
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Alidore "Al"	
Marmande	Chairman
Mr. Gerald Michel	Vice-Chairman
Mr. John Navy	Member
Ms. Arlanda Williams	Member
Mr. Scotty Dryden	Member
Ms. Christa Duplantis-	Member
Prather	Member
Mr. Darrin W. Guidry,	Member
Sr.	Member
Mr. Dirk Guidry	
Mr. Steve Trosclair	



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

July 10, 2017
5:35 PM

Parish Council Meeting Room

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

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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. Introduction of an ordinance to Revoke the Dedication of the 40 Foot Wide Unimproved Portion of Katherine Street between the Eastern Right-Of-Way of Pecan Street to Its Terminus at the Gulf Intracoastal Waterway; calling a public hearing on July 26, 2017 at 6:30 p.m. and to Address Other Matters Relative Thereto.
2. Consider the introduction of an ordinance to create a "No Parking Zone" in front of 1810 Ridgfield Avenue and call a public hearing on said matter on Wednesday, July 26, 2017 at 6:30 p. m.
3. Discussion and possible action with regards to complaints and maintenance of Parish property off of Short Street.

4. RESOLUTION: Authorizing execution of a Cooperative Endeavor Agreement with Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program for Terrebonne Parish, Louisiana.
5. RESOLUTION: Providing approvals of the Federal Off-System Bridge Priority List for the 2017-2019 Federal Off-System Highway Bridge Program. Every three years otherwise known as a selection cycle, an Off-System Bridge Priority List is adopted by the Parish Government as a requirement to receive allocations from the Federal Off-System Highway Bridge Program.
6. RESOLUTION: Authorizing the execution of Change Order No. 4 for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements & Extension Phase III. Boudreaux Canal to Lashbrook Pump Station, Terrebonne Parish, Louisiana.
7. RESOLUTION: Awarding and authorizing the signing of the construction Contract for Parish Project No. 16-HMGP-29, Critical Facilities Hardening – Generating Station, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.
8. RESOLUTION: 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.
9. RESOLUTION: Providing approval of Amendment No. 6 to the Engineering Agreement for Parish Project No. **13-DRA-32, St. Louis Canal Road Drainage Improvements**, Terrebonne Parish, Louisiana.
10. RESOLUTION: Providing for the ratification of the appointment and by Parish President Gordon E. Dove of the firm of GIS Coastal Design & Engineering to provide professional services to determine the feasibility and public purpose of flood protection in the vicinity of Ellendale Subdivision and adjacent developments
11. Discussion and possible introduction of an ordinance that will establish a "No Wake Zone" in the Houma Navigational Canal 200 yards north from Four Point Landing in Dulac and calling a public hearing on July 26, 2017 at 6:30 p.m.
12. RESOLUTION: Calling a condemnation hearing on the commercial structure located @ 100 Howard Avenue/8696 Main Street, owned by E-Z Serve Convenience Stores, Inc, and Albert Lagraize, on Monday July 24, 2017 @ 5:30pm.
13. Adjourn

Category Number:
Item Number:



Monday, July 10, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Monday, July 10, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Monday, July 10, 2017

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, July 10, 2017

Item Title:

Revocation of Katherine Street

Item Summary:

Introduction of an ordinance to Revoke the Dedication of the 40 Foot Wide Unimproved Portion of Katherine Street between the Eastern Right-Of-Way of Pecan Street to Its Terminus at the Gulf Intracoastal Waterway; calling a public hearing on July 26, 2017 at 6:30 p.m. and to Address Other Matters Relative Thereto.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	6/29/2017	Executive Summary
Ordinance	6/29/2017	Ordinance
Plat	6/29/2017	Plat
Letter from William A. Stark	6/29/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An Ordinance to Revoke the Dedication of the 40 Foot Wide Portion of Katherine Street

PROJECT SUMMARY (200 WORDS OR LESS)

An ordinance to revoke the dedication of the 40 foot wide unimproved portion of Katherine Street between the eastern right-of-way of Pecan Street to its terminus at the Gulf Intracoastal Waterway; and to address other matters relative thereto.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Terrebonne Parish Consolidated Government has determined that this section of Katherine Street as depicted on the attached map is no longer needed for public purposes.

TOTAL EXPENDITURE

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

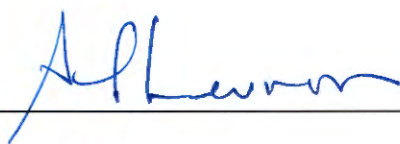
5

6

7

8

9



Signature



Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO REVOKE THE DEDICATION OF THE 40 FOOT WIDE UNIMPROVED PORTION OF KATHERINE STREET BETWEEN THE EASTERN RIGHT-OF-WAY OF PECAN STREET TO ITS TERMINUS AT THE GULF INTRACOASTAL WATERWAY; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

NOW, THEREFORE BE IT ORDAINED that the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority vested in it by the Constitution and laws of the State of Louisiana, and pursuant to the Home Rule Charter for a Consolidated Government, does hereby revoke the dedication of the 40 foot wide unimproved portion of Katherine Street between the eastern right-of-way of Pecan Street to its terminus at the Gulf Intracoastal Waterway, more specifically located between 410 and 420 Pecan street located within Connely Subdivision, as depicted on Exhibit “A”, attached hereto.

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.

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.

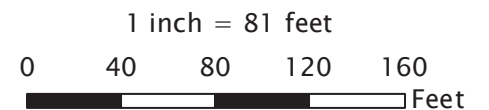
VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Katherine Street Revocation



June 7, 2017

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.



JUN 26 2017

ADMINISTRATION



275 Gabasse Street
P.O. Box 430
Houma, Louisiana 70361

WILLIAM A. STARK

Professional Law Corporation

TELEPHONE (985) 223-3213

FAX (985) 868-8584

billy@williamstark.com

June 26, 2017

Parish President Gordy Dove
Parish Administrator Al Levron
Councilwoman Christa Duplantis-Prather

Re: Parish Right of Way for Street -
Forty Foot Strip of Land between 410 Pecan St. and 430 Pecan St.


Dear President Dove, Mr. Levron and Mrs. Duplantis-Prather,

I'm writing this letter on behalf of Mr. LeBlanc J. Ourso, (Chip), whom I had identified in recent correspondence to you requesting the dedication of the Right of Way mentioned above. Chip is the authorized representative of Geeseco, Inc, the family corporation which owns the parcel of property contiguous to the north boundary of the right of way property which we have requested be rescinded .

Mr. Ourso (Geeseco, Inc.) is indeed wanting to pursue the rescission of the right of way and receive his half of the right of way property once the process is complete. By his signature hereto, please add his name to the request for the Parish to rescind the right of way and split the parcel up the middle as per law.

Chip and I both appreciate your efforts in this regard.

Sincerely,



William A. Stark

Landowner: 410 Pecan St.
Houma, LA



Geeseco, Inc

By: LeBlanc J. (Chip) Ourso
Landowner: 430 Pecan St.
Houma, LA



Monday, July 10, 2017

Item Title:

Ridgefield Avenue No Parking

Item Summary:

Consider the introduction of an ordinance to create a "No Parking Zone" in front of 1810 Ridgefield Avenue and call a public hearing on said matter on Wednesday, July 26, 2017 at 6:30 p. m.

ATTACHMENTS:

Description

Upload Date

Type

Backup

7/6/2017

Backup Material

Proposed Ordinance

7/6/2017

Ordinance


From: [Alissia Smith](#)
To: [Suzette Thomas](#)
Subject: RE: No parking sign
Date: Thursday, June 29, 2017 5:21:08 PM
Attachments: [image001.png](#)

Talbot Ave to the end.

Alissia B. Smith

Operations Supervisor, Roads & Bridges Division
Terrebonne Parish Consolidated Government
Ph. # (985) 873-6711
Fax # (985) 580-7310
absmith@tpcg.org



Go Green  Please consider the environment before printing this email.

From: Suzette Thomas
Sent: Thursday, June 29, 2017 3:16 PM
To: Alissia Smith
Subject: RE: No parking sign

Alissia,

Can you clarify the distance? 20ft. Wide and **Length 1,005 ft.????**

Thank you,
Suzette Thomas
Assistant Council Clerk
Office of the Terrebonne Parish Council

Terrebonne Parish Consolidated Government
8026 Main Street, Suite 600
Houma, LA 70360

Telephone : (985) 873-6413
Fax : (985) 873-6521
E-mail : suthomas@tpcg.org




From: Alissia Smith
Sent: Wednesday, June 28, 2017 5:21 PM
To: Suzette Thomas
Subject: RE: No parking sign

Sign is in front of address 1810
20ft Wide and Length 1005ft

Alissia B. Smith

Operations Supervisor, Roads & Bridges Division
Terrebonne Parish Consolidated Government
Ph. # (985) 873-6711
Fax # (985) 580-7310
absmith@tpcg.org



Go Green  Please consider the environment before printing this email.

From: Suzette Thomas
Sent: Wednesday, June 28, 2017 2:09 PM
To: Venita Chauvin
Cc: Alissia Smith
Subject: FW: No parking sign

Vee,

Scotty would like to place this item on the next Committee agenda. Per this e-mail, I am asking Alissia to send us a photo of the location so that we will have information on it.

Thank you,
Suzette Thomas
Assistant Council Clerk
Office of the Terrebonne Parish Council

Terrebonne Parish Consolidated Government
8026 Main Street, Suite 600
Houma, LA 70360

Telephone : (985) 873-6413
Fax : (985) 873-6521
E-mail : suthomas@tpcg.org



From: Scotty Dryden
Sent: Wednesday, June 28, 2017 8:53 AM
To: Suzette Thomas
Subject: Fwd: No parking sign

Can you help me get this on the next possible agenda?

Scotty Dryden
Councilman
Terrebonne Parish
District 4

----- Original message -----

From: Alissia Smith <absmith@tpcg.org>
Date: 6/28/17 8:30 AM (GMT-06:00)
To: Scotty Dryden <sdryden@tpcg.org>
Subject: RE: No parking sign

No Ordinance for this location. Are you going to do an Ordinance? If not we will be removing it.

Alissia B. Smith

Operations Supervisor, Roads & Bridges Division
Terrebonne Parish Consolidated Government
Ph. # (985) 873-6711
Fax # (985) 580-7310
absmith@tpcg.org



Go Green  Please consider the environment before printing this email.

From: Scotty Dryden
Sent: Monday, June 26, 2017 5:10 PM
To: Alissia Smith
Subject: Re: No parking sign

Thanks

Scotty Dryden
Councilman
Terrebonne Parish
District 4

----- Original message -----

From: Alissia Smith <absmith@tpcg.org>
Date: 6/26/17 5:05 PM (GMT-06:00)
To: Scotty Dryden <sdryden@tpcg.org>
Subject: RE: No parking sign

Yes, I will schedule as needed.

Alissia B. Smith

Operations Supervisor, Roads & Bridges Division
Terrebonne Parish Consolidated Government
Ph. # (985) 873-6711
Fax # (985) 580-7310
absmith@tpcg.org



Go Green  Please consider the environment before printing this email.

From: Scotty Dryden
Sent: Monday, June 26, 2017 4:51 PM
To: Alissia Smith
Subject: No parking sign

I got a complaint about a no parking sign on Ridgefield Ave. It can be seen anymore and needs to be replaced. Can you help with this matter?

Scotty Dryden
Councilman
Terrebonne Parish
District 4

OFFERED BY: MR. S. DRYDEN
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE AMENDING THE PARISH CODE OF TERREBONNE PARISH, CHAPTER 18. MOTOR VEHICLES AND TRAFFIC, ARTICLE V. STOPPING, STANDING AND PARKING, DIVISION 2. PARISH, SECTION 18-223. NO PARKING ZONES, TO ESTABLISH A NO PARKING ZONE IN FRONT OF 1810 RIDGEFIELD AVENUE, FROM TALBOT AVENUE TO THE END OF RIDGEFIELD DRIVE; TO PROVIDE FOR THE INSTALLATION OF SAID SIGNS, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, to amend the Parish Code of Terrebonne Parish, Chapter 18, Article V, Section 18-223 to create a No Parking Zone in front of 1810 Ridgefield Avenue, from Talbot Avenue to the end of Ridgefield Drive and to provide for the installation of said signs.

SECTION II

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

SECTION III

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

SECTION IV

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

Category Number:
Item Number: 3.



Monday, July 10, 2017

Item Title:

Parish property off Short Street

Item Summary:

Discussion and possible action with regards to complaints and maintenance of Parish property off of Short Street.

ATTACHMENTS:

Description

Short Street maintenance and complaints

Upload Date

6/22/2017

Type

Cover Memo

COMMITTEE:	Public Services Committee
MEETING DATE:	06/26/17
REQUESTED BY:	Councilman John Navy
TOPIC:	Discussion and possible action with regards to complaints and maintenance of Parish property off of Short Street.

BACKUP INFORMATION:

ATTACHED:	FORTHCOMING:	NOT NEEDED: XX
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TO BE PREPARED BY:	N/A
PERSON COMPLETING FORM:	Suzette Thomas
DATE:	06/21/17



Monday, July 10, 2017

Item Title:

Federal Off-System Bridge Rehabilitation & Replacement Program

Item Summary:

RESOLUTION: Authorizing execution of a Cooperative Endeavor Agreement with Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program for Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/5/2017	Executive Summary
Resolution	7/5/2017	Resolution
Backup Material	7/5/2017	Backup Material



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Federal Off-System Bridge Rehabilitation & Replacement Program

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution authorizing Parish President to enter into Cooperative Endeavor Agreement with Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program for Terrebonne Parish.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

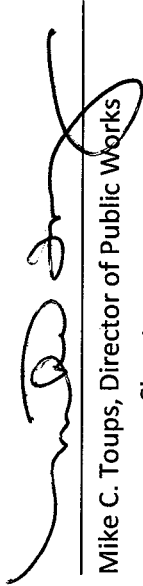
This resolution must be passed with each new Parish President prior to the programming of a bridge for replacement on the Federal Off-System Bridge program. Last resolution passed in January 2008 (08-016).

TOTAL EXPENDITURE

N/A			
Ratification of the appointment by AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL	ESTIMATED		
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Mike C. Toups, Director of Public Works

Signature

6-27-17
Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

BE IT RESOLVED by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that Gordon E. Dove, Parish President, is hereby authorized and empowered to execute a Cooperative Endeavor Agreement with Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program for Terrebonne Parish, Louisiana.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this, ____ day of _____, 2017.

I, VENITA H. CHAUVIN, 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 _____, 2017 and subsequently ratified by the Assemble 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

Barbara Eschete

From: Tonyic Robertson [Tonyic.Robertson@LA.GOV]
Sent: Thursday, June 22, 2017 11:45 AM
To: David Rome
Cc: Mike C. Toups
Subject: FW: Federal Off-System Bridge Rehabilitation and Replacement Program
Attachments: Sample Resolution .pdf

Mr. Rome,

Please find attached a sample resolution. The attached resolution was provided to DOTD by Terrebonne Parish in 2008.

Thank you

From: David Rome [mailto:drome@tpcg.org]
Sent: Thursday, June 15, 2017 4:33 PM
To: Tonyic Robertson <Tonyic.Robertson@LA.GOV>
Cc: Mike C. Toups <mctoups@tpcg.org>
Subject: RE: Federal Off-System Bridge Rehabilitation and Replacement Program

Good afternoon Ms. Robertson,

Please forward all agreement documents to me and our Parish President Gordon E. Dove will sign them. Also, if you can possibly send a template for the required resolution so we can ensure we prepare ours with the proper wording would be greatly appreciated.

Please feel free to contact me should you have any questions.

Many thanks,

David V. Rome, Jr.

ROADS & BRIDGES SUPERINTENDENT


Terrebonne Parish Consolidated Government

Ph# (985) 873-6734

Fax (985) 580-7310



TERREBONNE PARISH

Go Green  Please consider the environment before printing this email.

From: Tonyic Robertson [mailto:Tonyic.Robertson@LA.GOV]
Sent: Wednesday, June 14, 2017 9:52 AM
To: David Rome <drome@tpcg.org>
Cc: Mike C. Toups <mctoups@tpcg.org>
Subject: Federal Off-System Bridge Rehabilitation and Replacement Program

Good morning Mr. Rome,

We are in the process of drafting an agreement between the Terrebonne Parish and DOTD regarding the above program. This is done every 10 years. In order to update our contact information, please let us know who would have the authority to sign on documents on behalf of the parish, including title and email address.

Please note a current resolution will be required along with the signed agreements.

Thank you and we look forward to hearing from you.

Tonyic Robertson (Tonya)
Contract Grant Reviewer III
Consultant Contract Services
State of Louisiana Department of Transportation & Development
P.O. Box 94245
Baton Rouge, LA 70804-9245
Phone (225) 379-1953
Tonyic.robertson@la.gov



Barbara Eschete

From: Tonyic Robertson [Tonyic.Robertson@LA.GOV]
Sent: Tuesday, June 27, 2017 10:45 AM
To: David Rome; Mike C. Toups; Gordon Dove
Cc: Gary Pentek
Subject: Intergovernmental Agreement - Terrebonne Parish Federal Off-System Bridge Rehabilitation and Replacement Program (Print & Sign)
Attachments: Terrebonne Parish Agreement .pdf
Importance: High

Re: Intergovernmental Agreement
Federal Off-System Bridge Rehabilitation and
Replacement Program
Terrebonne Parish

Dear Mr. Dove:

Transmitted herewith is one (1) pdf. copy of the proposed document between the Department of Transportation and Development (DOTD) and the Terrebonne Parish.

Please print three (3) copies, have the documents signed and witnessed in the appropriate places, and return all original signed documents to this office, **Attn: Tonyic Robertson (407N), undated**. The documents will be dated following its execution by the Department, an original document will be returned to you for your files.

If you have any questions or comments, please contact **Tonyic Robertson at (225) 379-1953** or tonyic.robertson@la.gov.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the Terrebonne Parish and return with the signed documents.

Sincerely,

Tonyic Robertson (Tonya)
Contract Grant Reviewer III
Consultant Contract Services
State of Louisiana Department of Transportation & Development
P.O. Box 94245
Baton Rouge, LA 70804-9245
Phone (225) 379-1953
Tonyic.robertson@la.gov





Office of Engineering
PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1025 Fax: 225-379-1857

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

June 26, 2017

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

Re: **Intergovernmental Agreement**
Federal Off-System Bridge Rehabilitation and
Replacement Program
Terrebonne Parish

Dear Mr. Dove:

Transmitted herewith is one copy of the proposed document between the Department of Transportation and Development (DOTD) and the Terrebonne Parish.

Please print three (3) copies, have the documents signed and witnessed in the appropriate places, and return signed copies to this office, Attn: Tonyic Robertson (407N), **undated**. The documents will be dated following its execution by the Department, an original document will be returned to you for your files.

If you have any questions or comments, please contact Tonyic Robertson at (225) 379-1953 or tonyic.robertson@la.gov.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the Terrebonne Parish and return with the signed documents.

Sincerely,

Darlene Major
Consultant Contract Services Administrator

DM: tr
Attachments

pc: Mr. Gary Pentek

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

INTERGOVERNMENTAL AGREEMENT

**FEDERAL OFF-SYSTEM BRIDGE REHABILITATION
AND REPLACEMENT PROGRAM**

TERREBONNE PARISH

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "**DOTD**", and Terrebonne Parish, a political subdivision of the State of Louisiana, hereinafter referred to as "**Parish**".

WITNESSETH: That;

WHEREAS, under provisions of Title 23, United States Code, Section 144 "Highway Bridge Replacement and Rehabilitation Program," as amended, funds have been appropriated out of the Highway Trust Fund to finance replacement and/or rehabilitation of bridges located off the State and Federal road system; and

WHEREAS, Parish has requested DOTD to allocate funds necessary to finance the off-system bridge replacement and/or rehabilitation projects defined in the Parish's approved priority list, subject to special terms and conditions set forth herein; and

WHEREAS, Federal Funds have been appropriated to finance replacement and/or rehabilitation projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to implementation of the projects and desires to cooperate with Parish as hereinafter provided.

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

ARTICLE I – PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement, consists of replacement and/or rehabilitation of off-system bridges as approved by DOTD and the Federal Highway Administration "FHWA". DOTD will exercise administrative responsibilities for each project from date of a Parish resolution requesting the project(s) until final acceptance of the completed project(s).

ARTICLE II – FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Parish's expense, the cost of the Project will be a joint participation between the FHWA and DOTD, with DOTD contributing the local match at time of authorization. The Parish does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, at its own cost, subject to prior DOTD and/or federal approval.

Cost of services performed for Parish by DOTD at the request of Parish will be determined on the basis of DOTD's actual cost plus overhead including payroll additives. Payment for services shall be made in advance by Parish based on a reasonable estimate prepared by DOTD. Overruns and/or underruns in cost of services will be determined upon completion of services and the proper party will be reimbursed.

ARTICLE III – PERIOD OF PERFORMANCE

Project(s) selected must be completed within ten (10) years of the execution of this Agreement.

ARTICLE IV – RIGHT-OF-WAY ACQUISITION

Parish shall, at its expense, acquire all right-of-ways required for Project. If a right-of-way is required for a Project, acquisition of all real property and property rights required for a Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section. Acquisitions must be completed prior to federal authorization for construction letting.

Title to project right-of-way shall be vested in Parish but shall be subject to DOTD and FHWA requirements and regulations governing abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE V – PERMITS

The Parish is obligated to obtain all permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE VI – UTILITY RELOCATION/RAILROAD COORDINATION

The Parish shall be obligated to obtain from affected utility companies or railroads, all agreements and designs of any required systems or relocations. These costs are not eligible for federal or state reimbursement.

The Parish will be required to obtain relocation and other necessary agreements related to utilities or railroads on Parish-owned routes. The Parish will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Parish is responsible for any and all costs associated with utility relocations, adjustments, and construction time delays on non-state routes after the project is awarded.

The Parish shall comply with all utility relocation processes as specified in the LPA Manual and the Off-System Bridge Program Guidelines.

ARTICLE VII – ENVIRONMENTAL CLEARANCES

Parish shall be responsible for environmental clearance of projects, which must be obtained before commencement of the final design stage. DOTD and its consultant shall assist Parish in clearances. Assistance by DOTD may not be available based on the number of personnel and funds available. Parish shall be responsible for obtaining permits and for reimbursing consultant for fees required to be paid to reviewing agencies.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Parish, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VIII – CONSTRUCTION PLANS

DOTD, or a consultant selected by DOTD, will prepare complete plans, specifications and estimates, prepare bid proposals, advertise for and receive bids for work, and award and enter into contract with the lowest responsible bidder. The issuance of change orders within the scope of the contract is authorized pursuant to La. R.S. 48:252 (B)(7)(a). Parish shall be informed of date and time of each plan-in-hand inspection and be required to have a representative present. DOTD shall furnish plan-in-hand prints to Parish prior to inspection.

ARTICLE IX – BID FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder.

ARTICLE X – CONSTRUCTION

DOTD shall construct projects in accordance with DOTD's specifications and requirements and provide technical administration and inspection services during construction. Parish shall be informed by DOTD of major design and/or construction plan changes. In addition, Parish will be informed by DOTD if Parish is required to provide Construction Engineering & Inspection services.

ARTICLE XI – TRAFFIC CONTROL DEVICES

It shall be the responsibility of Parish to install, at its expense, traffic control devices before the structure and roadway can be opened to traffic.

ARTICLE XII – WEIGHT LIMIT SIGNS

It shall be the responsibility of Parish to install, at its expense, weight limit signs before the structure and roadway can be opened to traffic for those bridges that require limitation.

ARTICLE XIII – TIME LIMITATIONS

Progress will be judged by DOTD in the two year Bridge Replacement program guidelines, made a part hereof by reference. Time limits and consequences shall be specified therein. Consequences may include loss of funding, loss of allocation distribution, cancellation of project, and/or loss of participation in program. Special circumstances that may require extensions shall be determined by DOTD.

ARTICLE XIV – CANCELLATION

This Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
3. By DOTD due to failure of the Parish to progress timely with the Project or follow the specific program guidelines.

Once DOTD has incurred cost for the preparation of plans, the Parish may not cancel the Project without a Parish resolution stating the desire and reason for cancellation. Parish shall inform DOTD of any conditions that may change at the project site. Funds expended for design of the project will be deducted from the Parish's available off-system bridge funds.

ARTICLE XV – FINAL INSPECTION AND MAINTENANCE

Upon completion and final acceptance of the Project, a copy of which acceptance shall be furnished to Parish by DOTD, Parish shall own and maintain project in accordance with DOTD's maintenance procedure standards. Final acceptance will be recorded by DOTD. Before making the final inspection, DOTD's District Administrator shall notify Parish so Parish may have a representative present for inspections.

ARTICLE XVI - DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

If a DBE goal is assigned to any project that is the subject of this Agreement, the Parish or its Consultant agrees to ensure that DBE's as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this Contract, and in any subcontracts related to this Contract. In this regard, the Parish or its Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have a reasonable opportunity to compete for and perform services relating to this Contract. Furthermore, the Parish or its Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Parish or its Consultant shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, the prime consultant shall provide to DOTD a copy of the contract between the prime consultant and the DBE sub-consultant. The prime consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on the prime consultant, DOTD will release such retainage for each stage/phase upon satisfactory completion of each stage/phase, and the prime consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) days of release of associated retainage from DOTD.

The DOTD Project Manager shall review submitted invoices to determine if the DBE goals are being achieved. If the Parish or its Consultant has failed to meet the goal and no good faith efforts have been made, the DOTD Project Manager shall notify the Compliance Section of DOTD, and at that time the DBE/WBE portion of the contract fee shall be withheld.

Further, regardless of whether or not a DBE goal has been assigned to this contract, the Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority and women-owned business enterprises.

ARTICLE XVII – RECORD RETENTION

The Parish and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation

Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or the Louisiana Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, Parish will be required to refund the Federal Funds.

For all Stage/Phases for which Parish is designated as being responsible, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5 years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Parish is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Parish to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII – COMPLIANCE WITH CIVIL RIGHTS

The Parish agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Parish agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, national origin, veteran status, genetic information, political affiliation, or disabilities.

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

ARTICLE XIX – INDEMNIFICATION

The Parish shall indemnify, save harmless, and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Parish, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney fees and court costs. The Parish shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XX – COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE XXI – ORIGINAL AGREEMENT

Following the execution of this Agreement, the Agreement of February 18, 2008 for the Federal Aid Off-System Highway Bridge Rehabilitation and Replacement Program shall be null and void.

Remainder of page left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

**STATE OF LOUISIANA
TERREBONNE PARISH**

Witness for First Party

BY: _____

Typed or Printed Name

Witness for First Party

TITLE: _____

Federal Identification Number

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

Witness for Second Party

BY: _____

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head



Monday, July 10, 2017

Item Title:

2017 - 2019 Federal Off-System Highway Bridge Program Selection - Country Estates Dr Bridge

Item Summary:

RESOLUTION: Providing approvals of the Federal Off-System Bridge Priority List for the 2017-2019 Federal Off-System Highway Bridge Program. Every three years otherwise known as a selection cycle, an Off-System Bridge Priority List is adopted by the Parish Government as a requirement to receive allocations from the Federal Off-System Highway Bridge Program.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/5/2017	Executive Summary
Resolution	7/5/2017	Resolution
Backup Material	7/5/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

2017 – 2019 Federal Off-System Highway Bridge Program Selection

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution selecting Country Estates Drive Bridge for replacement using available funds through the Federal Off-System Bridge Program.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Country Estates Drive Bridge has been determined to meet all criteria set forth through the Federal Off-system Bridge Program for replacement. Program replacement projects typically take five or more years before completion. It was determined that Country Estates Drive Bridge's current operating condition can be reasonably sustained until project is complete.

TOTAL EXPENDITURE

N/A

Ratification of the appointment by 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

Mike C. Toups, Director of Public Works

Signature

6-27-17

Date

RESOLUTION NO.

A resolution providing approvals of the Federal Off-System Bridge Priority List for the 2017-2019 Federal Off-System Highway Bridge Program.

WHEREAS, every three years otherwise known as a selection cycle, an Off-System Bridge Priority List is adopted by the Parish Government as a requirement to receive allocations from the Federal Off-System Highway Bridge Program, and

WHEREAS, this list includes the bridge name, the length and width of the bridge, the type of bridge, and other pertinent information, and

WHEREAS, the projected available funds for the 2017-2019 Federal Off-System Bridge Program selection cycle is \$1,418,471.00, and

WHEREAS, all qualifying bridges were reviewed and prioritized by Mr. David Rome, Roads and Bridges Superintendent based on available funds, qualifying structures, and current structural condition, and

WHEREAS, the Country Estates Drive Bridge located on Country Estates Drive is recommended for replacement in the 2017-2019 Federal Off-System Bridge Program.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Priority List prepared by the Parish Administration be accepted and approved as submitted.



Bridge Design Section
PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1047

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

May 22, 2017

TPCG

JUN - 5 2017

ROAD & BRIDGE

Terrebonne Consolidated Government
P.O. Box 2768
Houma, LA 70361-2768

Attention: Mr. David Rome

**Re: Federal Off-System Highway Bridge Program
2017 – 2019 Priority**

Dear Mr. Rome:

We are transmitting to you the information for the Federal Off-System Highway Bridge Program. The Louisiana Department of Transportation and Development has approved programming \$26 million for the 2017 - 2019 federal fiscal years. Please note that this amount is for the next two (2) years. Eighty percent of this total will be funded by the Federal Government with the remaining portion to be funded with State funds. Your project allocation will be spent on construction costs and design fees.

The funds were allocated in the same manner as in the past: the cost of replacing all of the bridges in your Parish that qualify for the program divided by the cost of replacing all of the bridges in the State that qualify for the program. This amount of money was then added to your Parish's projected balance. The total (**AVAILABLE FUNDS**) is the amount of money your Parish has in the program for replacing the qualifying bridges. (Please check the bottom of this letter for your **AVAILABLE FUNDS**. It is imperative you understand that all costs are estimated. Your projected balance and available funds will fluctuate every time we "let" a project in your Parish to construction.

I would like to make some comments concerning this program. Please take your time in considering which bridges need replacing. The factors that should be considered in your selection are: replacement costs, **AVAILABILITY OF RIGHT-OF-WAY**, ADT, location, utility relocation and municipal bridges. A further discussion of these items follows:

COSTS

The estimated replacement cost of each site is to be used in determining which structures your parish can afford to replace. **DO NOT program more bridges than you can afford to replace with your available funds.** In certain cases, exceptions can be made but these exceptions are very rarely approved.

RIGHT-OF-WAY

Before a bridge is placed in the program for replacement, a representative from your Parish **MUST** contact the adjacent property owner(s). The property owners need to be made aware of the possibility of the bridge project. The Parish needs to determine if each property owner is receptive to allowing the Parish to obtain rights-of-way, if required, by donation or payment. **We will require a statement from you stating the adjacent property owners have been contacted and the Parish has received a tentative, verbal agreement for the right-of-way acquisition or that the Parish will obtain the right-of-way by expropriation, if applicable.** The Design Consultant is to provide R/W sketches and agreements to the Parish. Any property surveys or additional requirements will be the Parish's responsibility.

★R/W acquisition cannot take place until the project has obtained Environmental Clearance★.

Time Limitation: A parish will be given two (2) years from the date the final tracings are obtained by the Department from the designer to acquire the right-of-way for their project(s). It will be the responsibility of the Department to inform the parish of this acquisition date. If the right-of-way is not obtained within this two (2) year period, the *design fee and the estimated construction cost* for the project(s) will be subtracted from the parish's available balance of construction funds.

ADT

The amount of traffic that traverses a bridge is of prime concern to the program. It is the responsibility of the Louisiana Department of Transportation and Development and the Federal Highway Administration to insure the funds disbursed in this program are used in the best interest of the inhabitants of the Parish. **DO NOT** program for replacement a structure that only serves a couple of residences. It is very hard to justify the replacement of a structure that serves only one or two residences when other, more highly traveled structures, are in need of replacement.

LOCATION

If a bridge is located on a route with other qualifying bridges located adjacent to it, it is highly recommended to replace all of the structures at one time. If you replace only one structure on a route having two (2) or more qualifying structures, you have not upgraded this route. If we should ascertain this scenario exists at plan-in-hand, it is highly likely that we will add all qualifying structures on this route to your program at that time. The cost of these replacements will be charged against your "AVAILABLE FUNDS". Also, the time required to design these new structures will hinder the design of your original projects. These new designs will be included in your original contract and will have to start at the beginning of the design process.

MUNICIPAL BRIDGES

Qualifying bridges located in towns and cities are also available for replacement in this program. The costs of the replacement of these sites are used to determine your allocation; therefore, it is mandatory these bridges be considered in your prioritization of structures for replacement. **Remember, a municipal bridge that requires closing, but is not closed, will place your parish in noncompliance!**

UTILITIES

It is the responsibility of the Parish to have all conflicting utilities relocated prior to construction. The lack of the relocation of the utilities could delay the construction of these projects and add to their cost. The contractors can submit claims to compensate them for the delay and the cost will be deducted from the Parish's "AVAILABLE FUNDS". Lately, utilities have become a problem with some of the parishes; some of our contractors have experienced delays.

RESOLUTIONS

A Parish resolution will be required to add, cancel or substitute bridges in your program. Substitutions will not be automatically accepted. They will be reviewed on a case-by-case basis.

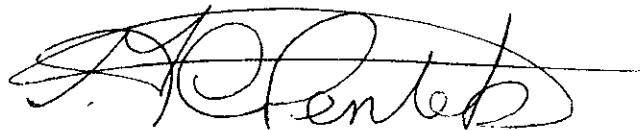
In general, this is **NOT** an “emergency bridge replacement” program. Adherence to definite guidelines and procedures is a prerequisite of this program. Once a bridge is programmed for replacement it will be **at least** three (3) to four (4) years before the Parish will have a finished project on the ground if funding conditions allow. So, please be aware of this comment when programming your sites for replacement. This program was established to **ASSIST** the Parishes in replacing their deficient bridges; not to **ASSUME** the Parishes’ responsibility. Each Parish should have their own, locally funded bridge replacement and rehabilitation program.

\$1,418,471
AVAILABLE FUNDS

**THE DEADLINE FOR RETURNING
YOUR PRIORITY LIST IS July 19, 2017.**

Very truly yours,

Paul Fossier, P.E.
Bridge Design Engineer Administrator

A handwritten signature in black ink, appearing to read "G. Pentek", with a large, sweeping flourish extending from the end of the signature.

Gary C. Pentek, P.E.
Off-System Bridge Program Manager

Attachments

- c: District Administrator (Letter and qualifying bridge list only)
Mr. Mike Toupes, Director of Public Works, Terrebonne Parish

BRIDGE NAME	STRUCTURE	RECALL	YEAR	LENGTH	WIDTH	CROSSING
Westside	025500000203920	203920	1974	76	32	Bayou Terrebonne
Mayfield #1	025529206904371	200814	1975	57	24.3	Coulee
Buquet St	025529230904301	200855	1976	416	24	Grand Caillou Bayou
Kings	025529235904301	200807	1970	76	24.4	Coulee
Theriot	025529248904681	200864	1964	89	18.2	Dularge Bayou
Chauvin	025529256903601	200869	1958	159	12.5	Petit Little Caillou
Bobtown	025529283904221	200868	1960	158	13.5	Grand Caillou Bayou
Smithridge #1	025529297903441	200852	1968	129	13.7	Petit Little Caillou
Dream Come True	025529322903561	200808	1967	58	32.4	Lacache Bayou
Woodlawn #1	025529333904061	200793	1980	38	24.5	Bayou Grand Caillou
Mandalay	025529340904621	200791	1969	76	24.4	Black Bayou
St. Anthony	025529346904851	200859	1958	126	13.5	Little Black Bayou
Polk & Tunnel	025529347904301	020169	1965	64	28.7	Canal
Ringo Cocke	025529370905381	200776	1974	57	24.4	Coulee
Terr. LAF	025529377905481	200767	1966	80	22.3	TERR. LAF. Drainage
Country Est.	025529401904431	200796	1967	76	25	St. Louis Bayou
Reservation	025529405904671	200773	1963	76	24.4	Terrebonne Bayou
Donner	025529406905861	020159	1962	65	22.5	Donner Canal

FEDERAL OFF-SYSTEM HIGHWAY BRIDGE PROGRAM 2017 - 2019 PRIORITY LIST

PARISH: Terrebonne

DISTRICT: 02

PROJECTED BALANCE: \$1,418,471

STRUCTURE	
Structure Number:	02532940/904431
Report/Recall Number:	200796
Type of Existing Roadway Surfacing and Base	Precast span with Asphalt overlay
Posted Speed:	45 mph
Posted Load:	20/35
Design Load (if known):	
Name of Road:	Country Estates Dr.
Name of Stream:	St. Louis Bayou
Estimated Replacement Cost: \$776,720.00	

STRUCTURE	
Structure Number:	
Report/Recall Number:	
Type of Existing Roadway Surfacing and Base	
Posted Speed:	
Posted Load:	
Design Load (if known):	
Name of Road:	
Name of Stream:	
Estimated Replacement Cost:	
TOTAL REPLACEMENT COST: \$776,720.00	

FILL IN TABLE COMPLETELY. (See example)

1. LIST THE TYPE OF **ROADWAY** SURFACING (i.e. GRAVEL, ASPHALT, CONCRETE).
2. GIVE **BOTH** A ROAD NAME AND A STREAM NAME.
3. THE ESTIMATED REPLACEMENT COST IS SHOWN ON THE ENCLOSED QUALIFYING BRIDGE LIST.

A PARISH RESOLUTION & VERBAL STATEMENT FROM PROPERTY OWNERS IS REQUIRED WITH SUBMITTAL OF THIS FORM. ALSO REQUIRED IS THE COMPLETED ENVIRONMENTAL CHECKLIST FOR EACH SITE. ANY FORM NOT HAVING THE PROPER ATTACHMENTS WILL BE RETURNED WITHOUT ACTION.

STAGE 0 Environmental Checklist

General Explanation:

To adequately consider projects in Stage 0, some consideration must be given to the human and natural environment which will be impacted by the project. The Environmental Checklist was designed knowing that some environmental issues may surface later in the process. This checklist was designed to obtain basic information, which is readily accessible by reviewing public databases and by visiting the site. It is recognized that some information may be more accessible than other information. Some items on the checklist may be more important than others depending on the type of project. It is recommended that the individual completing the checklist do their best to answer the questions accurately. Feel free to comment or write any explanatory comments at the end of the checklist.

The Databases:

To assist in gathering public information, the previous sheet includes web addresses for some of the databases that need to be consulted to complete the checklist. As of February 2011, these addresses were accurate.

Note that you will not have access to the location of any threatened or endangered (T&E) species. The web address lists only the threatened or endangered species in Louisiana by Parish. It will generally describe their habitat and other information. If you know of any species in the project area, please state so, but you will not be able to confirm it yourself. If you feel this may be an issue, please contact the Environmental Section. We have biologist on staff who can confirm the presence of a species.

Why is this information important?

Land Use? Indicator of biological issues such as T&E species or wetlands.

Tribal Land Ownership? Tells us whether coordination with tribal nations will be required.

WRP properties? Farmland that is converted back into wetlands. The Federal government has a permanent easement which cannot be expropriated by the State. Program is operated through the Natural Resources Conservation Service (formerly the Soil Conservation Service).

Community Elements? DOTD would like to limit adverse impacts to communities. Also, public facilities may be costly to relocate.

Section 4(f) issues? USDOT agencies are required by law to avoid certain properties, unless a prudent or feasible alternative is not available.

Historic Properties? Tells us if we have a Section 106 issue on the project. (Section 106 of the National Historic Preservation Act) See <http://www.achp.gov/work106.htm> for more details.

Scenic Streams? Scenic streams require a permit and may require restricted construction activities.

Significant Trees? Need coordination and can be important to community.

Age of Bridge? Section 106 may apply. Bridges over 50 years old are evaluated to determine if they are eligible for the National Register of Historic Places.

Navigability? If navigable, will require an assessment of present and future navigation needs and US Coast Guard permit.

Hazardous Material? Don't want to purchase property if contaminated. Also, a safety issue for construction workers if right-of-way is contaminated.

Oil and Gas Wells? Expensive if project hits a well.

Relocations? Important to community. Real Estate costs can be substantial depending on location of project. Can result in organized opposition to a project.

Sensitive Issues? Identification of sensitive issues early greatly assists project team in designing public involvement plan.

Minority/Low Income Populations? Executive Order requires Federal Agencies to identify and address disproportionately high and adverse human health and environmental effects on minority or low income populations. (Often referred to as Environmental Justice)

Detours? The detour route may have as many or more impacts. Should be looked at with project. May be unacceptable to the public.

STAGE 0
Environmental Checklist

Road Name Country Estates Dr. Parish: Terrebonne Parish
Structure No. 02552940190 4431 Report/Recall No. 200796

ADJACENT LAND USE: Residential

Any property owned by a Native American Tribe?
(Y or N or Unknown) If so, which Tribe? No

Any property enrolled into the Wetland Reserve Program?
(Y or N or Unknown) If so, give the location No

Are there any other known wetlands in the area?
(Y or N) If so, give the location No

Community Elements: Is the project impacting or adjacent to any (if the answer is yes, list names and locations):

(Y or N) Cemeteries No

(Y or N) Churches No

(Y or N) Schools No

(Y or N) Public Facilities (i.e., fire station, library, etc.) No

(Y or N) Community water well/supply No

Section 4(f) issue: Is the project impacting or adjacent to any (if the answer is yes, list names and locations):

(Y or N) Public recreation areas No

(Y or N) Public parks No

(Y or N) Wildlife Refuges No

(Y or N) Historic Sites No

Is the project impacting, or adjacent to, a property listed on the National Register of Historic Places?
(Y or N) Is the project within a historic district or a national landmark district? (Y or N) If the answer is yes to either question, list names and locations below:
No

Do you know of any threatened or endangered species in the area? (Y or N)

If so, list species and location. No

Does the project impact or adjacent to a stream protected by the Louisiana Scenic Rivers Act? (Y or N) If yes, name the stream. No

Are there any Significant Trees as defined by EDSM I.1.1.21 within proposed ROW? (Y or N) If so, where? No

What year was the existing bridge built? 1967

Are any waterways impacted by the project considered navigable? (Y or N) If unknown, state so, list the waterways: Unknown, St. Louis Bayou

Hazardous Material: Have you checked the following DEQ and EPA databases for potential problems? (If the answer is yes, list names and locations.)

(Y or N) Leaking Underground Storage Tanks No

(Y or N) CERCLIS No

(Y or N) ERNS No

(Y or N) Enforcement and Compliance History No

STAGE 0
Environmental Checklist

Underground Storage Tanks (UST): Are there any Gasoline Stations or other facilities that may have UST on or adjacent to the project? (Y or N) No

If so, give the name and location: _____

Any chemical plants, refineries or landfills adjacent to the project? (Y or ☒N) Any large manufacturing facilities adjacent to the project? (Y or ☒N) Dry Cleaners? (Y or ☒N) If yes to any, give names and locations: _____

Oil/Gas wells: Have you checked DNR database for registered oil and gas wells? (☒Y or N) List the type and location of wells being impacted by the project. None

Are there any possible residential or commercial relocations/displacements? (Y or ☒N)
How many? _____

Do you know of any sensitive community or cultural issues related to the project? (Y or ☒N)
If so, explain _____

Is the project area population minority or low income? (Y or ☒N)

What type of detour/closures could be used on the job? All traffic would have to be detoured approx. 1.5 miles

Did you notice anything of environmental concern during your site/windshield survey of the area? If so, explain below. None apparent

David Rome

Point of Contact

985-873-6734

Phone Number

6/5/17

Date



Office of Engineering
PO Box 94245 | Baton Rouge, LA 70804-9245
Phone: 225-379-1047

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

Terrebonne Consolidated Government
P.O. Box 2768
Houma, Louisiana 70361-2768

Attention: Mr. David Rome

Subject: 2015 – 2017 Federal Aid Off-System Highway Bridge Program

Dear Mr. Rome:

By receipt of this correspondence, you are hereby notified that the programming of new structures for a 2015 – 2017 program will not be instituted. This decision was made after reviewing the number of projects already programmed and the available funding in this State Fiscal Year for project construction and engineering. If additional funding starts to materialize in the next few months, Parishes will be contacted to program new structures for the 2017 – 2019 Off-System Bridge Programming Cycle.

We will continue to process projects that are already programmed for construction. The Parishes shall continue to obtain right-of-way and servitude for their projects. All projects that were programmed in the 1997-1999 program and beyond are required to obtain right-of-way and servitude within a 2 year timeframe.

I want to stress to every Parish that they will continue to select their structures from a list of eligible structures provided by this office; this has been the SOP for the past 30 plus years. The Parishes know their needs better than anyone else.

If you have questions or require additional information, please contact me at (225) 379-1047 or email gary.pentek@la.gov.

Very truly yours,

Paul Fossier, P.E., F., ASCE
Bridge Design Engineer Administrator

Gary C. Pentek, P.E., M., ASCE
Federal Aid Off-System Highway Bridge Program Manager

GCP; RMR

c: District 02 Administrator (Mr. Chris Morvant)
Terrebonne Parish President (Mr. Gordon Guidry)

TPCG
NOV - 7 2016
ROAD & BRIDGE



Monday, July 10, 2017

Item Title:

Change Order No. 4 for Ward 7 Levee Improvements & Extension Phase III (Boudreaux Canal to Lashbrook Pump Station)

Item Summary:

RESOLUTION: Authorizing the execution of Change Order No. 4 for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements & Extension Phase III. Boudreaux Canal to Lashbrook Pump Station, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/5/2017	Executive Summary
Resolution	7/5/2017	Resolution
Backup Material	7/5/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
10-CDBG-R-LEV-63	Ward 7 Levee Improvements & Extension Phase III – Boudreaux Canal to Lashbrook Pump Station

PROJECT SUMMARY (200 WORDS OR LESS)
Construction of a levee to elevation 10 from Boudreaux Canal to Lashbrook Pump Station.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of Change Order No. 4 is to allow additional contract days due to time required to conduct a geotechnical investigation and evaluation and process a change order. This Change Order No. 4 will increase the Construction Time from 516 to 579 calendar days (an increase of 63 calendar days) with no change in Construction Cost.

TOTAL EXPENDITURE		
No increase		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$6,777,890.15

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

Jeanne Bray

7/5/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution authorizing the execution of Change Order No. 4 for the Construction Agreement for Parish Project No. 10-CDBG-R-LEV-63; Ward 7 Levee Improvements & Extension Phase III, Boudreaux Canal to Lashbrook Pump Station, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated January 26, 2016, with Phylway Construction, LLC, for the Ward 7 Levee Improvements & Extension Phase III, Boudreaux Canal to Lashbrook Pump Station, Parish Project No. 10-CDBG-R-LEV-63, Terrebonne Parish, Louisiana, and

WHEREAS, this change order is required to increase contract time by Sixty-Three (63) calendar days due time required to conduct a geotechnical investigation and evaluation and process a change order, and

WHEREAS, this change order will not change the Construction Cost, and

WHEREAS, this change order has been approved by the Louisiana Office of Community Development (OCD), and

WHEREAS, this Change Order No. 4 has been recommended by the ENGINEER for this project, CB&I Coastal, Inc.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 4 to the construction agreement with Phylway Construction, LLC, increasing the construction time by Sixty-Three (63) calendar days with no change in Construction Cost, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, CB&I Coastal, Inc.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2017, at which meeting a quorum was present.

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

VENITA CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL

Change Order No. 4

PROJECT:

Ward 7 Levee Improvements & Extension
Phase III: Stations 10+37 to 281+20
Boudreaux Canal to Lashbrook Pump Station

DATE OF ISSUANCE:

June 21, 2017

OWNER:

Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, Louisiana 70361

OWNER'S PROJECT NO.

10-CDBG-R-LEV-63

CONTRACTOR:

Phylway Construction, L.L.C.
1074-A-Hwy. 1
Thibodaux, LA 70301

ENGINEER:

CB&I Coastal, Inc.
197 Elysian Drive
Houma, Louisiana 70364

CONTRACT FOR:

Ward 7 Levee Improvements & Extension
Phase III: Stations 10+37 to 281+20
Boudreaux Canal to Lashbrook Pump Station

ENGINEER'S PROJECT NO.

141235

You are directed to make the following changes in the Contract Documents.

Description:

63 days will be added to the current contract due to operations being shut down while the geotechnical investigation and evaluation were performed, and the change order processed, for the levee slide between stations 172+00 to 184+00.

Purpose of Change Order:

The purpose of this change order is to add sixty three (63) contract days.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 6,700,610.00

Previous Change Orders No. 0 to No. 3

\$ 77,280.15

Contract Price Prior to this Change Order

\$ 6,777,890.15

Net Increase of this Change Order

\$ 0.00

Contract Price with all approved Change Orders

\$ 6,777,890.15

CHANGE IN CONTRACT TIME:

Original Contract Time

270 Calendar Days

days

November 20, 2016

date

Net Change from previous Change Orders

246 Days

days

Contract Time Prior to this Change Order

516 Calendar Days

days

July 24, 2017

date

Net Increase of this Change Order

63 Days

days

Contract Time with all approved Change Orders

579 Calendar Days

days

September 25, 2017

date

RECOMMENDED:

By: Laurie A. Barnes P.E.

SCUCR

Date: 6/26/17

APPROVED:

By: _____

TPCG

Date: _____

APPROVED:

By: Glenn P. Benoit

CONTRACTOR

Date: 6-21-17



Monday, July 10, 2017

Item Title:

Construction Award - Critical Facilities Hardening - Generating Station

Item Summary:

RESOLUTION: Awarding and authorizing the signing of the construction Contract for Parish Project No. 16-HMGP-29, Critical Facilities Hardening – Generating Station, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/5/2017	Executive Summary
Resolution	7/5/2017	Resolution
Backup Material	7/5/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
16-HMGP-29	Critical Facilities Hardening – Generating Station

PROJECT SUMMARY (200 WORDS OR LESS)
Wind Hardening of the Generation Station Building

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this resolution is to award the construction contract to Thomassie Construction, Inc.

TOTAL EXPENDITURE		
\$338,745.00		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$2,135,617.00

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

Joan E. Schexnayder

7/5/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution awarding and authorizing the signing of the construction Contract for Parish Project No. 16-HMGP-29, Critical Facilities Hardening – Generating Station, Terrebonne Parish Consolidated Government, Terrebonne Parish, Louisiana, and authorizing the issuance of the Notice to Proceed.

WHEREAS, the Terrebonne Parish Consolidated Government did receive construction bids on Parish Project No. 16-HMGP-29, Critical Facilities Hardening – Generating Station, Terrebonne Parish, Louisiana, and,

WHEREAS, the lowest and best bid was that submitted by Thomassie Construction, Inc., in the amount of \$338,745.00, and

NOW, THEREFORE, BE IT RESOLVED that the Terrebonne Parish Consolidated Government wishes to award the construction contract to Thomassie Construction, Inc., in the amount of \$338,745.00, and

BE IT FURTHER RESOLVED, that the President of Terrebonne Parish Consolidated Government, be and he is hereby authorized and empowered to sign a construction contract for and on behalf of the Terrebonne Parish Consolidated Government with Thomassie Construction, Inc., upon receipt of the performance bond in the amount of the contract price, and

BE IT FURTHER RESOLVED, that upon receipt of required certificates of insurance evidencing coverage as provided in the project specifications and upon execution and recordation of all contract documents, that the Engineer is hereby authorized to issue the Notice to Proceed to the Contractor to commence construction of the project, and

WHEREUPON the motion was put to a vote and the vote thereon was as follows:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2017, at which meeting a quorum was present.

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

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



July 3, 2017

Gordon Dove
Terrebonne Parish Consolidated Government
301 Plant Road
Houma, Louisiana 70363

**Re: Terrebonne Parish Consolidated Government
Critical Facilities Hardening – Houma Generating Station
HMGP# 1786-109-0002**

Dear Mr. Dove,

It is our recommendation that Terrebonne Parish Consolidated Government select Thomassie Construction, Inc. as the winning bidder for the Critical Facilities Hardening – Houma Generating Station. QES recommends that the parish accept the bid total of \$338,745.00. We appreciate the opportunity to work with the parish on this project and look forward to seeing the project to completion.

Sincerely,
QUALITY ENGINEERING & SURVEYING, LLC


Deric L. Murphy, P.E.
Principal Engineer

TERREBONNE PARISH CRITICAL FACILITIES HARDENING HOUMA GENERATION STATION HMGP#1786-109-0002					THOMASSIE CONSTRUCTION, INC		B.E.T CONSTRUCTION, INC		LA CONTRACTING ENTERPRISE, LLC	
NO.	ITEM REF.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	Base Bid									
1			1	LS	\$338,745.00	\$ 338,745.00	\$371,525.00	\$ 371,525.00	\$372,600.00	\$ 372,600.00
		Sub-total				\$ 338,745.00		\$ 371,525.00		\$ 372,600.00
TERREBONNE PARISH CRITICAL FACILITIES HARDENING HOUMA GENERATION STATION HMGP#1786-109-0002					THOMASSIE CONSTRUCTION, INC		B.E.T CONSTRUCTION, INC		LA CONTRACTING ENTERPRISE, LLC	
Contractors License Number					24904		27797		34263	
Acknowledgement of Addedum					X		X		X	
Bid Bond					X		X		X	



Monday, July 10, 2017

Item Title:

Amendment No. 2 to the Cooperative Endeavor Agreement with the Terrebonne Levee and Conservation District

Item Summary:

RESOLUTION: 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.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/5/2017	Executive Summary
Resolution	7/5/2017	Resolution
Amendment to Cooperative Agreement	7/5/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Amendment No. 2 to the Cooperative Endeavor Agreement with the Terrebonne Levee and Conservation District (TLCD)

PROJECT SUMMARY (200 WORDS OR LESS)

Execute Amendment No. 2 to the Cooperative Endeavor Agreement with Terrebonne Levee and Conservation District for the purpose of restoring the Falgout Canal Road.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Amend the terms of the existing CEA to reflect TLCD's agreement to undertake the entire financial obligation to repair, restore and elevate the roadway to +4 NAVD upon the completion of Reach E of the Morganza Levee Project.

TOTAL EXPENDITURE

\$4,494,948

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

Pending

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Al J. Lennon

Signature

7/5/17

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

**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:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the ____ day of _____, 2017.

* * * * *

I, VENITA CHAUVIN, 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 _____, 20____ and subsequently ratified by the Assembled Council in Regular Session on _____, 20____ at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____
DAY OF _____, 20____.

VENITA CHAUVIN; COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**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 ____ day of _____, 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 _____ day
of _____, 2017.

WITNESSES:

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

By: _____
Gordon Dove
Parish President

TERREBONNE LEVEE AND
CONSERVATION DISTRICT

By: _____
Reggie Dupre, Jr.
Executive Director

Category Number:
Item Number: 9.



Monday, July 10, 2017

Item Title:

Amend 06 - St. Louis Canal Drainage Improvements

Item Summary:

RESOLUTION: Providing approval of Amendment No. 6 to the Engineering Agreement for Parish Project No. **13-DRA-32, St. Louis Canal Road Drainage Improvements**, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/6/2017	Executive Summary
Resolution	7/6/2017	Resolution
Backup Material	7/6/2017	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
13-DRA-32	St. Louis Canal Drainage Improvements

PROJECT SUMMARY (200 WORDS OR LESS)
Installing pre-cast concrete drainage box culverts, including cast-in-place concrete headwalls and utility conflict boxes on St. Louis Canal Road

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This amendment is needed to increase Project Representation Services and Construction Administration Services of the engineering agreement by a total of \$56,238.60 due to the Contractor exceeding contract time by 12 weeks.

TOTAL EXPENDITURE	
\$17,021.60 Construction Administration	
\$39,217.00 Project Representation	
\$56,238.60 Total	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
YES	IF YES AMOUNT BUDGETED:
	\$533,106.25

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

Jeanne P. Bray

07/05/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 6 to the Engineering Agreement for Parish Project No. **13-DRA-32, St. Louis Canal Road Drainage Improvements**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering agreement with All South Consulting Engineers, L.L.C. dated August 26, 2013, recordation number 1435434, for the St. Louis Canal Road Drainage Improvements identified as Parish Project 13-DRA-32, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, the Contractor has exceeded the contract time and the Engineer had to spend an inordinate amount of time on construction administration and project representation, and

WHEREAS, it is estimated the Contractor will complete the construction of the project in 12 weeks, and

WHEREAS, the Engineer has requested an additional Seventeen Thousand, Twenty-One Dollars, and Sixty Cents (\$17,021.60) for construction administration and Thirty-Nine Thousand, Two Hundred and Seventeen Dollars and Zero Cents (\$39,217.00) for project representation, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

WHEREAS, this above work will increase the additional services section of the contract by an additional \$56,238.60.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 6 to the Engineering Agreement for an increase of \$56,238.60 in Additional Services, and authorizes Parish President Gordon E. Dove to execute this Amendment No. 6 to the Engineering Agreement for the St. Louis Canal Road Drainage Improvements Project Parish Project No. 13-DRA-32, with All South Consulting Engineers, L.L.C., and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, All South Consulting Engineers, L.L.C.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2017, at which meeting a quorum was present.

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

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 6
TO
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 5, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2017;

BY AND BETWEEN:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (TPCG), a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Gordon E. Dove (hereafter sometimes referred to as "OWNER"), and

ALL SOUTH CONSULTING ENGINEERS, LLC, represented herein by Timothy Bonura, duly authorized Principal (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to 5.1.1 (Basic Services) and 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated August 26, 2013, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated August 26, 2013, to the entitled **St. Louis Canal Road Drainage Improvements**, identified as **Parish Project No. 13-DRA-32**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, the Contractor has exceeded the contract time and the Engineer had to spend an inordinate amount of time on construction administration and project representation, and

WHEREAS, it is estimated the Contractor will complete the construction of the project in 12 weeks, and

WHEREAS, the Engineer has requested an additional Seventeen Thousand, Twenty-One Dollars, and Sixty Cents (\$17,021.60) for construction administration and Thirty-Nine Thousand, Two Hundred and Seventeen Dollars and Zero Cents (\$39,217.00) for project representation, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract for an increase in the upset limit for these services, and

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Amend Section 5, Paragraph 5.1.1, to read as follows:

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit "A", "Further Description of Basic Engineering Services and Related Matters") as follows:

A Percentage of the Construction Cost Based On Curve B attached hereto as Exhibit "C". The Construction Cost used for calculating the fee will be a percentage of the Construction Cost of the Base Bid. (i.e. Fee is equal to 7.48% of Base Bid estimate of \$1,044,592.00 or \$78,140.00).

Amend Section 5, Paragraph 5.1.2.1, to read as follows:

5.1.2.1 General. For Additional Services and Reimbursable Expenses rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (Except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", "Current Rate Schedule - 2013". At this time the following additional services are anticipated and Estimated Costs shown below are recommended for budgetary considerations.

<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>CURRENT LIMIT</u>	<u>RECOMMENDATION INCREASE</u>	<u>NEW LIMIT</u>
2.1.2.	Topographic Surveying	\$ 10,000.00	\$ 0.00	\$ 10,000.00
2.1.17.	Grant Application	\$ 15,500.00	\$ 0.00	\$ 15,500.00
2.1.17.	Construction Administration	\$ 0.00	\$17,021.60	\$ 17,021.60
	Total	\$ 25,500.00	\$17,021.60	\$ 42,521.60

Section 5, Paragraph 5.1.2.2, reads as follows:

5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ENGINEER pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit "D". Services and reimbursable expenses of special consultants will be approved by ENGINEER, but shall be paid directly by ENGINEER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **None at this time**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.2.4 Resident Project Services. For resident services during construction furnished under Paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **\$114,579.00**

Section 5, Paragraph 5.1.5, reads as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **None at this time.**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$157,100.60**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 2017.

OWNER:
TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: _____
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated
Government

ENGINEER
ALL SOUTH CONSULTING
ENGINEERS, L.L.C.

BY: _____
Timothy Bonura
President

WITNESSES:

WITNESSES:

July 5, 2017

Ms. Jeanne P. Bray
Capital Projects Administrator
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361

**RE: St. Louis Canal Drainage Project, Phase 2
Parish Project No. 13-DRA-32
Request for Amendment**

Ms. Bray,

Please accept this correspondence as our formal request for a contract amendment for the above referenced project. All South requests an amendment to capture the additional construction administration and resident project representation required for the project.

Note that our engineering agreement as currently amended provides \$27,796.00 for construction administration on the above referenced project and was based on a 120 calendar day construction contract time and a normal amount of effort needed. As you are aware the contractor has significantly exceeded his contract time and we have had to spend an inordinate amount of time on construction administration. At this point we have \$2,640.40 remaining of our \$27,796 limit. Also, according to the contractor's latest revised schedule there are still 72 calendar days remaining until the project is complete which equates to 10.3 work weeks. Adding 1 additional work week to account for what will be needed for substantial completion we estimate the remaining CA time at 11.3 work weeks x 12 hours/work week x \$145/hour = \$19,662.00 - \$2,640.40 (amount remaining) = \$17,021.60. We therefore request an additional \$17,021.60 to cover the additional construction administration that will be required.

In addition, our engineering agreement as currently amended provides for \$75,362.00 for resident project representation. We now have \$446.00 remaining of our \$75,362.00 limit due to the same reasons as started above. As stated above we estimate another 11.3 work weeks of effort to complete the project which equates to 11.3 weeks x 6 days/week x 9 hours/day x \$65.00/hour = \$39,663.00 - \$446.00 (amount remaining) = \$39,217.00. Note that this may be an over estimate of the remaining cost of inspection because there should be times when the contractor will be performing non-critical work and we will not need inspection during those times. However, I would request the entire amount based on the contractors past performance and need for inspection. We therefore request an additional \$39,217.00 to cover the additional resident project representation that will be required.

Metairie

652 Papworth Avenue
Metairie, LA 70005
Tel 504-322-2783

Belle Chasse

305A Main Street
Belle Chasse, LA 70037
Tel 504-394-4424

Houma

302 School Street
Houma, LA 70360
Tel 985-537-8893

Raceland

3744 Highway 1
Raceland, LA 70394
Tel 985-537-8893

Baton Rouge

8000 GSRI Avenue
Baton Rouge, LA 70820
Tel 225-532-1406

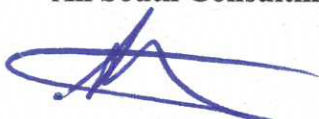
All South Consulting Engineers, L.L.C.

July 5, 2017
Ms. Jeanne Bray
Page 2 of 3

Thank you for the opportunity to work with the Terrebonne Parish Consolidated Government and please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

All South Consulting Engineers, LLC



Walter P. Medley
Project Manager



Monday, July 10, 2017

Item Title:

Engineer Appointment - Ellendale Feasibility Study

Item Summary:

RESOLUTION: Providing for the ratification of the appointment and by Parish President Gordon E. Dove of the firm of GIS Coastal Design & Engineering to provide professional services to determine the feasibility and public purpose of flood protection in the vicinity of Ellendale Subdivision and adjacent developments

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/6/2017	Executive Summary
Resolution	7/6/2017	Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ellendale Drainage Feasibility Study

PROJECT SUMMARY (200 WORDS OR LESS)
To appoint GIS Coastal Design & Engineering, LLC to provide professional services to determine the feasibility and public purpose of flood protection in the vicinity of Ellendale Subdivision and adjacent developments.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this appointment is to provide professional services in the preparation of a report that will focus on existing flood protection and drainage system of the Ellendale Subdivision and adjacent developments.

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

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

Jeanne P. Bray

07/06/2017

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing for the ratification of the appointment and by Parish President Gordon E. Dove of the firm of GIS Coastal Design & Engineering to provide professional services to determine the feasibility and public purpose of flood protection in the vicinity of Ellendale Subdivision and adjacent developments

WHEREAS, the Terrebonne Parish Consolidated Government would like to proceed with professional services in the preparation of a report that will focus on existing flood protection and drainage system of the Ellendale subdivision, and

WHEREAS, the Engineer is tasked to determine the feasibility and public purpose of flood protection in the vicinity of Ellendale Subdivision and adjacent developments, and the potential impacts to connecting the proposed levee to existing TPCG maintained levees.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the appointment and contracting with the firm of GIS Coastal Design & Engineering be ratified Project and that Parish President Gordon E. Dove be authorized to execute any and all documents with said firm for this project.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2017.

* * * * *

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2017, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS
_____ DAY OF _____, 2017

VENITA H. CHAUVIN, CLERK
TERREBONNE PARISH COUNCIL



Monday, July 10, 2017

Item Title:

No Wake Zone in Houma Navigational Canal

Item Summary:

Discussion and possible introduction of an ordinance that will establish a "No Wake Zone" in the Houma Navigational Canal 200 yards north from Four Point Landing in Dulac and calling a public hearing on July 26, 2017 at 6:30 p.m.

ATTACHMENTS:

Description

Agenda form
:Proposed ordinance

Upload Date

7/6/2017
7/10/2017

Type

Cover Memo
Ordinance

COMMITTEE:	Public Services Committee
MEETING DATE:	7-10-17
REQUESTED BY:	Councilman Al Marmande3
TOPIC:	Discussion and possible introduction of an ordinance to establish a “No Wake Zone” in the Houma Navigational Canal 200 yards north from the Four Point Landing and calling a public hearing on July 26, 2017 at 6:30 p.m.

BACKUP INFORMATION: ?

ATTACHED:	FORTHCOMING: X	NOT NEEDED:
------------------	-----------------------	--------------------

TO BE PREPARED BY:	Council Clerk
PERSON COMPLETING FORM:	Venita Chauvin
DATE:	6-26-17



Monday, July 10, 2017

Item Title:

Condemnation Hearing - 100 Howard Ave/8696 Main Street

Item Summary:

RESOLUTION: Calling a condemnation hearing on the commercial structure located @ 100 Howard Avenue/8696 Main Street, owned by E-Z Serve Convenience Stores, Inc, and Albert Lagraize, on Monday July 24, 2017 @ 5:30pm.

ATTACHMENTS:

Description	Upload Date	Type
Cover Memo - 100 Howard Ave/8696 Main St	7/6/2017	Cover Memo
Executive Summary - 100 Howard Ave/8696 Main St	7/6/2017	Executive Summary
Resolution - 100 Howard Ave/8696 Main St	7/6/2017	Resolution
Photos - 100 Howard Ave/8696 Main St	7/6/2017	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: Mr. Chris Pulaski 
Director of Planning and Zoning

From: Deon L. Stewart 
Code Enforcement Officer II

Date: June 29, 2017

Subject: Request for Council Consideration
Condemnation Hearing
100 HOWARD/8696 MAIN STREET
A TRACT LOCATED ON THE SOUTHWEST CORNER OF EAST MAIN STREET
AND HOWARD AVE; SECTION 8, T17S-R17E LESS PARCEL 2-10 SOLD TO LA
DOTD
HOUMA, LA 70363
Commercial Structure
Case No. NA-17-6791

Please find attached a resolution calling for a condemnation hearing on the above subject property to be conducted at the July 24, 2017 condemnation meeting.

Furthermore, to provide some background information in this matter, attached is a chronological listing of the efforts undertaken by this department.

District: Christa Duplantis-Prather, District 5
Owner: E-Z Serve Convenience Stores, Inc. & Albert Lagraize

If everything meets with your approval, please place the attached resolution on the next available Council meeting agenda so that the condemnation hearing may be appropriately called for the July 24, 2017 meeting.

As always, if you have any questions, please advise.

cc: Christa Duplantis-Prather, District 5
Jules Hebert
Administration Reading File
Council Reading File
Correspondence File

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION CALLING A CONDEMNATION HEARING ON THE COMMERCIAL STRUCTURE SITUATED AT 100 HOWARD/8696 MAIN STREET, A TRACT LOCATED ON THE SOUTHWEST CORNER OF EAST MAIN STREET AND HOWARD AVE; SECTION 8, T17S-R17E LESS PARCEL 2-10 SOLD TO LA DOTD, FOR MONDAY, JULY 24, 2017, AT 5:30 P.M. AND ADDRESSING OTHER MATTERS RELATIVE THERETO.

WHEREAS, on May 11, 2017, the Department of Planning and Zoning was notified of extensive violations to the Terrebonne Parish Nuisance Abatement Ordinance occurring at 100 HOWARD/8696 MAIN STREET; and

WHEREAS, from an inspection of the property conducted by the Department of Planning and Zoning on May 19, 2017, it was found that the structure located at 100 HOWARD/8696 MAIN STREET was, in fact, in such condition that it has been formally declared a dilapidated and dangerous structure, as defined under Section 14-26 of the Terrebonne Parish Code of Ordinances and, therefore, constitutes a nuisance; and

WHEREAS, the owner of record has been issued the required warning via certified mail by the Department of Planning and Zoning, of the violations occurring on the property; and

WHEREAS, subsequent to the required publication of the nuisance warning and numerous inspections of the property, the last of which occurring on June 29, 2017, no work to remedy the violations has occurred.

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that a condemnation hearing on the Commercial Structure located at 100 HOWARD/8696 MAIN STREET be called for Monday, July 24, 2017, at 5:30 p. m.; and

BE IT FURTHER RESOLVED that the appropriate notice be sent to the property owner(s) requiring him/her to show just cause at the hearing as to why the structure should not be condemned; and

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to appoint an attorney ad hoc to ensure that the property owner(s) are given proper notice and representation, if needed.



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Condemnation Hearing 100 Howard Avenue/8696 Main Street

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution calling for a condemnation hearing on the commercial structure at 100 Howard Avenue/8696 Main Street

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Resolution calling for a condemnation hearing on the commercial structure at 104 Howard Avenue/8696 Main Street for Monday, July 24, 2017 at 5:30 pm.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Chris Pulaski
Signature

07-06-17

Date

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION CALLING A CONDEMNATION HEARING ON THE COMMERCIAL STRUCTURE SITUATED AT 100 HOWARD/8696 MAIN STREET, A TRACT LOCATED ON THE SOUTHWEST CORNER OF EAST MAIN STREET AND HOWARD AVE; SECTION 8, T17S-R17E LESS PARCEL 2-10 SOLD TO LA DOTD, FOR MONDAY, JULY 24, 2017, AT 5:30 P.M. AND ADDRESSING OTHER MATTERS RELATIVE THERETO.

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NA-17-6791

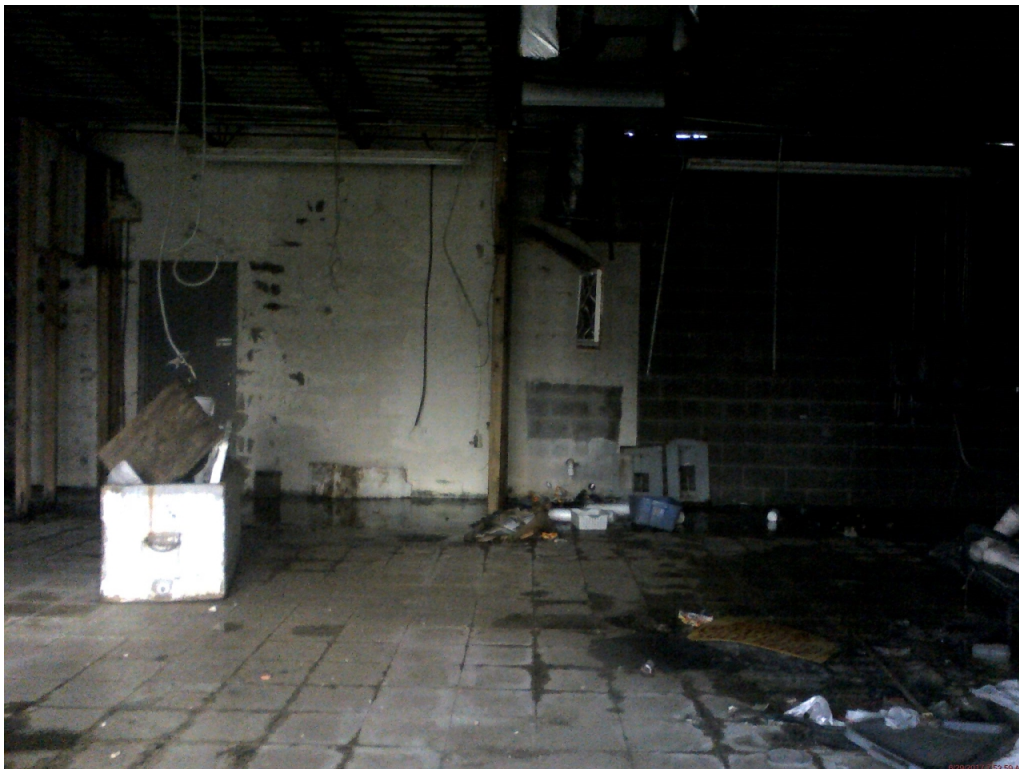
100 HOWARD/8696 MAIN STREET, HOUMA 70363

Description:DERELICT STRUCTURE

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NA-17-6791

100 HOWARD/8696 MAIN STREET, HOUMA 70363

Description:DERELICT STRUCTURE

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Uploaded:6/29/2017 9:09:56 AM By: Drew Breaux

