     | 1,869,422.98  | 0                 | 184,817         |
| CLOSED: |               |               |                   |                 |
| 2011    | 29,283,856    | .00           | N/A               | 29,283,856      |
| 2012    | 15,267,177    | .00           | N/A               | 15,267,177      |
| 2013    | 13,730,001    | .00           | N/A               | 13,730,001      |
| 2014    | 14,000,001    | .00           | N/A               | 14,000,001      |
| 2015    | 14,000,001    | 778,776.94    | N/A               | 13,221,224      |
| 2016    | 13,221,224    | 11,166,983.96 | N/A               | 2,054,240       |

ENTER = CONTINUE      CF04 = DSP DETAIL      CF08 = PRT DETAIL  
CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE



Monday, September 11, 2017

---

**Item Title:**

Resolution introducing an Ordinance to amend Section 21-33 of Chapter 21, Article II, of the Parish Code to include a 10-Court Tennis Complex located at 106 Southdown West Boulevard, Houma (former Renaissance Health & Racquet Club) as a recreational facility and calling for public hearing on September 27, 2017

**Item Summary:**

RESOLUTION: Giving Notice of Intent to adopt an Ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include a 10-court tennis complex located at 106 Southdown West Boulevard, Houma among the list of recreational facilities for the use and enjoyment of the citizens of Terrebonne Parish and calling for a public hearing on Wednesday, September 27, 2017 at 6:30 p.m.

---

**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b>       |
|---|--------------------|-------------------|
| Cover Memo  | 9/7/2017           | Cover Memo        |
| Executive Summary   | 9/7/2017           | Executive Summary |
| Resolution to Introduce Ordinance to Amend Sec 21-33 and calling for public hearing | 9/7/2017           | Resolution        |
| Proposed Ordinance to amend Sec 21-33   | 9/7/2017           | Ordinance         |





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




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

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

---

### MEMORANDUM

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

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

**Date:** September 7, 2017

**Re:** Resolution to Introduce Ordinance to amend Sec 21-33 to include Terrebonne Parish Tennis Complex among list of recreational facilities

---

With the closing of Renaissance Health & Racquet Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for individual play and/or lessons. There are a number of public courts scattered throughout the parish, and the various districts are working to repair them. The Bayou Country Sports Park on Hwy 311 has an 8-court facility as part of the master plan and proposed City Park/Airbase has 6-court facility planned, but that is still several years out. It seems clear that there is an opportunity for the Parish to provide a facility to meet these needs until such time as the planned public facilities are made available.

This proposed inclusion of the Tennis Court Complex will allow for this facility to be included as a recreational facility which will provide for liability coverage just as the Parish has for all of its parks and other public recreational facilities.

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



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

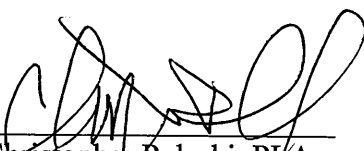
| PROJECT TITLE   |
|---|
| Resolution introducing an Ordinance to amend Section 21-33 of Chapter 21, Article II, of the Parish Code to include a 10-Court Tennis Complex located at 106 Southdown West Boulevard, Houma (former Renaissance Health & Racquet Club) as a recreational facility. |

| PROJECT SUMMARY (200 WORDS OR LESS)   |
|---|
| A Resolution giving Notice of Intent to adopt an Ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include a 10-court tennis complex located at 106 Southdown West Boulevard, Houma among the list of recreational facilities for the use and enjoyment of the citizens of Terrebonne Parish. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)  |
|---|
| The public purpose and the legal authority to pursue this opportunity is as per Section 2-78 of the Parish Code of Ordinances which states that TPCG thru its Parks and Recreation Department shall direct and be responsible for recreation and recreational facilities and other such responsibilities as may be directed by the president. The operation of a 10-court tennis facility at its maximum potential for public benefit requires the direction of a qualified tennis professional and staff, and since the service of the tennis professional could be provided at no direct cost to the Parish, the expenditure does not appear to be gratuitous. Lastly, the Parish has a reasonable expectation for receiving equivalent value in exchange for the expenditure of public funds thru receipt of revenue from projected public usage fees, tournament and league play revenue (open to all interested leagues, associations, and schools), and thru sales tax, hotel/motel tax and other associated economic benefit from the hosting of these types of tournaments and events that would otherwise take place in other communities. |

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

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

  
Christopher Pulaski, PLA  
Planning & Zoning Director

9/5/17  
Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

A Resolution giving Notice of Intent to adopt an ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include a 10-court tennis complex located at 106 Southdown West Boulevard, Houma for the use and enjoyment of the citizens of Terrebonne Parish.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that notice of intent is given for adopting an ordinance to amend Section 21-33 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include a 10-court tennis complex located at 106 Southdown West Boulevard, Houma for the use and enjoyment of the citizens of Terrebonne Parish.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, September 27, 2017 at 6:30 p.m.

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

The Chairman declared the resolution adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\* \* \* \* \*

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development and Planning Committee on \_\_\_\_\_, 2017 and subsequently ratified by the Assembled Council in Regular Session on \_\_\_\_\_, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

---

VENITA H. CHAUVIN, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

OFFERED BY:  
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 21-33 OF CHAPTER 21, RECREATION AND PARKS, ARTICLE II PARISH GENERALLY, OF THE TERREBONNE PARISH CODE TO INCLUDE A CERTAIN RECREATIONAL FACILITY.

WHEREAS, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that 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 parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the constitution or expressly denied by general law applicable to the parish; and

WHEREAS, the Terrebonne Parish Council and Terrebonne Parish Administration wishes to provide a 10-court tennis complex for the use and enjoyment of the citizens of Terrebonne Parish; and

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

#### SECTION I

Chapter 21, Article II, Section 21-33 of the Terrebonne Parish Code be amended to read:

##### **Sec. 21-33. - Recreational facilities.**

The following facilities and trails, maps of which are maintained in the parish planning department, are established as recreational facilities in Terrebonne Parish:

Southdown Bike Trail, including the Leland Robichaux Loop at Southdown Trail.

Westside Bike Trail.

Westside Boulevard Corridor Bike Route System.

Bayou Terrebonne Bayouwalk.

Courthouse Square, fronting on Main Street between Church Street and Goode Street in Houma, Louisiana.

##### **Terrebonne Parish Tennis Complex.**

(Ord. No. 8421, § I, 4-23-14)

#### SECTION II

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

#### SECTION III

This ordinance shall become effective upon approval by the Parish President.

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

THERE WAS RECORDED:  
YEAS:  
NAYS:  
ABSTAINING:  
NOT VOTING:  
ABSENT:  
The Chairman declared the ordinance adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

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

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

I, VENITA H. CHAUVIN, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on \_\_\_\_\_, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
VENITA H. CHAUVIN  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



Monday, September 11, 2017

---

**Item Title:**

Resolution to Authorize Parish President to Execute Agreement to Lease 10-Court Tennis Complex (former Renaissance Health & Racquet Club) and to develop and execute associated agreements for tennis professional

**Item Summary:**

RESOLUTION: To authorize the Parish President, on behalf of Terrebonne Parish Consolidated Government, to execute a lease agreement for the 10-Court Tennis Complex (attached hereto as Exhibit A), develop reasonable terms and conditions associated with a Request for Qualifications for a tennis professional and subsequent contract for such services subject to review and approval by Parish Legal Department, job descriptions for part-time staff, and an associated financial plan to make Terrebonne Parish whole for the purposes of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available and execute associated agreements.

---

**ATTACHMENTS:**

| <b>Description</b>   | <b>Upload Date</b> | <b>Type</b>       |
|--|--------------------|-------------------|
| Cover Memo   | 9/7/2017           | Cover Memo        |
| Executive Summary  | 9/7/2017           | Executive Summary |
| Resolution authorizing execution of lease agreement and assoc RFQ and agreements | 9/7/2017           | Resolution        |
| Exhibit A - Draft Lease Agreement  | 9/7/2017           | Exhibit           |
| Outline of how tennis facility will operate include revenue and expense          | 9/7/2017           | Backup Material   |



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




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

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

---

### MEMORANDUM

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

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

**Date:** September 7, 2017

**Re:** Resolution to Introduce Ordinance to amend Sec 21-33 to include Terrebonne Parish Tennis Complex among list of recreational facilities

---

With the closing of Renaissance Health & Racquet Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for individual play and/or lessons. There are a number of public courts scattered throughout the parish, and the various districts are working to repair them. The Bayou Country Sports Park on Hwy 311 has an 8-court facility as part of the master plan and proposed City Park/Airbase has 6-court facility planned, but that is still several years out. It seems clear that there is an opportunity for the Parish to provide a facility to meet these needs until such time as the planned public facilities are made available.

This proposed inclusion of the Tennis Court Complex will allow for this facility to be included as a recreational facility which will provide for liability coverage just as the Parish has for all of its parks and other public recreational facilities.

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



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

**PROJECT TITLE**

Resolution to Authorize Parish President to Execute Agreement to Lease 10-Court Tennis Complex (former Renaissance Health & Racquet Club) and to develop and execute associated agreements for tennis professional

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

A resolution to authorize the Parish President, on behalf of Terrebonne Parish Consolidated Government, to execute a lease agreement for the 10-Court Tennis Complex (attached hereto as Exhibit A), develop reasonable terms and conditions associated with a Request for Qualifications for a tennis professional and subsequent contract for such services subject to review and approval by Parish Legal Department, job descriptions for part-time staff, and an associated financial plan to make Terrebonne Parish whole for the purposes of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available and execute associated agreements.

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

The public purpose and the legal authority to pursue this opportunity is as per Section 2-78 of the Parish Code of Ordinances which states that TPCG thru its Parks and Recreation Department shall direct and be responsible for recreation and recreational facilities and other such responsibilities as may be directed by the president. The operation of a 10-court tennis facility at its maximum potential for public benefit requires the direction of a qualified tennis professional and staff, and since the service of the tennis professional could be provided at no direct cost to the Parish, the expenditure does not appear to be gratuitous. Lastly, the Parish has a reasonable expectation for receiving equivalent value in exchange for the expenditure of public funds thru receipt of revenue from projected public usage fees, tournament and league play revenue (open to all interested leagues, associations, and schools), and thru sales tax, hotel/motel tax and other associated economic benefit from the hosting of these types of tournaments and events that would otherwise take place in other communities.

**TOTAL EXPENDITURE**

\$36,000

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

**COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)**

PARISHWIDE

1

2

3

4

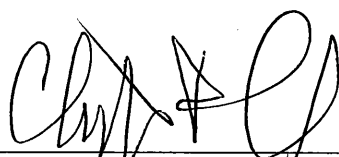
5

6

7

8

9

  
Christopher Pulaski, PLA  
Planning & Zoning Director

9/7/17  
Date



OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

A Resolution authorizing the Parish President, on behalf of the Terrebonne Parish Consolidated Government, to execute a lease agreement for the 10-Court Tennis Complex (attached hereto as Exhibit A), develop reasonable terms and conditions associated with a Request for Qualifications for a tennis professional and subsequent contract for such services subject to review and approval by Parish Legal Department, job descriptions for part-time staff, and an associated financial plan to make Terrebonne Parish whole for the purposes of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available and execute associated agreements;

WHEREAS, with the closing of Renaissance Health & Racquet Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for individual play and/or lessons; and

WHEREAS, the public purpose and the legal authority to pursue this opportunity is identified in Section 2-78 of the Parish Code of Ordinances which states that TPCG thru its Parks and Recreation Department shall direct and be responsible for recreation and recreational facilities and other such responsibilities as may be directed by the president; and

WHEREAS, the services required to operate such a facility shall be provided at no direct cost to the Parish, the expenditure does not appear to be gratuitous; and

WHEREAS, the Parish has a reasonable expectation for receiving equivalent value in exchange for the expenditure of public funds thru receipt of revenue from projected public usage fees, tournament and league play revenue (open to all interested leagues, associations, and schools), and thru sales tax, hotel/motel tax and other associated economic benefit from the hosting of these types of tournaments and events that would otherwise take place in other communities; and

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, State of Louisiana, agree to authorize the Parish President to execute a lease agreement for the 10-Court Tennis Complex (attached hereto as Exhibit A), develop reasonable terms and conditions associated with a Request for Qualifications for a tennis professional and subsequent contract for such services subject to review and approval by Parish Legal Department, job descriptions for part-time staff, and an associated financial plan to make Terrebonne Parish whole for the purposes of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available and execute associated agreements.

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

\* \* \* \* \*

---

VENITA CHAUVIN, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**LEASE AGREEMENT AND SERVITUDE OF USE  
BETWEEN  
INVESTMENTS BY WELCH, L.L.C.  
AND  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

\*\*\*\*\*

**STATE OF LOUISIANA**

**PARISH OF TERREBONNE**

**BE IT KNOWN**, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, this Cooperative Endeavor Lease Agreement (“Lease Agreement”), is hereby made and entered into by and between:

**I. PARTIES AND PREAMBLES**

- 1.1 **INVESTMENTS BY WELCH, L.L.C.**, (Tax I.D. xx-xxx4772) a Louisiana Limited Liability Company, domiciled in the Terrebonne Parish, Louisiana, represented herein by Mark Gerard Welch, its Managing Member, by virtue of authority granted in under Certificate of Authority, a copy of which is attached hereto and made a made a part hereof as Exhibit B, and whose mailing address is 577 South Hollywood Road, Houma, LA 70360, (hereinafter referred to as “Lessor”), and
  
- 1.2 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish Louisiana, represented herein by Gordon E. Dove, its Parish President, by virtue of authority under Terrebonne Parish Council Resolution No. 17-174, a copy of which is attached hereto and made a part hereof as Exhibit \_\_\_\_\_, and whose mailing address for purposes herein is 8026 Main Street, Houma, LA 70360, (hereinafter referred to as “TPCG” and/or “Lessee”),

(individually “Party” and collectively “Parties”), who, having been duly sworn, enter into this Lease subject to the following obligations, promises, terms and conditions:

**WITNESSETH:**

- 1.3 WHEREAS, Article VII, Section 14 of the Louisiana Constitution 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
  
- 1.4 WHEREAS, with the closing of Renaissance Health & Racquet Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for individual play and/or lessons; and
  
- 1.5 WHEREAS, Investments by Welch, L.L.C. owns certain real and immovable property and improvements situated in Terrebonne Parish, Louisiana, which includes a multi-court tennis facility complex and has offered to lease same to TPCG for the public purposes and uses specifically set forth herein; and

1.6 WHEREAS, in order to make TPCG whole, the TPCG has been presented with and the Terrebonne Parish Council has approved an associated financial plan outlining the financing of the operation, and maintenance costs of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available; and

1.7 WHEREAS, in consideration of the potential economic, recreational, cultural, educational, and social benefits the recreational multi-court tennis facility complex will bring to the parish, TPCG now desires to enter into a cooperative endeavor agreement to lease the said Leased Premises from Investments by Welch, L.L.C., for the purposes of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament post play until such time as similar permanent public facilities are made available; and for any other purpose stated herein; and

1.8 WHEREAS, the expenditures according to this cooperative endeavor lease, taken as a whole, do not appear to be gratuitous; and

1.9 WHEREAS, TPCG finds that it has a demonstrable, objective, and reasonable expectation for receiving at least equivalent value in exchange for the expenditure of public funds through the receipt of revenue from projected public usage fees, tournament and league play revenue (open to all interested leagues, associations, and schools), and through sales tax, hotel/motel tax and other associated economic benefit from the hosting of these types of tournaments and events that would otherwise take place in other communities; and

1.10 WHEREAS, the public purpose and the legal authority to pursue this opportunity is identified in Section 2-78 of the Parish Code of Ordinances which states that TPCG thru its Parks and Recreation Department shall direct and be responsible for recreation and recreational facilities and other such responsibilities as may be directed by the president; and

1.11 WHEREAS, the Parish President is authorized, pursuant to Resolution No. 17-174 of the Terrebonne Parish Council to sign this agreement on behalf of the TPCG.

## **II. LEASED PREMISES**

2.1 Effective on the Lease Effective Date, as set forth herein, Investments by Welch, L.L.C. does by these presents, leases to TPCG and TPCG hereby leases from Investments by Welch, L.L.C. the following described immovable property with improvements and attachments situated in the Parish of Terrebonne, State of Louisiana (hereinafter referred to as the “Leased Premises”), depicted in and more fully described in the property description attached hereto and incorporated herein and marked as Exhibit A and Plat of layout incorporated herein and marked as Exhibit B (NOTE: TPCG will do a ALTA/ACSM Survey of the property and surveyed Plat prior to the signing of this Lease Agreement.)

## **III. PURPOSE OF LEASE; USE OF LEASED PREMISES**

3.1 Purpose and Permitted Uses. The Leased Premises herein leased to Lessee shall be used for the purpose of providing a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available. Lessee has the authority to sell sponsorships and/or accept donations for sponsorships.

3.2 Operations Generally. Subject to public access as set forth below, Lessee shall have control of the operations of the recreational tennis facility and improvements thereon.

3.3 Controlled Public Access. Lessee agrees that, subject to the terms and conditions of this Lease, during the Lease term, the citizens of Lessee shall have the right of controlled access of the specifically identified public areas of the Leased Premises, subject to reasonable regulation by Lessee which is customary and appropriate for similar parks.

3.4 Warranty. Lessor warrants to Lessee that it is the owner of the above described Leased Premises and all improvements incorporated and attached thereto. Lessor has the exclusive authority to lease the Leased Premises. Lessor warrants that the Leased Premises is in good

condition suitable for its intended uses. Lessor warrants that the Leased Premises does not contain defects, environmental, and/or hazardous waste conditions.

3.5 Prior to delivery and occupancy, Lessor agrees, at its sole expense, that Lessor shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, parish and municipal authorities, now or hereafter in effect, which may impose any duty that imposes any obligations that affect the use of the Leased Premises by Lessee, such as the Americans with Disabilities Act of 1990, 42 U.S.C.A. §§ 12181 et seq., Building and Code Regulations. Lessor promises that at time of delivery of occupancy, the Leased Premises is in compliance with and meets all required federal, state, and local laws, regulations, ordinances, and rules for Lessee's intended use.

3.6 Return of Property. Lessee shall exercise due care in its use and occupancy of the Leased Premises. At the expiration or earlier termination of the Lease, Lessee shall deliver the Leased Premises to Lessor in reasonable condition except ordinary wear, tear, and depreciation which Lessor acknowledges shall occur.

#### **IV. CONSIDERATION**

##### **4.1 CONSIDERATION**

Lessee hereby agrees to pay Lessor and Lessor agrees to accept payment in accordance with this lease agreement, as follows:

4.1.1 Rental. Lessee shall pay to Lessor a rental fee in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) per month.

4.1.2 Due Date. Rent for the first month of the lease shall be payable upon execution of this agreement. Thereafter, the rent shall be due and payable on the first day of each calendar month. If the actual commencement date is different from that prescribed herein, adjustment shall be made in the rent, accordingly.

4.1.3 Payments. All payments due under this lease shall be made to and in the name of Investments by Welch, L.L.C. payable at 577 South Hollywood Road, Houma, LA 70360. Lessor may from time to time designate other persons and places for payment of rent by giving written notice to Lessee.

##### **4.2 OTHER CONSIDERATION**

4.2.1 Utility Charges. Lessee shall pay costs of the following utilities: electrical, sewer service, telephone, water, disposal, hookups, meter installation costs, connections and necessary deposits.

4.2.2 Taxes. In consideration of this Lease, Lessor agrees to be responsible for all and to promptly pay all real estate and property taxes, assessments, and other governmental charges, general and specific, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Leased Premises. Lessee agrees to pay all other lawful taxes that may arise out of the business activities on the leased premises, including but not limited to sales taxes.

4.2.3 Additional Costs and Expenses. No additional costs or expenses incurred by either party in performance of this lease agreement shall be reimbursed or paid by the other party unless stated in this agreement.

4.3 The consideration paid herein shall be consideration for this entire Lease Agreement.

#### **V. EFFECTIVE DATE AND TERM**

5.1 The primary term of this Lease shall be for a period of three (3) years and shall commence on \_\_\_\_\_, 2017 and terminate at midnight on \_\_\_\_\_, 2017.

## **VI. RENEWAL OF TERM**

6.1 Option to Renew: Lessor grants unto Lessee the right, option and privilege to renew and extend this Lease for an additional term of two (2) years after the expiration of its original terms, under the same promises, obligations, terms and conditions as provided with respect to the primary terms herein, or any modifications otherwise agreed to by the parties

6.2 Exercise of Option: This lease shall renew itself automatically for an additional two (2) year term unless either party notifies the other in writing on or before 31<sup>st</sup> day prior to the expiration of the initial or any renewal term that renewal of the lease is not desired.

6.3 Notice: Lessee shall give written notice to Lessor, no less than thirty (30) days prior to the expiration of any existing three-year period, that Lessee desires to terminate and cancel this Lease Agreement.

## **VII. INSPECTION, MAINTENANCE, AND REPAIR**

7.1 Inspection. Lessee will allow Lessor the right to enter upon the said Leased Premises at any time upon notice to Lessor and without disruption to operations for the purpose of inspection.

7.2 Lessee's Maintenance and Repair Obligations. Lessee, at its expense, shall perform all maintenance, repairs, and replacements to the Leased Premises, all as necessary to keep the interior portions, as well as the exterior of the Leased Premises in good order, repair and operation, normal wear, tear, depreciation and structural defects excepted, during the term of this Lease Agreement.

## **VIII. ALTERATIONS OR ADDITIONS**

8.1 Lessee shall not make any alterations or additions, excluding repairs to the Leased Premises, without obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld. Any and all alterations or additions made by Lessee with the consent of Lessor, shall become the property of Lessor upon termination of this lease, without compensation therefore to Lessee, provided that Lessor shall have the right to require that Lessee, prior to the termination of this lease, remove all such alterations or additions and restore the Leased Premises to its condition at the time of the commencement of this lease, subject to its normal wear, tear and depreciation.

8.2 Any such alterations or additions made by Lessee shall be made at Lessee's cost and Lessee warrants that such work shall be done in a workmanlike manner.

## **IX. INSURANCE**

9.1 For the duration of this Lease Agreement, as well as any and all subsequent renewal periods, Lessee agrees to maintain, at its sole cost and expense, the following insurance:

9.1.1 General Liability Insurance. Subject to self-retention limit of \$500,000.00, Lessee shall maintain General Liability Insurance against claims for bodily injury, personal injury and property damage occurring on the Leased Premises. Such insurance shall afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the contractual liability of Lessee to Lessor assumed hereunder, and the limit of this coverage shall be a minimum of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage – extended coverages.

9.1.2 Fire, Wind, Hurricane and Flood Insurance. Lessee shall maintain insurance for fire, wind, hurricane, and flood protection covering the Leased Premises. Such insurance shall afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the fire legal liability, and the limit of this coverage shall be a minimum of \$1,000,000.00. Flood insurance shall be for the maximum policy limits provided under the flood program of the National Flood Insurance Program.

- 9.1.3 Lessor shall be named as an additional insured and be granted a waiver of subrogation by the insurance carrier in the policies providing such coverage.
- 9.1.4 Lessee shall provide a Certificate of Insurance, evidencing such insurance coverage, to Lessor prior to the commencement date of this Lease Agreement.
- 9.1.5 Each insurance policy required by this Lease Agreement shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by Lessee without thirty (30) days prior-written notice by certified mail, return receipt requested, to Lessor.
- 9.1.6 Said insurance shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana.
- 9.1.7 In the event the above insurance coverage is subject to deductible clauses, Lessee agrees to bear full costs of such deductibility.

## **X. INDEMNIFICATION**

10.1 Lessor agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Lessor, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the Terrebonne Parish Consolidated Government, its departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the Lessor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

10.2 Lessee agrees to defend, indemnify, save, and hold harmless the Lessor, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Lessee, its agents, servants, officers, and/or employees, including volunteers, related to the performance or nonperformance of the Agreement herein entered into, except for losses or injuries occurring as the result of the sole negligence of the Lessor, their officers, agents, servants and employees, including volunteers. Further, and a result of any such claims, lawsuits and demands, the Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

## **XI. ENTIRE AGREEMENT/AMENDMENT**

11.1 The recitation and preambles of this agreement are hereby made a part of the terms and conditions of this agreement.

11.2 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may

be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

## **XII. COMPLIANCE WITH LAWS**

12.1 The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws, ordinances, and permitting requirements in carrying out the provisions of this agreement.

## **XIII. SEVERABILITY**

13.1 If any term, covenant, condition, or provision of this Lease Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **XIV. FINANCIAL DISCLOSURE**

14.1 Lessee may be audited in accordance with La. R.S. 24:513. If the amount of public funds received by the Lessor is below the amount for which an audit is required under La. R.S. 24:513, the Lessee shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

## **XV. AUDIT CLAUSE**

15.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the Lessor which relate to this Agreement, upon request.

## **XVI. NON-COLLUSION AFFIDAVIT**

16.1 In accordance with La. R.S. 38:2224, Lessor declares that it has provided Lessee with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibit C and incorporated and made a part of this Lease Agreement.

## **XVII. DEFAULT**

17.1 In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

17.2 If either party defaults on this Lease Agreement, breaches the terms of the Lease Agreement, ceases to do business, or ceases to do business in Louisiana, it shall be required to repay the aggrieved party. However, Lessor or Lessee shall place in writing this default to the other party as soon as practical. Lessor or Lessee shall be granted a reasonable time to cure default, not to exceed thirty (30) days from date of notice.

## **XVIII. NOTICES**

18.1 All notices and other communications pertaining to this Lease Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, the other party addressed as follows:

### **18.1.1 AS TO THE LESSOR:**

Investments by Welch, L.L.C.  
Attn: Mark Gerard Welch, Managing Member  
577 South Hollywood Road  
Houma, LA 70360

18.1.2 AS TO THE LESSEE:

Terrebonne Parish Consolidated Government  
Attn: Gordon Dove, Sr., Parish President  
8026 Main Street  
Houma, LA 70360

**XIX. FORCE MAJEURE; DAMAGE BY FIRE**

19.1 Except as provided by any insurance coverage subject to this Lease Agreement, the Lessor and Lessee agree that the performance of this Lease Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations, vandalism, and acts of third parties.

19.2 Notwithstanding Article X and Section 19.1 hereinabove, in the event the Leased Premises are damaged or destroyed by fire or other event known as Force Majeure, Lessee shall be responsible subject to the limits of its insurance coverage regardless of the fault and/or cause of the resulting damage or destruction to the Leased Premises therein.

**XX. NO WAIVER**

20.1 The failure of the either party to enforce any of the terms of this Lease Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

**XXI. ASSIGNMENT AND ENCUMBRANCE; RELEASE OF LESSOR ON SALE**

21.1 Lessee shall not sublease, assign, sell, encumber or transfer any of its obligations under this Lease Agreement by assignment, transfer, or novation, without prior written consent of the other party. Notice of any such assignment or transfer shall be furnished promptly to the other party.

21.2 Notwithstanding anything contrary to this Lease Agreement, the Lessee and Lessor agree that this Lease is also a Servitude of Use and is a real right running with the property.

21.3 Upon a sale or transfer by Lessor to a subsequent purchaser or transferee thereof, the purchaser or transferee by virtue of such sale or transfer shall be subject to this Lease Agreement.

**XXII. SIGNS BY LESSEE**

22.1 Lessee shall have the right to erect and maintain signs on the Leased Premises at Lessee's costs.

**XXIII. RELATIONSHIP BETWEEN THE PARTIES**

23.1 Lessor and Lessee are engaged for the purposes set forth in this Lease Agreement. The relationship between Lessor and Lessee shall be, and only be, that of Lessor and Lessee, and the Lessor shall not be construed to be an employee, agent, partner of, or in joint venture with Lessee.

**XXIV. ACKNOWLEDGMENT OF EXCLUSION  
OF WORKERS' COMPENSATION COVERAGE**

24.1 Lessor and Lessee expressly agree that Lessor is an independent contractor, and, as such, expressly agree that Lessee shall not be liable to Lessor or to anyone employed by Lessor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.



## **XXV. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

25.1 Lessor and Lessee expressly declare and acknowledge that Lessor is an independent contractor, and, as such, is being engaged by Lessee under this Agreement and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

25.1.1 Lessor will be free from any control or direction by the Lessee over the performance of the services covered by this Agreement;

25.1.2 The services to be rendered by Lessor are outside the normal course and scope of Lessor's usual business; and

25.1.3 Lessor is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither Lessor nor anyone employed or contracted by Lessor shall be considered an employee of Lessee for the purpose of unemployment compensation coverage.

## **XXVI. EMPLOYMENT OF TPCG PERSONNEL**

26.1 Lessor certifies that it has not employed and will not employ any person to engage in the performance of this Lease Agreement who is, presently, or at the time of such employment, an employee of Lessee.

26.2 Lessee certifies that any and all personnel and/or part-time staffers employed by Lessee to engage in the performance of this Lease Agreement are employees of Lessee.

## **XXVII. AGREEMENT WITH TENNIS PROFESSIONAL**

27.1 Lessor and Lessee agree that any Agreement with a Tennis Professional and/or independent contractor, and/or the use of facility by members and public, whether for fee or not, shall not be considered a sublease of this Lease Agreement.

## **XXVIII. CONFLICTS OF INTEREST**

28.1 Lessor certifies (and this Lease is made in reliance thereon) that neither Lessor nor any person having an interest in this Lease Agreement by, through or under Lessee, is an officer of Lessee or is affiliated in any way with TPCG.

## **XXIX. GOVERNING LAW**

29.1 The validity, interpretation, and performance of this Lease Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the state of Louisiana.

## **XXX. CLAIMS OR CONTROVERSIES**

30.1 The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

## **XXXI. CODE OF ETHICS**

31.1 Lessor and Lessee acknowledge that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Lessee in the performance of rental services called for in the Lease Agreement. Lessor and Lessee agree to immediately notify the each other if potential violations of the Code of Governmental Ethics arise at any time during the term of the Lease Agreement.

## **XXXII. DISCRIMINATION CLAUSE**

32.1 Lessor and Lessee agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Lessor and Lessee agree to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Lessor and Lessee, including their agents or employees, agree not to discriminate in its employment practices, and will render the performance of the terms, conditions, covenants and obligations under this Lease Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Lessor and Lessee acknowledge and agree that any act of unlawful discrimination committed by Lessor or Lessee, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Lease Agreement.

## **XXXIII. COVENANT AGAINST CONTINGENT FEES**

33.1 Lessor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Lessor, to solicit or secure this Lease Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Lessor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Lease Agreement. For breach or violation of this warranty, Lessee shall have the right to annul this Lease Agreement without liability or, in Lessee's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **XXXIV. TERMINATION**

### **34.1 TERMINATION OF THE CONTRACT**

34.1.1 For Cause. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other to comply with the terms and conditions of the contract, provided that the terminating party shall give the breaching party provide the other written notice specifying its failure and a reasonable opportunity to cure the defect.

34.1.2 For Convenience. Lessee may terminate the contract at any time by giving thirty (30) days written notice to Lessor of such termination or negotiating with Lessor an effective date for termination.

34.1.3 For Non-Appropriation of Funds. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Lease Agreement are not appropriated by Lessee in any fiscal year covered by this contract, this agreement may be terminated by the Lessee giving notice to Lessor of such facts and Lessee's intention to terminate its financial obligation.

34.1.4 Force Majeure. If Lessee is not able to use the Leased Premises or any part of the Leased Premises for thirty (30) days or more due to a fortuitous event caused by force majeure, Lessee, at its sole option, can terminate this lease agreement and does not owe consideration for the remainder of the lease.

### **34.2 SURVIVING TERMS**

34.2.1 In the event this Contract is terminated for any reason, whatsoever, Articles IV, X, XI, XIII, XIV, XV, XVII, XXIX, and XXX of this Lease Agreement shall survive termination.

## **XXXV. AUTHORITY OF SIGNORS**

35.1 Both parties represent and warrant that the signors hereto are fully authorized to execute and sign this Lease Agreement on its behalf and a copy evidencing such authority is annexed hereto and made a part hereof at time of execution.

**XXXVI. SIGNATURES OF THE PARTIES**

**38.1 LESSOR**

**THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

**WITNESSES:** **INVESTMENTS BY WELCH, L.L.C.**

\_\_\_\_\_  
**Printed:**\_\_\_\_\_ **BY:** \_\_\_\_\_  
**MARK GERARD WELCH**  
**MANAGING MEMBER**

\_\_\_\_\_  
**Printed:**\_\_\_\_\_

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

**38.2 LESSEE**

**THUS DONE AND SIGNED** on this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma, Parish of Terrebonne, State of Louisiana, after due reading of the whole.

**WITNESSES:** **TERREBONNE PARISH**  
**CONSOLIDATED GOVERNMENT**

\_\_\_\_\_  
**Printed:**\_\_\_\_\_ **BY:** \_\_\_\_\_  
**GORDON E. DOVE**  
**PARISH PRESIDENT**

\_\_\_\_\_  
**Printed:**\_\_\_\_\_

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

## EXHIBIT A

### LEGAL DESCRIPTION

**I. LOT 2 BEING A 0.336 ACRE TRACT OF LAND BELONGING TO CMW INVESTMENTS, INC. LOCATED IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA**

Commencing at the intersection of the northerly right-of-way line of Southdown West Blvd. and the westerly right-of-way line of St. Charles Street;

Thence, N 26 degrees 15 minutes 23 seconds E a distance of 187.44' to a found ½" galvanized iron pipe;

Thence, N 26 degrees 15 minutes 23 seconds E a distance of 87.79' to a set ¾" galvanized iron pipe; said point of being the point of beginning.

Thence, N 59 degrees 45 minutes 41 seconds W a distance of 167.06' to a set ¾" galvanized iron pipe;

Thence, N 26 degrees 18 minutes 19 seconds E a distance of 87.86 feet to a ½" iron rod;

Thence, S 59 degrees 44 minutes 06 seconds E a distance of 166.99' to a set ¾" galvanized iron pipe;

Thence, S 26 degrees 15 minutes 23 seconds W a distance of 87.79' to the point of beginning.

All as more fully shown on a plat entitled "Survey and Division of Tract-A2 along St. Charles Street Belonging to CMW Investments, Inc. Located in Section 102, T17S-R17E, Terrebonne Parish, Louisiana," dated December 16, 1999, and revised January 10, 2000 and January 18, 2000, and recorded at Entry No. 1069924, Terrebonne Parish, Louisiana; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

The above described property being previously described as follows:

That certain tract of land known as Tract "A" along St. Charles Street Extension, located in Section 102, T17S-R17E, Terrebonne Parish, Louisiana, more particularly described as follows: Commencing at a point designated at "A", the point of beginning, and being located S 50 degrees 29 minutes 48 seconds W, a distance of 6,292.40 feet from U.S.C. & S. Monument "Houma"; Thence, S 59 degrees 44 minutes 06 seconds E, a distance of 248.05 feet to a point designated as "B" and located on the western right-of-way line of St. Charles Street Extension; Thence, S 26 degrees 18 minutes 19 seconds W, along the aforementioned right-of-way line a distance of 175.61 feet to a point designated as "C"; Thence, N 59 degrees 44 minutes 06 seconds W, a distance of 248.05 feet to a point designated as "D"; Thence, N 26 degrees 18 minutes 19 seconds E, a distance of 175.61 feet to a point, designated as "A"; being the point of beginning, and containing 1.00 acres, all as more fully shown on a survey plat by T. Baker Smith & Son, Inc., dated February 24, 1978, and titled "Valhi, Inc. Survey of Tract "A" along St. Charles Street Extension located in Section 102, T17S-R17E, Terrebonne Parish, Louisiana", and dated February 24, 1978, recorded at Entry No. 673469 of the records of Terrebonne Parish Clerk of Court.

**LESS AND EXCEPT:**

- a. That portion of the property described above sold by Bayou Barge Company, Inc., et al, to Clayton C. Braxton and Craig M. Walker by act dated May 13, 1994, recorded at COB 1417, folio 301, Entry No. 936974 of the records of the Terrebonne Parish Clerk of Court, which portion is depicted on the map or plat entitled "Survey of Tract A-B-C-D-E-F-G-H-I-A Renaissance II Health & Racquet Club in Section 102, T17S-R17E, Terrebonne Parish, Louisiana" dated May 2, 1994, prepared by Keneth L. Rembert, Surveyor, and recorded at COB 1417, folio 301, Entry No. 936974 of the records of Terrebonne Parish Clerk of Court.

- b. That portion of property sold by CMW Investments, Inc. to RX L.L.C. by act dated May 11, 2000, recorded at COB 1688, folio 426, Entry No. 1071106 of the records of Terrebonne Parish Clerk of Court, which more particularly described as Lot 1, a 0.336 acre tract of land belonging to CMW Investments, Inc., which is depicted on the map entitled "Survey and Division of Tract – A2 Along St. Charles Street Belonging to CMW Investments, Inc. Located in Section 102, T17S-R17E, Terrebonne Parish, Louisiana," dated December 16, 1999, and revised January 10, 2000 and January 18, 2000, and recorded at Entry No. 1069924, Terrebonne Parish, Louisiana.

Bearing a municipal address of 106 Southdown West Boulevard, Houma, LA 70360.

-- AND --

**II. TRACT A-B-C-D-E-F-G-H-I-A ON A MAP ENTITLED "SURVEY OF TRACT A-B-C-D-E-F-G-H-I-A RENAISSANCE II HEALTH & RACQUET CLUB IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA".**

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, containing 6.360 acres, shown and designated as Tract A-B-C-D-E-F-G-H-I-A on a map entitled "Survey of Tract A-B-C-D-E-F-G-H-I-A Renaissance II Health & Racquet Club in Section 102, T17S-R17E, Terrebonne Parish, Louisiana", prepared by Keneth L. Rembert, Land Surveyors, dated May 2, 1994, recorded at Entry No. 936974, Terrebonne Parish, Louisiana; said tract commencing at U.S.C. & G.S. Station "Houma";

Thence S 51 degrees 52 minutes 38 seconds W a distance of 5,973.76 feet to Point "A", to point of beginning;

Thence S 26 degrees 18 minutes 19 seconds W a distance of 351.22 feet to Point B;

Thence S 59 degrees 44 minutes 06 seconds E a distance of 81.06 feet to Point C;

Thence S 26 degrees 18 minutes 19 seconds W a distance of 369.72 feet to Point D; Said point being on the northerly right of way line of Southdown West Boulevard;

Thence N 66 degrees 51 minutes 43 seconds W along said right of way line a distance of 51.16 feet to Point E;

Thence N 59 degrees 44 minutes 06 seconds W along said right of way line a distance of 250.26 feet to Point F;

Thence N 30 degrees 15 minutes 54 seconds E a distance of 200 feet to Point G;

Thence N 59 degrees 44 minutes 06 seconds W a distance of 200 feet to Point H;

Thence N 30 degrees 15 minutes 54 seconds E a distance of 525.56 feet to Point I;

Thence S 59 degrees 44 minutes 06 seconds E a distance of 370.18 feet to Point A, the point of beginning; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Being the same properties acquired by G & M Industries, L.L.C. from CMW Investments, L.L.C., by act before Craig J. Landry, Notary Public, dated December 31, 2010, recorded under File No. 1364344 and in COB 2224, folio 556.

Bearing a municipal address of 1316 Saint Charles Street, Houma, LA 70360.

**III. Lessee hereby acknowledges that this Lease Agreement is subject to any and all recorded rights, ways, privileges, servitudes, mortgages, subordinations' and liens thereunto belonging or in anywise appertaining to the Leased Premises herein. Lessee further acknowledges that this Lease Agreement will be subordinate to any and all mortgages by Lessor and/or any of the stockholders and/or any of the owners and/or members of Lessor place on the Leased Premises in any manner related to financing and/or refinancing. Lessee understands and agrees that from time to time some special document may be needed to subordinate this Lease Agreement to the afore described mortgages and that Lessee will fully cooperate and execute any subordination documents by lender.**

**EXHIBIT B**

**CERTIFICATE OF AUTHORITY**

The undersigned, being a Managing Member of Investments by Welch, L.L.C., and acting in such capacity, hereby certifies that:

1. That Investments by Welch, L.L.C., is a Louisiana Liability Company, duly organized under the laws of the State of Louisiana, created by act before Marie M. Taylor, Notary Public, dated August 18, 2005, filed and registered in the Office of the Louisiana Secretary of State, on August 26, 2005 as a Member-Managed LLC;
2. That he is a duly authorized Managing Member of Investments by Welch, L.L.C.;
3. That Investments by Welch, L.L.C. is entering into a Cooperative Endeavor Agreement with Terrebonne Parish Consolidated Government for the Lease of Immovable Property, namely a 10-Court Tennis Complex (formerly Renaissance Health & Racquet Club) for the purposes of providing TPCG with a recreational, multi-court tennis facility complex capable of hosting individual, league, and tournament play until such time as similar permanent public facilities are made available and execute associated agreements; and
4. That he is hereby authorized, empowered and directed to act for and on behalf of Investments of Welch, L.L.C.; and
5. That he is hereby authorized as its Managing Member to negotiate, sign, and execute a Cooperative Endeavor Agreement with Terrebonne Parish Consolidated Government for the Lease of Immovable Property.

Date: \_\_\_\_\_

INVESTMENTS BY WELCH, L.L.C.

By: \_\_\_\_\_  
MARK GERARD WELCH  
MANAGING MEMBER

**EXHIBIT C**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

MARK GERARD WELCH

who after being first duly sworn, deposed and said that:

1. Affiant declares that he is a duly authorized Managing Member of Investments by Welch, L.L.C., the party who is entering into a cooperative endeavor agreement with Terrebonne Parish Consolidated Government for the lease of immovable property;
2. Affiant declares that the rental agreement is genuine and not conspired, connived or agreed, and that the said party has not colluded, conspired, connived or agreed, directly or indirectly sought by agreement or collusion, or communication conference, with any person, to fix the rental price of affiant or of any other party, or to fix any overhead, profit, or cost element of said rental price, or of that of any other party or to secure any advantage against the Terrebonne Parish Government or any other party interested in the proposed agreement; and that statements in said agreement are true.
3. Affiant further declares that he will, in all respects, comply with the public contract and lease laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes.

INVESTMENTS BY WELCH, L.L.C.

By: \_\_\_\_\_  
MARK GERARD WELCH  
MANAGING MEMBER

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 2017.

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

## **Tennis in Terrebonne Parish – Option to Lease Courts at Renaissance**

With the closing of Renaissance Health Club and its 10 tennis courts, many of the tennis players in Terrebonne Parish (including a number of schools) have found themselves without a venue for organized tournament or league play and without a place to reserve courts for play. There are a number of public courts scattered throughout the parish, and the various districts are working to repair them. Ellendale Country Club has four courts, but the cost to join is \$80 per month. The Bayou Country Sports Park on Hwy 311 has an 8-court facility as part of the master plan and proposed City Park/Airbase has 6-court facility planned, but that is still several years out. After reviewing costs, trends, and facility usage with former and current tennis professionals, TPCG Planning & Zoning Department in conjunction with the Parks & Recreation Department has prepared the following outline of how the facility would operate and how funding would be structured.

1. TPCG would lease tennis courts from Mr. Welsh (owner) for a period of 3 years with an option for additional 2 years (this would allow ample time for complexes). Cost for lease would be \$2,000 per month. Leased area would include entire tennis facility, walking track, and parking lot with access from St. Charles Street and Southdown West Boulevard.
2. Parish Council would need to declare the courts a public recreation facility for insurance purposes and to allow for extended hours of operation.
3. Parish would enter in to CEA with tennis pro who would be a contract vendor with the Parish in response to public RFQ.
4. TPCG would need to identify initial funding source, but total amount would be reimbursed through public memberships, daily court usage fees, and portion of tournament/league play with any monthly shortfalls to be supplemented by the tennis pro.
5. Tennis pro would retain all profits from lessons less court usage fees or any monthly lease supplement payments\*.
6. Parish would be responsible for staffing up to 4 part-time positions thru Parks and Rec Dept with immediate supervision and scheduling to be responsibility of tennis pro. Parish would be primarily responsible to advertise, hire and terminate PT staff with input from tennis pro.
7. Parish would be responsible for and replacement of facility items such as nets, court surfacing, equipment, light bulbs, water coolers, restroom supplies, garbage bags, and grass cutting. Parish also responsible for payment of utilities limited to water, sewer, electric, gas, and solid waste removal.
8. Pro is responsible for daily cleaning of facility including trash removal, pro shop, restrooms, and purchase of cleaning supplies utilizing PT staff for labor. Pro also responsible for providing cups for water coolers on courts.
9. Pro and PT staff would be responsible for all court scheduling and monitoring.
10. Pro-shop inventory is the responsibility of the tennis pro and all profits from pro-shop are retained by the tennis pro.
11. Revenue generated from tournaments, leagues, and other group agreements (such as schools) would be split between the Parish (30%) and the pro (70%).



12. Of the 10 courts, unless otherwise specified and duly advertised prior to the event, eight courts will be subject to membership/daily usage fees and will require advance scheduling and two courts will be kept open for public play at no charge on a first-come basis.
13. Note that certain league or tournament will require minimum number of dedicated courts (ex – local school requires daily use of 6 courts between 3pm-6pm for practice).
14. Owner has agreed to allow TPCG to place signage either at St. Charles or Southdown West Blvd entrances.
15. All aspects of the facility (membership info, daily usage fees, facility rules, tournament and league usage, etc.) will require adequate signage.
16. Hours of operation and use shall conform to all applicable local codes and ordinances.

### Expenses (per month)

|                                |              |      |                |
|--------------------------------|--------------|------|----------------|
| Utilities                      |              | 200  | TP             |
| Mntc (incl grass avg/yr)       |              | 500  | TP             |
| Pro Shop                       | Personnel    | 1800 | TP             |
| ** \$8.00/hr, M-F 3-9, S/S 8-8 |              |      |                |
|                                | 54 hour week |      |                |
| Court/Facility Supplies        |              | 500  | TP             |
| Property Lease                 |              | 2500 | (Recover)      |
|                                |              |      | \$5,500        |
| Total                          |              |      | TP(\$36k/year) |

### Income (per month)

|             |  |      |         |
|-------------|--|------|---------|
| Lessons     |  | n/a  |         |
| Pro Shop    |  | n/a  |         |
| Memberships | Single 50 @ \$40   | 2000 |         |
|             | Couple 20@ \$50  | 1000 |         |
|             | Family 20 @ \$60   | 1200 |         |
|             | Student 30@ \$25   | 750  |         |
| Court Fees  | 10/day @ \$5   | 1500 |         |
|             | \$5 1 <sup>st</sup> hour and \$3 each additional hour or \$15 for entire day |      |         |
| Tournaments | 70/30% split   | 300  |         |
| Leagues     | 70/30% split   | 100  |         |
|             |  |      | \$6,850 |
| Total       |  |      |         |

**\*Monthly Supplement Payment by Tennis Pro to Parish:**

Example – Monthly lease is \$2,000. Say combination of revenue from monthly memberships and daily usage fees are collected at \$1,500, then the pro will supplement the Parish's lease for \$500. If revenue from monthly memberships and daily usage fees exceed \$2,000 then any overage will be split 70/30% with 70% to the pro. Overages collected by the Parish could be placed into a dedicated budget within the Parks and Rec Department for future tennis facility maintenance.