
PARISH COUNCIL
PARISH OF TERREBONNE

Steve Trosclair
CHAIRMAN

Arlanda J. Williams
VICE-CHAIRWOMAN
DISTRICT 1

John Navy

DISTRICT 2

Arlanda J Williams

DISTRICT 3

Gerald Michel

DISTRICT 4

Scotty Dryden



2nd Floor, Council Meeting Room
Government Tower, 8026 Main Street
Houma, Louisiana

AGENDA

Wednesday, March 28, 2018
6:00 PM

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.

Venita H. Chauvin,
COUNCIL CLERK

DISTRICT 5

Christa Duplantis-Prather

DISTRICT 6

Darrin Guidry

DISTRICT 7

Al Marmande

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

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

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON FEBRUARY 21, 2018

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 14, 2018

APPROVE MANUAL CHECK LISTING-FEBRUARY 2018

APPROVE ACCOUNTS PAYABLE BILL LIST FOR 3/19/2018 & 3/26/2018

1. GENERAL BUSINESS:

- A.** Proclamation: Declaring March 2018 as Social Work Month in Terrebonne Parish
- B.** Proclaiming the week of April 1-7, 2018 as Junior Auxiliary Week in Houma, Louisiana.

- C.
 - 1. Public Overview and Focus of Consultant, Sisung, on LEPA Power Plant Unit #1,
 - 2. Lirette Street Bulkhead & Culvert replacement at Pump Station - (Emergency Repair),
 - 3. 4 Point Road and ramp asphalt overlay,
 - 4. Falgout Canal Floodgate progress,
 - 5. Hanson Canal Pump station,
 - 6. High water update & miscellaneous project
- D. "Review and discussion of the protocol used by ALL Council Members in handling problems that occur within their districts with various departments."

2. PUBLIC WISHING TO ADDRESS THE COUNCIL:

- A. Mr. Brian Nixon wishes to address the Council relative to Daniel Turner Trailer Park.
- B. As per speaker cards submitted prior to the beginning of the meeting.

6:30 O'CLOCK P.M. - PUBLIC HEARINGS RELATIVE TO:

- A. AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET, THE 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.
 - I. Civic Center, \$0
 - a. add Assistant Operations Supervisor b. delete Electrician Engineering Foreman
 - II. Re-class Several CDBG Recovery Projects, Net Affect - \$0
 - 1. Consider adoption of ordinance.
- B. An ordinance that will amend the Terrebonne Parish Code of Ordinances, Chapter 21, Article V, to restructure regulations over the Terrebonne Parish Recreation Districts and to provide for related matters.
 - 1. Consider adoption of ordinance.
- C. An ordinance to amend Chapter 2, Article IV, Section 22-77 of the Terrebonne Parish Code of Ordinances to add the Nuisance Abatement Division and the Recovery Assistance and Mitigation Planning Division as Divisions under the Planning and Zoning Department and remove the Coastal Zone Management Division from this section. Amendment is for the benefit of performing general housekeeping duties.
 - 1. Consider adoption of ordinance.
- D. An ordinance to Declare as Surplus and to Authorize the Terrebonne Parish Consolidated Government to Donate Five (5) Transit Buses no Longer Needed for Public Purposes to Terrebonne Council On Aging, Inc. for use in the Transportation of the Elderly in Terrebonne Parish, Louisiana, and to Authorize the Terrebonne Parish President to Execute the Necessary Documents to Effectuate the Donation, and to Provide for Related Matters.
 - 1. Consider adoption of ordinance.
- E. An ordinance to amend the Flood Damage Prevention Ordinance. Changes are intended to coordinate with the Parish Code Chapter 23 - Sewer and Sewage Disposal which also requires a specified elevation height.
 - 1. Consider adoption of ordinance.

3. COMMITTEE REPORTS:

- A. Public Services Committee, 3/26/18*
- B. Community Development & Planning Committee, 3/26/18
- C. Budget & Finance Committee, 3/26/18*
- D. Policy, Procedure & Legal, 3/26/18
(Ratification of minutes calls public hearings on *4/11/18 at 6:30 p.m.)

4. STREET LIGHTS:

- A. Light installations, removals, and/or activations.

5. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. **Recreation District No. 3 Board:** One vacancy to fill an unexpired term.
- B. **Terrebonne Parish Youth Advisory Council :** Representatives from each of the following High Schools: 2 from Covenant Christian, 2 from H. L. Bourgeois, 1 from Houma Christian, 1 from South Terrebonne, 2 from Terrebonne, and 2 from Vanderbilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal.

6. COUNCIL MEMBERS REQUEST DISCUSSION OF:

- A. **MR. JOHN NAVY:**
 - 1. Discussion and possible action regarding addressing dilapidated and dangerous structures causing problems for residents.

7. ANNOUNCEMENTS:

- A. **Council Members**
- B. **Parish President**

8. STAFF REPORTS:

- A. Parish President Dove's Appointment of the Public Works Department Head.
- B. AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 110 RED STREET, GRAY, LOUISIANA 7035 (TAX ACCOUNT #AO1-8037) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.
- C. AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 207 AUTHEMENT STREET, HOUMA, LOUISIANA 70363 (TAX ACCOUNT #R03C-19583) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.
- D. AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 214 PRINCE COLLINS STREET, HOUMA, LOUISIANA 70364) (TAX ACCOUNT #A03C-23220) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.
- E. AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 329 WILLOWDALE DRIVE, GRAY, LOUISIANA 70359 (TAX ACCOUNT #A01-8354) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.
- F. AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY

LOCATED AT 617 HOBSON STREET, HOUMA, LOUISIANA 70360 (TAX ACCOUNT #E03-24210) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

9. MONTHLY ENGINEERING REPORTS:

A. GIS Engineering, LLC

10. ADJOURN

Category Number:
Item Number:



Wednesday, March 28, 2018

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Wednesday, March 28, 2018

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Wednesday, March 28, 2018

Item Title:

Emergency Ordinance, 110 Red St., Options for Independence

Item Summary:

AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR AFFORDABLE HOUSING TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 110 RED STREET, GRAY, LOUISIANA 7035 (TAX ACCOUNT #AO1-8037) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/27/2018	Ordinance
Cooperative Endeavor Agreement	3/27/2018	Backup Material

OFFERED BY:
SECONDED BY:

EMERGENCY ORDINANCE NO: _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR AFFORDABLE HOUSING TP FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 110 RED STREET, GRAY, LOUISIANA 70359. (TAX ACCOUNT #A01-8037) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 75% of immovable property owned by Tom Robertson, et al and 25% of immovable property owned by the Estate of Charles Fluence c/o Ella Townsend, situated at Lot 6 Block A Front and Barrow Streets (Now Red Street) Beattievile (110 Red Street, Gray), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 26, 2006 for nonpayment of taxes; and

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

WHEREAS, TPCG does not need the Property for any public purpose, and TPCG wishes to surplus the said Properties accordingly; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, Options for Affordable Housing, a local non-profit corporation (hereinafter sometimes referred to as the “Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Properties to the Non-Profit corporation in order to facilitate additional low to moderate income housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to condition the said donation of the Property on the Non-Profit’s performance of any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, in order to outline the Non-Profit’s obligations as set forth above, which include that the non-profit perform the required tax party notices prior to acquiring the Property, and maintain the Property in compliance with the Federal Home Loan Bank Program guidelines, TPCG desires to enter into a cooperative endeavor agreement with the Non-Profit establishing the Non-Profit’s obligations; and

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

LOT 6 BLOCK A FRONT & BARROW STREETS (NOW RED STREET)
BEATTIEVILLE. CB 1976/462

Bearing a municipal address of 110 Red Street, Gray, Louisiana 70359. (Tax Account #A01-8037).

Being the same property acquired by Donor through adjudication at tax sale registered June 28, 2006, at Terrebonne Parish COB 1976, Page 462, Entry No. 1241207.

being all Property adjudicated to the Terrebonne Parish Consolidated Government more than three years ago.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to execute and enter into and enforce a cooperative endeavor agreement with Options for Affordable Housing to facilitate the transfer of the Property to the Non-profit, and that the Parish President is hereby authorized to execute and enter into and enforce a donation of said Property to the Non-profit upon the Non-profit's satisfactory performance of the cooperative endeavor agreement in accordance with the terms contained in that agreement, which is attached hereto, and inclusive of the terms below.

SECTION I

The non-profit shall be solely responsible for compliance with La. R.S. 47:2206 regarding notification to tax sale parties for redemption purposes, La. R.S. 47:2208 regarding the recordation of affidavits necessary to erase encumbrances after the transfer, and any other legal procedures to ensure proper title. Terrebonne Parish Consolidated Government has not and will not perform these requirements. Terrebonne Parish Consolidated Government encourages the Non-profit to consult legal counsel regarding Louisiana law on adjudicated property.

SECTION II

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

SECTION III

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

SECTION IV

Pursuant to Section 2-14 of the Home Rule Charter and Section 1-13 of the Code of Ordinances for Terrebonne Parish Consolidated Government, this ordinance shall be adopted as an Emergency Ordinance as time is of the essence for Options for Affordable Housing to acquire the above Adjudicated Property by Donation through the use of funds granted by Home Loan Bank Funds the Program.

SECTION V

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 was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chair declared the resolution ordinance this ____ day of _____,
2018.

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OPTIONS FOR AFFORDABLE HOUSING**

This agreement is made and entered into on the date and place indicated below between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”); and

OPTIONS FOR AFFORDABLE HOUSING, (EIN: 45-2799204), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Roosevelt Thomas, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

who declare as follows:

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

WHEREAS, La. R.S. 47:2205 authorizes the Terrebonne Parish Consolidated Government (“TPCG”) to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, 75% of immovable property owned by Tom Robertson, et al and 25% of immovable property owned by the Estate of Charles Fluence c/o Ella Townsend, situated at Lot 6 Block A Front and Barrow Streets (Now Red Street) Beattievile (110 Red Street, Gray), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 26, 2006 for nonpayment of taxes; and

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

WHEREAS, on July 22, 2009, TPCG declared the Property not needed or useful for any public purpose, and declared the Property surplus; and

WHEREAS, Options for Affordable Housing (“Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant Property and increase the availability of

affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Property to the non-profit corporation to facilitate additional affordable housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to donate the Property to Non-Profit for those purposes, provided the Non-profit perform any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, Non-Profit has agreed to such terms; 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 as follows:

I. RECITALS

The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

II. EFFECTIVE DATE AND TERM

It is understood and agreed that, conditioned upon notification to Non-Profit that the Property have been approved for participation in the Federal Home Loan Bank Program, the effective date of this agreement shall be the date of execution of this agreement by both parties, and the term of this agreement shall expire upon the expiration of the latter of the Compliance Period or Affordability Period, as defined in the Federal Home Loan Bank Guidelines for Terrebonne Parish.

III. CERTIFICATIONS

Non-Profit certifies that it has been recognized by the Internal Revenue Service as a 501(c)(3) corporation under the Internal Revenue Code.

IV. ACKNOWLEDGEMENTS

Non-Profit acknowledges that TPCG has acquired the following adjudicated property:

LOT 6 BLOCK A FRONT & BARROW STREETS (NOW RED STREET)
BEATTIEVILLE. CB 1976/462

Bearing a municipal address of 110 Red Street, Gray, Louisiana 70359. (Tax Account #A01-8037).

Being the same property acquired by Donor through adjudication at tax sale registered June 28, 2006, at Terrebonne Parish COB 1976, Page 462, Entry No. 1241207.

(hereinafter "Property" or "premises") by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the Property.

Non-Profit acknowledges that TPCG may own the tax title to the Property only, and that TPCG is acting herein in its capacity as the tax title owner of the Property. Non-Profit also acknowledges that, because the Property were acquired by TPCG by means of adjudication, the owners of the Property may redeem the tax titles to the Property at any time up to the recordation of the Act of Donation transferring title of the Property to Non-Profit.

TPCG makes no claims that it has authority to act in the capacity as the owner of the Property. Non-Profit acknowledges that, pursuant to statutory law, TPCG bears no liability as

the owner of the Property, and that Non-Profit is strongly encouraged to obtain liability insurance for the Property for the duration of this agreement.

Non-Profit acknowledges that TPCG has made no representation as to the validity of the tax sales resulting in the adjudication of the Property to TPCG. Non-Profit acknowledges that TPCG has made no representations as to the validity of the statutes authorizing this agreement and the pending donation of the Property to Non-Profit. Non-Profit acknowledges that TPCG has advised Non-Profit to seek legal advice before proceeding with this Agreement and the eventual donation of the Property.

Non-Profit acknowledges receipt of a copy of La. R.S. 47:2205, *et seq.*, as provided by the TPCG, and that these copies were provided to Non-Profit for information purposes only. Non-Profit also acknowledges that it will comply with all requirements of the Federal Home Loan Bank Program in Terrebonne Parish.

V. TERMS AND CONDITIONS PREREQUISITE TO TRANSFER

TPCG shall give, donate, cede and transfer the Property to Non-Profit upon Non-Profit's satisfactory performance (as determined by TPCG) of all the following:

- a. Maintenance of the Property. Non-Profit shall maintain the premises as a prudent caretaker and in a neat, orderly and sanitary manner, and in accordance with Terrebonne Parish regulations.
- b. Refrain from Improving and Using Property. Non-Profit shall refrain from erecting or placing new structures or improvements on the Property, and it shall refrain from using the premises to store personal property, movable or immovable, or for any purposes other than maintenance.
- c. Statutory Compliance Regarding Notice to Tax Sale Parties. Non-Profit shall immediately perform the statutory requirements set out in La. R.S. 47:2206 to ensure that the time for redemption of the adjudicated property has expired prior to the closing date of the transfer of the Property. The TPCG has not and will not perform these notices.
- d. Statutory Compliance Regarding Affidavit of Notice. Upon expiration of the time delays provided in La. R.S. 47:2208, Non-Profit shall prepare and present TPCG with its proposed Affidavit of Notice authorized under La. R.S. 47:2208. TPCG shall have the right, but not the obligation, to review the affidavit prior to transferring the Property to Non-Profit. Non-Profit shall be solely responsible for the affidavit requirement set forth La. R.S. 47:2208.
- e. Inspection. TPCG representatives and assigns shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property to ensure compliance with the terms of this agreement.

VI. TIME PERIOD FOR PERFORMANCE OF PREREQUISITES

Non-Profit shall have 240 days (approximately 8 months) from the effective date of this agreement to satisfactorily perform (as determine by TPCG) the prerequisites enumerated in Section V above. In the event Non-Profit fails to satisfactorily perform all requirements prior to deadline, TPCG, at its sole option, may terminate this agreement.

Furthermore, the donation of each of the Property to Non-Profit is conditioned upon the approval of the Non-Profit's Federal Home Loan Bank Program applications for each of the Property. TPCG, at its sole option, may donate the Property separately based on the approval(s) of the said applications.

VII. DONATION OF PROPERTY; TERMS

Upon Non-Profit's completion, to the satisfaction of TPCG, of all of the prerequisites enumerated in Section V. above, TPCG shall donate the Property by Act of Donation to Non-Profit and in accordance with the statutory law governing donations of adjudicated property.

The following terms shall apply to the donation, and these terms are hereby made a part of the Act of Donation as if copied therein:

- a. TPCG shall warrant the transfer of the Property only against eviction from the Property resulting from prior act of the TPCG.
- b. Except for the warranty against eviction resulting from prior acts of TPCG, the Property shall be donated to Non-Profit as is and without any warranties whatsoever, even for redhibition or fitness, and Non-Profit's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.
- c. Non-Profit shall be responsible for the filing fees associated with the donation of the Property.
- d. The donation is made and accepted by Non-Profit subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.
- e. Non-Profit shall cause the Affidavit(s) of Notice (prepared in accordance with La. R.S. 47:2208) to be recorded at the same time of the recordation of the Act of Donation.
- f. In consideration for the donated Property, Non-Profit shall construct or rehabilitate on and maintain on the Property affordable housing (as defined by HUD standards) for low to moderate income families in accordance with the Federal Home Loan Bank Program Guidelines in Terrebonne Parish, including any Program Agreements, Notes, Mortgages, and Loans, as administered by the TPCG Housing and Human Services Department.
- g. In the event Non-Profit fails to construct or rehabilitate and maintain affordable housing on any of the Property donated in accordance with paragraph "f" above or fails to perform any of its obligations hereunder subsequent to the execution of the Act of Donation, Non-Profit shall be in default of this agreement. If, within 30 days of written notice of default by TPCG to Non-Profit, Non-Profit has failed to remedy such default, it shall be in breach of this agreement. In the event of Non-Profit's breach of this agreement, the TPCG, at its sole option may pursue any of the following remedies against Non-Profit:
 1. TPCG may demand liquidated damages in an amount equal to the fair market value of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines, valued at the time of execution of the Act of Donation, or
 2. TPCG may demand, at Non-Profit's expense, the revocation of the donation of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines.
- h. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines within three (3) years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to fifty (50%) percent of the fair market value of each property so sold. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines after three (3) years, but before ____ () years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to twenty-five (25%) percent of the fair market value of each property so sold. For purposes of this paragraph, the fair market value of each of the Property sold by Non-Profit as authorized by the Federal Home Loan Bank Program shall be the amount of the purchase price of the property sold by Non-Profit.
- i. Should TPCG place this agreement in the hands of an attorney for enforcement, Non-Profit shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by TPCG.

- j. The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

VIII. INDEMNIFICATION AND STATEMENTS AS TO NO WARRANTIES

The Non-Profit accepts the premises in its present condition and assumes full responsibility for the condition of said premises without any liability or obligation of any kind whatsoever upon the part of TPCG. Non-Profit agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants and employees, including volunteers from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of this agreement prior to donation and subsequent Act of Donation to be executed between the parties, Non-Profit's use and maintenance of the premises, and any and all other actions or omissions by Non-Profit, its officers, agents, servants, and employees, or others on said premises by license or invitation or contract of Non-Profit, solely except those claims, demands or causes of action arising out of Terrebonne Parish Consolidated Government's warranties under La. R.S. 47:2207. Non-Profit agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Non-Profit acknowledges that TPCG has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

Non-Profit acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Non-Profit is satisfied as to the condition and fitness of the Property.

It is understood and agreed that the Property is transferred by TPCG to the Non-Profit "AS IS, WHERE IS" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Non-Profit expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520, *et. seq.* Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein

IX. TERMINATION

At any time prior to the execution of the Act of Donation, this agreement may be

terminated under any or all of the following conditions:

- a. By either party after thirty (30) days written notice to the other.
- b. By written mutual agreement and consent of the parties hereto.
- c. By TPCG for Non-Profit's failure to comply with Section VI. Time Period for Performance of Prerequisites, herein.
- d. By written notice to Non-Profit that the Property has become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.
- e. By legally authorized redemption on behalf of the titled owner.

X. NO WAIVER

The failure of TPCG or Non-Profit to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

XI. ASSIGNMENT

During the term of this agreement, Non-Profit shall not assign, in part or in whole, any rights or obligations granted herein without prior written consent of TPCG, and if so consented, all of the conditions and provisions herein shall apply to such substituted party.

XII. AMENDMENT

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

XIII. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

XIV. DRAFTER

None of the parties hereto shall be deemed to be considered to be the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

By: GORDON E. DOVE
Its: President

NOTARY PUBLIC

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

OPTIONS FOR AFFORDABLE HOUSING:

By: ROOSEVELT THOMAS
Its: President

NOTARY PUBLIC

Category Number:
Item Number:



Wednesday, March 28, 2018

Item Title:

REGULAR SESSION MINUTES, APPROVE

Item Summary:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON FEBRUARY 21, 2018

Category Number:
Item Number:



Wednesday, March 28, 2018

Item Title:

REGULAR SESSION MINUTES, DISTRIBUTE

Item Summary:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 14, 2018

Category Number:
Item Number:



Wednesday, March 28, 2018

Item Title:

Manual Check Listing-February 2018

Item Summary:

APPROVE MANUAL CHECK LISTING-FEBRUARY 2018

ATTACHMENTS:

Description

Manual Check Listing-February 2018

Upload Date

3/21/2018

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
MANUAL CHECK LISTING- February 2018

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF THE MANUAL CHECK PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

____s/Kandace Mauldin, CFO March 21, 2018

Signature

Date

Category Number:
Item Number:



Wednesday, March 28, 2018

Item Title:

Accounts Payable Bill List for 3/19/2018 & 3/26/2018

Item Summary:

APPROVE ACCOUNTS PAYABLE BILL LIST FOR 3/19/2018 & 3/26/2018

ATTACHMENTS:

Description

Accounts Payable Bill List for 3/19/2018
& 3/26/2018

Upload Date

3/21/2018

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ACCOUNTS PAYABLE BILL LISTS FOR 3/19/2018 & 3/26/2018

PROJECT SUMMARY (200 WORDS OR LESS)
TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)
OPERATION OF GOVERNMENT

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

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

s/Kandace M. Mauldin, CFO

March 21, 2018

Signature

Date

Category Number: 1.
Item Number: A.



Wednesday, March 28, 2018

Item Title:

Proclamation: Declaring March 2018 as Social Work Month in Terrebonne Parish

Item Summary:

Proclamation: Declaring March 2018 as Social Work Month in Terrebonne Parish

ATTACHMENTS:

Description	Upload Date	Type
Proclamation Social Work Month March 2018	3/14/2018	Backup Material

Terrebonne Parish Consolidated Government



A Proclamation

WHEREAS, the primary mission of the Social Work profession is to enhance well-being and help meet the basic needs of all people, especially the most vulnerable in society;

WHEREAS, Social Workers work in all areas of our society to improve happiness, health and prosperity, including in government, schools, universities, social service agencies, communities, the military and mental health and health care facilities;

WHEREAS, Social Workers have helped this nation live up to its ideals by successfully pushing for equal rights for all;

WHEREAS, Social Workers have helped people in this nation overcome racial strife and economic and health care uncertainty by successfully advocating for initiatives such as Medicaid, unemployment insurance, workplace safety, Social Security benefits, the Civil Rights Act, the Voting Rights Act, and the Affordable Care Act;

WHEREAS, Social Workers are the largest group of mental health care providers in the United States and daily work to help people overcome depression, anxiety, substance abuse and other disorders so they can lead more fulfilling lives;

WHEREAS, the U.S. Department of Veterans Affairs employs more than 12,000 professional Social Workers and Social Workers help bolster our nation's security by providing support to active duty military personnel, veterans and their families;

WHEREAS, thousands of child, family and school Social Workers across the country provide assistance to protect children and improve the social and psychological functioning of children and their families;

WHEREAS, Social Workers help children find loving homes and create new families through adoption;

WHEREAS, Social Workers work with older adults and their families to improve their quality of life and ability to live independently as long as possible and get access to quality mental health and health care;

WHEREAS, Social Workers have helped the United States and other nations overcome earthquakes, floods, wars and other disasters by helping survivors get services such as food, shelter and health care and mental health care to address stress and anxiety.

NOW THEREFORE, in recognition of the numerous contributions made by America's Social Workers, the Terrebonne Parish Council, on behalf of the Parish President and the Terrebonne Parish Consolidated Government, do hereby proclaim the month of March 2018 as

"Social Work Month"

and call upon all citizens to join with the National Association of Social Workers and the Houma-Terrebonne community in celebration and support of the Social Work Profession.

GORDON E. DOVE
PARISH PRESIDENT

STEVE TROSCLAIR
COUNCIL CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY <i>DISTRICT 1</i>	ARLANDA WILLIAMS <i>DISTRICT 2</i>	GERALD MICHEL <i>DISTRICT 3</i>	SCOTTY DRYDEN <i>DISTRICT 4</i>	CHRISTA DUPLANTIS-PRATHER <i>DISTRICT 5</i>
DARRIN GUIDRY <i>DISTRICT 6</i>	AL MARMANDE <i>DISTRICT 7</i>	DIRK GUIDRY <i>DISTRICT 8</i>	STEVE TROSCLAIR <i>DISTRICT 9</i>	

Category Number: 1.
Item Number: B.



Wednesday, March 28, 2018

Item Title:

Proclamation - Junior Auxiliary Week

Item Summary:

Proclaiming the week of April 1-7, 2018 as Junior Auxiliary Week in Houma, Louisiana.

ATTACHMENTS:

Description

Proclamation

Upload Date

3/20/2018

Type

Backup Material

Terrebonne Parish Consolidated Government



A Proclamation

WHEREAS, The Junior Auxiliary of Houma, Louisiana, a Chapter of the seventy-seven year old National Association of Junior Auxiliaries, Inc., represents a serious endeavor on the part of women to be active and constructive participants in the community and to assume responsible leadership in meeting community needs; and,

WHEREAS, The mission of the National Association of Junior Auxiliaries, Inc., is to encourage member Chapters to render charitable services which are beneficial to the general public, with particular emphasis on children, and to cooperate with other organizations performing similar services; and,

WHEREAS, The Junior Auxiliary of Houma works actively to perform the mission of the National Association of Junior Auxiliaries, Inc., in this community since 1975 and we appreciate its efforts.

NOW THEREFORE BE IT PROCLAIMED that I, Gordon E. Dove, President of Terrebonne Parish Consolidated Government, and the Terrebonne Parish Council do hereby designate the week of April 1-7, 2018, as

JUNIOR AUXILIARY WEEK

in Houma, Louisiana, sponsored by the National Association of Junior Auxiliaries, Inc., and urge all citizens, civic and fraternal groups, news media, and other community organizations to join in the salute to Junior Auxiliary volunteers who have been an important presence in this community since 1975.

GORDON E. DOVE
PARISH PRESIDENT

STEVE TROSCLAIR
COUNCIL CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY	ARLANDA WILLIAMS	GERALD MICHEL	SCOTTY DRYDEN	CHRISTA DUPLANTIS-PRATHER
DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
DARRIN GUIDRY	AL MARMANDE	DIRK GUIDRY	STEVE TROSCLAIR	
DISTRICT 6	DISTRICT 7	DISTRICT 8	DISTRICT 9	



Wednesday, March 28, 2018

Item Title:

Update on Projects from Parish President

Item Summary:

1. Public Overview and Focus of Consultant, Sisung, on LEPA Power Plant Unit #1,
 2. Lirette Street Bulkhead & Culvert replacement at Pump Station - (Emergency Repair),
 3. 4 Point Road and ramp asphalt overlay,
 4. Falgout Canal Floodgate progress,
 5. Hanson Canal Pump station,
 6. High water update & miscellaneous project
-



Wednesday, March 28, 2018

Item Title:

“Review and discussion of the protocol used by ALL Council Members in handling problems that occur within their districts with various departments.”

Item Summary:

“Review and discussion of the protocol used by ALL Council Members in handling problems that occur within their districts with various departments.”

ATTACHMENTS:

Description	Upload Date	Type
Agenda Form	3/26/2018	Backup Material

MEETING DATE:	03/28/2018
COUNCIL:	Gerald Michel
SECTION OF AGENDA:	<div style="text-align: right;"> MEMORIALS _____ CERTIFICATE OF RECOGNITION _____ COMMENDATIONS _____ PROCLAMATIONS _____ RESOLUTIONS _____ RESOLUTIONS INTRODUCING ORDINANCES _____ GENERAL BUSINESS <u> X </u> _____ PUBLIC HEARINGS _____ PUBLIC TO ADDRESS THE COUNCIL _____ COMMITTEE REPORTS _____ STREET LIGHTS _____ NOTICE OF MEETINGS _____ LIQUOR PERMITS _____ APPOINTMENTS/VACANCIES _____ COUNCIL MEMBERS' DISCUSSION _____ ANNOUNCEMENTS _____ STAFF REPORTS _____ PETITION SUBMISSIONS _____ ENGINEERS' REPORTS _____ OTHER (SPECIFY) _____ </div>
TOPIC:	“Review and discussion of the protocol used by ALL Council Members in handling problems that occur within their districts with various departments.”

BACKUP INFORMATION:

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

TO BE PREPARED BY:	
PERSON COMPLETING FORM:	Venita Chauvin
DATE:	03/26/2018



Wednesday, March 28, 2018

Item Title:

Mr. Brian Nixon - Daniel Turner Trailer Park

Item Summary:

Mr. Brian Nixon wishes to address the Council relative to Daniel Turner Trailer Park.

ATTACHMENTS:

Description

Speaker Card

Upload Date

3/23/2018

Type

Backup Material

S P E A K E R C A R D

Please complete this card and turn in to COUNCIL CHAIRPERSON or COUNCIL CLERK prior to the start of the meeting.

If you wish to address the Council relative to:

____ Approval of Minutes

____ Item under "General Business"

____ Approval of Accounts Payable Bill Lists

____ Committee Reports

____ Approval of Manual Check Lists

____ Other

Please note before submitting speaker card.

NAME: Brian Nixon DATE: 03-21-18

ADDRESS C

NTATION: _____

I wish to address the Council regarding:

Daniel Turner Trailer Park (crime, drugs, etc)

Category Number: 2.
Item Number: B.



Wednesday, March 28, 2018

Item Title:

Public to address Council

Item Summary:

As per speaker cards submitted prior to the beginning of the meeting.



Wednesday, March 28, 2018

Item Title:

2018 Various Items for Budget Amendment

Item Summary:

AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET, THE 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

I. Civic Center, \$0

a. add Assistant Operations Supervisor b. delete Electrician Engineering Foreman

II. Re-class Several CDBG Recovery Projects, Net Affect - \$0

1. Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2018 Various Items for Budget Amendment	3/8/2018	Executive Summary
2018 Various Items for Budget Amendment	3/8/2018	Budget Amendment
2018 Various Items for Budget Amendment	3/8/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET, THE 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.
<div>I. Civic Center, \$0</div> <div>a. add Assistant Operations Supervisor</div> <div>b. delete Electrician Engineering Foreman</div> <div>II. Re-class Several CDBG Recovery Projects, Net Affect - \$0</div>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See above

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

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

/s/ Kayla Dupre
Signature

March 7, 2018
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2018 ADOPTED OPERATING BUDGET, THE 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Civic Center, \$0
 - a. add Assistant Operations Supervisor
 - b. delete Electrician Engineering Foreman
- II. Re-class Several CDBG Recovery Projects, Net Affect - \$0

SECTION I

WHEREAS, Administration is requesting to amend the Budgeted Positions, adding an Assistant Operations Supervisor position, Grade 209, and deleting an Electrician Engineering Foreman, Grade 108 for the Civic Center, and

WHEREAS, there is no change in the budgeted dollars for this amendment.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and Budgeted Positions be amended to recognize the necessary change for the Civic Center positions. (Attachment A)

SECTION II

WHEREAS, several CDBG Recovery Projects have now been completed with budgeted dollars remaining needed to be distributed as listed below:

Ward 7 Levee	(\$155,000)
Gray Sewer Extension	(4)
DPW Administration Building	\$155,004

WHEREAS, the Engineering Department has reviewed and reassigned these dollars along with the approval of the State of Louisiana, Office of Community Development.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2018 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government be amended for the various CDBG Recovery Projects. (Attachment B)

ATTACHMENT A - Civic Center

	2018						
	Adopted	Change	Amended	Level	MIN	MID	MAX
Electr Eng Foreman	1	-1	0	108	32,703	40,879	49,055
Asst Oper Supv	0	1	1	209	47,732	59,665	71,599

ATTACHMENT B - CDBG Recovery Projects

				2017		
				Adopted	Change	Amended
641-351-8929-07	CDBG Ward 7 Levee Elevation			1,838,722	(155,000)	1,683,722
641-431-8927-01	CDBG Gray Sewer Facilities			4	(4)	-
641-302-8912-01	Public Works Administration Bldg.			136,387	155,004	291,391

Section I

Kayla Dupre

From: Janel Ricca
Sent: Friday, February 23, 2018 10:52 AM
To: Kayla Dupre
Subject: FW: Possible New Position
Importance: High

Kayla, See the email below from Bekki on the grade and pay scale for the new position.

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com
www.houmaciviccenter.com



*start after
April 23*

From: Bekki Savoie
Sent: Thursday, February 15, 2018 4:11 PM
To: Janel Ricca
Cc: J. Dana Ortego
Subject: RE: Possible New Position
Importance: High

Good afternoon,

After reviewing the job description, and placing the information from the JEM into the database, this new position has graded out at a 209. The pay scale for a 209 is \$ 47,732 - \$71,599.

Please let me know if you have any additional questions or need anything else.

Thank you,

Bekki D. Savoie, SHRM-CP, PHR

Human Resources Generalist
Terrebonne Parish Consolidated Government

Phone: (985) 873-6474
Fax: (985) 850-4696



Please consider the environment before printing this email.

From: Janel Ricca
Sent: Tuesday, January 30, 2018 8:48 AM
To: Krystal Tipton
Cc: J. Dana Ortego; Bekki Savoie
Subject: RE: Possible New Position

Krystal, Thanks but I forgot I had done this already last year when I thought this may happen. Attached is a Job Description and Questionnaire. (Not sure if I should call this an Asst. Operations Supervisor or Manager) I didn't see this position anywhere in the grading and classification plan that I have.

Still not 100% that this is all going to happen but I'm on a timeline and want to be ready if it does. Let me know if you need anything else. Thanks!

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com



From: Krystal Tipton
Sent: Tuesday, January 30, 2018 8:30 AM
To: Janel Ricca
Cc: J. Dana Ortego; Bekki Savoie
Subject: RE: Possible New Position
Importance: High

Good Morning!

As per our conversation yesterday, please complete the attached Job Evaluation Manual on the new position, and forward to me for proper grading in our current classification plan. Also, please attach a job description.

Thanks,

Krystal L. Tipton, SHRM-CP, PHR

Human Resources Department
Terrebonne Parish Consolidated Government
Phone (985) 873-6474
Fax (985) 850-4696
ktipton@tpcg.org



Please consider the environment before printing this email.

From: Janel Ricca
Sent: Friday, January 26, 2018 4:07 PM
To: Krystal Tipton
Subject:

Hey, Just so I can get my ducks in a row, I may be looking to convert one job title to another for one of the positions over here. I know I need to go to council, but if the position I want to convert to isn't created yet, is there a form I need to start filling out so I can have things ready if I want to move forward, as far as creating a job classification? Still putting the pieces all together but I may look to convert my Electrical Foreman to an Assistant Operations Supervisor. I didn't see that position listed anywhere in the wage and classification breakdown of all Parish positions.

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com
www.houmaciviccenter.com



Kayla Dupre

From: Janel Ricca
Sent: Thursday, February 22, 2018 3:12 PM
To: Kandace Mauldin; Kayla Dupre
Subject: RE:

Thanks! Kayla, please let me know what you need from me. Thanks.

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com
www.houmaciviccenter.com



From: Kandace Mauldin
Sent: Thursday, February 22, 2018 2:55 PM
To: Janel Ricca; Kayla Dupre
Subject: RE:

Hey Janel,

We would just need to do a budget amendment to amend the budget positions. You can get with Kayla (I have included her in this email), to get it on the next agenda.

From: Janel Ricca
Sent: Thursday, February 22, 2018 2:36 PM
To: Kandace Mauldin
Subject: FW:

Kandace, Regarding the previous email I sent about deleting our Electrical Engineering Foreman position and adding an Asst Operations Supervisor position in our budget, I'd like to try to get this on the March 12 council agenda. Per email below, Mike has approved. Can you tell me what I need to do to get this going. Thanks.

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com
www.houmaciviccenter.com



From: Mike C. Toups
Sent: Thursday, February 22, 2018 2:32 PM
To: Janel Ricca
Subject: RE:

Okay with me. Great, pro-active thinking!

*Mike Toup*s

Mike Toups
Parish Manager
T. P. C. G.

(P) (985) 873-6407



From: Janel Ricca
Sent: Thursday, February 22, 2018 2:29 PM
To: Mike C. Touns
Subject: RE:

Yes, exactly right! If you are okay with this, can I ask Kandace to help with what we need to move forward to put it on the council agenda, as far as deleting the Electrical Foreman position and adding the Asst Operations Supervisor position?

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com
www.houmaciviccenter.com



From: Mike C. Touns
Sent: Thursday, February 22, 2018 2:27 PM
To: Janel Ricca
Subject: RE:

Good. Pete can train his replacement as Randall is training him; like that we should have a smooth transition.

From: Janel Ricca
Sent: Thursday, February 22, 2018 2:26 PM
To: Mike C. Touns
Subject: RE:

No, that's why I'm trying to get this done now. The new position would take the place of who I hire for Pete's old job.

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com
www.houmaciviccenter.com



From: Mike C. Touns
Sent: Thursday, February 22, 2018 11:43 AM
To: Janel Ricca
Subject: RE:

Have you hired a replacement for Pete yet?

From: Janel Ricca
Sent: Thursday, February 22, 2018 11:36 AM
To: Mike C. Touns
Subject: RE:

This is what the new organizational chart would look like for Operations if this position is changed. Job description is attached.

Janel Ricca

Civic Center Director
P: 985-850-4657; F: 985-850-4663
jricca@houmaciviccenter.com
www.houmaciviccenter.com



From: Mike C. Toups
Sent: Thursday, February 22, 2018 11:31 AM
To: Janel Ricca
Subject: RE:

Janel,

I am okay with this as your rationale is sound. Are you proposing a pay raise? You will have to create a new job description for this position.

Mike Toup

Mike Toups
Parish Manager
T. P. C. G.
(P) (985) 873-6407



From: Janel Ricca
Sent: Tuesday, February 20, 2018 2:45 PM
To: Mike C. Toup
Cc: Kandace Mauldin; Timothy Hitt
Subject:

Mike, As you know, with Randal retiring on March 31, we have a lot of movement in our Operations Department. One change I would like to make is to change our Electrical Engineering Foreman position to an Asst. Operations Supervisor, who would work right under the Operations Administrator, as a second in command, and would fall above the Sr. Facilities Maintenance Asst. This would be a much better vertical supervisory structure going forward for us to have two people (our Operations Administrator and Asst Operations Supervisor) to handle our regular day to day, as well as our event load and turnovers. It will take all of two people to do what Randal has done all these years practically by himself. At least when one is not here, there will always be a Supervisor on duty. I've attached our current organizational chart. As you can see, the Electrical Engineering Foreman position has basically taken on the technical aspects of the facility but has no supervisory duties and only answers to the Operations Administrator. This new structure will allow for a working supervisors to cover our day, night and weekend event loads, with a lot of new entry level staff members in our Operations Dpt that will need oversight. Additionally, the Asst. Operations Supervisor will still handle most of the technical aspects of what's needed in the building, along with the Operations Administrator.

I've copied Kandace to this email. I had the position graded out through HR and it came back where I was hoping it would. Making this change will not incur anything additional to my budget, as what I'm currently paying my Electrical Engineering Foreman is more than the starting salary of the Asst. Operations Supervisor.

Please let me know your thoughts and if Administration will approve, what the next step would be the make this change. Thank you.

Janel Ricca

Civic Center Director

P: 985-850-4657; F: 985-850-4663

jricca@houmaciviccenter.com

www.houmaciviccenter.com



Niayonda Picou

From: Darin Mann [Darin.Mann@LA.GOV]
Sent: Thursday, February 15, 2018 10:07 AM
To: Niayonda Picou
Cc: Lisa Samuels
Subject: Re: Tier 1 Amendment

Yes. It was approved Friday Feb. 2 by the PRC.

Sent from my iPhone

On Feb 15, 2018, at 8:57 AM, Niayonda Picou <npicou@tpcg.org> wrote:

Darin,

Has the below tier 1 amendment been approved?

Thanks
Nia

From: Jennifer Gerbasi
Sent: Tuesday, January 30, 2018 1:58 PM
To: 'Darin Mann'
Cc: 'Sandra Gunner'; 'george.woods@la.gov'; Niayonda Picou
Subject: RE: Tier 1 Amendment

Greetings,

I hope that you are well and healthy. We didn't receive any feedback on the Tier 1 amendment below. Is there any news or have the meetings been delayed by weather and circumstance?

Cheers,
Jennifer

Jennifer C. Gerbasi
8026 Main Street, Second Floor
Houma, Louisiana 70360
Phone: 985-873-6565 Fax: 985-580-8179

From: Jennifer Gerbasi
Sent: Friday, December 15, 2017 12:08 PM
To: Darin Mann
Cc: Sandra Gunner; 'george.woods@la.gov'
Subject: FW: Tier 1 Amendment

Greetings,

Please find attached the Tier 1 budget amendment between CDBG approved projects. If you have any concerns, please advise.

Cheers,
Jennifer

From: Rayanna Smith
Sent: Thursday, December 14, 2017 3:58 PM
To: Jennifer Gerbasi
Cc: Niayonda Picou; Paulette Garrett
Subject: RE: Tier 1 Amendment

Good afternoon Jennifer,


Attached is State Budget Template #32 and associated Summary of Primary/Alternate Project Budget Changes as of 12/14/2017. The governing Resolution and Exhibit A are also attached.

Please let me know if you have any questions.

Thank you,

Rayanna Smith

Accounting I
Terrebonne Parish Consolidated Government
Finance Department
P.O. Box 2768
Houma, LA 70361
Telephone: 985-873-6446
Fax: 985-873-6457
rsmith@tpcg.org

 *Please consider the environment before printing this email.*

From: Niayonda Picou
Sent: Thursday, December 14, 2017 2:18 PM
To: Rayanna Smith
Cc: Paulette Garrett
Subject: RE: Tier 1 Amendment

Rayanna,

Please see attached.

Thanks
Nia

From: Rayanna Smith
Sent: Thursday, November 30, 2017 10:40 AM
To: Niayonda Picou
Cc: Paulette Garrett
Subject: RE: Tier 1 Amendment

Nia,

ONLY the Original Funding amount needs to be corrected for Gray Facility. The last Tier 1 Amendment and our records show the original funding amount should be \$2,205,420.48.

Thank you,

Rayanna Smith

Accounting I
Terrebonne Parish Consolidated Government
Finance Department
P.O. Box 2768
Houma, LA 70361
Telephone: 985-873-6446
Fax: 985-873-6457
rsmith@tpcg.org

<image001.gif> Please consider the environment before printing this email.

From: Paulette Garrett
Sent: Thursday, November 30, 2017 10:09 AM
To: Rayanna Smith
Cc: Niayonda Picou
Subject: RE: Tier 1 Amendment

Rayanna, Nia,

Nia, the Exhibit A needs to be corrected for the Gray Facility shortage. The additional funds will have to come from another project.

Thanks,

Paulette Garrett

Grants Accountant Supervisor
Terrebonne Parish Consolidated Government
Finance Department
P. O. Box 2768
Houma, LA 70361
Telephone: 985-873-6456
Fax: 985-873-6457
pgarrett@tpcg.org

<image001.gif> Please consider the environment before printing this email.

From: Rayanna Smith
Sent: Thursday, November 30, 2017 9:20 AM
To: Paulette Garrett
Cc: Niayonda Picou
Subject: RE: Tier 1 Amendment

Ward 7 & DPW Admin Building are correct.

Gray Facility is short by \$35,572.10, which is the exact amount of the last retainage payment made. This is from Amendment #31, which is the last one I have on file.

Thank you,

Rayanna Smith

Accounting I
Terrebonne Parish Consolidated Government
Finance Department
P.O. Box 2768
Houma, LA 70361
Telephone: 985-873-6446
Fax: 985-873-6457
rsmith@tpcg.org

<image001.gif> *Please consider the environment before printing this email.*

From: Paulette Garrett
Sent: Wednesday, November 29, 2017 7:56 AM
To: Rayanna Smith
Cc: Niayonda Picou
Subject: FW: Tier 1 Amendment

Rayanna,

Please confirm the remaining balances of Ward 7 Levee, Gray Facility and Juvenile Justice Facility before we do the Tier 1 amendment. Let me know that you have reviewed and confirmed the numbers and we will move forward with the amendment.

Thanks,

Paulette Garrett

Grants Accountant Supervisor
Terrebonne Parish Consolidated Government
Finance Department
P. O. Box 2768
Houma, LA 70361
Telephone: 985-873-6456
Fax: 985-873-6457
pgarrett@tpcg.org

<image001.gif> *Please consider the environment before printing this email.*

From: Niayonda Picou
Sent: Monday, November 27, 2017 1:51 PM
To: Paulette Garrett; Rayanna Smith
Cc: Jennifer Gerbasi
Subject: Tier 1 Amendment

Paulette/Rayanna,

Please find attached a Tier 1 amendment moving \$155,004.48 from Ward 7 Levee and Gray Facility to Juvenile Justice Facility. This will allow us to move forward with the installation of fuel lines to the generator at the new DPW Admin yard in Gray. Please prepare the appropriate budget and send to Jennifer Gerbasi so that she can send the appropriate request to OCD.

Thanks

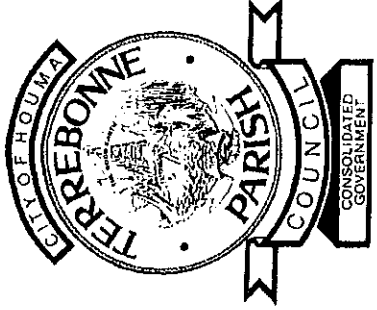
Nia

Niayonda Picou-Bowens, EI
Engineer In Training
Terrebonne Parish Consolidated Government
Engineering Division
npicou@tpcg.org
(985) 850-4682 Direct Line
(985) 873-6720 Office

Go Green. Please consider the environment before printing this email.

DIRK J. GUIDRY, CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
CHRISTA M. DUPLANTIS-PRATHER, RN
DISTRICT 7
ALIDORE "AL" MARMANDE
DISTRICT 9
STEVE TROSCLAIR



STEVE TROSCLAIR, VICE CHAIRMAN

DISTRICT 2
ARLANDA J. WILLIAMS
DISTRICT 4
SCOTTY DRYDEN
DISTRICT 6
DARRIN W. GUIDRY, Sr.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
VENITA H. CHAUVIN

Post Office Box 2768 • Houma, LA 70361

Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521

vchauvin@tpcg.org www.tpcg.org

RECEIVED

DEC 27 2017

December 14, 2017

MEMO TO: Barbara Eschete
Public Works Executive Secretary

FROM: Venita H. Chauvin *[Signature]*
Council Clerk

**RE: Gustav/Ike Disaster Recovery Plan (CDBG)
Proposed Amendment**

Please allow this memo to confirm that the Council ratified the attached resolution authorizing execution of an amendment to the aforementioned Plan Budget.

By copy of this memo, the appropriate staff members and individuals are being advised of this action.

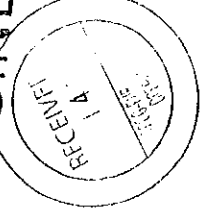
Feel free to contact me if you have any questions on this matter.

Attachment:

cc: Parish President's Secretary Leilani Adams
Parish Manager Mike Toups
CFO Kandace Mauldin
Capital Projects Administrator Jeanne Bray

/vhc

ENGINEERING



OFFERED BY: MR. D. W. GUIDRY, SR.
SECONDED BY: MR. S. TROCLAIR

RESOLUTION NO. 17-404

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT AN AMENDMENT TO THE TERREBONNE PARISH GUSTAV/IKE DISASTER RECOVERY PLAN BUDGET TO THE STATE OF LOUISIANA AND HUD TO COMPLY WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM.

WHEREAS, the Terrebonne Parish Consolidated Government has been awarded Community Development Block Grant (CDBG) funding as a result of the damage caused by Hurricanes Gustav and Ike; and

WHEREAS, DPW Administration Building Project is in need of additional funds for installation of fuel lines to supply generator power to the classroom, drainage, administration, and wash rack buildings, and other associated work; and

WHEREAS, the construction contracts for Gray Sewerage and Ward 7 Levee Projects were awarded under budget; and

WHEREAS, funds from Gray Sewers and Ward 7 Levee Projects will be transferred to cover the shortfall for the DPW Administration Building Project; and

WHEREAS, this resolution will rescind Resolution No. 17-358 that would have transferred funds from the Gray Sewerage Project to the DPW Administration Building Project; and

WHEREAS, through the proper public approval process the funds can be reallocated from one project to another as reflected in Attachment A; and

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that that the Parish President, Gordon E. Dove, is authorized to sign, submit and implement the recommended amendment to the Terrebonne Parish Gustav/Ike Disaster Recovery Plan regarding the projects in Attachment A.

THERE WAS RECORDED:

YEAS: A. Williams, G. Michel, S. Dryden, D. W. Guidry, Sr., A. Marmande, D. J. Guidry, S. Trosclair, and J. Navy.

NAYS: None.

ABSTAINING: None.

ABSENT: C. Duplantis-Prather.

The Chairwoman declared the resolution adopted on this the 11th day of December 2017.

I, VENITA H. CHAUVIN, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on December 11, 2017 and subsequently ratified by the Assembled Council in Regular Session on December 13, 2017 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 14TH DAY OF NOVEMBER 2017.


VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

ATTACHMENT A

Terrebonne Parish Consolidated Government
CDBG Disaster Recovery Program
Gustav/Ike Disaster Recovery Plan

Proposed Plan Amendment -- Specific Infrastructure and Housing Projects

Project Number	Title	Category	Status	Original Funding	Increase/ Reduction	Resulting Status	Total Committed
55PARA2102	Ward 7 Levee	Infrastructure	Priority	\$ 21,365,524.89	\$ (155,000.00)	Priority	\$ 21,210,524.89
55PARA2302	Gray Facility	Infrastructure	Priority	\$ 2,205,420.48	\$ (4.48)	Completed	\$ 2,205,416.00
55PARA3308	Building Administration	Infrastructure	Priority	\$ 5,990,340.66	\$ 155,004.48	Priority	\$ 6,145,345.14
				\$29,561,286.03	-		

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 641 - FD 241 HUD CDBG RECOVERY CONSTRUCTION FUND**

**641-351-8929-07
CDBG WARD 7 LEVEE ELEVATION
OCD PROJECT # 55-PARA-3306
PROJECT # 10-CDBG-R-LEV-63**

TOTAL FUNDING	\$	21,210,525
EXPENDITURES THRU 12/31/16		(17,947,855)
PROJECT BALANCE	\$	3,262,670

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Dec-10	LIA 078	CDBG RECOVERY	2,101,392						
Oct-11	LIA 069	CDBG RECOVERY	12,219,376						
Dec-14	ORD 8498	FROM 641-351-8929-01	1,589,715						
Dec-14	ORD 8498	FROM 641-351-8929-05	42						
Jul-15	ORD 8577	FROM 641-351-8929-14	5,500,000						
Oct-17	ORD 8894	FROM 641-122-8912-01		(45,000)					
Mar-18	PENDING BA	TO 641-302-8912-01			(155,000)				
LESS PRIOR YEARS EXPENDITURES			(17,947,855)						
FUNDS AVAILABLE			\$ 3,462,670	\$ (45,000)	\$ (155,000)	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: CB&I ENVIRONMENTAL, INC
CONTRACTOR: PHYLWAY CONSTRUCTION, INC
CERES ENVIROMENTAL
COASTAL DREDGING
APECK CONSTRCTION

DESCRIPTION: CONSTRUCTION OF A 10' LIFT DESIGN FOR 85,000
 LINEAR FEET SEGMENT OF LEVEE THAT REFURBISHES
 THE EXISTING UPPER AND LOWER LITTLE CAILLOU
 FORCED DRAINAGE.

** Ordinance 7710 was adopted 9/23/09 for State Cooperative Endeavor Agreement # 678958

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 641 - FD 241 HUD CDBG RECOVERY CONSTRUCTION FUND

641-431-8927-01
CDBG GRAY SEWER FACILITIES
OCD PROJECT # 55-PARA-2302
PROJECT # 12-CDBG-SEW-55

TOTAL FUNDING	\$	2,205,415
EXPENDITURES THRU 12/31/16		(2,205,415)
PROJECT BALANCE	\$	-

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Dec-12	LIA 067	CDBG RECOVERY	315,621						
Apr-13	LIA 018	CDBG RECOVERY	1,439,487						
Dec-13	C/O ADJ	CARRYOVER ADJUSTMENT	(5)						
Feb-14	ORD 8400	FROM 641-442-8912-01 CDBG REC	1,000,000						
Feb-14	ORD 8400	TO REPAIR ASSIST-OWNER OCCUPIED	(99,807)						
Jun-14	ORD 8436	FROM REPAIR ASSIST-OWNER OCCUPIE	119						
May-16	ORD 8701	TO 641-302-8912-01 CDBG REC	(450,000)						
Mar-18	C/O ADJ	CARRYOVER ADJUSTMENT			4				
Mar-18	PENDING BA	TO 641-302-8912-01 CDBG REC			(4)				
LESS PRIOR YEARS EXPENDITURES			(2,205,415)						
FUNDS AVAILABLE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: GREENPOINT ENGINEERING
CONTRACTOR: LA CONTRACTING

DESCRIPTION: CONSTRUCT A NEW LIFT STATION NORTH OF HWY. 90 IN THE GRAY AREA ALONG WITH A NEW 12" FORCE MAIN.

** Ordinance 7710 was adopted 9/23/09 for State Cooperative Endeavor Agreement # 678958

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2018 - FIVE YEAR CAPITAL OUTLAY
FUND 641 - FD 241 HUD CDBG RECOVERY CONSTRUCTION FUND

641-302-8912-01
CDBG PUBLIC WORKS ADMINISTRATIVE BUILDING
OCD PROJECT # 55-PARA-3203
PROJECT # 12-PWCDBG-64

TOTAL FUNDING	\$	6,145,345
EXPENDITURES THRU 12/31/16		(5,480,813)
PROJECT BALANCE	\$	664,532

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2017	2018	2019	2020	2021	2022
Dec-12	LIA 066	CDBG RECOVERY	2,526,250						
Feb-14	ORD 8400	FROM 641-351-8929-10 CBDG REC	63,692						
Feb-14	ORD 8400	FROM 641-351-8929-11 CDBG REC	418,515						
Feb-14	ORD 8400	FROM 641-351-8929-05 CDBG REC	67,922						
Feb-14	ORD 8400	FROM 641-351-8929-17 CDBG REC	48,406						
Feb-14	ORD 8400	FROM REPAIR ASSIST OWNER OCCUP	1,239,147						
Feb-14	ORD 8400	FROM 641-442-8912-01 CDBG REC	244,409						
Jun-14	ORD 8436	FROM 641-351-8929-14 CDBG REC	188,000						
Jun-14	ORD 8436	FROM 641-351-8929-02 CDBG REC	744,000						
May-16	ORD 8701	FROM 641-431-8927-01 CDBG REC	450,000						
Mar-18	PENDING BA	FROM 641-351-8929-07 CDBG REC			155,000				
Mar-18	PENDING BA	FROM 641-431-8927-01 CDBG REC			4				
LESS PRIOR YEARS EXPENDITURES			(5,480,813)						
FUNDS AVAILABLE			\$ 509,528	\$ -	\$ 155,004	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: DUPLANTIS DESIGN GROUP
CONTRACTOR: B.E.T. CONSTRUCTION

DESCRIPTION: CONSTRUCT A NEW PUBLIC WORKS FACILITY, AN ADEQUATE PARKING LOT, ABOVE GROUND FUEL TANKS, AND A WASH RACK.

** Ordinance 7710 was adopted 9/23/09 for State Cooperative Endeavor Agreement # 678958

ACCT: 641-351-8929-07
NOVEMBER 30, 2017 - MONTH LAST CLOSED

FD241 HUD CDBG REC CONS
DRAINAGE
CDBG WARD 7 LEVEE ELEVATION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	3,417,670	1,578,948.36		1,838,722
2018	0	105.00	244,560	244,665-
CLOSED:				
2011	14,320,768	223,392.09	N/A	14,097,376
2012	14,097,376	634,957.00	N/A	13,462,419
2013	13,462,419	711,079.29	N/A	12,751,340
2014	14,341,097	2,113,539.47	N/A	12,227,558
2015	17,727,557	3,667,649.10	N/A	14,059,908
2016	14,059,908	10,597,238.10	N/A	3,462,670

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT

SCR

CF04 = DSP

CF06 = DSP

ACCOUNT EXCEEDS BUDGET AMOUNT

DETAIL

ENCUMBRANCE

CF08 = PRT

DETAIL

ACCT: 641-431-8927-01
NOVEMBER 30, 2017 - MONTH LAST CLOSED

FD241 HUD CDBG REC CONS
SEWERAGE COLLECTION
GRAY SEWER EXTENSION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	0	.00	0	0
2018	0	.00	0	0
CLOSED:				
2011	0	.00	N/A	0
2012	315,621	.00	N/A	315,621
2013	1,755,108	.00	N/A	1,755,108
2014	2,655,415	377,069.50	N/A	2,278,346
2015	2,278,346	1,446,504.50	N/A	831,842
2016	381,842	381,842.00	N/A	0

ENTER = CONTINUE CF04 = DSP DETAIL CF08 = PRT DETAIL
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE

ACCT: 641-302-8912-01
FD241 HUD CDBG REC CONS
ENGINEERING
PUBLIC WORKS ADMINISTRATIV BLD

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2017	509,528	373,141.34	0	136,387
2018	0	105.00	0	105-
CLOSED:				
2011	0	.00	N/A	0
2012	2,526,250	.00	N/A	2,526,250
2013	2,526,250	77,997.39	N/A	2,448,253
2014	5,462,344	778,120.93	N/A	4,684,223
2015	4,684,223	4,278,052.24	N/A	406,171
2016	856,171	346,642.78	N/A	509,528

ENTER = CONTINUE CF04 = DSP ACCOUNT EXCEEDS BUDGET AMOUNT
CF01 = EXIT CF02 = INPUT SCR CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

Category Number:
Item Number: B.



Wednesday, March 28, 2018

Item Title:

Ordinance - Amend Restructure Regulations Over Recreation Districts

Item Summary:

An ordinance that will amend the Terrebonne Parish Code of Ordinances, Chapter 21, Article V, to restructure regulations over the Terrebonne Parish Recreation Districts and to provide for related matters.

1. Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Revised ordinance (at Committee Meeting)	3/14/2018	Ordinance

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TERREBONNE PARISH CODE OF ORDINANCES CHAPTER 21, ARTICLE V TO RESTRUCTURE REGULATIONS OVER THE TERREBONNE PARISH RECREATION DISTRICTS, AND TO PROVIDE FOR RELATED MATTERS.

Whereas, under the authority of Louisiana Revised Statute 33:1415(B), Terrebonne Parish Home Rule Charter Section 7-09, and Louisiana Constitution Article VI, Section 15, the Terrebonne Parish Council adopted Terrebonne Parish Ordinance 8892 which provided for fiscal and budgetary oversight of the recreation districts situated within Terrebonne Parish; and

Whereas, the Terrebonne Parish Council desires to amend Ordinance 8892, by amending certain portions of Chapter 21, Article V of the Terrebonne Parish Code of Ordinances, which will restructure the regulation of the Terrebonne Parish Recreation Districts, enact a sunset clause applicable to any Council action to invoke expenditure, payroll, project and board oversight, and to provide for related matters; and

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

SECTION I

Chapter 21, Article V of the Terrebonne Parish Code of Ordinances shall be and is hereby amended and reenacted using ~~striketrough~~ to indicate deletions and underlining to indicate additions, as follows:

Sec. 21-86. - Created; boundaries.

* * *

Sec. 21-87. - Powers.

The recreation districts shall constitute bodies corporate and political subdivisions of the state, and as such shall have all the rights, powers and privileges granted and conferred by the constitution and statutes of the state, including the authority to incur debt, issue bonds and levy taxes, subject to the management, budgetary and fiscal controls in this article, as applicable.

~~Sec. 21-88. — Appointment and removal of board members.~~

- ~~(a) — The members of the boards of the recreation districts created by this article shall be appointed by the parish council.~~
- ~~(b) — The parish council may remove, with or without cause, and replace any recreation district board member. Any member who has been removed by the Council or has resigned from the appointment shall not be eligible for reappointment until five (5) years from the date of the member's removal or resignation.~~

Sec. 21-88. — Definitions.

For the purposes of this Article, the following terms shall have the following meanings.

- (1) "Board" shall refer to the governing authority(ies) of the recreation district(s) in the Parish of Terrebonne, whether one (1) or more as applicable.
- (2) "CFO" shall mean the Chief Financial Officer of the Terrebonne Parish Consolidated Government.
- (3) "Council" shall mean the Terrebonne Parish Council, the governing authority of the Terrebonne Parish Consolidated Government.
- (4) "CPA" shall mean certified public accountant.

- (5) "District" shall mean the recreation district(s) of Terrebonne Parish, whether one (1) or more as applicable.
- (6) "Facility" or "facilities" shall mean any facility, land, or improvement to land, whether permanent or temporary, which is owned, leased, managed or acquired by a District.
- (7) "Parish president" shall mean the elected President of the Terrebonne Parish Consolidated Government.
- (8) "TPCG" or "Parish" shall mean the Terrebonne Parish Consolidated Government.

Sec. 21-89. - Compliance with laws.

- (a) Each recreation district shall comply with Louisiana Bid Laws, Public Works Laws, Public Records Laws, Open Meetings Laws, the Local Government Budget Act, Chapter 8 of Title 24 of the Louisiana Revised Statutes governing audit requirements applicable to political subdivisions, and any other federal, state, and local laws, ordinances and regulations applicable to the districts.
- (b) Contracts for public works and for services to be performed for or on behalf of the recreation districts shall be in writing, and each District shall maintain records of the transactions. No District shall destroy any records without prior approval by the Terrebonne Parish Consolidated Government.
- (c) Each recreation district shall maintain its records in an orderly fashion pursuant to the Louisiana Public Records Law and make its records available as soon as possible at the request of Terrebonne Parish administrators or the Terrebonne Parish Council.
- (d) Each recreation district board ~~shall~~ may seek technical assistance and advice for compliance herein from the parish president or the parish president's designee. The parish president may designate or appoint a parish official, director, or employee to be present at any recreation district facility for the purpose of ~~assisting in managing the daily operations of the recreation district~~ assessing the district's compliance with laws and local ordinances.

~~Sec. 21-90. -- Approval of contracts obtained through state-mandated bid or request for proposal laws.~~

- ~~(a) Notwithstanding section 21-91, and in addition to section 21-91, the board of any recreation district wishing to undertake any monetary spending shall have written contracts for any public works or supplies, or materials which Louisiana law requires be let out for bid or be awarded through a request for proposals process, and, prior to starting the works and/or purchasing the materials and/or supplies, shall be approved by resolution by the parish council.~~
- ~~(b) In the event Louisiana law does not require a written contract, all transactions by the districts shall be in writing and records of the transactions shall be maintained by the districts. No district shall destroy any records without prior approval by TPCG.~~

~~Sec. 21-91. - Budgetary and fiscal controls.~~

- ~~(a) *Definitions.* For the purposes of this section, the following terms shall have the following meanings:~~
 - ~~(1) "Board" shall refer to the governing authority of each recreation district in the Parish of Terrebonne.~~
 - ~~(2) "CFO" shall mean the Chief Financial Officer of the Terrebonne Parish Consolidated Government.~~
 - ~~(3) "Council" shall mean the Terrebonne Parish Council, the governing authority of the Terrebonne Parish Consolidated Government.~~
 - ~~(4) "CPA" shall mean certified public accountant.~~
 - ~~(5) "District" shall mean the recreation district(s) named in subsection (a) of this section, whether one (1) or more.~~
 - ~~(6) "Facility" or "facilities" shall mean any facility, land, or improvement to land, whether permanent or temporary, which is owned, leased, or acquired by the district.~~

~~(7) "Parish president" shall mean the elected President of the Terrebonne Parish Consolidated Government.~~

~~(8) "TPCG" shall mean the Terrebonne Parish Consolidated Government.~~

~~(b)(a)~~ *Annual financial statements.* ~~The board~~ Each Board shall provide to the CFO and Council annual sworn financial statements of ~~the district~~ its District, showing the financial status of the district and the district's properties, facilities, funds, and indebtedness. Financial statements shall be prepared in accordance with standards set forth in R.S. 24:514, as may be amended. This requirement may be satisfied by submitting to the CFO and Council true copies of the annual sworn financial statements provided by the district to the legislative auditor, in accordance and compliance with R.S. 24:514.

~~(e)(b)~~ *Budget.* At least ~~seventy-five (75)~~ sixty (60) days prior to the beginning of the district's fiscal year, the board shall prepare and file with the CFO and the Council the district's proposed budget for the next fiscal year for review. ~~The Council shall include the district's proposed budget on the calendar for the next regularly scheduled meeting of the full council and shall take the necessary action to approve, amend, or reject the proposed budget.~~

(1) If the Council takes no action within thirty (30) days of receipt of the District's proposed budget, the Board may adopt the budget as submitted.

(2) If the council rejects the proposed budget within thirty (30) days of receipt, at least thirty (30) days prior to the board's deadline to adopt the budget, the council shall send written notice with specific instruction to the board for amendments to the proposed budget. The board shall then submit the amended proposed budget to the CFO and Council for review. the next regularly scheduled meeting for approval.

~~(2)(3)~~ If the Council takes no action within fifteen (15) days of receipt of the revised budget, the Board may adopt the budget as revised. only after council approval, subject to line item veto or reduction by the parish president.

~~(3)(4)~~ This subpart ~~(e)~~ is intended to supplement the Local Government Budget Act, and district shall comply with the provisions of said Act in addition to this subpart.

~~(c)~~ *Audit by CFO.* The CFO, or any auditor designated by the Parish, may conduct a general audit and issue a financial statement of any District at any time the Council or Parish President considers appropriate. For the purpose of this subsection-(i), the auditor shall have the same access and assistance privileges afforded the legislative auditor in R.S. 24:513(E) and (I), as may be amended.

~~(d)~~ *Audit by others.* Each Board shall immediately provide copies to the CFO and Council of any audits of its District performed in house, by the legislative auditor, or by any other outside agency or CPA.

Section 21-91. Board agendas and minutes.

Each Board shall submit copies of its meeting agendas to the CFO and Council through the Terrebonne Parish Council Clerk at least 24 hours prior to each Board meeting. Each Board shall submit copies of the minutes of its meetings no later than five (5) days, not including legal holidays and weekends, following each Board meeting.

Section 21-92. – Council action to invoke expenditure, payroll, project and Board oversight.

~~(d)(a)~~ *Council action to invoke subsections (e) and (f) of this section.* Subsections (e) and (f) Any or all of the requirements contained in this Section of this section shall become effective upon motion of the council, and the requirements of each subsection so invoked shall remain in effect until a subsequent motion by the council is adopted for the purpose of terminating the obligations set forth by the motion. The Council shall revisit the requirements under this Section invoked against each District every six months following the effective date of the requirements until the District is released from these requirements by the Council. A council motion to invoke the effectiveness of the these subsections may apply to one (1) or more districts, and may apply to one (1) or more of the following subsections, at the discretion of the mover.

~~(e)(b)~~ *Expenditure oversight.* Prior to making any expenditure or entering into any contract to carry out the purposes and powers of the district, including a lease or other contract connected with, incident to, or affecting the acquisition, financing, construction, equipment, maintenance, renovation, repair, improvement, payroll or operation of facilities, programs or expenditure of

any nature, district shall request and obtain written approval for such expenditure or contract from the CFO. The CFO may approve the expenditure or contract, provided district timely submits to CFO supporting documentation for the expenditure or contract, including, but not limited to, the proposed check, requisition order, purchase order, supporting purchasing or payment documents, and any information necessary for the CFO to determine whether the expenditure is appropriate and legal.

~~(f)~~(c) *Payroll and payment oversight.* Prior to issuing any employee paychecks, board per diem and reimbursements, and contractor/consultant payments, district shall request and obtain written approval for such items from the CFO, whose approval shall not be unreasonably withheld, provided district submits to CFO supporting documentation for the expenditure or contract, including, but not limited to, the proposed check, and any information necessary for the CFO to determine whether the expenditure is appropriate and legal. Considering that time is of the essence when issuing payment to employees and contractors, the district shall submit the necessary supporting documentation immediately upon its availability to ensure timely approval of such expenditures. No employee shall be paid by cash and all appropriate payroll deductions shall be made on each employee.

(d) *Project oversight.* District shall obtain written contracts for any public works, supplies, or materials which Louisiana law requires be let out for bid or be awarded through a request for proposals process, and, prior to starting the project or purchasing the materials and/or supplies, District shall seek approval by resolution of the Council.

~~(g)~~(e) *Board oversight.*

(1) *Monthly reports.* Subject to the exceptions listed in subparts b. through d., below, district shall submit to the CFO, no later than the second Wednesday of each month, copies of the following, reflecting current, to-date information:

- a. Its general ledger and financial statements itemizing any and all expenditures and income of the district, including, but not limited to, expenditures for payroll, employee benefits, commissioner per diem and reimbursements, projects, programs, bonds, facility insurance, facility improvements, facility and program operations, facility maintenance, consultants' and contractors' payments, auto and equipment expense and purchase reports, and payouts for claims and litigation; and including, but not limited to, income from millage, concessions, interest, donations, and facility rental;
- b. If different from the previous month, a list of current contractors, engineers, and consultants, under written contract with district, including statements the specific projects or general work being performed by them on behalf of the district, along with their EINs;
- c. If different from the previous month, a list of current district employees, including statements of their job titles, salary or hourly wage, area of work assignments, and whether they are part-time or full time;
- d. Upon request by the CFO or council, copies of district employee time cards and paychecks;
- e. Upon request by the CFO or council, reports of district employees' accrued and paid vacation leave, accrued and paid sick leave, paid overtime, accrued and paid comp time and instances of leave without pay;

~~(2) Board agendas and minutes. Board shall submit copies of its meeting agendas to the CFO and council through the Terrebonne Parish Council Clerk at least 24 hours prior to each board meeting. Board shall submit copies of the minutes of its meetings no later than five (5) days, not including legal holidays and weekends, following each board meeting.~~

~~(3) Executive sessions. Board shall not convene into executive session during its meetings without providing at least forty-eight (48) hours' prior written notice to CFO and council through the parish council clerk. The parish president or designee and any elected council member may attend any executive session of the board.~~

~~(f)~~ *Reimbursement of fees and costs.* The CFO may impose necessary fees or charge District for any necessary costs expended by the Terrebonne Parish Consolidated Government or Council in accordance with the authority granted to them under this section. The amount charged shall not exceed the maximum allowable fee as authorized by law.

Section 21-93. – Board Cooperation.

- ~~(h)(a)~~ *Direction by the council.* From time to time, council may reasonably advise ~~the District a~~ Board to take action with regard to ~~District its~~ Facilities, programs, employees, expenditures, and revenues for the purposes for which the District was created. Board shall make every effort to work towards the goal(s) directed by the Council.
- ~~(i)~~ *Audit by CFO.* ~~The CFO, or any auditor designated by the parish, may conduct a general audit and issue a financial statement of the district at any time the council or parish president considers appropriate. For the purpose of this subsection (i), the auditor shall have the access and assistance privileges afforded the legislative auditor in R.S. 24:513(E) and (I), as may be amended.~~
- ~~(j)~~ *Audit by others.* ~~District shall immediately provide copies to CFO and council of any audits of the district performed in house, by the legislative auditor, or by any other outside agency or CPA.~~
- ~~(k)(b)~~ *Cooperation.* Board shall fully cooperate with the council and parish president to ensure maximum feasible coordination of local government and recreation programs.
- ~~(l)~~ *Reimbursement of fees and costs.* ~~The CFO may impose necessary fees or charge district for any necessary costs expended by the Terrebonne Parish Consolidated Government or Council in accordance with the authority granted to them under this section. The amount charged shall not exceed the maximum allowable fee as authorized by law.~~

SECTION II

Section 21-92 amended and reenacted herein shall be effective retroactively to the effective date of Terrebonne Parish Ordinance 8892, October 25, 2017. By giving Section 21-92 retroactive effect, it is the intent of this Council that any recreation district subject to the obligations under prior Section 21-91(d)-(f) shall now be subject to all obligations and provisions under Section 21-92 as amended and reenacted herein.

SECTION III

Any and all other provisions of the Code not amended herein, shall remain in full force and effect. If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-12 or 2-13(b) of the Home Rule Charter or as otherwise required by the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the ____ day of _____ 2018.

CHAIR

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 _____, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2018.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Wednesday, March 28, 2018

Item Title:

Request to amend Chapter 2, Article IV, Section 2-77 of the Parish Code

Item Summary:

An ordinance to amend Chapter 2, Article IV, Section 22-77 of the Terrebonne Parish Code of Ordinances to add the Nuisance Abatement Division and the Recovery Assistance and Mitigation Planning Division as Divisions under the Planning and Zoning Department and remove the Coastal Zone Management Division from this section. Amendment is for the benefit of performing general housekeeping duties.

1. Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/7/2018	Executive Summary
Resolution	3/7/2018	Resolution
Ordinance	3/7/2018	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)


PROJECT TITLE
Request to amend Chapter 2, Article IV, Section 2-77 of the Terrebonne Parish Code of Ordinances.

PROJECT SUMMARY (200 WORDS OR LESS)
Resolution and Ordinance to amend Chapter 2, Administration, Article IV, Administrative Organizational Structure, Section 2-77, Planning and Zoning Department, to add the Nuisance Abatement Division and the Recovery Assistance and Mitigation Planning Division as Divisions under the Planning and Zoning Department and to remove the Coastal Zone Management Division from this section.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Amendment to Chapter 2, Article IV, Section 2-77 of the Terrebonne Parish Code of Ordinances is for the benefit of performing general housekeeping duties in this section of the Parish Code. This Division is already listed under the Department of Coastal Restoration and Preservation in Section 2-84.

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


Signature

3/6/18
Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

**A RESOLUTION GIVING NOTICE OF INTENT TO
ADOPT AN ORDINANCE TO AMEND CHAPTER 2,
ADMINISTRATION, ARTICLE IV, ADMINISTRATIVE
ORGANIZATIONAL STRUCTURE, SECTION 2-77,
PLANNING AND ZONING DEPARTMENT, OF THE
TERREBONNE PARISH CODE OF ORDINANCES AND TO
DISCUSS OTHER MATTERS RELATIVE THERETO.**

WHEREAS, the Planning & Zoning Department consist of several Division which are supervised by the head of the Department, and;

WHEREAS, the Nuisance Abatement Division and the Recovery Assistance and Mitigation Planning Division need to be added as Division under the Planning and Zoning Department, and;

WHEREAS, it is being requested that the Coastal Zone Management Division which is currently listed under the Planning and Zoning Department in this Section be removed.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Notice of Intent is given for adopting an Ordinance to amend Chapter 2, Administration, Article IV, Administrative Organizational Structure, Section 2-77, Planning and Zoning Department of the Terrebonne Parish Code of Ordinances.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, March 28, 2018 at 6:30p.m.

OFFERED BY
SECONDED BY

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TERREBONNE PARISH CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE IV, ADMINISTRATIVE ORGANIZATIONAL STRUCTURE, SECTION 2-77, PLANNING AND ZONING DEPARTMENT, TO ADD THE NUISANCE ABATEMENT DIVISION AND THE RECOVERY ASSISTANCE AND MITIGATION PLANNING DIVISION AS DIVISIONS UNDER THE PLANNING AND ZONING DEPARTMENT AND TO REMOVE THE COASTAL ZONE MANAGEMENT DIVISION FROM THIS SECTION, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

Chapter 2, Administration, Article IV, Administrative Organizational Structure

- Sec. 2-77. - Planning and zoning department.

	(a)
The head of the planning and zoning department shall be the director of the planning and zoning department.	
	(b)
The director of planning and zoning department shall direct and be responsible for the following:	
	(1)
Maintenance of the zoning district map and other maps relative to the functions of the department.	
	(2)
Coordination of planning activities.	
	(3)
Function as staff of the zoning commission.	
	(4)
Issuance and enforcement of building permits and the conduct and approval of building inspections.	
	(5)
Other such responsibilities as may be directed by the president.	
	(c)
The planning and zoning department shall consist of the following divisions:	
	(1)
Planning and zoning division;	
	(2)
Central permitting division;	
	(3)
Coastal zone management division;	
	(3)
Transportation planning division; and	
	(4)
Downtown revitalization division.	
	(5)
<u>Nuisance Abatement Division</u>	
	(6)
<u>Recovery Assistance and Mitigation Planning</u>	

SECTION II

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 Terrebonne Parish Code of Ordinances, Chapter 2, Administration, Article IV, Administrative Organizational Structure, Section 2-77, Planning and Zoning Department, in order to add the Nuisance Abatement Division and the Recovery Assistance and Mitigation Planning Division as Divisions under the Planning and Zoning Department and to remove the Coastal Zone Management Division from this section.

SECTION III

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

SECTION 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 of Terrebonne Parish, whichever occurs sooner.



Wednesday, March 28, 2018

Item Title:

Donation of Movables Agreement between TPCG and Terrebonne Council on Aging for 5 Vehicles

Item Summary:

An ordinance to Declare as Surplus and to Authorize the Terrebonne Parish Consolidated Government to Donate Five (5) Transit Buses no Longer Needed for Public Purposes to Terrebonne Council On Aging, Inc. for use in the Transportation of the Elderly in Terrebonne Parish, Louisiana, and to Authorize the Terrebonne Parish President to Execute the Necessary Documents to Effectuate the Donation, and to Provide for Related Matters.

1. Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/1/2018	Executive Summary
Ordinance	2/28/2018	Ordinance
Surplus Property Form	2/28/2018	Backup Material
Donation of Movable	2/28/2018	Backup Material
Transit Donation of Vehicle to COA	2/28/2018	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Execute a Donation of Movables Agreement between TPCG and Terrebonne Council on Aging for donation of 5 (five) Vehicles.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG currently owns 5 (five) 2011 Ford El Dorado which has exceeded its useful life and has been removed from the rural transit program by the LA DOTD/FTA and is currently no longer needed for a public purpose. TCOA and TPCG believe they can substantially benefit the public purpose of transportation availability for low to moderate income elderly residents of Terrebonne Parish by donating these 5 (five) vehicles to TCOA.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The purpose of this agreement is to further one of the goals of the Terrebonne Council on Aging (TCOA) to provide transportation for the needy elderly citizens in Terrebonne Parish.

TOTAL EXPENDITURE

None

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 Toups, Parish Manager

Signature

3/1/18

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO DECLARE AS SURPLUS AND TO AUTHORIZE THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT TO DONATE FIVE (5) TRANSIT BUSES NO LONGER NEEDED FOR PUBLIC PURPOSES TO TERREBONNE COUNCIL ON AGING, INC. FOR USE IN THE TRANSPORTATION OF THE ELDERLY IN TERREBONNE PARISH, LOUISIANA, AND TO AUTHORIZE THE TERREBONNE PARISH PRESIDENT TO EXECUTE THE NECESSARY DOCUMENTS TO EFFECTUATE THE DONATION, AND TO PROVIDE FOR RELATED MATTERS.

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

Whereas, Louisiana Constitutional article VII, Section 14, Part B(1) authorizes the TPCG to use “public funds for programs of social welfare for the aid and support of the needy”;

Whereas, Louisiana Revised Statute 33:1236(11)(a) further authorizes the TPCG to “provide for the support of the poor and necessitous within [its] parish”; and

Whereas, Terrebonne Parish Consolidated Government is in possession of five (5) buses, more fully described below, which were previously used in the Good Earth Transit system, and have now exceeded their useful life and have been removed from the rural transit program by the LA DOTD/FTA:

2011 Ford El Dorado, bearing VIN 1FDFE4FS5ADA85581 (valued at \$4,000.00); and

2011 Ford El Dorado, bearing VIN 1FDFE4FS7ADA86778 (valued at \$4,000.00); and

2011 Ford El Dorado, bearing VIN 1FDFE4FS7ADA85582 (valued at \$4,000.00); and

2011 Ford El Dorado, bearing VIN 1FDFE4FS1ADA78918 (valued at \$4,000.00); and

2011 Ford El Dorado, bearing VIN 1FDFE4FS3ADB02281 (valued at \$4,000.00); and

Whereas, the above described buses are now no longer needed for public use by the TPCG and are, in fact, not being used; and

Whereas, the Terrebonne Parish Consolidated Government wishes to declare the above described buses surplus and authorize the Parish President to dispose of them consistent with this Ordinance; and

Whereas, Terrebonne Council on Aging, Inc. (hereinafter “TCOA”) a Louisiana non-profit corporation, operates a transport system for the transport of elderly citizens within this parish for anything from grocery shopping to medical appointments; and

Whereas, the TCOA operates the transit system as part of its welfare program for the aid and support of the elderly needy in this parish; and

Whereas, the TPCG wishes to donate to TCOA the said vehicles in consideration for TCOA’s use of the said vehicles to facilitate its elderly transportation program; and

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that the Terrebonne Parish Council does hereby declare the following described vehicles surplus and no longer needed for public use by the TPCG:

2011 Ford El Dorado, bearing VIN 1FDFE4FS5ADA85581 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FDFE4FS7ADA86778 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FDFE4FS7ADA85582 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FDFE4FS1ADA78918 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FDFE4FS3ADB02281 (valued at \$4,000.00).

NOW THEREFORE, BE IT FURTHER ORDAINED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that the Terrebonne Parish Consolidated Government be and is hereby authorized to donate the afore said vehicles to Terrebonne Council on Aging, Inc. for the purposes herein, and that the Parish President be and is hereby authorized to execute the acts or other documents necessary to effectuate the donation.

NOW THEREFORE, BE IT FURTHER ORDAINED that this ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-12 or 2-13(b) of the Home Rule Charter or as otherwise required by the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs first.

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 _____ 2018.

CHAIR
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 _____, 2018, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2018.

VENITA H. CHAUVIN
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

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

The following Parish Property is requested to be declared surplus to the
Terrebonne Council on Aging Department.

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

New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>BUS</u>	<u>1</u>	<u>\$4,000</u>	<u>Fair</u>

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

2011 Eldorado 1FDFE4FS7ADA86778 Rural Transit Bus
w/ handicap lift

ITEM IS LOCATED AT: Terrebonne Council on Aging

ITEM	QUANTITY	VALUE	CONDITION
<u>BUS</u>	<u>1</u>	<u>\$4,000</u>	<u>Fair</u>

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

2011 Eldorado 1FDFE4FS7ADA85582 Rural Transit Bus
w/ handicap lift

ITEM IS LOCATED AT: Council on Aging

ITEM	QUANTITY	VALUE	CONDITION
<u>BUS</u>	<u>1</u>	<u>\$4,000</u>	<u>Fair</u>

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

2011 Eldorado 1FDFE4FS1ADA78918 Rural Transit Bus
w/ handicap lift

ITEM IS LOCATED AT: Council on Aging

ITEM	QUANTITY	VALUE	CONDITION
<u>BUS</u>	<u>1</u>	<u>\$4,000</u>	<u>Fair</u>

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

2011 Eldorado 1FDFE4FS5ADA85581 Rural Transit Bus
w/ handicap lift

ITEM IS LOCATED AT: Council on Aging, Houma, LA.

Randy Manning
Contact Person

868-7701
Phone

Authorized by Dept. Head:

[Signature]
Signature

2/5/18
Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

Signature

Date

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

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

The following Parish Property is requested to be declared surplus to the
Terrebonne Council on Aging Department.

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

ITEM	QUANTITY	VALUE	CONDITION
<u>BUS</u>	<u>1</u>	<u>\$4,000</u>	<u>fair</u>

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

2011 B/dorado 1FDFE4FS3ADB02281 Rural Transit Bus
w/handicap lift

ITEM IS LOCATED AT: Council on Aging

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

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

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

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

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

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

ITEM IS LOCATED AT: Terrebonne Council on Aging

Randy Manning / Council on Aging 868-7701
Contact Person Phone

Authorized by Dept. Head: [Signature] 8/5/18
Signature Date

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

Back to search results | Listed in category: eBay Motors > Other Vehicles & Trailers > Buses

Bidding has ended on this item.

Chevrolet

2010 F-450 GAS HANDICAP EQUIPPED SHUTTLE BUS no reserve

See original listing



Item condition: **Used**

Ended: **Jan 26, 2018, 7:36PM**

Winning bid: **US \$6,350.00** [20 bids]

Shipping: Will ship to United States. Read item description or contact seller for shipping options.

Item location: Reeds Spring, Missouri, United States

Seller: **autopaintdirectpro9000** (139) | Seller's other items

Sell one like this

Description

Seller assumes all responsibility for this listing.

Last updated on Jan 21, 2018 17:47:57 PST View all revisions

eBay item

Item specifics

Condition:	Used	Type:	Shuttle Bus
Fuel Type:	Gas	Model Year:	2008
Make:	Chevrolet		

AUTO PAINT DIRECT

autopaintdirectpro9000 (139) 100%

Visit Store: AUTO

 Sign up for newsletter

Categories

Back to search results | Listed in category: eBay Motors > Other Vehicles & Trailers > Buses

Bidding has ended on this item.

2010 Ford E350
2010 Ford E-450 Shuttle Bus 12 Passenger, Handicap Lift -No Reserve Auction!
[See original listing](#)



Item condition: **Used**
"1 owner. Running and driving condition."
Ended: Dec 29, 2017, 5:19PM
Winning bid: **US \$5,900.00** [26 bids]
Shipping: Will ship to United States. Read item description or contact seller for shipping options.
Item location: Crystal Lake, Illinois, United States
Seller: **signaturetruckcenter** (344) | Seller's other items

[Sell one like this](#)

Description

Seller assumes all responsibility for this listing. eBay item r

Item specifics			
Condition:	Used		
Seller Notes:	"1 owner. Running and driving condition."		
Year:	2010	Type:	Shuttle Bus
Exterior Color:	Blue	Fuel Type:	Diesel
Model:	E350	Make:	Ford
For Sale By:	Dealer	Manufacturer Exterior Color:	White



970 PYOTT RD | CRYSTAL LAKE, IL 60014

Sales
(815) 444-4600
970 Py
Crystal Lake I

2010 Ford E-450 Shuttle Bus 12 Passenger. No Reserve Auction!

Vehicle Information

Year:	2010	Model:	E350
Make:	Ford	Condition:	Used

Description

No Reserve Auction! Year End Liquidation Sale.

We have this and 6 other identical buses for immediate liquidation! You are bidding on a 2010 Ford E450 Shuttle Bus it with 195,592 miles. Seats 12 Passengers has a working handicap lift. Non CDL bus. Clean good runner. Fresh oil change No Reserve good luck bidding. We offer a mechanical Inspection before you bid or buy for an additional charge. Call for quote. If you have any questions please contact us! Financing available. Contact our Sales team today 815-444-4600 € (Mark), or 211 (Eric)



Search for anything

All Categories

Back to search results | Listed in category: eBay Motors > Other Vehicles & Trailers > Buses

Bidding has ended on this item.

Chevrolet

2010 ElDorado Cutaway Shuttle Bus

See original listing

Item condition: **Used****"Used Transit Bus"**

Ended: Dec 06, 2017, 12:58PM

Winning bid: **US \$3,100.00** [9 bids]

Shipping: Free Local Pickup

Item location: Painesville, Ohio, United States

Seller: **laketrans** (63) | Seller's other items

Sell one like this

Description

eBay item r

Seller assumes all responsibility for this listing.

Last updated on Nov 29, 2017 13:36:29 PST View all revisions

Item specifics

Condition: **Used**
 Seller Notes: **"Used Transit Bus"**
 Type: **Shuttle Bus**
 Model Year: **2010**

Fuel Type: **Diesel**
 Make: **Chevrolet**

You are bidding on 1 used**2010 Chevrolet (ElDorado) Express 4500 Transit Bus (1004)****Vehicle is being sold "AS IS"****No guarantee or warranty expressed or implied.****Down Payment, Full Payment and Vehicle Pickup;**

1. A non-refundable down payment of \$250.00 is due within 48 hours of auction close. If the non-refundable down payment is not received, the seller's case will be open thru E-bay. When the case is closed, the vehicle will be re-auctioned by Laketrans.
2. The non-refundable full payment is due within seven days of auction close. If the non-refundable full payment is not received within seven days of auction close, the vehicle will be re-auctioned by Laketrans. The non-refundable down payment will be the property of Laketrans.
3. Vehicle pickup will be scheduled within ten days of auction close. Laketrans requires 24 (business) hours' notice before pickup. If the vehicle is not picked up within ten days, the vehicle will remain the property of Laketrans and will be re-auctioned. The non-refundable down payment and the non-refundable full payment will remain the property of Laketrans.
4. The vehicle will be removed from Laketrans property within two weeks of auction close (at the buyer's expense). If the vehicle is not removed within two weeks of auction close, the vehicle will remain the property of Laketrans and will be re-auctioned. The non-refundable down payment and the non-refundable full payment will remain the property of Laketrans.

Rules on Laketrans property

Due to security issues, the following criteria must be followed

1. All winning bidders who wish to enter Laketrans property must sign in at the front entrance.
2. All winning bidders who wish to enter Laketrans must be accompanied by a Laketrans staff member at all times.
3. No work may be done to the vehicle on Laketrans property.
4. Laketrans's mechanics will not be available to charge the batteries, replace flat tires, etc.
5. Once the vehicle is off of Laketrans's property, it cannot be brought back.

DONATION OF MOVABLES

BY: TERREBONNE PARISH CONSOLIDATED GOVERNMENT UNITED STATES OF AMERICA
STATE OF LOUISIANA
TO: TERREBONNE COUNCIL ON AGING, INC. PARISH OF TERREBONNE

Be it known that on the date(s) inscribed below, before the undersigned notaries, duly commissioned and qualified, in and for the parish and state aforesaid, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma LA 70361, represented herein by Gordon E. Dove, Parish President, by virtue of Terrebonne Parish Council Ordinance No. _____ (“Donor”),

who declared that in consideration of the Terrebonne Council on Aging, Inc.’s operation of a program of social welfare for the aid and support of the elderly needy in Terrebonne Parish, Louisiana, the Terrebonne Parish Consolidated Government, does hereby irrevocably donate, give, grant, transfer, set over, solely with full substitution and subrogation in and to all rights and actions of warranty which said donor has or may have against all preceding owners and vendors, and deliver unto

TERREBONNE COUNCIL ON AGING, INC., a non-profit corporation, organized under and pursuant to the laws of the State of Louisiana, herein represented by Ivy J. Dupre, Chairman of the Board, with a mailing address of PO Box 8036, Houma LA 70361 (“Donee”);

the hereinafter described movable property, presently owned by donor, and fully described as:

**2011 Ford El Dorado, bearing VIN 1FD4E4FS5ADA85581 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FD4E4FS7ADA86778 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FD4E4FS7ADA85582 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FD4E4FS1ADA78918 (valued at \$4,000.00); and
2011 Ford El Dorado, bearing VIN 1FD4E4FS3ADB02281 (valued at \$4,000.00).**

to have and to hold unto Donee, its heirs, successors, and assigns forever, for Donee’s use in the transportation of elderly residents of Terrebonne Parish, Louisiana, or for any other public function which supports the Donee’s program.

The items are donated “AS IS,” “WHERE IS” and without express or implied warranty of any kind whatsoever except as to title. Donee hereby accepts this donation and acknowledges delivery and possession thereof. This has been explained to Donee and Donee acknowledges the same. Donee shall be responsible for all title transfer and insurance, which shall be at Donee’s cost and expense.

This donation by Donor to Donee of this public property is made in accordance with Louisiana Constitutional Article VII, Section 14(B)(1), and La. R.S. 33:1236(11)(a), and Donee declares that these vehicles shall be used to facilitate persons in need. Donee declares it is a non-profit provider for the elderly.

Donee hereby accepts this donation and Donee’s undersigned representative declares that he is authorized to sign and execute this Act on behalf of Donee.

Thus done and passed at Houma, Terrebonne Parish, Louisiana on the ____ day of _____2018, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearers and me, notary, after reading of the whole.

WITNESSES:

DONOR:

GORDON E. DOVE, PARISH PRESIDENT
O/B/O TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

NOTARY PUBLIC

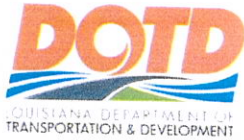
Thus done, accepted and passed at Houma, Terrebonne Parish, Louisiana on the ____ day of _____ 2017, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearers and me, notary, after reading of the whole.

WITNESSES:

DONEE:

IVY J. DUPRE, CHAIRMAN
O/B/O TERREBONNE COUNCIL
ON AGING, INC.

NOTARY PUBLIC



Public Transportation Section
1201 Capital Access Rd. | Baton Rouge, LA 70802
ph: 225-379-3060 | fx: 225-379-3071

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

March 31, 2017

Diana Edmondson
Terrebonne Council on Aging
995 West Tunnel Blvd.
Houma, LA 70360

RE: Vehicle Disposition 2011 Eldorado 1FD4E4FS7ADA86778

Dear Ms. Edmondson,

The referenced vehicle has surpassed the State's definition of useful life and there is no longer any federal interest. Per your request, the vehicles have been removed from the 5311 Rural Program and may be sold or used as backup.

The DOTD decals are to be removed from the vehicle. The lien on the title is canceled. Please be aware that the vehicle was purchased with Federal Funds. All proceeds from sales may be retained by the agency so long as the proceeds remain in use for mass transit purposes. Please leave the vehicle active in STARS until it is sold.

If you have any questions, please contact this office.

Sincerely,

Jamie Ainsworth
Rural Transit Program Manager

1111#1111

STATE OF LOUISIANA

CERTIFICATE OF TITLE

VIN 1FDFFE4FS7ADA86778				TITLE NUMBER B8714858		DATE ISSUED 10/26/2017	
MAKE ELDO	MODEL	BODY BU	COLOR WHI/	YR 2011	DATE ACQUIRED 09/24/2010	ODOMETER 1051	N/U N

* * MAIL TO * *

TERREBONNE COA

P O BOX 8039

HOUMA LA

70361

* * OWNER * *

TERREBONNE CONSOLIDATED GOVT

995 W TUNNEL BLVD

HOUMA

LA

70360

(LIEN)

DATE

First Lien Released _____ Date _____

Lienholder

By _____
Authorized Representative

Second Lien Released _____ Date _____

Lienholder

By _____
Authorized Representative

* * * DUPLICATE TITLE * * *

The undersigned as Vehicle Commissioner of the State of Louisiana, certifies that the applicant named herein has been duly registered in this office as owner of the motor vehicle described, pursuant to the laws of the State of Louisiana, subject to the mortgages and encumbrances, if any, herein set forth.

In witness whereof, I have affixed my signature at Baton Rouge.

Karey L. St. Germain



FORM

122

A

122

40665805

DPSMV 1663 (R7/07)

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.

KEEP IN SAFE PLACE

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK



Public Transportation Section
1201 Capital Access Rd. | Baton Rouge, LA 70802
ph: 225-379-3060 | fx: 225-379-3071

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

March 31, 2017

Diana Edmondson
Terrebonne Council on Aging
995 West Tunnel Blvd.
Houma, LA 70360

RE: Vehicle Disposition 2011 Eldorado 1FDFE4FS7ADA85582

Dear Ms. Edmondson,

The referenced vehicle has surpassed the State's definition of useful life and there is no longer any federal interest. Per your request, the vehicles have been removed from the 5311 Rural Program and may be sold or used as backup.

The DOTD decals are to be removed from the vehicle. The lien on the title is canceled. Please be aware that the vehicle was purchased with Federal Funds. All proceeds from sales may be retained by the agency so long as the proceeds remain in use for mass transit purposes. Please leave the vehicle active in STTARS until it is sold.

If you have any questions, please contact this office.

Sincerely,

Jamie Ainsworth
Rural Transit Program Manager

an#110

STATE OF LOUISIANA

CERTIFICATE OF TITLE

VIN 1FDFE4FS7ADA85582				TITLE NUMBER B8714856		DATE ISSUED 10/26/2017	
MAKE ELDO	MODEL	BODY BU	COLOR WHI/	YR 2011	DATE ACQUIRED 09/22/2010	ODOMETER 983	N/U N

* * MAIL TO * *

TERREBONE COA

P O BOX 8036
HOUMA LA 70361

* * OWNER * *

TERREBONNE CONSOLIDATED GOVT

995 WEST TUNNEL BLVD
HOUMA LA 70360

(LIEN)

DATE

First Lien Released _____ Date

Lienholder

By _____
Authorized Representative

Second Lien Released _____ Date

Lienholder

By _____
Authorized Representative

* * * DUPLICATE TITLE * * *

The undersigned as Vehicle Commissioner of the State of Louisiana, certifies that the applicant named herein has been duly registered in this office as owner of the motor vehicle described, pursuant to the laws of the State of Louisiana, subject to the mortgages and encumbrances, if any, herein set forth.

In witness whereof, I have affixed my signature at Baton Rouge.

Karey A. St. Germain



FORM

120

A

120

40665807

DPSMV 1663 (R7/07)

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.

KEEP IN SAFE PLACE

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK



Public Transportation Section
1201 Capital Access Rd. | Baton Rouge, LA 70802
ph: 225-379-3060 | fx: 225-379-3071

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

March 31, 2017

Diana Edmonson
Terrebonne Council on Aging
995 West Tunnel Blvd.
Houma, LA 70360

RE: Vehicle Disposition 2011 Eldorado 1FDFF4FS1ADA78918

Dear Ms. Edmonson,

The referenced vehicle has surpassed the State's definition of useful life and there is no longer any federal interest. Per your request, the vehicles have been removed from the 5311 Rural Program and may be sold or used as backup.

The DOTD decals are to be removed from the vehicle. The lien on the title is canceled. Please be aware that the vehicle was purchased with Federal Funds. All proceeds from sales may be retained by the agency so long as the proceeds remain in use for mass transit purposes. Please leave the vehicle active in STARS until it is sold.

If you have any questions, please contact this office.

Sincerely,

Jamie Ainsworth
Rural Transit Program Manager

nn#111

STATE OF LOUISIANA

CERTIFICATE OF TITLE

VIN 1FD FE4FS1ADA78918				TITLE NUMBER B8714859		DATE ISSUED 10/26/2017	
MAKE ELDO	MODEL	BODY BU	COLOR WHI/	YR 2011	DATE ACQUIRED 09/22/2010	ODOMETER 986	N/U N

* * MAIL TO * *

TERREBONNE COA

P O BOX 8036

HOUMA LA

70361

* * OWNER * *

TERREBONNE CONSOLIDATED GOVT

995 W TUNNEL BLVD

HOUMA

LA

70360

(LIEN)

DATE

First Lien Released _____ Date

Lienholder

By _____
Authorized Representative

Second Lien Released _____ Date

Lienholder

By _____
Authorized Representative

* * * DUPLICATE TITLE * * *

The undersigned as Vehicle Commissioner of the State of Louisiana, certifies that the applicant named herein has been duly registered in this office as owner of the motor vehicle described, pursuant to the laws of the State of Louisiana, subject to the mortgages and encumbrances, if any, herein set forth.

In witness whereof, I have affixed my signature at Baton Rouge.

Karen A. St. Germain



FORM

123

A

123

40665804

DPSMV 1663 (R7/07)

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.

KEEP IN SAFE PLACE

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK



Public Transportation Section
1201 Capital Access Rd. | Baton Rouge, LA 70802
ph: 225-379-3060 | fx: 225-379-3071

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

March 31, 2017

Diana Edmondson
Terrebonne Council on Aging
995 West Tunnel Blvd.
Houma, LA 70360

RE: Vehicle Disposition 2011 Eldorado 1FDFE4FS5ADA85581

Dear Ms. Edmondson,

The referenced vehicle has surpassed the State's definition of useful life and there is no longer any federal interest. Per your request, the vehicles have been removed from the 5311 Rural Program and may be sold or used as backup.

The DOTD decals are to be removed from the vehicle. The lien on the title is canceled. Please be aware that the vehicle was purchased with Federal Funds. All proceeds from sales may be retained by the agency so long as the proceeds remain in use for mass transit purposes. Please leave the vehicle active in STTARS until it is sold.

If you have any questions, please contact this office.

Sincerely,

Jamie Ainsworth
Rural Transit Program Manager

1111#112

STATE OF LOUISIANA

CERTIFICATE OF TITLE

VIN 1FDFF4FS5ADA85581				TITLE NUMBER 88714860		DATE ISSUED 10/26/2017	
MAKE ELDO	MODEL	BODY BU	COLOR WHI/	YR 2011	DATE ACQUIRED 10/06/2010	ODOMETER 991	N/U N

* * MAIL TO * *

TERREBONNE COA

P O BOX 8036

HOUMA LA

70361

* * OWNER * *

TERREBONNE CONSOLIDATED GOVT

995 W TUNNEL BLVD

HOUMA

LA

70360

(LIEN)

DATE

First Lien Released _____ Date _____

Lienholder

By _____ Authorized Representative

Second Lien Released _____ Date _____

Lienholder

By _____ Authorized Representative

* * *

DUPLICATE TITLE

* * *

The undersigned as Vehicle Commissioner of the State of Louisiana, certifies that the applicant named herein has been duly registered in this office as owner of the motor vehicle described, pursuant to the laws of the State of Louisiana, subject to the mortgages and encumbrances, if any, herein set forth.

In witness whereof, I have affixed my signature at Baton Rouge.

Karen L. St. Germain



FORM

124

A

124

40665803

DPSMV 1663 (R7/07)

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.

KEEP IN SAFE PLACE

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK



Public Transportation Section
1201 Capital Access Rd. | Baton Rouge, LA 70802
ph: 225-379-3060 | fx: 225-379-3071

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

March 31, 2017

Diana Edmondson
Terrebonne Council on Aging
995 West Tunnel Blvd.
Houma, LA 70360

RE: Vehicle Disposition 2011 Eldorado 1FDFE4FS3ADB02281

Dear Ms. Edmondson,

The referenced vehicle has surpassed the State's definition of useful life and there is no longer any federal interest. Per your request, the vehicles have been removed from the 5311 Rural Program and may be sold or used as backup.

The DOTD decals are to be removed from the vehicle. The lien on the title is canceled. Please be aware that the vehicle was purchased with Federal Funds. All proceeds from sales may be retained by the agency so long as the proceeds remain in use for mass transit purposes. Please leave the vehicle active in STTARS until it is sold.

If you have any questions, please contact this office.

Sincerely,

Jamie Ainsworth
Rural Transit Program Manager

11/11/14

STATE OF LOUISIANA

CERTIFICATE OF TITLE

VIN 1FDFE4FS3ADB02281				TITLE NUMBER B8714857		DATE ISSUED 10/26/2017	
MAKE ELDO	MODEL	BODY BU	COLOR WHI/	YR 2011	DATE ACQUIRED 12/01/2010	ODOMETER 984	N/U N

* * MAIL TO * *

TERREBONNE COA

P O BOX 8036
HOUMA LA 70361

* * OWNER * *

TERREBONNE CONSOLIDATED GOVT

995 W TUNNEL BLVD
HOUMA LA 70360

CL DT

(LIEN)

DATE

First Lien Released _____ Date

Lienholder

By _____
Authorized Representative

Second Lien Released _____ Date

Lienholder

By _____
Authorized Representative

* * * DUPLICATE TITLE * * *

The undersigned as Vehicle Commissioner of the State of Louisiana, certifies that the applicant named herein has been duly registered in this office as owner of the motor vehicle described, pursuant to the laws of the State of Louisiana, subject to the mortgages and encumbrances, if any, herein set forth.

In witness whereof, I have affixed my signature at Baton Rouge.

Karew L. St. Germain



FORM

121

A 121

40665806

DPSMV 1663 (R7/07)

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.

KEEP IN SAFE PLACE

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK

TO TEST FOR AUTHENTICITY, HOLD DOCUMENT TO LIGHT AND VERIFY EAGLE'S HEAD WATERMARK



Wednesday, March 28, 2018

Item Title:

Amend Parish Flood Damage Prevention Ordinance

Item Summary:

An ordinance to amend the Flood Damage Prevention Ordinance. Changes are intended to coordinate with the Parish Code Chapter 23 - Sewer and Sewage Disposal which also requires a specified elevation height.

1. Consider adoption of ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/7/2018	Cover Memo
Executive Summary	3/7/2018	Executive Summary
Resolution	3/7/2018	Resolution
Attachment A	3/7/2018	Backup Material
Amendment	3/7/2018	Backup Material

March 6, 2018

MEMO TO: Gordon E. Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item for the CDP Committee March 125th, and Council Agenda March
14th
Flood Damage Prevention Ordinance Coordination with Other Codes

Attached is the resolution requesting a public hearing regarding the intent to coordinate house elevations between the base flood elevation in the Flood Damage Prevention Ordinance and the Parish Code Chapter 23 – Sewers and Sewage Disposal which requires the first flood to be at least 18 inches above the centerline of the street. There has been some confusion regarding which applies when both must be met. This change will specify that the more conservative of the regulations will need to be met. The public hearing would be called for March 28, 2018.

Should you have any questions or require additional information, please contact me at extension 6569.

Thanks,
Chris



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
A resolution to call a public hearing regarding the intent of the Parish to Amend the Flood Damage Prevention Ordinance.

PROJECT SUMMARY (200 WORDS OR LESS)
A resolution to call a public hearing regarding the intent of the Parish to Amend the Flood Damage Prevention Ordinance. The changes are intended to coordinate with the Parish Code Chapter 23 – Sewers and Sewage Disposal which also requires a specified elevation height. .

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Call a public hearing for comment on the matter.

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

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

Chris Pulaski

3/6/18

Signature

Date

OFFERED BY: _____
SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING REGARDING THE INTENT TO ADOPT AMENDMENTS TO THE FLOOD DAMAGE PREVENTION ORDINANCE LANGUAGE TO REFLECT CONCURRENCE WITH CHAPTER 23 - SEWERS AND SEWAGE DISPOSAL.

WHEREAS, the Terrebonne Parish Consolidated Government has memorialized risk reduction regulations in the Flood Damage Prevention Ordinance (FDPO); and

WHEREAS, the FDPO often regulates the height of structures to maintain flood safety requirements called the base flood elevation adopted to conform with the National Flood Insurance Program; and

WHEREAS, Chapter 23 – Sewers and Sewage Disposal also regulates the height of construction to meet sanitation requirements in areas that are served by a public utility in Section 23-24 - Building sewers, building drains and connections as follows:

“(i) All tops of floors on new construction shall be not less than eighteen (18) inches above the highest crown of the street adjacent to that property in order to ensure the proper functioning of all plumbing fixtures. Plumbers are cautioned to advise their clients of this requirement prior to the permit application being submitted. The parish government cannot assure proper functioning of fixtures in buildings that do not conform to this requirement. All sewer mains shall be placed in the street right-of-way” which may be a higher standard than the base flood elevation; and

WHEREAS, this may create a conflict between the two ordinances, and confusion among the permit holders; and the lack of documentation in the flood ordinance may risk access to Increased Cost of Compliance insurance benefits for mitigation of a condition of substantial damage; and

WHEREAS, a revision of the FDPO as offered in Attachment A to reference the Sewers and Sewerage Disposal language would avoid any confusion or risk to benefits; and

WHEREAS, amendments to the ordinance outlined in Attachment A must be heard at a formal public hearing to gather and consider public input;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that a public hearing be called on March 28th at 6:30 p.m. in order to receive further public comment on the amendments in Attachment A.

Attachment A

OFFERED BY:

SECONDED BY:

ORDINANCE NO.

Amending the Terrebonne Parish Code, Chapter 9, Flood Damage Prevention, Article III, Flood Hazard Reduction, Section 9-57, Specific Standards.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Terrebonne Parish Code, Chapter 9, Flood Damage Prevention, Article III, Flood Hazard Reduction, Section 9-57, Specific Standards, be amended to read as follows, with revisions adopted, stricken language removed, and all other language remaining the same:

Sec. 9-57. - Specific standards.

Revise the section to add (9) to read as follows all else remaining the same:

(9) Consistency with Parish Code Chapter 23 – Sewers and Sewage Disposal

Where Parish Code Chapter 23 – Sewers and Sewage Disposal Section 23-24 - Building sewers, building drains and connections applies, and is higher than the Advisory Base Flood Elevation or other applicable standard setting the regulatory base flood elevation, the language of Section 23-24i will be applied, currently requiring “all tops of floors on new construction shall be not less than eighteen (18) inches above the highest crown of the street adjacent to that property in order to ensure the proper functioning of all plumbing fixtures.”

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.

Chapter 23 - SEWERS AND SEWAGE DISPOSAL^[1]

Footnotes:

--- (1) ---

Cross reference— Administration, Ch. 2; buildings and structures, Ch. 6; flood damage prevention, Ch. 9; franchises and agreements, Ch. 10; garbage, trash, hazardous waste and weeds, Ch. 11; health and sanitation, Ch. 13; mobile homes and mobile home parks, Ch. 17; planning, Ch. 20; roads, bridges, watercourses and drainage, Ch. 22; subdivisions, Ch. 24; utilities of city, Ch. 26; water (parish), Ch. 27; utilities department, § 2-76; utilities to comply with flood damage prevention regulations, § 9-9; sewage disposal in mobile home park, § 17-34; drainage, § 22-166 et seq.

State Law reference— Louisiana Environmental Quality Act, R.S. 30:1051 et seq.; sewage disposal, R.S. 33:3881 et seq.; sewage treatment plants outside active sewer districts, R.S. 33:3881.1; public utilities, R.S. 33:4161 et seq., Title 45; taxes for public improvements and services, R.S. 39:801 et seq.; regulation of sewerage systems by health authorities, R.S. 40:1141 et seq.; industrial waste disposal, transportation of waste material into Louisiana, R.S. 40:1299.36; regulation of sewage disposal companies by public service commission, R.S. 45:1203.

ARTICLE I. - IN GENERAL

Sec. 23-1. - Definitions.

All definitions contained in Article II of this chapter are hereby made a part of sections 23-2 and 23-3 by reference.

(Ord. No. 4507, § I, 6-13-90)

State Law reference— Definitions applicable to the Louisiana Environmental Quality Act, R.S. 30:1054.

Sec. 23-2. - Service for properties not included in assessment programs.

- (a) The parish government does hereby declare its policy to provide sewerage service wherever feasible within the boundaries of the parish for property owners who desire such service.
- (b) The manner in which sewerage service shall be provided and the charges established shall be determined by categorizing the types of service as follows:
 - (1) Category I, new development or resubdivision: This category shall include single-family, multifamily and mobile home residential developments and business and commercial developments where new sanitary sewer systems shall be constructed by the owner/developer to provide the service and the system meets parish standards for acceptance as a public sewer. This category can apply to any property in which the sewer system is constructed in accordance with parish standards and provides potential for public benefit, such as, but not limited to, capacity to serve other properties.
 - (2) Category II, property served by existing systems: This category shall include any property which could receive service from an existing publicly owned sanitary sewer line and which has not previously been included in either a sewerage connection charge agreement or an assessment

ordinance for the construction of publicly owned sanitary sewer lines. This category usually applies to properties that could be served via a new or existing six-inch service line located in a public or private right-of-way. This category also applies to property served by on-site and/or off-site sewer facilities constructed by the owner/developer and sized only to serve the needs of owner/developer's property and/or the system does not provide potential for further public benefit (i.e. does not have the capacity for additional customers or does not meet parish standards for acceptance).

- (3) Category III, industrial users: Industrial users shall be those users as defined in Article II of this chapter. All matters relating to providing sewer service and the associated charges for providing that service to industrial users shall be as provided in Article II of this chapter.
- (c) Sanitary sewer services shall be made available to each category upon request for service from the owner/developer as follows:
- (1) Category I, new development or resubdivision: The property owner/developer shall, at his own expense, construct the sewerage collection system, connect such system to the existing parish facilities and donate such system to the parish upon completion. The owner/developer shall also be responsible for all costs incurred by the parish, for the construction and/or modification of the existing public sewer system to accommodate the needs of the owner/developer. All planning and construction shall be carried out in accordance with section 23-3.
 - (2) Category II, property served by existing systems: This category shall apply on condition that the existing system has the ability to handle the organic or hydraulic loading anticipated. If the existing system does not have the ability to handle the loading, then the property shall be served under the provisions of section 23-2(c)(1).
 - (3) Category III, industrial users: Service shall be made available to industrial users under the terms and conditions set forth in Article II of this chapter.
- (d) The charges, terms and conditions for providing sanitary sewer service to the various categories shall be set forth in writing and identified as a "connection charge agreement." Payment of the connection charge shall be made at the time the agreement is signed by the applicant and presented to the parish government, unless otherwise specified. Applicants meeting certain criteria, subsections (d)(1) and (2) below, specifically, may elect to enter into a contract with the parish government, to finance their connection charge over a period of five (5) years, with interest, at a legal rate under Louisiana Civil Code Article 2924. The parish, acting through its finance administrator, enters into a contract with the applicant, whereby the parish agrees to finance the sewer connection charge and the owner agrees to make monthly payments to the parish, in addition to other conditions specified in the contract. In order to secure payment of the amount of such connection charge, the parish shall have a lien and privilege against the property to which the connection charge applies. In the event of a failure to pay any installment or interest due thereon, the parish shall have the right to declare all other installments and interest thereon to become due and payable, and the parish shall have the right, in addition to any other remedy allowed by law, to proceed against the property that is subject to the lien and privilege for the collection of the total amount due thereon, plus an additional twenty (20) percent of such amount as attorney fees and collection expenses. Applicants meeting the following criteria are eligible for connection charge financing:
- (1) A bona fide owner/resident of a single-family dwelling.
 - (2) A bona fide owner/operator of a single proprietorship commercial establishment.
- (e) Reserved.

(Ord. No. 4507, § I, 6-13-90; Ord. No. 4638, § I, 4-10-91; Ord. No. 5156, 12-1-93; Ord. No. 8138, § I, 6-27-12)

State Law reference— Compelling connection with sewerage system, R.S. 33:4041.

Sec. 23-3. - Providing service to new development or resubdivision.

The following shall be the sequence for providing sanitary sewer service to a new development or a resubdivision:

- (1) The owner/developer shall submit a written request for sewerage service to the parish, together with a preliminary layout, location map, and a statement of a proposed land use.
- (2) The parish shall notify the owner/developer of the availability of sewer service and of any special conditions which may affect the availability of service. For the purpose of this section, special conditions shall include availability of pumping, transport and/or treatment capacity; availability of rights-of-way; limits of parish operation and maintenance responsibility; and special costs.
- (3) The owner/developer's engineer then shall meet with the parish staff to review and discuss the preliminary design.
- (4) Where necessary, the construction of the sewer system may consist of two (2) parts, that which will be constructed by the owner/developer at his expense, and that which will be constructed by the parish to include any modification of the existing parish sewer system to accommodate the needs of the owner/developer, the cost of which will be incorporated into the connection charge agreement.
- (5) After the owner/developer's engineer and the parish's engineer, if applicable, have completed the final design, plans and specifications shall be submitted to the parish for review and approval.
- (6) After the plans and specifications have been approved by the parish, the owner/developer shall then forward them to the state department of health and hospitals, office of public health, for review and approval.
- (7) Once final plans and specifications have been approved by the parish, the connection charge agreement shall be prepared. All costs and special conditions affecting the proposed connection will be incorporated into the connection charge agreement.
- (8) After plans and specifications have been reviewed and approved by the DHH-OPH, and the connection charge agreement has been executed and the connection charge paid in full or a connection charge agreement contract entered into, as provided for in section 23-2(d)(1) and (2), the owner/developer will be authorized to proceed with construction. At this time, the parish will also begin construction and/or modifications of existing facilities if required under the connection charge agreement.
- (9) During the construction of the owner/developer's portion of the sewer system, the parish shall have the right to inspect the work for compliance with the previously approved plans and specifications. If defective work is observed by the parish, the owner/developer shall be informed in writing that the system will not be accepted until the defective work has been corrected.
- (10) After the construction is completed, the owner/developer's engineer shall submit the as-built construction drawings to the parish, together with a letter stating that all sewer construction has been completed substantially in accordance with the plans and specifications for the development approved by the parish.
- (11) Once construction is completed and determined by the parish to be acceptable, the owner/developer shall tender title of the completed sewer system free and clear of all mortgages, liens and other encumbrances to the parish. The parish expressly does not assume the liability for errors or omissions of the construction contractor, engineer and developer. The parish accepts title of the sewer system based on information contained in the as-built construction drawings provided to the parish by the owner/developer's engineer. The

owner/developer assumes the responsibility to correct any error or omission discovered during the operation of the sewer system by the parish.

- (12) After all requirements of the parish have been complied with, the parish shall accept the completed sewer system for operation and maintenance.

(Ord. No. 4507, § I, 6-13-90)

Editor's note— Because the language in the above section is correct, the change specified in Ord. No. 4563 has been disregarded.

Sec. 23-4. - Sewer development connection fee.

(1) Definitions:

- (a) Connection charge fee: A fee, established and adjusted periodically by the parish, paid by a developer to the parish, for parish-provided wastewater transportation and disposal services from the designed point of connection.
- (b) Equivalent residential unit (ERU): A ratio of the average flow of any development or establishment when compared to the average flow of the conventional single-family residential unit. For the purpose of computing the equivalent residential unit (ERU), conventional single-family residential flow is established at two hundred fifty (250) gallons per day.

(2) Category I and category III property, sewer service to a new development, resubdivision, or industrial user shall be comprised of two (2) separate elements:

- (a) On-site collection system element: All property owners/developers as referenced in sections 23-2(b)(1) and (b)(3) shall be required to pay all costs for the newly constructed sewer system.
- (b) Transportation and treatment cost element: All property owners shall pay to the parish, as a connection charge fee, a treatment and transportation element, which shall be equivalent to the total cost incurred by the parish for construction and/or modification of its existing public sewer system to accommodate the additional sewage loading, but not less than the standard transportation and treatment cost of the parish as determined in sections 23-4(4)(a), (4)(b) and (4)(c).

(3) Category II property, property served by existing system:

- (a) The amount of the connection charge, at a minimum, shall include all cost incurred by the parish to construct and/or modify its existing public sewage collection system to accommodate the new sewer service, but not less than a minimum connection charge, determined on a front foot basis, in accordance with subsection (3)(b) below. Typically, these costs are associated with the installation of a sewer service connection to serve the property and/or the costs associated with upgrading lines to meet developer's needs.
- (b) The amount of the connection charge as determined on a front foot basis shall include the actual front foot measurement of the property times a rate of fifty dollars (\$50.00).

(4) Determination of the standard transportation and treatment cost element:

- (a) Connection charge fees shall be uniform and based upon the average costs of providing wastewater transportation and treatment facilities. Connection charge fees shall be based upon the equivalent residential units (ERU) for the type of development or establishment requesting service. The ERU value shall be determined in accordance with Table 1, flow estimates of residential and commercial establishments. Should an establishment or land use not be included within Table 1, the parish shall determine an equitable ERU value. The ERU value will be based upon the estimated daily sewage flow divided by two hundred fifty (250) gallons per day.

- (b) The determination of a connection fee for a particular property is based on the planned use at the time of application for service. In the event of a land use change after completion of a development, the parish reserves the right to adjust the connection fee in accordance with the revised land use. The payment of any additional fees, so determined, will be made before a plumbing permit is issued.
- (c) The wastewater connection fee for one (1) ERU is established at four hundred fifty dollars (\$450.00). The connection fee of any development is determined by multiplying the ERU value as determined in subsection (4)(a) by the fee established for one (1) ERU.
- (5) The connection fee for one (1) ERU shall automatically be adjusted on June 1 of each year through 2016, in accordance with the following schedule:
- | | | | |
|--------------------------|----|-------|----------|
| June | 1, | 2013: | \$587.50 |
| June | 1, | 2014: | \$725.00 |
| June | 1, | 2015: | \$862.50 |
| June 1, 2016: \$1,000.00 | | | |

TABLE 1
FLOW ESTIMATES OF RESIDENTIAL AND COMMERCIAL ESTABLISHMENTS

Place	Loading	Daily Average Flow Gallons per Day	Design Basis	ERU
Apartments		250	Per unit	1.00
Assembly	Note (b)	2	Per seat	0.008
Bowling Alleys (no food service)	Note (b)	75	Per lane	0.3
Churches	Note (b)	5	Per sanctuary seat	0.02
Churches (with permitted kitchens)	Note (c)	10	Per sanctuary seat	0.04
Country Clubs		50	Per member	0.2
Dance Halls	Note (b)	2	Per person	0.008

Drive-In Theaters		5	Per car space	0.02
Factories (no showers)		20	Per employee	0.08
Factories (with showers)		35	Per employee	0.14
Food Service Operations:				
Ordinary Restaurant (not 24 hour)		35	Per seat	0.14
24-Hour Restaurant		50	Per seat	0.20
Banquet Rooms		5	Per seat	0.02
Restaurant Along Freeway		100	Per seat	0.40
Curb Service (drive-in)		50	Per car space	0.20
Bar, Cocktail Lounges, Taverns:				
(no food service or very little food service)		25	Per seat	0.10
(with regular food service)		35	Per seat	0.14
Video Poker Machine		100	Per machine	0.40
Fast Food Restaurants		40	Per seat	0.16
Hotel/Motel Food Service		45	Per room	0.18
Homes/Mobile Homes in Subdivisions		250	Per dwelling	1.00
Individual Homes/Mobile Homes (where individual sewage technology is utilized)		250	Per unit	1.00
Hospitals (no resident personnel)	Note (c)	200	Per bed	0.80

Institutions (residents)	Note (c)	100	Per person	0.40
Municipalities		100	Per person	0.40
Mobile Home Parks:				
Up to 5 Trailer Spaces		400		1.60
6 Trailer Spaces or More		300		1.20
Motels	Note (b)	100		0.40
Nursing and Rest Homes	Note (c)	100	Per patient	0.40
		100	Per resident employee	0.40
Office Buildings		20	Per employee	0.08
Recreational Vehicle Parks and Camp		125	Per trailer or tent space	0.50
Retail Store		20	Per employee	0.08
Schools—Elementary	Note (c)	15	Per pupil	0.06
Schools—High and Junior High	Note (c)	20	Per pupil	0.08
Retail Fuel Stations (located on major highways, etc., and whose primary function is to provide fuel and service to motor vehicles)	Note (d)	250	Per individual vehicle fueling point (up to the first four)	1.00
		125	For each additional individual vehicle fueling point	0.50
Shopping Centers		0.2	Per square foot of floor	0.0008

(no food service or laundries)			space	
Swimming Pool (including employees)		10	Per swimmer	0.04
Showers		20	Per shower	0.08
Vacation Cottages		50	Per person	0.02
Youth and Recreation Camps	Note (c)	50	Per person	0.02
Washing Machines		400	Per machine	1.60

Notes:

- (a) Reserved.
- (b) Food service waste not included.
- (c) Food service waste included but without garbage grinders.
- (d) Vehicle fueling points are an arrangement of gasoline or diesel fuel pumps to serve automobiles or other vehicles. For the purposes of these guidelines, a vehicle fueling point is one that services a vehicle at one time. Food service waste not included.

(Ord. No. 8138, § II, 6-27-12)

Secs. 23-5—23-20. - Reserved.

ARTICLE II. - SEWERAGE USE (PARISH)

Sec. 23-21. - Definitions; abbreviations.

- (a) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words and phrases shall be read within their context and shall be construed according to the common and approved usage of the language. Technical words and phrases, and such others as may have acquired a peculiar and appropriate meaning in the law, shall be construed and understood according to such peculiar and appropriate meaning.

Biochemical oxygen demand means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures of five (5) days at twenty (20) degrees Celsius, expressed in parts per million (1,000,000) by weight, or milligrams per liter.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes (not including storm drains) inside the walls of the building and which conveys it to the building sewer, ending five (5) feet outside the inner face of the building.

Building sewer means the piping extending from the building drain to the point of connection with the public sewer or other place of disposal.

Chemical oxygen demand means the quantity of oxygen utilized in the chemical oxidation of the chemically oxidizable carbonaceous contents found within the waste water sample, expressed in milligrams per liter or parts per million (1,000,000).

Garbage means the solid waste matter resulting from the preparation, cooking, or dispensing of food or from the handling, storage, or sale of produce or other food products.

Health department means the state department of health and hospitals, the director, or his duly authorized representative.

Industrial waste means the liquid waste resulting from industrial or other technical processes, trade, or business, distinct from sanitary sewage.

Infiltration means water other than waste water that enters a sewerage system (including sewer service connections) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

Infiltration/inflow means the total quantity of water from both infiltration and inflow without distinguishing the source.

Inflow means water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

Natural outlet means any outlet into a ditch, watercourse, pond, lake, or any other stream or body of surface water.

Nuisance means that which is dangerous to human life or detrimental to health; whatever building, structure, or premises are not sufficiently ventilated, sewerred, drained, cleaned, or lighted, in reference to intended or actual use; and whatever renders the air or human food or drink or water supply unwholesome.

Official notice means any notice issued by the parish government by the following means:

- (1) Certified United States mail (return receipt).
- (2) Hand delivery.
- (3) Posting of such notice in a conspicuous place on the premises.

Parish government means the Terrebonne Parish Consolidated Government.

Payment of fees means the payment by check or money order with the check clearing the parish government's bank, made payable as required.

Person means any individual, partnership, copartnership, firm, company, corporation, association, joint-stock company, trust, estate, governmental entity or any other legal entity, or its legal representatives, agents or assigns.

pH means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

Plumbing means the practice, materials, and fixtures used in the installations, maintenance, extension, and alteration of all piping fixtures, appliances, and appurtenances in connection with any of the following: Sanitary drainage or storm drainage facilities, the venting system and the public or private

water supply systems, within or adjacent to any building, structure, or conveyance; also the practice and materials used in the installation, maintenance, extension, or alteration of storm water, liquid waste or sewerage and water supply systems of any premises to their connection with any point of public disposal or other acceptable terminal.

Properly shredded garbage means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

Public sewer means a sewer owned or controlled by the parish government to which property owners in the vicinity may have access. In general, the public sewer includes the main sewer in the street and the service branch, if any, to the curb or to the property line of the owner having access to the public sewer.

Sanitary code means the Sanitary Code: State of Louisiana as prepared by the office of public health and promulgated by the state department of health and hospitals, or their successors in function, as printed January 1, 1974, and all revisions.

Sanitary manner means:

- (1) Protect the public health, safety and welfare.
- (2) Prevent land, water or air pollution.
- (3) Prevent the spread of disease and the creation of nuisances.
- (4) Conserve natural resources.
- (5) Enhance the beauty and quality of the environment.

Sanitary sewage means:

- (1) Domestic wastewater with storm and surface water excluded.
- (2) Wastewater discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, industrial plants, or institutions.

Sanitary sewer means a sewer intended to only carry sanitary sewage or industrial wastes or a combination of both, and to which storm, surface and ground water are not intentionally admitted.

Septage means the solids produced in individual on-site wastewater disposal systems, principally septic tanks, cesspools and grease traps.

Sewage means any combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm water as may be inadvertently present.

Sewage, normal means sewage having the following limiting characteristics:

(1)	B.O.D. 5-day 20 degrees C	200 mg/l (maximum)
(2)	Chlorine demand 15 minutes 68 degrees F	25 mg/l (maximum)
(3)	Suspended solids	200 mg/l (maximum)
(4)	Hydrogen ion concentration (pH)	5.0 to 9.0
(5)	Grease	50 mg/l (maximum)

(6)	Temperature	125°F (maximum)
-----	-------------	-----------------

Sewage treatment plant means any arrangement of equipment, devices and structures used for treating sewage.

Sewage works means any and all facilities for collection, pumping, treating, and disposing of sewage.

Sewer means the pipe or other conduit outside a building for conveying sewage.

Slug means any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration of flows during normal operation of that particular customer. The number of slugs permitted over a given period of time shall be determined by the parish government based on the ability of the system to handle them. If it is considered harmful to the system, then no slugs shall be permitted.

Standard methods means Standard Methods for the Examination of Water and Wastewater published by the American Public Health Association, latest edition. All sampling and testing procedures required under the provisions of this article shall be in accordance with Standard Methods.

Storm sewer means any sewer or natural or manmade drainage channel which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, and other than unpolluted cooling water.

Suspended solids means solids that either float on the surface of, or are in suspension in, water, sewage or other liquids and which are removable by laboratory filtering.

User means any person who contributes, or causes or permits the contribution of, wastewater into the public sewer.

Watercourse means a channel in which a flow of storm, surface or ground water occurs continuously or intermittently.

(b) Abbreviations. The following abbreviations shall have the designated meanings:

A.B.S.	—	American Building Standard.
A.S.T.M.	—	American Society for Testing and Materials.
B.O.D.	—	Biochemical oxygen demand.
C.	—	Celsius.
C.F.R.	—	Code of Federal Regulations.
C.O.D.	—	Chemical oxygen demand.
C.W.A.	—	Clean Water Act.

E.P.A.	—	Environmental protection agency.
F.	—	Fahrenheit
I.C.R.	—	Industrial cost recovery.
l.	—	Liter.
M.G.D.	—	Million gallons per day.
mg.	—	Milligrams.
mg/l	—	Milligrams per liter.
N.P.D.E.S.	—	National pollutant discharge elimination system.
P.O.T.W.	—	Publicly owned treatment works.
P.p.m.	—	Parts per million (1,000,000).
P.V.C.	—	Polyvinyl chloride.
Q.	—	Flow in gallons per day.
S.I.C.	—	Standard industrial classification.
SS	—	Suspended solids.
S.W.D.A.	—	Solid Waste Disposal Act, 42 U.S.C. 6901 et seq.
T.S.S.	—	Total suspended solids.
U.S.C.	—	United States Code.

(Parish Code 1979, § 19-221; Ord. No. 5156, 12-1-93)

Editor's note— Some of the provisions are included in the above section in case specific pretreatment standards are added to this article in the future.

State Law reference— Definitions applicable to the Louisiana Environmental Quality Act, R.S. 30:1054.

Sec. 23-22. - Penalties for violations.

- (a) Any person who shall violate a provision of this article or shall fail to comply therewith or with any of the provisions hereof or shall violate a detailed statement or plans submitted and approved hereunder shall be guilty of a separate offense for each day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction in a court of competent jurisdiction for any such violation such person shall be punished by a fine of not more than five hundred dollars (\$500.00) or imprisoned for not more than thirty (30) days, or both, at the discretion of the court of competent jurisdiction.
- (b) Any unauthorized person who shall maliciously or willfully break, damage, destroy, uncover, deface or tamper with a structure, appurtenance or equipment which is a part of the public sewerage works, or who shall unlawfully remove a notice posted under section 23-28(b) shall be deemed to have violated this article and shall be subject to prosecution in a court of competent jurisdiction.

(Parish Code 1979, § 19-231)

State Law reference— Simple criminal damage to property, R.S. 14:56.

Sec. 23-23. - Required use of public sewers.

- (a) It is unlawful for any person to cause to be deposited upon public or private property any waste matter which may be harmful to the public health or which may create safety hazards, odors, unsightliness, or a public nuisance.
- (b) It is unlawful to discharge into any natural outlet any sewage, treated or untreated, except where such discharge is from sewage treatment facilities constructed in accordance with this article and in a manner approved by the appropriate parish government, state and federal agencies.
- (c) Except as provided in this article, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the treatment or disposal of sewage. The provisions of this section shall not apply to private sewage disposal systems under construction or in operation as of the effective date of Ordinance No. 2363.
- (d) The owners of all houses, buildings, or other property used for human occupancy, employment, recreation, or other purposes situated in the parish (outside of the City of Houma sewerage service area) are hereby required, at their expense, to install suitable toilet facilities therein and to connect such facilities directly to the proper public sewer and water mains or provide other means for flushing purposes in accordance with the provisions of this article, within ninety (90) days after the date of official notice to do so, provided that such public sewer is within three hundred (300) feet of the property line.
- (e) It is unlawful for any person to discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface water, uncontaminated cooling water, or unpolluted industrial process water into any sanitary sewer.
- (f) It is unlawful to discharge any sewage, whether treated or untreated, into any storm sewer or storm drain without securing the appropriate permit(s).
- (g) Where there is a public sewer line within three hundred (300) feet of the property line, the owner shall pay the actual cost of any work performed by the parish government, or its agents, in the course of providing sewerage services to that property, plus administrative cost equal to ten (10) percent of such construction cost.

- (h) The parish government may invoke the provisions of R.S. 33:4041 et seq., as a method of collecting all costs incurred in requiring owners to connect to the public sewer.
- (i) Where a public sanitary sewer is not available under the provisions of subsection (d), the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article and other applicable laws.
- (j) Before commencement of construction of a private sewage disposal system, the owner shall obtain a written permit signed by the parish government after first obtaining the approval of the state department of health and hospitals, office of public health. The application for such permit shall be made on a form furnished by the parish government, which application shall be supplemented by any plans, specifications, and other information as deemed necessary by the parish government. A permit fee of thirty dollars (\$30.00) shall be paid to the parish government at the time the application is filed.
- (k) A permit for a private sewage disposal system shall not become completely effective until the installation has been completed to the satisfaction of the parish government, and the state department of health and hospitals, office of public health. State and local officials shall be allowed to inspect the work at any stage of construction, and in any event the applicant for the permit shall notify the parish government when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within forty-eight (48) hours of the receipt of notice by the parish government, Saturdays, Sundays, and holidays excepted.
- (l) The type, capacities, location and layout of a private sewage disposal system shall comply with all regulations of the state department of health and hospitals, office of public health.
- (m) At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in subsection (d), a direct connection shall be made to the public sewer in compliance with this article, and any septic tanks, cesspools and similar sewage disposal facilities shall be abandoned and filled with suitable materials.
- (n) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the parish government.
- (o) No statement contained in this section shall be construed to interfere with or waive any additional requirements that may be imposed by the parish government and the state department of health and hospitals, office of public health.

(Parish Code 1979, § 19-222; Ord. No. 5156, 12-1-93)

Editor's note— Ordinance No. 2363 was adopted on September 26, 1984.

State Law reference— Compelling connection with sewerage system, R.S. 33:4041.

Sec. 23-24. - Building sewers, building drains and connections.

- (a) It is unlawful to uncover, make any connection with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a permit. There are two (2) classes of permits:

- (1) For residential and commercial service (building, sewer and drain permit).
- (2) For discharge of industrial wastes into sewer system (industrial wastewater discharge permit).

The fee for each building, sewer and drain permit shall be thirty dollars (\$30.00). The fee for each industrial wastewater discharge permit shall be fifty dollars (\$50.00). The permit fee shall be paid in full with the application.

- (b) The owner or his agent shall make application on a special form furnished by the parish government. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the parish government. More than one (1) class of permit may be required where applicable. At the time the application for permit is submitted, the applicant shall secure the location of the sewer or service line by reference to the records maintained by the parish government. All connections to the public sanitary sewers are to be made at those points only, except as provided below:

- (1) In the event no "wye" or service line is provided for the premises on which the new construction is to be made, the applicant shall apply to the parish government for the service connection to the main sewer.
- (2) If the applicant is unable to locate a service connection which is shown on the official records as provided for that lot, he shall refer the matter to the parish government.

- (c) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the parish government from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- (d) A separate and independent building sewer shall be provided for every building, except where one (1) building stands at the rear of another on an interior lot, and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard or driveway.
- (e) Old building sewers may be used in connection with new buildings only when they are found to meet all the requirements of this article. The parish government may require the applicant to perform any prescribed test as needed.
- (f) The building sewer and building drains shall be standard weight cast-iron soil pipe, schedule forty (40) P.V.C. or A.B.S., or the equivalent. Joints shall be tight, waterproof and gasproof.
- (g) The size and slope of the building sewer shall be subject to the approval of the parish government. The building sewer shall be no less than four (4) inches in diameter. The slope of the building sewer shall in no event be less than one-eighth inch per foot for four-inch pipe.
- (h) Whenever possible the building sewer shall be brought to the building at an elevation below the lowest floor. No building sewer shall be laid parallel to and within three (3) feet of any bearing wall which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid to uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.

- (i) All tops of floors on new construction shall be not less than eighteen (18) inches above the highest crown of the street adjacent to that property in order to ensure the proper functioning of all plumbing fixtures. Plumbers are cautioned to advise their clients of this requirement prior to the permit application being submitted. The parish government cannot assure proper functioning of fixtures in buildings that do not conform to this requirement. All sewer mains shall be placed in the street right-of-way.
- (j) Sewer lines within buildings, under concrete slabs or under traffic areas, driveways, roads, etc., shall be in accordance with the sanitary code, as amended. No other material shall be allowed. Noncorrosive hangers shall be located at each joint under concrete slabs at the discretion of the parish government.
- (k) On the building sewers, a four-inch diameter (minimum) cleanout shall be provided with a clean-out box at the property line.
- (l) In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the building sewer at the expense of the owner. The facilities shall be maintained by the owner, at his expense, in continuous efficient operation at all times.
- (m) All excavations required for the installation of a building sewer shall be open trench work unless otherwise approved by the parish government. Pipe laying and backfill shall be performed in accordance with American Society for Testing and Materials (A.S.T.M. specification C-12) latest revision, except that no backfill shall be placed until the work has been inspected and official notice is given from the parish government that the work can be backfilled.
- (n) All joints and connections shall be made watertight. Bituminous and concrete joints shall be prohibited; cast-iron joints shall be compression joint. This type of joint shall be made with a one-piece rubber gasket meeting the requirements of A.S.T.M. specification C 564. The spigot end of the pipe shall be plain and shall be pushed into the gasketed hub.
- (o) The applicant for the building sewer and drain permit shall notify the parish government when the building sewer and building drain are ready for inspection and connection to the public sewer. The connection of the building sewer into the public sewer shall conform to the requirements of this article. All such connections shall be made watertight. Any deviations from the described procedures and materials shall be approved by the parish government before installation.
- (p) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the parish government.
- (q) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(Parish Code 1979, § 19-223)

Cross reference— Buildings and structures, Ch. 6.

State Law reference— Tampering with property without the consent of the owner, when deemed criminal mischief, R.S. 14:59; tampering with barricades placed on highways by certain persons doing repair work, R.S. 32:237; apportionment of cost of sewerage connections, etc., to each property to be assessed, R.S. 33:4043; plumbers, R.S. 37:1361 et seq.; inspection of plumbing work, R.S. 37:1372; contractors, R.S. 37:2150 et seq.; offenses relating to drainage, R.S. 38:214 et seq.; approval of individual sewage treatment and disposal systems, R.S. 40:5.4.

Sec. 23-25. - Maintenance of rear property sewer service lines.

Existing rear property sewer service lines, which do not travel in street rights-of-way, must be maintained by the property owner at no cost to the council. The parish shall maintain just the sewer mains in areas with rear sewer services.

(Parish Code 1979, § 19-251)

State Law reference— Budget for maintenance and repair of sewers in sewerage districts, R.S. 33:3889.

Sec. 23-26. - Inspection of sewers and drains.

(a) The inspection of new construction shall be as follows:

- (1) First, the building drains shall be inspected for compliance with this article and the sanitary code.
- (2) Second, the building sewer and connection to the public sewer shall be inspected for compliance with this article and the sanitary code.
- (3) Third, the vent system shall be inspected prior to being concealed.
- (4) Final, the final inspection shall be made when all plumbing fixtures are installed.

(b) An existing building with existing plumbing shall be checked for compliance with this article and the sanitary code prior to connection of the building sewer to the sewer main. The plumber or owner shall leave the building sewer uncovered until official notice is given to cover the building sewer. During the inspection, access inside the building shall be available to the parish government.

(Parish Code 1979, § 19-225)

State Law reference— Inspections of plumbing work, R.S. 37:1372.

Sec. 23-27. - Use of public sewers.

- (a) Unpolluted water—Where prohibited. It is unlawful for any person to discharge or cause to be discharged any stormwater, surface water, or unpolluted industrial process water to any sanitary sewer.
- (b) Same—Where discharged. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the parish government. Industrial cooling water or unpolluted process water may be discharged, upon approval of the parish government, to a storm sewer or natural outlet, with the approval of the state department of natural resources, office of environmental affairs, or other agencies of competent jurisdiction.

- (c) Prohibited discharges—Described. No person shall discharge or cause to be discharged objectionable items or any of the following described waters or wastes to any public sewers:
- (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
 - (2) Any wastes or waters containing toxic or poisonous solids by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or cause any hazard in the receiving water of the sewage treatment plant, including but not limited to cyanides in excess 1.0 mg/l as CN in the wastes as discharged to the public sewer.
 - (3) Any waters or wastes having a pH lower than five (5.0) or higher than nine (9.0), or having other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - (4) Solid or viscous substances in quantities or of size capable of causing obstruction to the flow in the sewer, or other interference with the proper operation of the sewage works such as but not limited to ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings and entrails ground by garbage grinders.
 - (5) Any liquid or vapor having a temperature higher than one hundred twenty-five (125) degrees Fahrenheit (fifty-two (52) degrees Celsius).
 - (6) Any waters or wastes containing fats, waste, grease, or oils, whether emulsified or not, in excess of fifty (50) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred twenty-five (125) degrees Fahrenheit (zero to fifty-two (52) degrees Celsius).
 - (7) Any garbage that has not been properly shredded.
 - (8) Any waters or wastes containing strong acid, iron, pickling wastes, or concentrated plating solutions if not neutralized.
 - (9) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that such material received in the composite sewage at the sewage treatment works exceeds the limits established by the parish government for such materials.
 - (10) Any waters or wastes containing phenols or other waste- or odor-producing substances, in such concentrations exceeding limits which may be established by the parish government as necessary, after treatment of the composite sewage, to meet the requirements of the health department or the Environmental Protection Agency.
 - (11) Any radioactive wastes or isotopes.
 - (12) Materials which exert or cause:
 - a. Unusual concentrations or inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - c. Unusual biochemical oxygen demand, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
 - d. Unusual volume of flow concentration or wastes constituting "slugs" as defined in this article.
 - (13) Waters or wastes containing substances which are not amenable to treatment or reduction by the treatment process, or are amenable to treatment only to such degree that the sewage

treatment plant effluent cannot meet the requirements of the health department, or the environmental protection agency.

(14) Discharge of objectionable items in excess of the quantities listed as follows and discharge of prohibited material are prohibited:

a. Objectionable items shall include, but not be limited to, waters or wastes containing any of the following concentrations in excess of the quantities shown:

Copper	1 mg/l
Lead	0.1 mg/l
Boron	1.0 mg/l
Arsenic	0.05 mg/l
Chromium	2.0 mg/l
Tin	1.0 mg/l
Barium	5.0 mg/l
Manganese	1.0 mg/l
Nickel	1.0 mg/l
Zinc	5.0 mg/l

b. Prohibited heavy metal and toxic material shall include but not be limited to the following materials:

Antimony	Strontium
Beryllium	Tellurium
Bismuth	Herbicides
Cobalt	Fungicides
Molybdenum	Pesticides

Rhenium	Uranyllion
---------	------------

- c. Maximum limits for discharge of heavy metals shall include but not be limited to the following materials:

Cadmium	0.02 mg/l
Mercury	0.005 mg/l
Selenium	0.02 mg/l
Silver	0.1 mg/l

- (d) Same—Power of parish. In the event of discharge of prohibited material as listed above or discharge to the public sewers, which waters contain the substances or possess the characteristics enumerated in subsection (c), and which in the judgment of the parish government may have a deleterious effect upon the sewerage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, or constitute a public nuisance, the parish government may, subject to the limitations of paragraph (c)(14):

- (1) Reject the waste;
- (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (3) Require control over the quantities and rates of discharge; and/or
- (4) Require payment to cover the added cost of handling and treatment of the wastes not covered by existing taxes and user charges under the provisions of this article.

If the parish government permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to this review and approval and to the requirements of all applicable codes, ordinances and laws. The owner shall obtain an industrial waste permit.

- (e) Interceptors—Required. Grease, oil and sand interceptors shall be provided when in the opinion of the parish government they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors may not be required for private single-family dwellings. All interceptors shall be of a type and capacity approved by the parish government and shall be located so as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious material capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, properly vented, watertight and equipped with easily removable covers which when bolted in place shall be watertight and gastight.
- (f) Same—Maintenance. All grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

- (g) Treatment facilities for sewage. Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, these facilities shall be maintained continuously in satisfactory and effective operation by the owner at his expense. Should such pretreatment or equalizing facilities fail, the owner shall immediately notify the parish government of the failure.
- (h) Control manhole. When required by the parish government, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole or other acceptable facility, together with such necessary meter, sampling equipment, and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole or facility and equipment shall be accessible and safely located, and shall be constructed in accordance with plans approved by the parish government. The manhole or facility shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times. The parish government shall have a right of access to the control manhole of the facility at all times. The control manhole shall have the capability to stop all flows of wastes into the public sewer system.
- (i) Tests. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods and shall be determined at the control manhole provided, or upon suitable samples taken at the control manhole or facility. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the existence of hazards to life, limb and property. The particular analysis involved shall determine whether a grab sample or samples should be taken. Normally, B.O.D. and suspended solids and analysis are obtained from twenty-four-hour composites whereas pH's are determined from periodic grab samples. The parish government shall determine the frequency and the specific tests required.
- (j) When pretreatment required. Pretreatment is required prior to the discharge into the public sewers of any waters or wastes having any or all of the following characteristics:
 - (1) A five-day biochemical oxygen demand greater than two hundred (200) parts per million (1,000,000) by weight;
 - (2) More than two hundred (200) parts per million (1,000,000) by weight of suspended solids;
 - (3) Any quantity of substances having the characteristics described in subsection (c); or
 - (4) An average daily flow greater than two-tenths percent of the average daily sewage flow of the parish government.
- (k) Result of pretreatment. Any person desiring to discharge any of the water or waste described herein into the public sewers shall provide at his own expense such preliminary treatment as may be necessary to:
 - (1) Reduce the biochemical oxygen demand to less than two hundred (200) parts per million (1,000,000) and the suspended solids to less than two hundred (200) parts per million (1,000,000) by weight;
 - (2) Reduce the objectionable characteristics or constituents to within the maximum limits provided for in subsection (c); or
 - (3) Control the quantities and rates of discharge of such waters or wastes.

Plans and specifications or other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the parish government and the health department and no construction of such facilities shall be commenced until such approvals are obtained by official notice.

- (l) Permit application. Within three (3) months after the passage of Ordinance No. 2363, all users of the sewage system who discharge industrial wastes into the public sewers shall file with the parish government an industrial waste permit application which shall furnish pertinent data, inclusive of

quantity flow, and an analysis of the water discharged into the sewage works. Similarly, any persons desiring to make a new connection to the sewage works for the purposes of discharging industrial wastes into public sewage shall fill in and file with the parish government an industrial waste permit application which shall furnish pertinent data inclusive of quantity flow and an analysis of the industrial waste to be discharged into the sewage works. The data furnished shall be subject to the review of the state department of health and hospitals, office of public health. An industrial waste permit shall be required.

- (m) Special agreements. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the parish government and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the parish government subject to payment therefore by the industrial concern. Section 23-30 provides the basic method and rate structure for computation of industrial waste service charge.
- (n) New connections. New connections shall be properly designed and constructed in such a manner that sources of inflow will be prevented from entering the sewer system.
- (o) Approval by state. Any significant proposed industrial waste discharged into the parish government public sewer shall be reported to and approved by the state department of health and hospitals, office of public health.
- (p) Dilution of discharge. No user shall in any way dilute a discharge as a partial or complete substitute for adequate treatment or pretreatment to achieve compliance with the limitations contained in this section.
- (q) Accidental discharges. Each user shall provide safeguards against accidental discharges of prohibited materials or other substances regulated by this article. Should an accidental discharge occur, the user shall immediately notify the parish government of the location, nature and volume of the discharge. The user shall be liable for all damages caused by any accidental discharge, including fines, civil penalties, or other liability which may be imposed by this article or other applicable laws.

(Parish Code 1979, § 19-226)

State Law reference— Louisiana Environmental Quality Act, R.S. 30:1051 et seq.

Sec. 23-28. - Damages and remedies.

- (a) Any person, whether acting singularly or in concert with others, who causes damage to the person or property of others or to any public property by reason of any violation of this article, shall be liable for the damage so caused.
- (b) The parish government shall have the authority to post a notice at the principal entrances of any premises where a violation of this article is found, which notice shall set forth the nature of the violations and the sanitary facilities affected thereby and provide a reasonable time limit for the satisfactory correction thereof. It shall be unlawful for any person to use such facilities beyond the period stated in the notice, unless the violation has been corrected to the satisfaction of the parish government or an extension of time has been obtained.
- (c) The parish government shall have the authority to disconnect or order disconnection of water or sewerage service to any premises found to contain plumbing which is unsanitary or unsafe, or which is violative of this article or of the sanitary code. No person shall knowingly reconnect or use such facilities unless permission to reconnect has been given by the parish government, by official notice.
- (d) For the disconnection of the water or the sewage service to a premise under subsection (c), a fee of forty dollars (\$40.00) shall be assessed to cover administrative costs in addition to any costs incurred by the parish government in effecting the disconnection and reconnection.

(Parish Code 1979, § 19-227)

State Law reference— Simple criminal damage to property, R.S. 14:56.

Sec. 23-29. - Powers and authority of inspectors.

- (a) The parish government's designated representative, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article.
- (b) The parish government shall not have the authority to waive any portion of this article which is covered by Environmental Protection Agency regulations with E.P.A.'s approval.

(Parish Code 1979, § 19-228)

State Law reference— Inspection of plumbing work, R.S. 37:1372.

Sec. 23-30. - Industrial user.

- (a) As used in this section, "industrial user" means any nongovernmental, nonresidential user of publicly owned treatment works whose flow exceeds fifty thousand (50,000) gallons per day of industrial waste.
- (b) The industrial user connection charge shall be ten dollars (\$10.00) per fixture unit according to the following values:

Fixture Drain Trap Size	Fixture Unit Value
1¼ inches or smaller	1
1½ inches	2
2 inches	3
2½ inches	4
3 inches	5
4 inches	6
8 inches	10
10 inches	12

For a continuous or semi-continuous flow add two (2) fixture units for each gallon/minute flow.

- (c) The industrial user connection charge shall include all costs incurred by the parish government for the construction and/or modification of the existing public sewer system to accommodate the needs of the industrial user.
- (d) The industrial user connection charge based on fixture unit count shall be paid in full when the application for sewer service is made.
- (e) Users which are determined by the parish government or the E.P.A. to be contributors of wastewater whose whole volume or strength is other than of a domestic character shall be subject to a monthly industrial cost recovery charge as derived in accordance with the following formula:

$$IMP = ([G_v \circ C_v] \circ L_v) IMC_v + ([G_{BOD} \circ C_{BOD}] \circ L_{BOD}) IMC_{BOD} + ([G_{ss} \circ C_{ss}] \circ L_{ss}) IMC_{ss}$$

Where:

IMP	=	Industry monthly payment
G _v	=	Parish government's amount allocated to volume cost component
C _v	=	Monthly capacity of plant element allocated to volume cost component
L _v	=	Life of plant element allocated to volume cost component expressed in months (not to exceed three hundred sixty (360) months, or thirty (30) years)
IMC _v	=	Industry monthly contributed sewage volume
G _{BOD}	=	Parish government's amount allocated to B.O.D. cost component
C _{BOD}	=	Monthly capacity of plant element allocated to B.O.D. cost component
L _{BOD}	=	Life of plant elements allocated to B.O.D. cost component expressed in months (not to exceed three hundred sixty (360) months or thirty (30) years)
IMC _{BOD}	=	Industry monthly contributed B.O.D.
G _{ss}	=	Parish government's amount allocated to suspended solids cost component
C _{ss}	=	Monthly capacity of plant element allocated to suspended solids cost component
L _{ss}	=	Life of plant element allocated to suspended solids cost components, expressed in months (not to exceed three hundred sixty (360) months, or thirty (30) years)
IMC _{ss}	=	Industry monthly contributed suspended solids

(f) The values for the formula given in paragraph (e) shall be the following:

IMP_v	=	Contained in each industrial waste water discharge permit	
$G_v = 0$		$C_v = 0$	
IMC	=	Contained in each industrial waste water discharge permit	
$G_{BOD} =$		$C_{BOD} = 0$	$L_{BOD} = 0$
IMC_{BOD}	=	Contained in each industrial waste water discharge permit	
$G_{ss} = 0$		$C_{ss} = 0$	$L_{ss} = 0$
IMC_{ss}	=	Contained in each Industrial Wastewater Discharge Permit	

These values shall be revised and reviewed annually.

- (g) The industrial user shall be responsible for costs incurred by the parish government in connection with tests as required in section 23-27(i).
- (h) The industrial user, with prior written approval of the parish government, may conduct such tests as may be required by the parish government and may submit written reports of the results of such tests certifying that the results are true and correct.

(Parish Code 1979, § 19-229)

State Law reference— Sewerage system connection charges in sewerage districts, R.S. 33:3885.

Sec. 23-31. - User charges.

- (a) It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the public to collect charges from all users who contribute wastewater to the parish-operated collection and treatment works. The proceeds of such charges so derived shall be used for the purpose of operating and maintaining the public wastewater collection and treatment works (referred to in this section as "treatment works").
- (b) Each user shall pay for the services provided by the parish based on their use of the treatment works as determined by water meters acceptable to the parish.
- (c) For residential contributors, monthly user charges shall be based on actual monthly water usage. For industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water or, in some other manner, uses water which is not returned to the wastewater collection system, the user charge for the contributor may be based on a wastewater meter or separate water meter installed and maintained at the contributor's expense and in a manner acceptable to the parish.

(d) Fixed charges.

- (1) From the effective date of the ordinance through December 31, 2010, the fixed charge for each customer, other than a hotel or motel, shall be seven dollars (\$7.00) per month. In addition, each customer shall pay a user charge of one dollar and seventy-six cents (\$1.76) per one thousand (1,000) gallons of water used, plus an energy adjustment charge, for the operation, maintenance and replacement of the system. For this section, each occupied apartment and trailer space shall be considered a separate customer and subject to the imposition of the monthly fixed charge.
- (2) The fixed charge for hotels and motels shall be three dollars (\$3.00) per month, per room, whether occupied or not. In addition, each hotel or motel shall pay a user charge of one dollar and seventy-six cents (\$1.76) per one thousand (1,000) gallons of water used, plus an energy adjustment charge, for the operation, maintenance and replacement of the system.

The energy adjustment charge shall be calculated each month by means of the "moving average method" using the cost of all electrical energy consumed during a three-month period prior to the current billing period and the total water sales during the same period. The charge thus determined shall be expressed as a four-decimal number per one thousand (1,000) gallons of water sold.

- (3) The sewer user charge shall automatically be adjusted on January 1 of each year through the year 2014 in accordance with the following schedule:
 - a. January 1, 2011 Fixed Charge + \$1.82/1,000 gallons + Energy Adjustment Charge
 - b. January 1, 2012 Fixed Charge + \$2.18/1,000 gallons + Energy Adjustment Charge
 - c. January 1, 2013 Fixed Charge + \$2.23/1,000 gallons + Energy Adjustment Charge
 - d. January 1, 2014 Fixed Charge + \$2.28/1,000 gallons + Energy Adjustment Charge
- (e) For those contributors who contribute wastewater, the strength of which is greater than normal domestic sewage, a surcharge, in addition to the normal user charge, shall be collected. The surcharge for operation and maintenance is:
 - (1) Twenty cents (\$0.20) per pound of B.O.D.
 - (2) Twenty cents (\$0.20) per pound of S.S.
 - (3) An amount specified by the council per pound of other pollutants.
- (f) Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the parish-operated treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be as determined by the responsible plant operating personnel and approved by the parish.
- (g) The user charge rates established in this article apply to all users of the parish-operated collection and treatment works.
- (h) The user charge shall be added to the monthly statement for water service. The funds derived shall be deposited in the sewerage fund of the parish government and shall be used for the operation and maintenance of the P.O.T.W.
- (i) Any tap for water that is not discharged into the sewer system and is metered separately at the owner's expense may be exempt from a user charge upon showing good cause and approval by the parish government.

(Parish Code 1979, § 19-230; Ord. No. 4254, § I, 11-30-88; Ord. No. 4293, § I, 3-8-89; Ord. No. 5999, § I, 12-16-98; Ord. No. 6940, § I, 11-17-04; Ord. No. 7822, § I, 5-26-10)

State Law reference— Sewer service charges levied by sewerage districts, R.S. 33:3881; authority of parish to sell and distribute public utility services and to establish rates therefor, R.S. 33:4163.

Sec. 23-32. - Septage collection, transportation and disposal.

- (a) No person shall engage in the business or practice of collecting, transporting and/or otherwise disposing of the contents of septic tanks, cesspools, vaults, grease traps or similar facilities without first obtaining a license from the parish. Licenses shall be issued in accordance with the procedure outlined in section 11-28(a) and (b) of this Code, provided, however, that a temporary license may be issued pursuant to the provisions of paragraph (h) of this section.
- (b) The vehicles licensed in accordance with this section shall be used solely for the purpose of transporting septage and/or sewage. No license shall be issued to vehicles that transport other substances including, but not limited to, produced water, industrial wastes, petroleum oil/water separator wastewater and medical wastes; provided, however, this paragraph shall apply to any vehicle licensed in accordance with paragraph (h) of this section for the term of the license only.
- (c) No person shall dispose or discharge septage and/or sewage at the authorized disposal site if the waste is generated outside the parish's boundary; except, however, that septage and/or sewage generated by those residences or businesses whose property lies directly contiguous to the parish boundary and is within one thousand (1,000) feet of the parish's boundary or any streets that connect Highway 316 shall not be subject to this provision.
- (d) The parish reserves the right to require the testing of waste, at the expense of the licensee, to insure compliance with Chapter 23 of this Code.
- (e) A septage hauler manifest system is hereby established to comply with requirements of LAC 33:1x2313. Each permitted waste hauler shall complete a sewage sludge manifest form for each load picked up. A copy of the completed, signed and dated manifest form shall be submitted to the wastewater operator, upon discharge of wastes into the treatment system. A form will be provided with issuance of approved permit.
- (f) A license may be revoked at any time for cause including, but not limited to, failure to perform under the provisions of this article, violation of any term of the license, misrepresentation or failure to disclose any material fact required by this article. Any person aggrieved by the revocation of a license may appeal to the parish government.
- (g) The licensee will be billed for services monthly at a rate of three (0.03) cents per gallon of septage and shall be billed at the load rated capacity of the vehicle for each load of septage hauled to and disposed at the Parish's authorized disposal facility.
- (h) A temporary license, not to exceed fourteen (14) days, shall be issued to a person desiring to obtain a license to engage in the business or practice of collecting, transporting and/or disposing of any waste materials described in paragraph (a) of this section for a temporary period of time upon compliance with the following conditions:
 - (1) The applicant must fully comply with section 11-28(a) and (b) of this Code, except as the same pertains to the term of the license;
 - (2) The applicant must certify in writing that he will pay all costs incurred by the parish which may be associated with handling and disposing of the waste materials;
 - (3) The applicant must provide written confirmation from the department of health and hospitals that the hauling of the waste materials for which he is seeking a temporary permit is not subject to regulation by the department of health and hospitals or proof that he has obtained a permit from the department of health and hospitals for the disposal of sewerage; and
 - (4) The applicant must certify in writing that any vehicle to be used pursuant to the license has been adequately cleaned prior to use, and does not contain any trace of hazardous materials.

- (i) No waste materials may be hauled pursuant to a license issued pursuant to paragraph (h) of this section unless and until a certified chemical analysis of the waste material has been provided to the parish and the parish verifies that there has been compliance with section 23-27(c) of this article.
- (j) A license issued pursuant to paragraph (h) of this section shall be nontransferable.

(Ord. No. 5156, 12-1-93; Ord. No. 5445, § I, 8-9-95; Ord. No. 7822, § II, 5-26-10)

Sec. 23-33. - Fee adjustment policy.

- (a) Applicability. This policy shall be applicable for the adjustment of sewer use fees assessed by the division in accordance with applicable tariffs, a portion of which charges are assessed on a unit potable water consumption basis and which charges are levied by the Terrebonne Parish Consolidated Waterworks District (CWWD) on behalf of Terrebonne Parish Consolidated Government. With respect to blind leaks, the policy is intended to function in coordination with the adjustment policy of the CWWD, a copy of which is attached, such that volume adjustments of the CWWD for potable water consumption will be considered applicable to sewer use fees as well. Subject to the restrictions set forth herein, additional adjustment may be considered and approved by the division administrator on a case-by-case basis; provided there exists evidence the volume to be adjusted did not enter the wastewater collection system.
- (b) Blind leaks.
 - (1) Adjustments of potable water volumes for blind leaks approved by the Terrebonne Parish Consolidated Waterworks District shall be applicable to sewer use fees.
 - (2) Consideration for any additional adjustment related to blind leaks for any period of service will be subsequent to final adjustment of the initial request having been granted by Consolidated Waterworks District No. 1 and then only for those additional volumes alleged not to have entered the wastewater collection system.
 - (3) Additional adjustment will be considered for additional volumes greater than five thousand (5,000) gallons.
 - (4) A written request must be submitted by the applicant in a form prescribed by the division. This shall minimally include an explanation of the event and evidence of the repair.
 - (5) The additional adjustment shall be based on a recalculation of potable water consumption and unit pricing effect when the leak occurred. For those customers with at least one (1) year of account history, consumption shall be adjusted based on that billed for the same month(s) of the prior year. For those customers with less than one (1) year of account history, consumption shall be adjusted based on the maximum consumption for the preceding three (3) billing periods.
- (c) Swimming pools.
 - (1) Adjustment will be considered only for volumes greater than five thousand (5,000) gallons, as evidenced by account records of the CWWD, and shall be limited to one (1) adjustment in any 12-month period.
 - (2) A written request must be submitted by the applicant in a form prescribed by the division. This shall minimally include the account name, account number, service address, and pool dimensions. A representative of the division may perform field verification.
 - (3) The adjustment shall be based on a re-calculation of potable water consumption and unit pricing effect for the period considered. For those customers with at least one (1) year of account history, consumption shall be adjusted based on that billed for the same month(s) of the prior year. For those customers with less than one (1) year of account history, consumption shall be adjusted based on the maximum consumption for the preceding three (3) billing periods.

(Ord. No. 7295, § 1, 4-25-07)

Category Number: 3.
Item Number: A.



Wednesday, March 28, 2018

Item Title:

Public Services Committee

Item Summary:

Public Services Committee, 3/26/18*

Category Number: 3.
Item Number: B.



Wednesday, March 28, 2018

Item Title:

Community Development & Planning

Item Summary:

Community Development & Planning Committee, 3/26/18

Category Number: 3.
Item Number: C.



Wednesday, March 28, 2018

Item Title:

Budget & Finance Committee

Item Summary:

Budget & Finance Committee, 3/26/18*



Wednesday, March 28, 2018

Item Title:

Policy, Procedure & Legal

Item Summary:

Policy, Procedure & Legal, 3/26/18

(Ratification of minutes calls public hearings on *4/11/18 at 6:30 p.m.)



Wednesday, March 28, 2018

Item Title:

Street Lights

Item Summary:

Light installations, removals, and/or activations.

ATTACHMENTS:

Description

Street Light forms

List

Upload Date

3/23/2018

3/23/2018

Type

Backup Material

Backup Material



ENTERGY LOUISIANA, INC. STREET LIGHTS

builder@entergy.com

Install/Removal/Upgrade Request

FAX NUMBER 1-800-898-3143

Date: 3/28/18

Phone Number: (985) 873-6519

Account Name: TPCG RLD #5

Confirmation Fax Number: (985) 873-6521

Account Number: 22719467

Name (PRINT) STEVE TROSCLAIR

Authorized Signature: _____

**** Is this a State Highway? Yes XX No If YES, please provide DOTD Permit# _____**

Company Owned Streetlights (ENTERGY)

INSTALL REMOVAL

_____	<u>3</u>	100w HPS streetlight(s)*	rate code	<u>LA_CHSV_2A</u>
_____	_____	150w HPS streetlight(s)*	rate code	<u>LA_CHSV_2B</u>
_____	_____	250w HPS streetlight(s)*	rate code	<u>LA_CHSV_2C</u>
<u>3</u>	_____	400w HPS streetlight(s)*	rate code	<u>LA_CHSV_2D</u>
_____	_____	1000w HPS streetlight(s)*	rate code	<u>LA_CHSV_2E</u>

* Lights will have a facility maintenance charge applied to them.

Customer Owned Streetlights (MUNICIPALITY)

INSTALL REMOVAL

_____	_____	100w HPS streetlight(s)	rate code	<u>LA_HPSV_1A</u>
_____	_____	150w HPS streetlight(s)	rate code	<u>LA_HPSV_1B</u>
_____	_____	250w HPS streetlight(s)	rate code	<u>LA_HPSV_1C</u>
_____	_____	400w HPS streetlight(s)	rate code	<u>LA_HPSV_1D</u>
_____	_____	1000w HPS streetlight(s)	rate code	<u>LA_HPSV_1E</u>

****Mercury Vapor no longer available for install, REMOVE ONLY ****

Company Owned Streetlights (ENTERGY)

_____	175w MV open bottom streetlight(s), 30" bracket	rate code	<u>LA_CMV_1E</u>
_____	175w MV open bottom streetlight(s)	rate code	<u>LA_CMV_1D</u>
_____	250w MV open bottom streetlight(s)	rate code	<u>LA_CMV_1C</u>
_____	250w MV enclosed streetlight(s)	rate code	<u>LA_CMV_1B</u>
_____	400w MV enclosed streetlight(s)	rate code	<u>LA_CMV_1A</u>

Customer Owned Streetlights (MUNICIPALITY)

_____	175w MV open bottom streetlight(s)	rate code	<u>LA_MV_2E</u>
_____	250w MV enclosed streetlight(s)	rate code	<u>LA_MV_2D</u>
_____	400w MV enclosed streetlight(s)	rate code	<u>LA_MV_2C</u>
_____	1000w MV enclosed streetlight(s)	rate code	<u>LA_MV_2A</u>

LOCATION OF LIGHT(s): UPGRADE EXISTING 3 STREET LIGHTS TO 400W ON CORRAL WAY

If light is to be installed, will requested light be installed on an existing pole with available facilities
(Transformers, Secondary wires) to serve the light?

X Yes _____ No _____ Not Sure _____

Company Use Only

Order Generated: YES _____

Sent To: Construction _____ Engineering _____

Estimated completion date: _____/_____/_____

Name: _____

Date: _____/_____/_____

Flo Dumas

Lighting Coordinator

985-479-2011 Office

985-479-2018 fax

225-206-7646 Cell

fdumas@entergy.com

ENTERGY LOUISIANA, INC. STREET LIGHTS

builder@entergy.com

Install/Removal/Upgrade Request

FAX NUMBER 1-800-898-3143

Date: 3-28-18

Phone Number: (985) 873-6519

Account Name: TPCG RLD #1

Confirmation Fax Number: (985) 873-6521

Account Number: 27717917






Name (PRINT) SCOTTY DRYDEN

Authorized Signature: _____

**** Is this a State Highway?** Yes XX No If YES, please provide DOTD Permit# _____

Company Owned Streetlights (ENTERGY)

INSTALL	REMOVAL
---------	---------

	100w HPS streetlight(s)*	rate code	LA_CHSV 2A
	150w HPS streetlight(s)*	rate code	LA_CHSV 2B
	250w HPS streetlight(s)*	rate code	LA_CHSV 2C
	400w HPS streetlight(s)*	rate code	LA_CHSV 2D
	1000w HPS streetlight(s)*	rate code	LA_CHSV 2E

* Lights will have a facility maintenance charge applied to them.

Customer Owned Streetlights (MUNICIPALITY)

INSTALL	REMOVAL
---------	---------

_____	_____	100w HPS streetlight(s)	rate code	LA_HPSV_1A
_____	_____	150w HPS streetlight(s)	rate code	LA_HPSV_1B
_____	_____	250w HPS streetlight(s)	rate code	LA_HPSV_1C
_____	_____	400w HPS streetlight(s)	rate code	LA_HPSV_1D
_____	_____	1000w HPS streetlight(s)	rate code	LA_HPSV_1E

******Mercury Vapor no longer available for install, REMOVE ONLY ******

Company Owned Streetlights (ENERGY)

_____	175w MV open bottom streetlight(s), 30" bracket	rate code	LA_CMV_1E
_____	175w MV open bottom streetlight(s)	rate code	LA_CMV_1D
_____	250w MV open bottom streetlight(s)	rate code	LA_CMV_1C
_____	250w MV enclosed streetlight(s)	rate code	LA_CMV_1B
_____	400w MV enclosed streetlight(s)	rate code	LA_CMV_1A

Customer Owned Streetlights (MUNICIPALITY)

_____	175w MV open bottom streetlight(s)	rate code	LA_MV_2E
_____	250w MV enclosed streetlight(s)	rate code	LA_MV_2D
_____	400w MV enclosed streetlight(s)	rate code	LA_MV_2C
_____	1000w MV enclosed streetlight(s)	rate code	LA_MV_2A

LOCATION OF LIGHT(s): Install 175 HPS STREET LIGHT ON EXISTING POLE AT 524 BACK PROJECT ROAD IN SCHRIEVER

If light is to be installed, will requested light be installed on an existing pole with available facilities (Transformers, Secondary wires) to serve the light?

	X	Yes	No	Not Sure
1. Do you have a good understanding of the company's financial statements?				
2. Do you have a good understanding of the company's business strategy?				
3. Do you have a good understanding of the company's competitive position?				
4. Do you have a good understanding of the company's market position?				
5. Do you have a good understanding of the company's financial position?				
6. Do you have a good understanding of the company's operational position?				
7. Do you have a good understanding of the company's legal position?				
8. Do you have a good understanding of the company's environmental position?				
9. Do you have a good understanding of the company's social position?				
10. Do you have a good understanding of the company's overall position?				

Company Use Only

Order Generated: YES

Sent To: Construction Engineering

Estimated completion date: / /

Name: _____

Date: / /

Elo Dumas

Lighting Coordinator

985-479-2011 Office

985-479-2018 fax

225-206-7646 Cell

fdumas@entergy.com



ENTERGY LOUISIANA, INC. STREET LIGHTS

builder@entergy.com

Install/Removal/Upgrade Request

FAX NUMBER 1-800-898-3143

Date: 3-28-18
Account Name: TPCG RLD #3A
Account Number: 22718550

Phone Number: (985) 873-6519
Confirmation Fax Number: (985) 873-6521
Name (PRINT) JOHN NAVY

Authorized Signature: _____

**** Is this a State Highway? Yes XX No If YES, please provide DOTD Permit# _____**

Company Owned Streetlights (ENTERGY)

INSTALL REMOVAL

_____	_____	100w HPS streetlight(s)*	rate code	<u>LA_CHSV_2A</u>
_____	_____	150w HPS streetlight(s)*	rate code	<u>LA_CHSV_2B</u>
_____	<u>4</u>	250w HPS streetlight(s)*	rate code	<u>LA_CHSV_2C</u>
<u>4</u>	_____	400w HPS streetlight(s)*	rate code	<u>LA_CHSV_2D</u>
_____	_____	1000w HPS streetlight(s)*	rate code	<u>LA_CHSV_2E</u>

* Lights will have a facility maintenance charge applied to them.

Customer Owned Streetlights (MUNICIPALITY)

INSTALL REMOVAL

_____	_____	100w HPS streetlight(s)	rate code	<u>LA_HPSV_1A</u>
_____	_____	150w HPS streetlight(s)	rate code	<u>LA_HPSV_1B</u>
_____	_____	250w HPS streetlight(s)	rate code	<u>LA_HPSV_1C</u>
_____	_____	400w HPS streetlight(s)	rate code	<u>LA_HPSV_1D</u>
_____	_____	1000w HPS streetlight(s)	rate code	<u>LA_HPSV_1E</u>

****Mercury Vapor no longer available for install, REMOVE ONLY ****

Company Owned Streetlights (ENTERGY)

_____	_____	175w MV open bottom streetlight(s), 30" bracket	rate code	<u>LA_CMV_1E</u>
_____	_____	175w MV open bottom streetlight(s)	rate code	<u>LA_CMV_1D</u>
_____	_____	250w MV open bottom streetlight(s)	rate code	<u>LA_CMV_1C</u>
_____	_____	250w MV enclosed streetlight(s)	rate code	<u>LA_CMV_1B</u>
_____	_____	400w MV enclosed streetlight(s)	rate code	<u>LA_CMV_1A</u>

Customer Owned Streetlights (MUNICIPALITY)

_____	_____	175w MV open bottom streetlight(s)	rate code	<u>LA_MV_2E</u>
_____	_____	250w MV enclosed streetlight(s)	rate code	<u>LA_MV_2D</u>
_____	_____	400w MV enclosed streetlight(s)	rate code	<u>LA_MV_2C</u>
_____	_____	1000w MV enclosed streetlight(s)	rate code	<u>LA_MV_2A</u>

LOCATION OF LIGHT(s): INCREASE WATTAGE OF 4 STREET LIGHTS ALONG WEST ST. TO 400 WATT HPS

If light is to be installed, will requested light be installed on an existing pole with available facilities (Transformers, Secondary wires) to serve the light?

X Yes _____ No _____ Not Sure

Company Use Only

Order Generated: YES _____

Sent To: Construction _____ Engineering _____

Estimated completion date: ____/____/____

Name: _____

Date: ____/____/____

Flo Dumas

Lighting Coordinator

985-479-2011 Office

985-479-2018 fax

225-206-7646 Cell

fdumas@entergy.com

STREET LIGHT LIST
3-28-18

INCREASE THE WATTAGE OF FOUR (4) STREET LIGHTS FROM 175/250-WATTS TO 400-WATTS HPS ALONG WEST STREET, HOUMA, LA, ENTERGY; RLD #3A; JOHN NAVY, DISTRICT 1

INCREASE THE WATTAGE OF THREE (3) STREET LIGHTS ON CORRAL WAY TO 400-WATTS; ENTERGY; RLD #5; STEVE TROSCLAIR; DISTRICT 9

INSTALL 175 HPS STREET LIGHT ON EXISTING POLE AT 524 BACK PROJECT RD. IN SCHRIEVER; ENTERGY; RLD #1; SCOTTY DRYDEN; DISTRICT 4

INSTALL 250 HPS STREET LIGHT ON EXISTING POLE AT 136 SAINT GEORGE ROAD IN HOUMA; ENTERGY; RLD #1; SCOTTY DRYDEN; DISTRICT 4



Wednesday, March 28, 2018

Item Title:

Recreation District No. 3 Board

Item Summary:

Recreation District No. 3 Board: One vacancy to fill an unexpired term.

ATTACHMENTS:

Description

Notice to the Public

Upload Date

3/23/2018

Type

Backup Material

NOTICE TO THE PUBLIC

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. *At at upcoming meeting of the Parish Council, individuals are scheduled to be appointed to each of the following entities:

Recreation District No. 3A Board: One vacancy to fill unexpired term. *(3/28/18)

Terrebonne Parish Youth Advisory Council: Representatives from each of the following High Schools: 2 from Covenant Christian, 2 from H. L. Bourgeois, 1 from Houma Christian, 1 from South Terrebonne, 2 from Terrebonne, and 2 from Vandebilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal. *(3/28/18)

Anyone interested in serving or nominating an individual to serve on these boards should contact the Council Clerk's Office (985-873-6519) or y Chauvin@tpcg.org. A board application may be downloaded from the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed form should be returned to the Council Clerk's Office no later than 4:00 p.m. on the Monday immediately prior to the Council Meetings indicated above. A brief résumé and/or letter of interest in serving should also be prepared and submitted.

VENITA H. CHAUVIN, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *



Wednesday, March 28, 2018

Item Title:

Youth Advisory Council

Item Summary:

Terrebonne Parish Youth Advisory Council: Representatives from each of the following High Schools: 2 from Covenant Christian, 2 from H. L. Bourgeois, 1 from Houma Christian, 1 from South Terrebonne, 2 from Terrebonne, and 2 from Vanderbilt High Schools; 1 Alternate from north of the Intracoastal; and 1 Alternate from south of the Intracoastal.



Wednesday, March 28, 2018

Item Title:

Mr. John Navy - dilapidated & dangerous structures

Item Summary:

MR. JOHN NAVY:

1. Discussion and possible action regarding addressing dilapidated and dangerous structures causing problems for residents.

ATTACHMENTS:

Description

Agenda Form

Upload Date

3/23/2018

Type

Backup Material

MEETING DATE:	March 28, 2018
COUNCIL MEMBER:	John Navy
SECTION OF AGENDA:	<div style="text-align: right;"> MEMORIALS _____ GENERAL BUSINESS _____ PUBLIC HEARINGS _____ PUBLIC TO ADDRESS THE COUNCIL _____ COMMITTEE REPORTS _____ STREET LIGHTS _____ NOTICE OF MEETINGS _____ LIQUOR PERMITS _____ APPOINTMENTS/VACANCIES _____ COUNCIL MEMBERS' DISCUSSION <u> X </u> _____ ANNOUNCEMENTS _____ STAFF REPORTS _____ PETITION SUBMISSIONS _____ ENGINEERS' REPORTS _____ OTHER (SPECIFY) _____ </div>
TOPIC:	Discussion and possible action regarding addressing dilapidated and dangerous structures causing problems for residents.

BACKUP INFORMATION:

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

TO BE PREPARED BY:	
PERSON COMPLETING FORM:	Venita Chauvin
DATE:	3/23/18

Category Number: 7.
Item Number: A.



Wednesday, March 28, 2018

Item Title:

Council Members

Item Summary:

Council Members

Category Number: 7.
Item Number: B.



Wednesday, March 28, 2018

Item Title:

Parish President

Item Summary:

Parish President



Wednesday, March 28, 2018

Item Title:

Appointment of Public Works Department Head

Item Summary:

Parish President Dove's Appointment of the Public Works Department Head.

ATTACHMENTS:

Description	Upload Date	Type
Appointment of Department Heads Letter	2/26/2018	Backup Material
David Rome Jr. Resume	2/26/2018	Backup Material
Sec. 2-75- Public Works Department	2/22/2018	Ordinance



GORDON E. DOVE
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097



(985) 873-6401
FAX: (985) 873-6409
E-MAIL: gdove@tpcg.org

February 22, 2018

Terrebonne Parish Council
8026 Main Street, Suite 600
Houma, Louisiana 70360

Re: Appointment of Department Heads

Dear Council Members:

Pursuant to Section 2-98 of the Parish Code, please accept my following recommendations for department heads, which I will introduce at the March 14, 2018 Regular Council Meeting.

Appointments:

Mr. David Rome, Public Works Director

Attached please find the job description and estimated cost for Mr. Rome, along with his qualifications, in conformance with the requirements of the Parish Code.

I respectfully request your ratification of this appointment at the March 28, 2018 Regular Meeting.

Respectfully,

A handwritten signature in cursive script, appearing to read "Gordon E. Dove".

Gordon E. Dove
Parish President

Attachments

Cc: Reading File

David V. Rome, Jr.

Qualifications

- Nineteen years of public service experience.
- Sixteen years of supervisory experience
- Proficient in reviewing and writing bids, grants, and contracts
- Adept knowledge of Louisiana construction standards, general code, and Louisiana bid law.
- National Incident Management System certified.

Work History

Terrebonne Parish Consolidated Government

Public Works Operations Manager/Interim Director

2017 to Present

- Administered daily governmental business and operations for Roads, Bridges, Vegetation, Gravity and Forced Drainage, and Fleet Maintenance.
- Review and approve projects and maintenance plans for all parish owned assets under the Public Works Department.
- Approve and administer operating budgets for Public Works Division.

Superintendent of Roads and Bridges

2013 to 2017

- Manage all daily operations, safety, and personnel of Roads and Bridges Division of Public Works with 54 subordinates assigned to three separate branches: Roads, Bridges, and Signs.
- Initiate and oversee construction projects and maintenance plans for all parish owned assets under the Roads and Bridges Division
- Prepare and oversee an annual multimillion dollar operating budget; including equipment acquisition, capitol bids, and contracts.
- Work closely with parish officials, contractors, and engineers, to economically and efficiently ensure the safety and integrity of the parish's road and bridge infrastructure.

Engineering Technician with Pollution Control

2012 to 2013

- Collected data for analysis and correlated various attributes for operational requirements of division.
- Developed specifications and estimates for major equipment and material purchases.
- Managed field collection crews during system inspections and assessments
- Reviewed construction plans for compliance with applicable codes.

Terrebonne Parish Sheriff's Office

2009 to 2012

Communications Commander and Terminal Agency Coordinator

- Hired, trained, and evaluated a communication deputy staff of 10.
- Created a training program and authored Standard Operating Procedures.
- Oversee spending of multimillion dollar operating budget; including purchasing, bids, and contracts.
- Laid off due to sheriff's administration change.

St. Tammany Parish Sheriff's Office

2007 to 2009

Communications Officer and Training Officer

- Trained personnel to answer public service and emergency E911 lines as well as to dispatch patrol units for calls for service.
- Served as an Emergency Management Response Liaison

The Gadsden Times**2005 to 2007***District Sales Manager/String Reporter*

- Supervised 52 newspaper carriers for 27 high volume city and rural routes.
- Maintained sales analysis and customer service.
- Served as a String Reporter for Daily and Weekly human interest and political issue stories.

St. Bernard Parish Sheriff's Office**1999 to 2005***Communications Supervisor*

- Supervised daily operations of emergency communications center.
- Hired, trained, and evaluated communications deputies.
- Served as Terminal Agency Coordinator and supervised and trained NCIC operators.
- Served as Systems Administrator, designed and maintained Computer Aided Dispatch, MapGEO, and records system.
- Received Letter of Commendation for service during Hurricane Katrina (2005).

Education

- **Fletcher Technical Community College** **2015 to Present**
Majoring in Business Administration
- **Elaine P. Nunez Community College** **1998 to 2000**

Professional Organizations and Committees

- **Leadership Terrebonne Class of 2012**
Comprehensive training for public leaders
- **Louisiana Engineers and Supervisors Association**
Treasurer and Regional Director for District 2
- **South Central Regional Transportation Safety Coalition Committee**
Chairman of Infrastructure and Operations Subcommittee
- **Toastmasters International**
International organization for public speaking and leadership skills
- **TPCG Central Safety Committee**
Committee dedicated to the wellness and safety of parish employees
- **TPCG Vehicle Accident and Workmen's Compensation Review Committee**
Review committee for accidents involving parish vehicles and employees

Sec. 2-75. - Public works department.

- (a) The head of the public works department shall be the director of public works.
- (b) The director of public works shall direct and be responsible for the following:
 - (1) Engineering services for all departments and agencies, except as may be otherwise provided by the utilities department.
 - (2) Supervision of all contract construction work, except as may be provided by the utilities department.
 - (3) Maintenance of parish government property.
 - (4) Mapping and surveying, except as may be provided by the planning and zoning department.
 - (5) Construction and maintenance performed by the parish government of roads, sidewalks, bridges and drainage facilities.
 - (6) Traffic engineering.
 - (7) Operation of a central facility for the repair and maintenance of parish government vehicles and equipment.
 - (8) Other such responsibilities as may be directed by the president.
- (c) The public works department shall consist of the following divisions:
 - (1) Engineering division;
 - (2) Capital improvements division;
 - (3) Drainage, roads and bridges division;
 - (4) Public transit division;
 - (5) Fleet maintenance division;
 - (6) Building maintenance division; and
 - (7) Sewerage and pollution control services.

Each division shall have a division head who shall be under the supervision of the director of the public works department.

(Ord. No. 4753, § II(4-05), 1-8-92; Ord. No. 6187, § III, 3-8-00; Ord. No. 7432, § II, 3-26-08)



Wednesday, March 28, 2018

Item Title:

Emergency Ordinance, 110 Red St., Options for Independence

Item Summary:

AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 110 RED STREET, GRAY, LOUISIANA 7035 (TAX ACCUNT #AO1-8037) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/27/2018	Ordinance
Act of Donation	3/27/2018	Backup Material
Cooperative Endeavor Agreement	3/27/2018	Backup Material

OFFERED BY:
SECONDED BY:

EMERGENCY ORDINANCE NO: _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 110 RED STREET, GRAY, LOUISIANA 70359. (TAX ACCOUNT #A01-8037) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 75% of immovable property owned by Tom Robertson, et al and 25% of immovable property owned by the Estate of Charles Fluence c/o Ella Townsend, situated at Lot 6 Block A Front and Barrow Streets (Now Red Street) Beattievile (110 Red Street, Gray), in Terrebonne Parish, Louisiana ("Property") was adjudicated to the Terrebonne Parish Consolidated Government on June 26, 2006 for nonpayment of taxes; and

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

WHEREAS, TPCG does not need the Property for any public purpose, and TPCG wishes to surplus the said Properties accordingly; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, Options for Independence, a local non-profit corporation (hereinafter sometimes referred to as the "Non-Profit"), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Properties to the Non-Profit corporation in order to facilitate additional low to moderate income housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to condition the said donation of the Property on the Non-Profit's performance of any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, in order to outline the Non-Profit's obligations as set forth above, which include that the non-profit perform the required tax party notices prior to acquiring the Property, and maintain the Property in compliance with the Federal Home Loan Bank Program guidelines, TPCG desires to enter into a cooperative endeavor agreement with the Non-Profit establishing the Non-Profit's obligations; and

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

LOT 6 BLOCK A FRONT & BARROW STREETS (NOW RED STREET)
BEATTIEVILLE. CB 1976/462

Bearing a municipal address of 110 Red Street, Gray, Louisiana 70359. (Tax Account #A01-8037).

Being the same property acquired by Donor through adjudication at tax sale registered June 28, 2006, at Terrebonne Parish COB 1976, Page 462, Entry No. 1241207.

being all Property adjudicated to the Terrebonne Parish Consolidated Government more than three years ago.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to execute and enter into and enforce a cooperative endeavor agreement with Options for Independence to facilitate the transfer of the Property to the Non-profit, and that the Parish President is hereby authorized to execute and enter into and enforce a donation of said Property to the Non-profit upon the Non-profit's satisfactory performance of the cooperative endeavor agreement in accordance with the terms contained in that agreement, which is attached hereto, and inclusive of the terms below.

SECTION I

The non-profit shall be solely responsible for compliance with La. R.S. 47:2206 regarding notification to tax sale parties for redemption purposes, La. R.S. 47:2208 regarding the recordation of affidavits necessary to erase encumbrances after the transfer, and any other legal procedures to ensure proper title. Terrebonne Parish Consolidated Government has not and will not perform these requirements. Terrebonne Parish Consolidated Government encourages the Non-profit to consult legal counsel regarding Louisiana law on adjudicated property.

SECTION II

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

SECTION III

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

SECTION IV

Pursuant to Section 2-14 of the Home Rule Charter and Section 1-13 of the Code of Ordinances for Terrebonne Parish Consolidated Government, this ordinance shall be adopted as an Emergency Ordinance as time is of the essence for Options for Independence to acquire the above Adjudicated Property by Donation through the use of funds granted by Home Loan Bank Funds the Program.

SECTION V

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 was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chair declared the Emergency Ordinance adopted this ____day of _____, 2018.

NON-WARRANTY DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, on the dates written below before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”), who declared that:

Donor donates and delivers, without any warranty of title whatsoever, either express or implied, except for the warranty against eviction resulting from a prior alienation by the political subdivision, but with full substitution and subrogation in and to all the rights and actions of warranty which Donor may have, to:

OPTIONS FOR INDEPENDENCE, (EIN: ____ - _____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

all of the right, title and interest of the Donor in and to the following described property, to-wit:

A certain lot of ground, situated in the City of Houma, Terrebonne Parish, Louisiana, designated as Lot One (1), Block (2) AUTHEMENT SUBDIVISION, per plan by Carl E. Heck, C.E. July 16, 1948, of record in COB 165, folio 512, Terrebonne Parish: said lot fronting Eighty-one (81') feet on the East side of Authement Street by depth on its North line of Seventy-three feet, five inches (73'5") and by depth on its South line of Seventy-three feet, six inches (73'6") and having a rear line of Eighty feet, five inches (80'5"): bounded North by property of R.J. Hornsby or assigns, South by Lot Two (2) of said Block, West by Authement Street, and East by property of Elphege Theriot or assigns. Together with all buildings and improvements thereon situated and all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining.

Bearing a municipal address of 207 Authement Street, Houma, Louisiana 70363. (Tax Account #R03C-19583).

Being the same property acquired by Donor through adjudication at tax sale registered June 30, 2010, at Terrebonne Parish COB 2201, Page 553, Entry No. 1350828; and being the same property acquired by Donor through adjudication at tax sale registered on June 24, 2016, at Terrebonne Parish COB 2381, Page 516, Entry No. 1456845.

hereinafter referred to as the “Property”.

This donation is accepted by Donee.

Donee warrants and acknowledges to and agrees with Donor that Donee is accepting the property subject to any and all conditions and restrictions which are required or recited in the referenced Ordinance and any attachments thereto.

Donor has been advised that the property donated can be used only for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the donation of the Property, Donee has agreed to construct and maintain on the Property affordable housing for low to moderate income families in accordance with the Federal Home Loan Bank Program in Terrebonne Parish as administered by the Terrebonne Parish Consolidated Government Housing and Human Services Department.

Donee acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Donee is satisfied as to the condition and fitness of the Property.

Donee acknowledges that Donor has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

It is understood and agreed that the Property is transferred by Donor to the Donee "As Is, Where Is" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Donee expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Donee further acknowledges that Donor has made no representations as to the validity of the statutes authorizing this Act of Donation and that Donor has advised Donee of its right to seek legal advice before proceeding with this Donation.

No title examination has been requested of nor performed by the undersigned Notary Public, and the description of any immovable property is as furnished by the parties.

The parties agree that this Act of Donation shall also be subject to the terms and conditions of the Cooperative Endeavor Agreement executed by and between the parties on the ____ day of _____, 2018, which is attached hereto and made a part hereof as Exhibit C, as if copied herein in its entirety.

The 2018 ad valorem taxes are to be paid by Donee.

[Signatures on Following Page]

THUS DONE AND PASSED by Seller, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONOR:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

THUS DONE AND PASSED by Purchaser, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONEE:

OPTIONS FOR INDEPENDENCE

Printed: _____

BY: _____
**BARRY CHAUVIN
PRESIDENT**

Printed: _____

NOTARY PUBLIC

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OPTIONS FOR INDEPENDENCE**

This agreement is made and entered into on the date and place indicated below between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”); and

OPTIONS FOR INDEPENDENCE, (EIN: ____-_____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

who declare as follows:

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

WHEREAS, La. R.S. 47:2205 authorizes the Terrebonne Parish Consolidated Government (“TPCG”) to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, 75% of immovable property owned by Tom Robertson, et al and 25% of immovable property owned by the Estate of Charles Fluence c/o Ella Townsend, situated at Lot 6 Block A Front and Barrow Streets (Now Red Street) Beattievile (110 Red Street, Gray), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 26, 2006 for nonpayment of taxes; and

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

WHEREAS, on July 22, 2009, TPCG declared the Property not needed or useful for any public purpose, and declared the Property surplus; and

WHEREAS, Options for Independence (“Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant Property and increase the availability of

affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Property to the non-profit corporation to facilitate additional affordable housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to donate the Property to Non-Profit for those purposes, provided the Non-profit perform any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, Non-Profit has agreed to such terms; 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 as follows:

I. RECITALS

The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

II. EFFECTIVE DATE AND TERM

It is understood and agreed that, conditioned upon notification to Non-Profit that the Property have been approved for participation in the Federal Home Loan Bank Program, the effective date of this agreement shall be the date of execution of this agreement by both parties, and the term of this agreement shall expire upon the expiration of the latter of the Compliance Period or Affordability Period, as defined in the Federal Home Loan Bank Guidelines for Terrebonne Parish.

III. CERTIFICATIONS

Non-Profit certifies that it has been recognized by the Internal Revenue Service as a 501(c)(3) corporation under the Internal Revenue Code.

IV. ACKNOWLEDGEMENTS

Non-Profit acknowledges that TPCG has acquired the following adjudicated property:

LOT 6 BLOCK A FRONT & BARROW STREETS (NOW RED STREET)
BEATTIEVILLE. CB 1976/462

Bearing a municipal address of 110 Red Street, Gray, Louisiana 70359. (Tax Account #A01-8037).

Being the same property acquired by Donor through adjudication at tax sale registered June 28, 2006, at Terrebonne Parish COB 1976, Page 462, Entry No. 1241207.

(hereinafter "Property" or "premises") by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the Property.

Non-Profit acknowledges that TPCG may own the tax title to the Property only, and that TPCG is acting herein in its capacity as the tax title owner of the Property. Non-Profit also acknowledges that, because the Property were acquired by TPCG by means of adjudication, the owners of the Property may redeem the tax titles to the Property at any time up to the recordation of the Act of Donation transferring title of the Property to Non-Profit.

TPCG makes no claims that it has authority to act in the capacity as the owner of the Property. Non-Profit acknowledges that, pursuant to statutory law, TPCG bears no liability as

the owner of the Property, and that Non-Profit is strongly encouraged to obtain liability insurance for the Property for the duration of this agreement.

Non-Profit acknowledges that TPCG has made no representation as to the validity of the tax sales resulting in the adjudication of the Property to TPCG. Non-Profit acknowledges that TPCG has made no representations as to the validity of the statutes authorizing this agreement and the pending donation of the Property to Non-Profit. Non-Profit acknowledges that TPCG has advised Non-Profit to seek legal advice before proceeding with this Agreement and the eventual donation of the Property.

Non-Profit acknowledges receipt of a copy of La. R.S. 47:2205, *et seq.*, as provided by the TPCG, and that these copies were provided to Non-Profit for information purposes only. Non-Profit also acknowledges that it will comply with all requirements of the Federal Home Loan Bank Program in Terrebonne Parish.

V. TERMS AND CONDITIONS PREREQUISITE TO TRANSFER

TPCG shall give, donate, cede and transfer the Property to Non-Profit upon Non-Profit's satisfactory performance (as determined by TPCG) of all the following:

- a. Maintenance of the Property. Non-Profit shall maintain the premises as a prudent caretaker and in a neat, orderly and sanitary manner, and in accordance with Terrebonne Parish regulations.
- b. Refrain from Improving and Using Property. Non-Profit shall refrain from erecting or placing new structures or improvements on the Property, and it shall refrain from using the premises to store personal property, movable or immovable, or for any purposes other than maintenance.
- c. Statutory Compliance Regarding Notice to Tax Sale Parties. Non-Profit shall immediately perform the statutory requirements set out in La. R.S. 47:2206 to ensure that the time for redemption of the adjudicated property has expired prior to the closing date of the transfer of the Property. The TPCG has not and will not perform these notices.
- d. Statutory Compliance Regarding Affidavit of Notice. Upon expiration of the time delays provided in La. R.S. 47:2208, Non-Profit shall prepare and present TPCG with its proposed Affidavit of Notice authorized under La. R.S. 47:2208. TPCG shall have the right, but not the obligation, to review the affidavit prior to transferring the Property to Non-Profit. Non-Profit shall be solely responsible for the affidavit requirement set forth La. R.S. 47:2208.
- e. Inspection. TPCG representatives and assigns shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property to ensure compliance with the terms of this agreement.

VI. TIME PERIOD FOR PERFORMANCE OF PREREQUISITES

Non-Profit shall have 240 days (approximately 8 months) from the effective date of this agreement to satisfactorily perform (as determine by TPCG) the prerequisites enumerated in Section V above. In the event Non-Profit fails to satisfactorily perform all requirements prior to deadline, TPCG, at its sole option, may terminate this agreement.

Furthermore, the donation of each of the Property to Non-Profit is conditioned upon the approval of the Non-Profit's Federal Home Loan Bank Program applications for each of the Property. TPCG, at its sole option, may donate the Property separately based on the approval(s) of the said applications.

VII. DONATION OF PROPERTY; TERMS

Upon Non-Profit's completion, to the satisfaction of TPCG, of all of the prerequisites enumerated in Section V. above, TPCG shall donate the Property by Act of Donation to Non-Profit and in accordance with the statutory law governing donations of adjudicated property.

The following terms shall apply to the donation, and these terms are hereby made a part of the Act of Donation as if copied therein:

- a. TPCG shall warrant the transfer of the Property only against eviction from the Property resulting from prior act of the TPCG.
- b. Except for the warranty against eviction resulting from prior acts of TPCG, the Property shall be donated to Non-Profit as is and without any warranties whatsoever, even for redhibition or fitness, and Non-Profit's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.
- c. Non-Profit shall be responsible for the filing fees associated with the donation of the Property.
- d. The donation is made and accepted by Non-Profit subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.
- e. Non-Profit shall cause the Affidavit(s) of Notice (prepared in accordance with La. R.S. 47:2208) to be recorded at the same time of the recordation of the Act of Donation.
- f. In consideration for the donated Property, Non-Profit shall construct or rehabilitate on and maintain on the Property affordable housing (as defined by HUD standards) for low to moderate income families in accordance with the Federal Home Loan Bank Program Guidelines in Terrebonne Parish, including any Program Agreements, Notes, Mortgages, and Loans, as administered by the TPCG Housing and Human Services Department.
- g. In the event Non-Profit fails to construct or rehabilitate and maintain affordable housing on any of the Property donated in accordance with paragraph "f" above or fails to perform any of its obligations hereunder subsequent to the execution of the Act of Donation, Non-Profit shall be in default of this agreement. If, within 30 days of written notice of default by TPCG to Non-Profit, Non-Profit has failed to remedy such default, it shall be in breach of this agreement. In the event of Non-Profit's breach of this agreement, the TPCG, at its sole option may pursue any of the following remedies against Non-Profit:
 1. TPCG may demand liquidated damages in an amount equal to the fair market value of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines, valued at the time of execution of the Act of Donation, or
 2. TPCG may demand, at Non-Profit's expense, the revocation of the donation of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines.
- h. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines within three (3) years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to fifty (50%) percent of the fair market value of each property so sold. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines after three (3) years, but before ____ () years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to twenty-five (25%) percent of the fair market value of each property so sold. For purposes of this paragraph, the fair market value of each of the Property sold by Non-Profit as authorized by the Federal Home Loan Bank Program shall be the amount of the purchase price of the property sold by Non-Profit.
- i. Should TPCG place this agreement in the hands of an attorney for enforcement, Non-Profit shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by TPCG.

- j. The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

VIII. INDEMNIFICATION AND STATEMENTS AS TO NO WARRANTIES

The Non-Profit accepts the premises in its present condition and assumes full responsibility for the condition of said premises without any liability or obligation of any kind whatsoever upon the part of TPCG. Non-Profit agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants and employees, including volunteers from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of this agreement prior to donation and subsequent Act of Donation to be executed between the parties, Non-Profit's use and maintenance of the premises, and any and all other actions or omissions by Non-Profit, its officers, agents, servants, and employees, or others on said premises by license or invitation or contract of Non-Profit, solely except those claims, demands or causes of action arising out of Terrebonne Parish Consolidated Government's warranties under La. R.S. 47:2207. Non-Profit agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Non-Profit acknowledges that TPCG has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

Non-Profit acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Non-Profit is satisfied as to the condition and fitness of the Property.

It is understood and agreed that the Property is transferred by TPCG to the Non-Profit "AS IS, WHERE IS" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Non-Profit expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520, *et. seq.* Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein

IX. TERMINATION

At any time prior to the execution of the Act of Donation, this agreement may be

terminated under any or all of the following conditions:

- a. By either party after thirty (30) days written notice to the other.
- b. By written mutual agreement and consent of the parties hereto.
- c. By TPCG for Non-Profit's failure to comply with Section VI. Time Period for Performance of Prerequisites, herein.
- d. By written notice to Non-Profit that the Property has become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.
- e. By legally authorized redemption on behalf of the titled owner.

X. NO WAIVER

The failure of TPCG or Non-Profit to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

XI. ASSIGNMENT

During the term of this agreement, Non-Profit shall not assign, in part or in whole, any rights or obligations granted herein without prior written consent of TPCG, and if so consented, all of the conditions and provisions herein shall apply to such substituted party.

XII. AMENDMENT

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

XIII. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

XIV. DRAFTER

None of the parties hereto shall be deemed to be considered to be the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

By: GORDON E. DOVE
Its: President

NOTARY PUBLIC

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

OPTIONS FOR INPENDENCE:

By: BARRY CHAUVIN
Its: President

NOTARY PUBLIC



Wednesday, March 28, 2018

Item Title:

Emergency Ordinance, 207 Authement St. , Options for Independence

Item Summary:

AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 207 AUTHEMENT STREET, HOUMA, LOUISIANA 70363 (TAX ACCOUNT #R03C-19583) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/27/2018	Budget Amendment
Act of Donation	3/27/2018	Backup Material
Cooperative Endeavor Agreement	3/27/2018	Backup Material

OFFERED BY:
SECONDED BY:

EMERGENCY ORDINANCE NO: _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 207 AUTHEMENT STREET, HOUMA, LOUISIANA 70363. (TAX ACCOUNT #R03C-19583) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 99% of immovable property owned by AD VAL INC., situated at Lot 1 Block 2 Horace Authement Subdivision (207 Authement Street, Houma), in Terrebonne Parish, Louisiana ("Property") was adjudicated to the Terrebonne Parish Consolidated Government on June 16, 2010 for nonpayment of taxes; and 1% of immovable property owned by Charlie Schrader, situated at said Property was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2014 for nonpayment of taxes; and

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

WHEREAS, TPCG does not need the Properties for any public purpose, and TPCG wishes to surplus the said Properties accordingly; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, Options for Independence, a local non-profit corporation (hereinafter sometimes referred to as the "Non-Profit"), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Properties to the Non-Profit corporation in order to facilitate additional low to moderate income housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to condition the said donation of the Property on the Non-Profit's performance of any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, in order to outline the Non-Profit's obligations as set forth above, which include that the non-profit perform the required tax party notices prior to acquiring the Property, and maintain the Property in compliance with the Federal Home Loan Bank Program guidelines, TPCG desires to enter into a cooperative endeavor agreement with the Non-Profit establishing the Non-Profit's obligations; and

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

A certain lot of ground, situated in the City of Houma, Terrebonne Parish, Louisiana, designated as Lot One (1), Block (2) AUTHEMENT SUBDIVISION, per plan by Carl E. Heck, C.E. July 16, 1948, of record in COB 165, folio 512, Terrebonne Parish: said lot fronting Eighty-one (81') feet on the East side of Authement Street by depth on its North line of Seventy-three feet, five inches (73'5") and by depth on its South line of Seventy-three feet, six inches (73'6") and having a rear line of Eighty feet, five inches (80'5"): bounded North by property of R.J. Hornsby or assigns, South by Lot Two (2) of said Block, West by Authement Street, and East by property of Elphege Theriot or assigns. Together with all buildings and improvements thereon situated and all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining.

Bearing a municipal address of 207 Authement Street, Houma, Louisiana 70363. (Tax Account #R03C-19583).

Being the same property acquired by Donor through adjudication at tax sale registered June 30, 2010, at Terrebonne Parish COB 2201, Page 553, Entry No. 1350828; and being the same property acquired by Donor through adjudication at tax sale registered on June 24, 2016, at Terrebonne Parish COB 2381, Page 516, Entry No. 1456845.

being all Property adjudicated to the Terrebonne Parish Consolidated Government more than three years ago.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to execute and enter into and enforce a cooperative endeavor agreement with Options for Independence to facilitate the transfer of the Property to the Non-profit, and that the Parish President is hereby authorized to execute and enter into and enforce a donation of said Property to the Non-profit upon the Non-profit's satisfactory performance of the cooperative endeavor agreement in accordance with the terms contained in that agreement, which is attached hereto, and inclusive of the terms below.

SECTION I

The non-profit shall be solely responsible for compliance with La. R.S. 47:2206 regarding notification to tax sale parties for redemption purposes, La. R.S. 47:2208 regarding the recordation of affidavits necessary to erase encumbrances after the transfer, and any other legal procedures to ensure proper title. Terrebonne Parish Consolidated Government has not and will not perform these requirements. Terrebonne Parish Consolidated Government encourages the Non-profit to consult legal counsel regarding Louisiana law on adjudicated property.

SECTION II

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

SECTION III

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

SECTION IV

Pursuant to Section 2-14 of the Home Rule Charter and Section 1-13 of the Code of Ordinances for Terrebonne Parish Consolidated Government, this ordinance shall be adopted as an Emergency Ordinance as time is of the essence for Options for Independence to acquire the above Adjudicated Property by Donation through the use of funds granted by Home Loan Bank Funds the Program.

SECTION V

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 was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chair declared the Emergency Ordinance adopted this ____day of _____, 2018.

NON-WARRANTY DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, on the dates written below before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”), who declared that:

Donor donates and delivers, without any warranty of title whatsoever, either express or implied, except for the warranty against eviction resulting from a prior alienation by the political subdivision, but with full substitution and subrogation in and to all the rights and actions of warranty which Donor may have, to:

OPTIONS FOR INDEPENDENCE, (EIN: ____ - _____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

all of the right, title and interest of the Donor in and to the following described property, to-wit:

A certain lot of ground, situated in the City of Houma, Terrebonne Parish, Louisiana, designated as Lot One (1), Block (2) AUTHEMENT SUBDIVISION, per plan by Carl E. Heck, C.E. July 16, 1948, of record in COB 165, folio 512, Terrebonne Parish: said lot fronting Eighty-one (81') feet on the East side of Authement Street by depth on its North line of Seventy-three feet, five inches (73'5") and by depth on its South line of Seventy-three feet, six inches (73'6") and having a rear line of Eighty feet, five inches (80'5"): bounded North by property of R.J. Hornsby or assigns, South by Lot Two (2) of said Block, West by Authement Street, and East by property of Elphege Theriot or assigns. Together with all buildings and improvements thereon situated and all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining.

Bearing a municipal address of 207 Authement Street, Houma, Louisiana 70363. (Tax Account #R03C-19583).

Being the same property acquired by Donor through adjudication at tax sale registered June 30, 2010, at Terrebonne Parish COB 2201, Page 553, Entry No. 1350828; and being the same property acquired by Donor through adjudication at tax sale registered on June 24, 2016, at Terrebonne Parish COB 2381, Page 516, Entry No. 1456845.

hereinafter referred to as the “Property”.

This donation is accepted by Donee.

Donee warrants and acknowledges to and agrees with Donor that Donee is accepting the property subject to any and all conditions and restrictions which are required or recited in the referenced Ordinance and any attachments thereto.

Donor has been advised that the property donated can be used only for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the donation of the Property, Donee has agreed to construct and maintain on the Property affordable housing for low to moderate income families in accordance with the Federal Home Loan Bank Program in Terrebonne Parish as administered by the Terrebonne Parish Consolidated Government Housing and Human Services Department.

Donee acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Donee is satisfied as to the condition and fitness of the Property.

Donee acknowledges that Donor has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

It is understood and agreed that the Property is transferred by Donor to the Donee "As Is, Where Is" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Donee expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Donee further acknowledges that Donor has made no representations as to the validity of the statutes authorizing this Act of Donation and that Donor has advised Donee of its right to seek legal advice before proceeding with this Donation.

No title examination has been requested of nor performed by the undersigned Notary Public, and the description of any immovable property is as furnished by the parties.

The parties agree that this Act of Donation shall also be subject to the terms and conditions of the Cooperative Endeavor Agreement executed by and between the parties on the ____ day of _____, 2018, which is attached hereto and made a part hereof as Exhibit C, as if copied herein in its entirety.

The 2018 ad valorem taxes are to be paid by Donee.

[Signatures on Following Page]

THUS DONE AND PASSED by Seller, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONOR:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

THUS DONE AND PASSED by Purchaser, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONEE:

OPTIONS FOR INDEPENDENCE

Printed: _____

BY: _____
**BARRY CHAUVIN
PRESIDENT**

Printed: _____

NOTARY PUBLIC

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OPTIONS FOR INDEPENDENCE**

This agreement is made and entered into on the date and place indicated below between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”); and

OPTIONS FOR INDEPENDENCE, (EIN: __ - _____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

who declare as follows:

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

WHEREAS, La. R.S. 47:2205 authorizes the Terrebonne Parish Consolidated Government (“TPCG”) to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, 99% of immovable property owned by AD VAL INC., situated at Lot 1 Block 2 Horace Authement Subdivision (207 Authement Street, Houma), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 16, 2010 for nonpayment of taxes; and 1% of immovable property owned by Charlie Schrader, situated at said Property was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2014 for nonpayment of taxes; and

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

WHEREAS, on October 23, 2013 and September 27, 2017, TPCG declared the Property not needed or useful for any public purpose, and declared the Property surplus; and

WHEREAS, Options for Independence (“Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize

communities by eliminating the blight of vacant Property and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Property to the non-profit corporation to facilitate additional affordable housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to donate the Property to Non-Profit for those purposes, provided the Non-profit perform any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, Non-Profit has agreed to such terms; 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 as follows:

I. RECITALS

The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

II. EFFECTIVE DATE AND TERM

It is understood and agreed that, conditioned upon notification to Non-Profit that the Property have been approved for participation in the Federal Home Loan Bank Program, the effective date of this agreement shall be the date of execution of this agreement by both parties, and the term of this agreement shall expire upon the expiration of the latter of the Compliance Period or Affordability Period, as defined in the Federal Home Loan Bank Guidelines for Terrebonne Parish.

III. CERTIFICATIONS

Non-Profit certifies that it has been recognized by the Internal Revenue Service as a 501(c)(3) corporation under the Internal Revenue Code.

IV. ACKNOWLEDGEMENTS

Non-Profit acknowledges that TPCG has acquired the following adjudicated property:

A certain lot of ground, situated in the City of Houma, Terrebonne Parish, Louisiana, designated as Lot One (1), Block (2) AUTHEMENT SUBDIVISION, per plan by Carl E. Heck, C.E. July 16, 1948, of record in COB 165, folio 512, Terrebonne Parish: said lot fronting Eighty-one (81') feet on the East side of Authement Street by depth on its North line of Seventy-three feet, five inches (73'5") and by depth on its South line of Seventy-three feet, six inches (73'6") and having a rear line of Eighty feet, five inches (80'5"): bounded North by property of R.J. Hornsby or assigns, South by Lot Two (2) of said Block, West by Authement Street, and East by property of Elphege Theriot or assigns. Together with all buildings and improvements thereon situated and all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining.

Bearing a municipal address of 207 Authement Street, Houma, Louisiana 70363. (Tax Account #R03C-19583).

Being the same property acquired by Donor through adjudication at tax sale registered June 30, 2010, at Terrebonne Parish COB 2201, Page 553, Entry No. 1350828; and being the same property acquired by Donor through adjudication at tax sale registered on June 24, 2016, at Terrebonne Parish COB 2381, Page 516,

Entry No. 1456845.

(hereinafter “Property” or “premises”) by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the Property.

Non-Profit acknowledges that TPCG may own the tax title to the Property only, and that TPCG is acting herein in its capacity as the tax title owner of the Property. Non-Profit also acknowledges that, because the Property were acquired by TPCG by means of adjudication, the owners of the Property may redeem the tax titles to the Property at any time up to the recordation of the Act of Donation transferring title of the Property to Non-Profit.

TPCG makes no claims that it has authority to act in the capacity as the owner of the Property. Non-Profit acknowledges that, pursuant to statutory law, TPCG bears no liability as the owner of the Property, and that Non-Profit is strongly encouraged to obtain liability insurance for the Property for the duration of this agreement.

Non-Profit acknowledges that TPCG has made no representation as to the validity of the tax sales resulting in the adjudication of the Property to TPCG. Non-Profit acknowledges that TPCG has made no representations as to the validity of the statutes authorizing this agreement and the pending donation of the Property to Non-Profit. Non-Profit acknowledges that TPCG has advised Non-Profit to seek legal advice before proceeding with this Agreement and the eventual donation of the Property.

Non-Profit acknowledges receipt of a copy of La. R.S. 47:2205, *et seq.*, as provided by the TPCG, and that these copies were provided to Non-Profit for information purposes only. Non-Profit also acknowledges that it will comply with all requirements of the Federal Home Loan Bank Program in Terrebonne Parish.

V. TERMS AND CONDITIONS PREREQUISITE TO TRANSFER

TPCG shall give, donate, cede and transfer the Property to Non-Profit upon Non-Profit’s satisfactory performance (as determined by TPCG) of all the following:

- a. Maintenance of the Property. Non-Profit shall maintain the premises as a prudent caretaker and in a neat, orderly and sanitary manner, and in accordance with Terrebonne Parish regulations.
- b. Refrain from Improving and Using Property. Non-Profit shall refrain from erecting or placing new structures or improvements on the Property, and it shall refrain from using the premises to store personal property, movable or immovable, or for any purposes other than maintenance.
- c. Statutory Compliance Regarding Notice to Tax Sale Parties. Non-Profit shall immediately perform the statutory requirements set out in La. R.S. 47:2206 to ensure that the time for redemption of the adjudicated property has expired prior to the closing date of the transfer of the Property. The TPCG has not and will not perform these notices.
- d. Statutory Compliance Regarding Affidavit of Notice. Upon expiration of the time delays provided in La. R.S. 47:2208, Non-Profit shall prepare and present TPCG with its proposed Affidavit of Notice authorized under La. R.S. 47:2208. TPCG shall have the right, but not the obligation, to review the affidavit prior to transferring the Property to Non-Profit. Non-Profit shall be solely responsible for the affidavit requirement set forth La. R.S. 47:2208.
- e. Inspection. TPCG representatives and assigns shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property to ensure compliance with the terms of this agreement.

VI. TIME PERIOD FOR PERFORMANCE OF PREREQUISITES

Non-Profit shall have 240 days (approximately 8 months) from the effective date of this agreement to satisfactorily perform (as determine by TPCG) the prerequisites enumerated in Section V above. In the event Non-Profit fails to satisfactorily perform all requirements prior to deadline, TPCG, at its sole option, may terminate this agreement.

Furthermore, the donation of each of the Property to Non-Profit is conditioned upon the approval of the Non-Profit's Federal Home Loan Bank Program applications for each of the Property. TPCG, at its sole option, may donate the Property separately based on the approval(s) of the said applications.

VII. DONATION OF PROPERTY; TERMS

Upon Non-Profit's completion, to the satisfaction of TPCG, of all of the prerequisites enumerated in Section V. above, TPCG shall donate the Property by Act of Donation to Non-Profit and in accordance with the statutory law governing donations of adjudicated property.

The following terms shall apply to the donation, and these terms are hereby made a part of the Act of Donation as if copied therein:

- a. TPCG shall warrant the transfer of the Property only against eviction from the Property resulting from prior act of the TPCG.
- b. Except for the warranty against eviction resulting from prior acts of TPCG, the Property shall be donated to Non-Profit as is and without any warranties whatsoever, even for redhibition or fitness, and Non-Profit's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.
- c. Non-Profit shall be responsible for the filing fees associated with the donation of the Property.
- d. The donation is made and accepted by Non-Profit subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.
- e. Non-Profit shall cause the Affidavit(s) of Notice (prepared in accordance with La. R.S. 47:2208) to be recorded at the same time of the recordation of the Act of Donation.
- f. In consideration for the donated Property, Non-Profit shall construct or rehabilitate on and maintain on the Property affordable housing (as defined by HUD standards) for low to moderate income families in accordance with the Federal Home Loan Bank Program Guidelines in Terrebonne Parish, including any Program Agreements, Notes, Mortgages, and Loans, as administered by the TPCG Housing and Human Services Department.
- g. In the event Non-Profit fails to construct or rehabilitate and maintain affordable housing on any of the Property donated in accordance with paragraph "f" above or fails to perform any of its obligations hereunder subsequent to the execution of the Act of Donation, Non-Profit shall be in default of this agreement. If, within 30 days of written notice of default by TPCG to Non-Profit, Non-Profit has failed to remedy such default, it shall be in breach of this agreement. In the event of Non-Profit's breach of this agreement, the TPCG, at its sole option may pursue any of the following remedies against Non-Profit:
 1. TPCG may demand liquidated damages in an amount equal to the fair market value of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines, valued at the time of execution of the Act of Donation, or

2. TPCG may demand, at Non-Profit's expense, the revocation of the donation of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines.
- h. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines within three (3) years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to fifty (50%) percent of the fair market value of each property so sold. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines after three (3) years, but before ____ () years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to twenty-five (25%) percent of the fair market value of each property so sold. For purposes of this paragraph, the fair market value of each of the Property sold by Non-Profit as authorized by the Federal Home Loan Bank Program shall be the amount of the purchase price of the property sold by Non-Profit.
- i. Should TPCG place this agreement in the hands of an attorney for enforcement, Non-Profit shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by TPCG.
- j. The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

VIII. INDEMNIFICATION AND STATEMENTS AS TO NO WARRANTIES

The Non-Profit accepts the premises in its present condition and assumes full responsibility for the condition of said premises without any liability or obligation of any kind whatsoever upon the part of TPCG. Non-Profit agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants and employees, including volunteers from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of this agreement prior to donation and subsequent Act of Donation to be executed between the parties, Non-Profit's use and maintenance of the premises, and any and all other actions or omissions by Non-Profit, its officers, agents, servants, and employees, or others on said premises by license or invitation or contract of Non-Profit, solely except those claims, demands or causes of action arising out of Terrebonne Parish Consolidated Government's warranties under La. R.S. 47:2207. Non-Profit agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Non-Profit acknowledges that TPCG has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

Non-Profit acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Non-Profit is satisfied as to the condition and fitness of the Property.

It is understood and agreed that the Property is transferred by TPCG to the Non-Profit "AS IS, WHERE IS" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Non-Profit expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not

have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520, *et. seq.* Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein

IX. TERMINATION

At any time prior to the execution of the Act of Donation, this agreement may be terminated under any or all of the following conditions:

- a. By either party after thirty (30) days written notice to the other.
- b. By written mutual agreement and consent of the parties hereto.
- c. By TPCG for Non-Profit's failure to comply with Section VI. Time Period for Performance of Prerequisites, herein.
- d. By written notice to Non-Profit that the Property has become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.
- e. By legally authorized redemption on behalf of the titled owner.

X. NO WAIVER

The failure of TPCG or Non-Profit to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

XI. ASSIGNMENT

During the term of this agreement, Non-Profit shall not assign, in part or in whole, any rights or obligations granted herein without prior written consent of TPCG, and if so consented, all of the conditions and provisions herein shall apply to such substituted party.

XII. AMENDMENT

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

XIII. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

XIV. DRAFTER

None of the parties hereto shall be deemed to be considered to be the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

By: GORDON E. DOVE
Its: President

NOTARY PUBLIC

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

OPTIONS FOR INDEPENDENCE:

By: BARRY CHAUVIN
Its: President

NOTARY PUBLIC



Wednesday, March 28, 2018

Item Title:

Emergency Ordinance, 214 Prince Collins., Options for Independence

Item Summary:

AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 214 PRINCE COLLINS STREET, HOUMA, LOUISIANA 70364) (TAX ACCOUNT #A03C-23220) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/27/2018	Ordinance
Act of Donation	3/27/2018	Backup Material
Cooperative Endeavor Agreement	3/27/2018	Backup Material

OFFERED BY:
SECONDED BY:

EMERGENCY ORDINANCE NO: _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 214 PRINCE COLLINS STREET, HOUMA, LOUISIANA 70364 (TAX ACCOUNT #A03C-23220) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 100% of immovable property owned by Bernice T. Matthews, et al, situated at Lot 11 Block 5 Addendum 3 Prince Collins Subdivision (Revised) (214 Prince Collins Street, Houma), in Terrebonne Parish, Louisiana ("Property") was adjudicated to the Terrebonne Parish Consolidated Government on June 17, 2009 for nonpayment of taxes; and

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

WHEREAS, TPCG does not need the Properties for any public purpose, and TPCG wishes to surplus the said Properties accordingly; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, Options for Independence, a local non-profit corporation (hereinafter sometimes referred to as the "Non-Profit"), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Properties to the Non-Profit corporation in order to facilitate additional low to moderate income housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to condition the said donation of the Property on the Non-Profit's performance of any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, in order to outline the Non-Profit's obligations as set forth above, which include that the non-profit perform the required tax party notices prior to acquiring the Property, and maintain the Property in compliance with the Federal Home Loan Bank Program guidelines, TPCG desires to enter into a cooperative endeavor agreement with the Non-Profit establishing the Non-Profit's obligations; and

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

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Terrebonne, Louisiana, as LOT ELEVEN

(11) of BLOCK FIVE, Addendum No. 3 to Prince Collins Subdivision, being a subdivision of property located in Section 5, T 17 S, R 17 E, Terrebonne Parish, Louisiana, shown and designated on a plat thereof made by Douglass S. Talbot, C.E., dated September 30, 1966, revised January 31, 1967, revised December 31, 1967, revised February 28, 1968, and further revised June 14, 1968, a copy of said plat being recorded under Entry No. 355724, Clerk's Office, Terrebonne Parish, Louisiana; said Lot 11 of Block 5 measuring a frontage of sixty (60') feet on the southeast side of Prince Collins Street, by a depth of seventy and 38/100 (70.38') feet on the northeast lot line, by depth of seventy-one and 43/100 (71.43') feet on its southwest lot line and measuring sixty and 02/100 (60.02') feet across the rear; said lot being bounded on the Northwest by Prince Collins Street, on the Northeast by Lot 13 of Block 5, on the Southwest by Lot 10 of Block 5 and on the Southeast by Zachary Scott or assigns, together with all the buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 214 Prince Collins Street, Houma, Louisiana 70364. (tax account #A03C-23220).

Being the same property acquired by Donor through adjudication at tax sale registered June 17, 2009, at Terrebonne Parish COB 2158, Page 492, Entry No. 1326443.

being all Property adjudicated to the Terrebonne Parish Consolidated Government more than three years ago.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to execute and enter into and enforce a cooperative endeavor agreement with Options for Independence to facilitate the transfer of the Property to the Non-profit, and that the Parish President is hereby authorized to execute and enter into and enforce a donation of said Property to the Non-profit upon the Non-profit's satisfactory performance of the cooperative endeavor agreement in accordance with the terms contained in that agreement, which is attached hereto, and inclusive of the terms below.

SECTION I

The non-profit shall be solely responsible for compliance with La. R.S. 47:2206 regarding notification to tax sale parties for redemption purposes, La. R.S. 47:2208 regarding the recordation of affidavits necessary to erase encumbrances after the transfer, and any other legal procedures to ensure proper title. Terrebonne Parish Consolidated Government has not and will not perform these requirements. Terrebonne Parish Consolidated Government encourages the Non-profit to consult legal counsel regarding Louisiana law on adjudicated property.

SECTION II

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

SECTION III

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

SECTION IV

Pursuant to Section 2-14 of the Home Rule Charter and Section 1-13 of the Code of Ordinances for Terrebonne Parish Consolidated Government, this ordinance shall be adopted as an Emergency Ordinance as time is of the essence for Options for Independence to acquire the above Adjudicated Property by Donation through the use of funds granted by Home Loan Bank Funds the Program.

SECTION V

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 was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chair declared the Emergency Ordinance adopted this ____day of _____, 2018.

NON-WARRANTY DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, on the dates written below before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”), who declared that:

Donor donates and delivers, without any warranty of title whatsoever, either express or implied, except for the warranty against eviction resulting from a prior alienation by the political subdivision, but with full substitution and subrogation in and to all the rights and actions of warranty which Donor may have, to:

OPTIONS FOR INDEPENDENCE, (EIN: ____ - _____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

all of the right, title and interest of the Donor in and to the following described property, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Terrebonne, Louisiana, as LOT ELEVEN (11) of BLOCK FIVE, Addendum No. 3 to Prince Collins Subdivision, being a subdivision of property located in Section 5, T 17 S, R 17 E, Terrebonne Parish , Louisiana, shown and designated on a plat thereof made by Douglass S. Talbot, C.E., dated September 30, 1966, revised January 31, 1967, revised December 31, 1967, revised February 28, 1968, and further revised June 14, 1968, a copy of said plat being recorded under Entry No. 355724, Clerk’s Office, Terrebonne Parish, Louisiana; said Lot 11 of Block 5 measuring a frontage of sixty (60’) feet on the southeast side of Prince Collins Street, by a depth of seventy and 38/100 (70.38’) feet on the northeast lot line, by depth of seventy-one and 43/100 (71.43’) feet on its southwest lot line and measuring sixty and 02/100 (60.02’) feet across the rear; said lot being bounded on the Northwest by Prince Collins Street, on the Northeast by Lot 13 of Block 5, on the Southwest by Lot 10 of Block 5 and on the Southeast by Zachary Scott or assigns, together with all the buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 214 Prince Collins Street, Houma, Louisiana 70364. (Tax Account #A03C-23220).

Being the same property acquired by Donor through adjudication at tax sale registered June 17, 2009, at Terrebonne Parish COB 2158, Page 492, Entry No. 1326443.

hereinafter referred to as the “Property”.

This donation is accepted by Donee.

Donee warrants and acknowledges to and agrees with Donor that Donee is accepting the property subject to any and all conditions and restrictions which are required or recited in the referenced Ordinance and any attachments thereto.

Donor has been advised that the property donated can be used only for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the donation of the Property, Donee has agreed to construct and maintain on the Property affordable housing for low to moderate income families in accordance with the Federal Home Loan Bank Program in Terrebonne Parish as administered by the Terrebonne Parish Consolidated Government Housing and Human Services Department.

Donee acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Donee is satisfied as to the condition and fitness of the Property.

Donee acknowledges that Donor has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

It is understood and agreed that the Property is transferred by Donor to the Donee "As Is, Where Is" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Donee expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Donee further acknowledges that Donor has made no representations as to the validity of the statutes authorizing this Act of Donation and that Donor has advised Donee of its right to seek legal advice before proceeding with this Donation.

No title examination has been requested of nor performed by the undersigned Notary Public, and the description of any immovable property is as furnished by the parties.

The parties agree that this Act of Donation shall also be subject to the terms and conditions of the Cooperative Endeavor Agreement executed by and between the parties on the ____ day of _____, 2018, which is attached hereto and made a part hereof as Exhibit C, as if copied herein in its entirety.

The 2018 ad valorem taxes are to be paid by Donee.

[Signatures on Following Page]

THUS DONE AND PASSED by Seller, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONOR:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

THUS DONE AND PASSED by Purchaser, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONEE:

OPTIONS FOR INDEPENDENCE

Printed: _____

BY: _____
**BARRY CHAUVIN
PRESIDENT**

Printed: _____

NOTARY PUBLIC

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OPTIONS FOR INDEPENDENCE**

This agreement is made and entered into on the date and place indicated below between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”); and

OPTIONS FOR INDEPENDENCE, (EIN: ____-_____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

who declare as follows:

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

WHEREAS, La. R.S. 47:2205 authorizes the Terrebonne Parish Consolidated Government (“TPCG”) to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, 100% of immovable property owned by Bernice T. Matthews, et al, situated at Lot 11 Block 5 Addendum 3 Prince Collins Subdivision (Revised) (214 Prince Collins Street, Houma), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 17, 2009 for nonpayment of taxes; and

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

WHEREAS, on May 13, 2015, TPCG declared the Property not needed or useful for any public purpose, and declared the Property surplus; and

WHEREAS, Options for Independence (“Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant Property and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Property to the non-profit corporation to facilitate additional affordable housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to donate the Property to Non-Profit for those purposes, provided the Non-profit perform any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, Non-Profit has agreed to such terms; 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 as follows:

I. RECITALS

The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

II. EFFECTIVE DATE AND TERM

It is understood and agreed that, conditioned upon notification to Non-Profit that the Property have been approved for participation in the Federal Home Loan Bank Program, the effective date of this agreement shall be the date of execution of this agreement by both parties, and the term of this agreement shall expire upon the expiration of the latter of the Compliance Period or Affordability Period, as defined in the Federal Home Loan Bank Guidelines for Terrebonne Parish.

III. CERTIFICATIONS

Non-Profit certifies that it has been recognized by the Internal Revenue Service as a 501(c)(3) corporation under the Internal Revenue Code.

IV. ACKNOWLEDGEMENTS

Non-Profit acknowledges that TPCG has acquired the following adjudicated property:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Terrebonne, Louisiana, as LOT ELEVEN (11) of BLOCK FIVE, Addendum No. 3 to Prince Collins Subdivision, being a subdivision of property located in Section 5, T 17 S, R 17 E, Terrebonne Parish , Louisiana, shown and designated on a plat thereof made by Douglass S. Talbot, C.E., dated September 30, 1966, revised January 31, 1967, revised December 31, 1967, revised February 28, 1968, and further revised June 14, 1968, a copy of said plat being recorded under Entry No. 355724, Clerk's Office, Terrebonne Parish, Louisiana; said Lot 11 of Block 5 measuring a frontage of sixty (60') feet on the southeast side of Prince Collins Street, by a depth of seventy and 38/100 (70.38') feet on the northeast lot line, by depth of seventy-one and 43/100 (71.43') feet on its southwest lot line and measuring sixty and 02/100 (60.02') feet across the rear; said lot being bounded on the Northwest by Prince Collins Street, on the Northeast by Lot 13 of Block 5, on the Southwest by Lot 10 of Block 5 and on the Southeast by Zachary Scott or assigns, together with all the buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 214 Prince Collins Street, Houma, Louisiana 70364. (tax account #A03C-23220).

Being the same property acquired by Donor through adjudication at tax sale registered June 17, 2009, at Terrebonne Parish COB 2158, Page 492, Entry No. 1326443.

(hereinafter "Property" or "premises") by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the Property.

Non-Profit acknowledges that TPCG may own the tax title to the Property only, and that TPCG is acting herein in its capacity as the tax title owner of the Property. Non-Profit also acknowledges that, because the Property were acquired by TPCG by means of adjudication, the owners of the Property may redeem the tax titles to the Property at any time up to the recordation of the Act of Donation transferring title of the Property to Non-Profit.

TPCG makes no claims that it has authority to act in the capacity as the owner of the Property. Non-Profit acknowledges that, pursuant to statutory law, TPCG bears no liability as the owner of the Property, and that Non-Profit is strongly encouraged to obtain liability insurance for the Property for the duration of this agreement.

Non-Profit acknowledges that TPCG has made no representation as to the validity of the tax sales resulting in the adjudication of the Property to TPCG. Non-Profit acknowledges that TPCG has made no representations as to the validity of the statutes authorizing this agreement and the pending donation of the Property to Non-Profit. Non-Profit acknowledges that TPCG has advised Non-Profit to seek legal advice before proceeding with this Agreement and the eventual donation of the Property.

Non-Profit acknowledges receipt of a copy of La. R.S. 47:2205, *et seq.*, as provided by the TPCG, and that these copies were provided to Non-Profit for information purposes only. Non-Profit also acknowledges that it will comply with all requirements of the Federal Home Loan Bank Program in Terrebonne Parish.

V. TERMS AND CONDITIONS PREREQUISITE TO TRANSFER

TPCG shall give, donate, cede and transfer the Property to Non-Profit upon Non-Profit's satisfactory performance (as determined by TPCG) of all the following:

- a. Maintenance of the Property. Non-Profit shall maintain the premises as a prudent caretaker and in a neat, orderly and sanitary manner, and in accordance with Terrebonne Parish regulations.
- b. Refrain from Improving and Using Property. Non-Profit shall refrain from erecting or placing new structures or improvements on the Property, and it shall refrain from using the premises to store personal property, movable or immovable, or for any purposes other than maintenance.
- c. Statutory Compliance Regarding Notice to Tax Sale Parties. Non-Profit shall immediately perform the statutory requirements set out in La. R.S. 47:2206 to ensure that the time for redemption of the adjudicated property has expired prior to the closing date of the transfer of the Property. The TPCG has not and will not perform these notices.
- d. Statutory Compliance Regarding Affidavit of Notice. Upon expiration of the time delays provided in La. R.S. 47:2208, Non-Profit shall prepare and present TPCG with its proposed Affidavit of Notice authorized under La. R.S. 47:2208. TPCG shall have the right, but not the obligation, to review the affidavit prior to transferring the Property to Non-Profit. Non-Profit shall be solely responsible for the affidavit requirement set forth La. R.S. 47:2208.
- e. Inspection. TPCG representatives and assigns shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property to ensure compliance with the

terms of this agreement.

VI. TIME PERIOD FOR PERFORMANCE OF PREREQUISITES

Non-Profit shall have 240 days (approximately 8 months) from the effective date of this agreement to satisfactorily perform (as determine by TPCG) the prerequisites enumerated in Section V above. In the event Non-Profit fails to satisfactorily perform all requirements prior to deadline, TPCG, at its sole option, may terminate this agreement.

Furthermore, the donation of each of the Property to Non-Profit is conditioned upon the approval of the Non-Profit's Federal Home Loan Bank Program applications for each of the Property. TPCG, at its sole option, may donate the Property separately based on the approval(s) of the said applications.

VII. DONATION OF PROPERTY; TERMS

Upon Non-Profit's completion, to the satisfaction of TPCG, of all of the prerequisites enumerated in Section V. above, TPCG shall donate the Property by Act of Donation to Non-Profit and in accordance with the statutory law governing donations of adjudicated property.

The following terms shall apply to the donation, and these terms are hereby made a part of the Act of Donation as if copied therein:

- a. TPCG shall warrant the transfer of the Property only against eviction from the Property resulting from prior act of the TPCG.
- b. Except for the warranty against eviction resulting from prior acts of TPCG, the Property shall be donated to Non-Profit as is and without any warranties whatsoever, even for redhibition or fitness, and Non-Profit's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.
- c. Non-Profit shall be responsible for the filing fees associated with the donation of the Property.
- d. The donation is made and accepted by Non-Profit subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.
- e. Non-Profit shall cause the Affidavit(s) of Notice (prepared in accordance with La. R.S. 47:2208) to be recorded at the same time of the recordation of the Act of Donation.
- f. In consideration for the donated Property, Non-Profit shall construct or rehabilitate on and maintain on the Property affordable housing (as defined by HUD standards) for low to moderate income families in accordance with the Federal Home Loan Bank Program Guidelines in Terrebonne Parish, including any Program Agreements, Notes, Mortgages, and Loans, as administered by the TPCG Housing and Human Services Department.
- g. In the event Non-Profit fails to construct or rehabilitate and maintain affordable housing on any of the Property donated in accordance with paragraph "f" above or fails to perform any of its obligations hereunder subsequent to the execution of the Act of Donation, Non-Profit shall be in default of this agreement. If, within 30 days of written notice of default by TPCG to Non-Profit, Non-Profit has failed to remedy such default, it shall be in breach of this agreement. In the event of Non-Profit's breach of this agreement, the TPCG, at its sole option may pursue any of the following remedies against Non-Profit:
 1. TPCG may demand liquidated damages in an amount equal to the fair market value of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines, valued at the time of execution of the Act of Donation, or

2. TPCG may demand, at Non-Profit's expense, the revocation of the donation of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines.
- h. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines within three (3) years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to fifty (50%) percent of the fair market value of each property so sold. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines after three (3) years, but before ____ () years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to twenty-five (25%) percent of the fair market value of each property so sold. For purposes of this paragraph, the fair market value of each of the Property sold by Non-Profit as authorized by the Federal Home Loan Bank Program shall be the amount of the purchase price of the property sold by Non-Profit.
- i. Should TPCG place this agreement in the hands of an attorney for enforcement, Non-Profit shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by TPCG.
- j. The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

VIII. INDEMNIFICATION AND STATEMENTS AS TO NO WARRANTIES

The Non-Profit accepts the premises in its present condition and assumes full responsibility for the condition of said premises without any liability or obligation of any kind whatsoever upon the part of TPCG. Non-Profit agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants and employees, including volunteers from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of this agreement prior to donation and subsequent Act of Donation to be executed between the parties, Non-Profit's use and maintenance of the premises, and any and all other actions or omissions by Non-Profit, its officers, agents, servants, and employees, or others on said premises by license or invitation or contract of Non-Profit, solely except those claims, demands or causes of action arising out of Terrebonne Parish Consolidated Government's warranties under La. R.S. 47:2207. Non-Profit agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Non-Profit acknowledges that TPCG has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

Non-Profit acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Non-Profit is satisfied as to the condition and fitness of the Property.

It is understood and agreed that the Property is transferred by TPCG to the Non-Profit "AS IS, WHERE IS" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Non-Profit expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed

by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520, *et. seq.* Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein

IX. TERMINATION

At any time prior to the execution of the Act of Donation, this agreement may be terminated under any or all of the following conditions:

- a. By either party after thirty (30) days written notice to the other.
- b. By written mutual agreement and consent of the parties hereto.
- c. By TPCG for Non-Profit's failure to comply with Section VI. Time Period for Performance of Prerequisites, herein.
- d. By written notice to Non-Profit that the Property has become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.
- e. By legally authorized redemption on behalf of the titled owner.

X. NO WAIVER

The failure of TPCG or Non-Profit to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

XI. ASSIGNMENT

During the term of this agreement, Non-Profit shall not assign, in part or in whole, any rights or obligations granted herein without prior written consent of TPCG, and if so consented, all of the conditions and provisions herein shall apply to such substituted party.

XII. AMENDMENT

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

XIII. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

XIV. DRAFTER

None of the parties hereto shall be deemed to be considered to be the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

By: GORDON E. DOVE
Its: President

NOTARY PUBLIC

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

OPTIONS FOR INDEPENDENCE:

By: BARRY CHAUVIN
Its: President

NOTARY PUBLIC



Wednesday, March 28, 2018

Item Title:

Emergency Ordinance, 329 Willowdale, Options for Independence

Item Summary:

AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 329 WILLOWDALE DRIVE, GRAY, LOUISIANA 70359 (TAX ACCOUNT #A01-8354) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/27/2018	Ordinance
Act of Donation	3/27/2018	Backup Material
Cooperative Endeavor Agreement	3/27/2018	Backup Material

OFFERED BY:
SECONDED BY:

EMERGENCY ORDINANCE NO: _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 329 WILLOWDALE DRIVE, GRAY, LOUISIANA 70359 (TAX ACCOUNT #A01-8354) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 100% of immovable property owned by Estate of Rodney Simmons & Margaret, situated at Lot 15 Block 2 Willowdale Subdivision (329 Willowdale Drive, Gray), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2011 for nonpayment of taxes; and

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

WHEREAS, TPCG does not need the Properties for any public purpose, and TPCG wishes to surplus the said Properties accordingly; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, Options for Independence, a local non-profit corporation (hereinafter sometimes referred to as the “Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Properties to the Non-Profit corporation in order to facilitate additional low to moderate income housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to condition the said donation of the Property on the Non-Profit’s performance of any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, in order to outline the Non-Profit’s obligations as set forth above, which include that the non-profit perform the required tax party notices prior to acquiring the Property, and maintain the Property in compliance with the Federal Home Loan Bank Program guidelines, TPCG desires to enter into a cooperative endeavor agreement with the Non-Profit establishing the Non-Profit’s obligations; and

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

LOT FIFTEEN (15) of BLOCK TWO (2) of WILLOWDALE SUBDIVISION, situated in the Parish of Terrebonne and being more particularly described on a plat entitled "Willowdale Subdivision Section 3, T 16 S, R 16 E and Section 3, T 16 S, R 17 E, Willowdale, Inc.", dated August 29, 1968, prepared by Douglass S. Talbot, C.E., which plat is of record under Entry No. 348529 in COB 464 folio 421 of the Conveyance Records of Terrebonne Parish, Louisiana; said lot measuring a front of Sixty (60') feet on the north side of Willowdale Drive by depth between equal and parallel lines of Ninety-five (95') feet and measuring Sixty (60') feet across the rear or northern line; said lot being bounded on the south by Willowdale Drive, on the north by property belonging to the Estate of Joseph McGwynn, on the east by Lot Sixteen (16) of Block Two (2) and on the west by Lot Fourteen (14) of Block Two (2); together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 329 Willowdale Drive, Gray, Louisiana 70359. (Tax Account #A01-8354).

Being the same property acquired by Donor through adjudication at tax sale registered June 24, 2011, at Terrebonne Parish COB 2245, Page 874, Entry No. 1376306.

being all Property adjudicated to the Terrebonne Parish Consolidated Government more than three years ago.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to execute and enter into and enforce a cooperative endeavor agreement with Options for Independence to facilitate the transfer of the Property to the Non-profit, and that the Parish President is hereby authorized to execute and enter into and enforce a donation of said Property to the Non-profit upon the Non-profit's satisfactory performance of the cooperative endeavor agreement in accordance with the terms contained in that agreement, which is attached hereto, and inclusive of the terms below.

SECTION I

The non-profit shall be solely responsible for compliance with La. R.S. 47:2206 regarding notification to tax sale parties for redemption purposes, La. R.S. 47:2208 regarding the recordation of affidavits necessary to erase encumbrances after the transfer, and any other legal procedures to ensure proper title. Terrebonne Parish Consolidated Government has not and will not perform these requirements. Terrebonne Parish Consolidated Government encourages the Non-profit to consult legal counsel regarding Louisiana law on adjudicated property.

SECTION II

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

SECTION III

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

SECTION IV

Pursuant to Section 2-14 of the Home Rule Charter and Section 1-13 of the Code of Ordinances for Terrebonne Parish Consolidated Government, this ordinance shall be adopted as an Emergency Ordinance as time is of the essence for Options for Independence to acquire the above Adjudicated Property by Donation through the use of funds granted by Home Loan Bank Funds the Program.

SECTION V

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 was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chair declared the Emergency Ordinance adopted this ____day of _____, 2018.

NON-WARRANTY DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, on the dates written below before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”), who declared that:

Donor donates and delivers, without any warranty of title whatsoever, either express or implied, except for the warranty against eviction resulting from a prior alienation by the political subdivision, but with full substitution and subrogation in and to all the rights and actions of warranty which Donor may have, to:

OPTIONS FOR INDEPENDENCE, (EIN: ____ - _____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Roosevelt Thomas, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

all of the right, title and interest of the Donor in and to the following described property, to-wit:

LOT FIFTEEN (15) of BLOCK TWO (2) of WILLOWDALE SUBDIVISION, situated in the Parish of Terrebonne and being more particularly described on a plat entitled “Willowdale Subdivision Section 3, T 16 S, R 16 E and Section 3, T 16 S, R 17 E, Willowdale, Inc.”, dated August 29, 1968, prepared by Douglass S. Talbot, C.E., which plat is of record under Entry No. 348529 in COB 464 folio 421 of the Conveyance Records of Terrebonne Parish, Louisiana; said lot measuring a front of Sixty (60') feet on the north side of Willowdale Drive by depth between equal and parallel lines of Ninety-five (95') feet and measuring Sixty (60') feet across the rear or northern line; said lot being bounded on the south by Willowdale Drive, on the north by property belonging to the Estate of Joseph McGwynn, on the east by Lot Sixteen (16) of Block Two (2) and on the west by Lot Fourteen (14) of Block Two (2); together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 329 Willowdale Drive, Gray, Louisiana 70359. (Tax Account #A01-8354).

Being the same property acquired by Donor through adjudication at tax sale registered June 24, 2011, at Terrebonne Parish COB 2245, Page 874, Entry No. 1376306.

hereinafter referred to as the “Property”.

This donation is accepted by Donee.

Donee warrants and acknowledges to and agrees with Donor that Donee is accepting the property subject to any and all conditions and restrictions which are required or recited in the referenced Ordinance and any attachments thereto.

Donor has been advised that the property donated can be used only for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the donation of the Property, Donee has agreed to construct and maintain on the Property affordable housing for low to moderate income families in accordance with the Federal Home Loan Bank Program in Terrebonne Parish as administered by the Terrebonne Parish Consolidated Government Housing and Human Services Department.

Donee acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Donee is satisfied as to the condition and fitness of the Property.

Donee acknowledges that Donor has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

It is understood and agreed that the Property is transferred by Donor to the Donee "As Is, Where Is" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Donee expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Donee further acknowledges that Donor has made no representations as to the validity of the statutes authorizing this Act of Donation and that Donor has advised Donee of its right to seek legal advice before proceeding with this Donation.

No title examination has been requested of nor performed by the undersigned Notary Public, and the description of any immovable property is as furnished by the parties.

The parties agree that this Act of Donation shall also be subject to the terms and conditions of the Cooperative Endeavor Agreement executed by and between the parties on the ____ day of _____, 2018, which is attached hereto and made a part hereof as Exhibit C, as if copied herein in its entirety.

The 2018 ad valorem taxes are to be paid by Donee.

[Signatures on Following Page]

THUS DONE AND PASSED by Seller, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONOR:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY:

**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

THUS DONE AND PASSED by Purchaser, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONEE:

OPTIONS FOR INDEPENDENCE

Printed: _____

BY:

**BARRY CHAUVIN
PRESIDENT**

Printed: _____

NOTARY PUBLIC

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OPTIONS FOR INDEPENDENCE**

This agreement is made and entered into on the date and place indicated below between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”); and

OPTIONS FOR INDEPENDENCE, (EIN: __ - _____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

who declare as follows:

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

WHEREAS, La. R.S. 47:2205 authorizes the Terrebonne Parish Consolidated Government (“TPCG”) to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, 100% of immovable property owned by Estate of Rodney Simmons & Margaret, situated at Lot 15 Block 2 Willowdale Subdivision (329 Willowdale Drive, Gray), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2011 for nonpayment of taxes; and

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

WHEREAS, on May 13, 2015, TPCG declared the Property not needed or useful for any public purpose, and declared the Property surplus; and

WHEREAS, Options for Independence (“Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish Terrebonne Parish, a program designed to use CDBG funds to revitalize communities by eliminating the blight of vacant Property and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Property to the non-profit corporation to facilitate additional affordable housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to donate the Property to Non-Profit for those purposes, provided the Non-profit perform any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, Non-Profit has agreed to such terms; 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 as follows:

I. RECITALS

The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

II. EFFECTIVE DATE AND TERM

It is understood and agreed that, conditioned upon notification to Non-Profit that the Property have been approved for participation in the Federal Home Loan Bank Program, the effective date of this agreement shall be the date of execution of this agreement by both parties, and the term of this agreement shall expire upon the expiration of the latter of the Compliance Period or Affordability Period, as defined in the Federal Home Loan Bank Guidelines for Terrebonne Parish.

III. CERTIFICATIONS

Non-Profit certifies that it has been recognized by the Internal Revenue Service as a 501(c)(3) corporation under the Internal Revenue Code.

IV. ACKNOWLEDGEMENTS

Non-Profit acknowledges that TPCG has acquired the following adjudicated property:

LOT FIFTEEN (15) of BLOCK TWO (2) of WILLOWDALE SUBDIVISION, situated in the Parish of Terrebonne and being more particularly described on a plat entitled "Willowdale Subdivision Section 3, T 16 S, R 16 E and Section 3, T 16 S, R 17 E, Willowdale, Inc.", dated August 29, 1968, prepared by Douglass S. Talbot, C.E., which plat is of record under Entry No. 348529 in COB 464 folio 421 of the Conveyance Records of Terrebonne Parish, Louisiana; said lot measuring a front of Sixty (60') feet on the north side of Willowdale Drive by depth between equal and parallel lines of Ninety-five (95') feet and measuring Sixty (60') feet across the rear or northern line; said lot being bounded on the south by Willowdale Drive, on the north by property belonging to the Estate of Joseph McGwynn, on the east by Lot Sixteen (16) of Block Two (2) and on the west by Lot Fourteen (14) of Block Two (2); together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 329 Willowdale Drive, Gray, Louisiana 70359. (Tax Account #A01-8354).

Being the same property acquired by Donor through adjudication at tax sale registered June 24, 2011, at Terrebonne Parish COB 2245, Page 874, Entry No. 1376306.

(hereinafter “Property” or “premises”) by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the Property.

Non-Profit acknowledges that TPCG may own the tax title to the Property only, and that TPCG is acting herein in its capacity as the tax title owner of the Property. Non-Profit also acknowledges that, because the Property were acquired by TPCG by means of adjudication, the owners of the Property may redeem the tax titles to the Property at any time up to the recordation of the Act of Donation transferring title of the Property to Non-Profit.

TPCG makes no claims that it has authority to act in the capacity as the owner of the Property. Non-Profit acknowledges that, pursuant to statutory law, TPCG bears no liability as the owner of the Property, and that Non-Profit is strongly encouraged to obtain liability insurance for the Property for the duration of this agreement.

Non-Profit acknowledges that TPCG has made no representation as to the validity of the tax sales resulting in the adjudication of the Property to TPCG. Non-Profit acknowledges that TPCG has made no representations as to the validity of the statutes authorizing this agreement and the pending donation of the Property to Non-Profit. Non-Profit acknowledges that TPCG has advised Non-Profit to seek legal advice before proceeding with this Agreement and the eventual donation of the Property.

Non-Profit acknowledges receipt of a copy of La. R.S. 47:2205, *et seq.*, as provided by the TPCG, and that these copies were provided to Non-Profit for information purposes only. Non-Profit also acknowledges that it will comply with all requirements of the Federal Home Loan Bank Program in Terrebonne Parish.

V. TERMS AND CONDITIONS PREREQUISITE TO TRANSFER

TPCG shall give, donate, cede and transfer the Property to Non-Profit upon Non-Profit’s satisfactory performance (as determined by TPCG) of all the following:

- a. Maintenance of the Property. Non-Profit shall maintain the premises as a prudent caretaker and in a neat, orderly and sanitary manner, and in accordance with Terrebonne Parish regulations.
- b. Refrain from Improving and Using Property. Non-Profit shall refrain from erecting or placing new structures or improvements on the Property, and it shall refrain from using the premises to store personal property, movable or immovable, or for any purposes other than maintenance.
- c. Statutory Compliance Regarding Notice to Tax Sale Parties. Non-Profit shall immediately perform the statutory requirements set out in La. R.S. 47:2206 to ensure that the time for redemption of the adjudicated property has expired prior to the closing date of the transfer of the Property. The TPCG has not and will not perform these notices.
- d. Statutory Compliance Regarding Affidavit of Notice. Upon expiration of the time delays provided in La. R.S. 47:2208, Non-Profit shall prepare and present TPCG with its proposed Affidavit of Notice authorized under La. R.S. 47:2208. TPCG shall have the right, but not the obligation, to review the affidavit prior to transferring the Property to Non-Profit. Non-Profit shall be solely responsible for the affidavit requirement set forth La. R.S. 47:2208.
- e. Inspection. TPCG representatives and assigns shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property to ensure compliance with the terms of this agreement.

VI. TIME PERIOD FOR PERFORMANCE OF PREREQUISITES

Non-Profit shall have 240 days (approximately 8 months) from the effective date of this agreement to satisfactorily perform (as determine by TPCG) the prerequisites enumerated in Section V above. In the event Non-Profit fails to satisfactorily perform all requirements prior to deadline, TPCG, at its sole option, may terminate this agreement.

Furthermore, the donation of each of the Property to Non-Profit is conditioned upon the approval of the Non-Profit's Federal Home Loan Bank Program applications for each of the Property. TPCG, at its sole option, may donate the Property separately based on the approval(s) of the said applications.

VII. DONATION OF PROPERTY; TERMS

Upon Non-Profit's completion, to the satisfaction of TPCG, of all of the prerequisites enumerated in Section V. above, TPCG shall donate the Property by Act of Donation to Non-Profit and in accordance with the statutory law governing donations of adjudicated property.

The following terms shall apply to the donation, and these terms are hereby made a part of the Act of Donation as if copied therein:

- a. TPCG shall warrant the transfer of the Property only against eviction from the Property resulting from prior act of the TPCG.
- b. Except for the warranty against eviction resulting from prior acts of TPCG, the Property shall be donated to Non-Profit as is and without any warranties whatsoever, even for redhibition or fitness, and Non-Profit's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.
- c. Non-Profit shall be responsible for the filing fees associated with the donation of the Property.
- d. The donation is made and accepted by Non-Profit subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.
- e. Non-Profit shall cause the Affidavit(s) of Notice (prepared in accordance with La. R.S. 47:2208) to be recorded at the same time of the recordation of the Act of Donation.
- f. In consideration for the donated Property, Non-Profit shall construct or rehabilitate on and maintain on the Property affordable housing (as defined by HUD standards) for low to moderate income families in accordance with the Federal Home Loan Bank Program Guidelines in Terrebonne Parish, including any Program Agreements, Notes, Mortgages, and Loans, as administered by the TPCG Housing and Human Services Department.
- g. In the event Non-Profit fails to construct or rehabilitate and maintain affordable housing on any of the Property donated in accordance with paragraph "f" above, or fails to perform any of its obligations hereunder subsequent to the execution of the Act of Donation, Non-Profit shall be in default of this agreement. If, within 30 days of written notice of default by TPCG to Non-Profit, Non-Profit has failed to remedy such default, it shall be in breach of this agreement. In the event of Non-Profit's breach of this agreement, the TPCG, at its sole option may pursue any of the following remedies against Non-Profit:
 1. TPCG may demand liquidated damages in an amount equal to the fair market value of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines, valued at the time of execution of the Act of Donation, or
 2. TPCG may demand, at Non-Profit's expense, the revocation of the donation of an /Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines.
- h. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines within three (3) years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to fifty (50%) percent of the fair market value of each property so sold. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines after three (3) years, but before

____ () years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to twenty-five (25%) percent of the fair market value of each property so sold. For purposes of this paragraph, the fair market value of each of the Property sold by Non-Profit as authorized by the Federal Home Loan Bank Program shall be the amount of the purchase price of the property sold by Non-Profit.

- i. Should TPCG place this agreement in the hands of an attorney for enforcement, Non-Profit shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by TPCG.
- j. The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

VIII. INDEMNIFICATION AND STATEMENTS AS TO NO WARRANTIES

The Non-Profit accepts the premises in its present condition and assumes full responsibility for the condition of said premises without any liability or obligation of any kind whatsoever upon the part of TPCG. Non-Profit agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants and employees, including volunteers from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of this agreement prior to donation and subsequent Act of Donation to be executed between the parties, Non-Profit's use and maintenance of the premises, and any and all other actions or omissions by Non-Profit, its officers, agents, servants, and employees, or others on said premises by license or invitation or contract of Non-Profit, solely except those claims, demands or causes of action arising out of Terrebonne Parish Consolidated Government's warranties under La. R.S. 47:2207. Non-Profit agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Non-Profit acknowledges that TPCG has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

Non-Profit acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Non-Profit is satisfied as to the condition and fitness of the Property.

It is understood and agreed that the Property is transferred by TPCG to the Non-Profit "AS IS, WHERE IS" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Non-Profit expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520, *et. seq.* Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein

IX. TERMINATION

At any time prior to the execution of the Act of Donation, this agreement may be terminated under any or all of the following conditions:

- a. By either party after thirty (30) days written notice to the other.
- b. By written mutual agreement and consent of the parties hereto.
- c. By TPCG for Non-Profit's failure to comply with Section VI. Time Period for Performance of Prerequisites, herein.
- d. By written notice to Non-Profit that the Property has become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.
- e. By legally authorized redemption on behalf of the titled owner.

X. NO WAIVER

The failure of TPCG or Non-Profit to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

XI. ASSIGNMENT

During the term of this agreement, Non-Profit shall not assign, in part or in whole, any rights or obligations granted herein without prior written consent of TPCG, and if so consented, all of the conditions and provisions herein shall apply to such substituted party.

XII. AMENDMENT

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

XIII. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

XIV. DRAFTER

None of the parties hereto shall be deemed to be considered to be the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

By: GORDON E. DOVE
Its: President

NOTARY PUBLIC

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

OPTIONS FOR INDEPENDENCE:

By: BARRY CHAUVIN
Its: President

NOTARY PUBLIC



Wednesday, March 28, 2018

Item Title:

Emergency Ordinance, 617 Hobson St., Options for Independence

Item Summary:

AN ORDINANCE DECLARING AN EMERGENCY PURSUANT TO SECTIONS 2-14 OF THE HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 617 HOBSON STREET, HOUMA, LOUISIANA 70360 (TAX ACCOUNT #E03-24210) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/27/2018	Budget Amendment
Act of Donation	3/27/2018	Backup Material
Cooperative Endeavor Agreement	3/27/2018	Backup Material

OFFERED BY:
SECONDED BY:

EMERGENCY ORDINANCE NO: _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR WITH OPTIONS FOR INDEPENDENCE TO FACILITATE THE DONATION OF THE ADJUDICATED PROPERTY LOCATED AT 617 HOBSON STREET, HOUMA, LOUISIANA 70360 (TAX ACCOUNT #E03-C-24210) FOR USE IN LOW INCOME HOUSING IN TERREBONNE PARISH, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, 90% of immovable property owned by Pullaro & Cuccia Realty, Inc., situated at Lot 8 Block 10 Addendum #1 West End Subdivision (617 Hobson Street, Houma), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 6, 2009 for nonpayment of taxes; and 10% of immovable property owned by Adair Asset Management, LLC, situated at said Property was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2011 for nonpayment of taxes; and

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

WHEREAS, TPCG does not need the Properties for any public purpose, and TPCG wishes to surplus the said Properties accordingly; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, Options for Independence, a local non-profit corporation (hereinafter sometimes referred to as the “Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize communities by eliminating the blight of vacant properties and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Properties to the Non-Profit corporation in order to facilitate additional low to moderate income housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to condition the said donation of the Property on the Non-Profit’s performance of any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, in order to outline the Non-Profit’s obligations as set forth above, which include that the non-profit perform the required tax party notices prior to acquiring the Property, and maintain the Property in compliance with the Federal Home Loan Bank Program guidelines, TPCG desires to enter into a cooperative endeavor agreement with the Non-Profit establishing the Non-Profit’s obligations; and

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

A certain lot of ground situated in the Parish of Terrebonne, lying on the right descending bank of Bayou Terrebonne, designated on a plan of "Addendum No. 1 to West End Subdivision" made by T. Baker Smith, C.E., dated February 21, 1940, on file in the office of the Clerk of Court of Terrebonne Parish as LOT NO. EIGHT (8) of BLOCK NO. TEN (10), measuring a front of Sixty (60') feet on the south side of Hobson Street, by a depth between parallel lines of One Hundred Twenty-seven feet six inches (127' 6"); bounded East by Lot Seven (7), South by Lot Five (5), West by Lot Nine (9), all in said Block Ten (10); together with all the buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, all as shown on a plat thereof made by Edward C. McGee, Jr., dated October 10, 1962.

Bearing a municipal address of 617 Hobson Street, Houma, Louisiana 70360. (Tax Account #E03-C-24210).

Being the same property acquired by Donor through adjudication at tax sale registered July 6, 2009, at Terrebonne Parish COB 2158, Page 507, Entry No. 1326448; and being the same property acquired by Donor through adjudication at tax sale registered June 24, 2011, at Terrebonne Parish COB 2246, Page 46, Entry No. 1376322.

being all Property adjudicated to the Terrebonne Parish Consolidated Government more than three years ago.

BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to execute and enter into and enforce a cooperative endeavor agreement with Options for Independence to facilitate the transfer of the Property to the Non-profit, and that the Parish President is hereby authorized to execute and enter into and enforce a donation of said Property to the Non-profit upon the Non-profit's satisfactory performance of the cooperative endeavor agreement in accordance with the terms contained in that agreement, which is attached hereto, and inclusive of the terms below.

SECTION I

The non-profit shall be solely responsible for compliance with La. R.S. 47:2206 regarding notification to tax sale parties for redemption purposes, La. R.S. 47:2208 regarding the recordation of affidavits necessary to erase encumbrances after the transfer, and any other legal procedures to ensure proper title. Terrebonne Parish Consolidated Government has not and will not perform these requirements. Terrebonne Parish Consolidated Government encourages the Non-profit to consult legal counsel regarding Louisiana law on adjudicated property.

SECTION II

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

SECTION III

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

SECTION IV

Pursuant to Section 2-14 of the Home Rule Charter and Section 1-13 of the Code of Ordinances for Terrebonne Parish Consolidated Government, this ordinance shall be adopted as an Emergency Ordinance as time is of the essence for Options for Independence to acquire the above Adjudicated Property by Donation through the use of funds granted by Home Loan Bank

Funds the Program.

SECTION V

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 was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chair declared the Emergency Ordinance adopted this ____day of _____, 2018.

NON-WARRANTY DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, on the dates written below before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”), who declared that:

Donor donates and delivers, without any warranty of title whatsoever, either express or implied, except for the warranty against eviction resulting from a prior alienation by the political subdivision, but with full substitution and subrogation in and to all the rights and actions of warranty which Donor may have, to:

OPTIONS FOR INDEPENDENCE, (EIN: ____-____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

all of the right, title and interest of the Donor in and to the following described property, to-wit:

A certain lot of ground situated in the Parish of Terrebonne, lying on the right descending bank of Bayou Terrebonne, designated on a plan of “Addendum No. 1 to West End Subdivision” made by T. Baker Smith, C.E., dated February 21, 1940, on file in the office of the Clerk of Court of Terrebonne Parish as LOT NO. EIGHT (8) of BLOCK NO. TEN (10), measuring a front of Sixty (60') feet on the south side of Hobson Street, by a depth between parallel lines of One Hundred Twenty-seven feet six inches (127' 6"); bounded East by Lot Seven (7), South by Lot Five (5), West by Lot Nine (9), all in said Block Ten (10); together with all the buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, all as shown on a plat thereof made by Edward C. McGee, Jr., dated October 10, 1962.

Bearing a municipal address of 617 Hobson Street, Houma, Louisiana 70360. (Tax Account #E03-C-24210).

Being the same property acquired by Donor through adjudication at tax sale registered July 6, 2009, at Terrebonne Parish COB 2158, Page 507, Entry No. 1326448; and being the same property acquired by Donor through adjudication at tax sale registered June 24, 2011, at Terrebonne Parish COB 2246, Page 46, Entry No. 1376322.

hereinafter referred to as the “Property”.

This donation is accepted by Donee.

Donee warrants and acknowledges to and agrees with Donor that Donee is accepting the property subject to any and all conditions and restrictions which are required or recited in the referenced Ordinance and any attachments thereto.

Donor has been advised that the property donated can be used only for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the donation of the Property, Donee has agreed to construct and maintain on the Property affordable housing for low to moderate income families in accordance with the Federal Home Loan Bank Program in Terrebonne Parish as administered by the Terrebonne Parish Consolidated Government Housing and Human Services Department.

Donee acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Donee is satisfied as to the condition and fitness of the Property.

Donee acknowledges that Donor has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

It is understood and agreed that the Property is transferred by Donor to the Donee "As Is, Where Is" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Donee expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Donee further acknowledges that Donor has made no representations as to the validity of the statutes authorizing this Act of Donation and that Donor has advised Donee of its right to seek legal advice before proceeding with this Donation.

No title examination has been requested of nor performed by the undersigned Notary Public, and the description of any immovable property is as furnished by the parties.

The parties agree that this Act of Donation shall also be subject to the terms and conditions of the Cooperative Endeavor Agreement executed by and between the parties on the ____ day of _____, 2018, which is attached hereto and made a part hereof as Exhibit C, as if copied herein in its entirety.

The 2018 ad valorem taxes are to be paid by Donee.

[Signatures on Following Page]

THUS DONE AND PASSED by Seller, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONOR:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

THUS DONE AND PASSED by Purchaser, before me, Notary, and the undersigned competent witnesses, on this _____ day of _____, 2018, in the City of Houma, Parish of Terrebonne, Louisiana.

WITNESSES:

DONEE:

OPTIONS FOR INDEPENDENCE

Printed: _____

BY: _____
**BARRY CHAUVIN
PRESIDENT**

Printed: _____

NOTARY PUBLIC

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
OPTIONS FOR INDEPENDENCE**

This agreement is made and entered into on the date and place indicated below between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (“TPCG”), a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in the Parish of Terrebonne, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by its duly authorized Parish President, Gordon E. Dove, by virtue of his authority under Terrebonne Parish Council Ordinance No. _____, a copy of which attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as “Donor”); and

OPTIONS FOR INDEPENDENCE, (EIN: ____-_____), a Louisiana non-profit corporation, domiciled in the Parish of Terrebonne, whose present mailing address for the purposes herein is 8326 Main Street, Building #3, Houma, Louisiana, 70360, represented herein by its President, Barry Chauvin, by virtue of Corporate Resolution, a copy of which is attached hereto and made a part hereof as Exhibit B, (hereinafter referred to as “Donee”);

who declare as follows:

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

WHEREAS, La. R.S. 47:2205 authorizes the Terrebonne Parish Consolidated Government (“TPCG”) to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

WHEREAS, La. Const. Art. VII, § 14 authorizes political subdivisions to enter into cooperative endeavor agreements with any public or private corporation for a public purpose and to donate public funds for programs of social welfare for the aid and support of the needy; and

WHEREAS, 90% of immovable property owned by Pullaro & Cuccia Realty, Inc., situated at Lot 8 Block 10 Addendum #1 West End Subdivision (617 Hobson Street, Houma), in Terrebonne Parish, Louisiana (“Property”) was adjudicated to the Terrebonne Parish Consolidated Government on June 6, 2009 for nonpayment of taxes; and 10% of immovable property owned by Adair Asset Management, LLC, situated at said Property was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2011 for nonpayment of taxes; and

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

WHEREAS, on November 29, 2017, TPCG declared the Property not needed or useful for any public purpose, and declared the Property surplus; and

WHEREAS, Options for Independence (“Non-Profit”), has expressed interest in acquiring the Property for use in the Federal Home Loan Bank Program in Terrebonne Parish, a program designed to use Federal Home Loan Bank funds to revitalize

communities by eliminating the blight of vacant Property and increase the availability of affordable rental housing for low to moderate income persons; and

WHEREAS, TPCG finds that donating the Property to the non-profit corporation to facilitate additional affordable housing in Terrebonne Parish serves a public purpose, that any expenditure or transfer of public funds according to the terms of the proposed cooperative endeavor, taken as a whole, is not gratuitous, and that Terrebonne Parish has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer; and

WHEREAS, TPCG desires to donate the Property to Non-Profit for those purposes, provided the Non-profit perform any and all notice and filing requirements set forth by Louisiana law regarding the transfer of adjudicated property; and

WHEREAS, Non-Profit has agreed to such terms; 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 as follows:

I. RECITALS

The preamble and preliminary recitals of this agreement are incorporated herein as if restated in their entirety.

II. EFFECTIVE DATE AND TERM

It is understood and agreed that, conditioned upon notification to Non-Profit that the Property have been approved for participation in the Federal Home Loan Bank Program, the effective date of this agreement shall be the date of execution of this agreement by both parties, and the term of this agreement shall expire upon the expiration of the latter of the Compliance Period or Affordability Period, as defined in the Federal Home Loan Bank Program Guidelines for Terrebonne Parish.

III. CERTIFICATIONS

Non-Profit certifies that it has been recognized by the Internal Revenue Service as a 501(c)(3) corporation under the Internal Revenue Code.

IV. ACKNOWLEDGEMENTS

Non-Profit acknowledges that TPCG has acquired the following adjudicated property:

A certain lot of ground situated in the Parish of Terrebonne, lying on the right descending bank of Bayou Terrebonne, designated on a plan of "Addendum No. 1 to West End Subdivision" made by T. Baker Smith, C.E., dated February 21, 1940, on file in the office of the Clerk of Court of Terrebonne Parish as LOT NO. EIGHT (8) of BLOCK NO. TEN (10), measuring a front of Sixty (60') feet on the south side of Hobson Street, by a depth between parallel lines of One Hundred Twenty-seven feet six inches (127' 6"); bounded East by Lot Seven (7), South by Lot Five (5), West by Lot Nine (9), all in said Block Ten (10); together with all the buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, all as shown on a plat thereof made by Edward C. McGee, Jr., dated October 10, 1962.

Bearing a municipal address of 617 Hobson Street, Houma, Louisiana 70360. (Tax Account #E03-C-24210).

Being the same property acquired by Donor through adjudication at tax sale registered July 6, 2009, at Terrebonne Parish COB 2158, Page 507, Entry No. 1326448; and being the same property acquired by Donor through adjudication at tax sale registered June 24, 2011, at Terrebonne Parish COB 2246, Page 46, Entry No. 1376322.

(hereinafter “Property” or “premises”) by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the Property.

Non-Profit acknowledges that TPCG may own the tax title to the Property only, and that TPCG is acting herein in its capacity as the tax title owner of the Property. Non-Profit also acknowledges that, because the Property were acquired by TPCG by means of adjudication, the owners of the Property may redeem the tax titles to the Property at any time up to the recordation of the Act of Donation transferring title of the Property to Non-Profit.

TPCG makes no claims that it has authority to act in the capacity as the owner of the Property. Non-Profit acknowledges that, pursuant to statutory law, TPCG bears no liability as the owner of the Property, and that Non-Profit is strongly encouraged to obtain liability insurance for the Property for the duration of this agreement.

Non-Profit acknowledges that TPCG has made no representation as to the validity of the tax sales resulting in the adjudication of the Property to TPCG. Non-Profit acknowledges that TPCG has made no representations as to the validity of the statutes authorizing this agreement and the pending donation of the Property to Non-Profit. Non-Profit acknowledges that TPCG has advised Non-Profit to seek legal advice before proceeding with this Agreement and the eventual donation of the Property.

Non-Profit acknowledges receipt of a copy of La. R.S. 47:2205, *et seq.*, as provided by the TPCG, and that these copies were provided to Non-Profit for information purposes only. Non-Profit also acknowledges that it will comply with all requirements of the Federal Home Loan Bank Program in Terrebonne Parish.

V. TERMS AND CONDITIONS PREREQUISITE TO TRANSFER

TPCG shall give, donate, cede and transfer the Property to Non-Profit upon Non-Profit’s satisfactory performance (as determined by TPCG) of all the following:

- a. Maintenance of the Property. Non-Profit shall maintain the premises as a prudent caretaker and in a neat, orderly and sanitary manner, and in accordance with Terrebonne Parish regulations.
- b. Refrain from Improving and Using Property. Non-Profit shall refrain from erecting or placing new structures or improvements on the Property, and it shall refrain from using the premises to store personal property, movable or immovable, or for any purposes other than maintenance.
- c. Statutory Compliance Regarding Notice to Tax Sale Parties. Non-Profit shall immediately perform the statutory requirements set out in La. R.S. 47:2206 to ensure that the time for redemption of the adjudicated property has expired prior to the closing date of the transfer of the Property. The TPCG has not and will not perform these notices.
- d. Statutory Compliance Regarding Affidavit of Notice. Upon expiration of the time delays provided in La. R.S. 47:2208, Non-Profit shall prepare and present TPCG with its proposed Affidavit of Notice authorized under La. R.S. 47:2208. TPCG shall have the right, but not the obligation, to review the affidavit prior to transferring the Property to Non-Profit. Non-Profit shall be solely responsible for the affidavit requirement set forth La. R.S. 47:2208.
- e. Inspection. TPCG representatives and assigns shall have the right to enter upon the Property, at reasonable times, for the purpose of inspecting the Property to ensure compliance with the terms of this agreement.

VI. TIME PERIOD FOR PERFORMANCE OF PREREQUISITES

Non-Profit shall have 240 days (approximately 8 months) from the effective date of this agreement to satisfactorily perform (as determine by TPCG) the prerequisites enumerated in Section V above. In the event Non-Profit fails to satisfactorily perform all requirements prior to deadline, TPCG, at its sole option, may terminate this agreement.

Furthermore, the donation of each of the Property to Non-Profit is conditioned upon the approval of the Non-Profit's Federal Home Loan Bank Program applications for each of the Property. TPCG, at its sole option, may donate the Property separately based on the approval(s) of the said applications.

VII. DONATION OF PROPERTY; TERMS

Upon Non-Profit's completion, to the satisfaction of TPCG, of all of the prerequisites enumerated in Section V. above, TPCG shall donate the Property by Act of Donation to Non-Profit and in accordance with the statutory law governing donations of adjudicated property.

The following terms shall apply to the donation, and these terms are hereby made a part of the Act of Donation as if copied therein:

- a. TPCG shall warrant the transfer of the Property only against eviction from the Property resulting from prior act of the TPCG.
- b. Except for the warranty against eviction resulting from prior acts of TPCG, the Property shall be donated to Non-Profit as is and without any warranties whatsoever, even for redhibition or fitness, and Non-Profit's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.
- c. Non-Profit shall be responsible for the filing fees associated with the donation of the Property.
- d. The donation is made and accepted by Non-Profit subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.
- e. Non-Profit shall cause the Affidavit(s) of Notice (prepared in accordance with La. R.S. 47:2208) to be recorded at the same time of the recordation of the Act of Donation.
- f. In consideration for the donated Property, Non-Profit shall construct or rehabilitate on and maintain on the Property affordable housing (as defined by HUD standards) for low to moderate income families in accordance with the Federal Home Loan Bank Program Guidelines in Terrebonne Parish, including any Program Agreements, Notes, Mortgages, and Loans, as administered by the TPCG Housing and Human Services Department.
- g. In the event Non-Profit fails to construct or rehabilitate and maintain affordable housing on any of the Property donated in accordance with paragraph "f" above or fails to perform any of its obligations hereunder subsequent to the execution of the Act of Donation, Non-Profit shall be in default of this agreement. If, within 30 days of written notice of default by TPCG to Non-Profit, Non-Profit has failed to remedy such default, it shall be in breach of this agreement. In the event of Non-Profit's breach of this agreement, the TPCG, at its sole option may pursue any of the following remedies against Non-Profit:
 1. TPCG may demand liquidated damages in an amount equal to the fair market value of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines, valued at the time of execution of the Act of Donation, or
 2. TPCG may demand, at Non-Profit's expense, the revocation of the donation of any Property failing to meet the standards of this Agreement, as further regulated by the Federal Home Loan Bank Program Guidelines.
- h. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines within three (3) years following the execution of the Act of Donation of

the Property, Non-Profit shall pay TPCG an amount equal to fifty (50%) percent of the fair market value of each property so sold. In the event Non-Profit sells any of the Property as provided in the Federal Home Loan Bank Program guidelines after three (3) years, but before ____ () years following the execution of the Act of Donation of the Property, Non-Profit shall pay TPCG an amount equal to twenty-five (25%) percent of the fair market value of each property so sold. For purposes of this paragraph, the fair market value of each of the Property sold by Non-Profit as authorized by the Federal Home Loan Bank Program shall be the amount of the purchase price of the property sold by Non-Profit.

- i. Should TPCG place this agreement in the hands of an attorney for enforcement, Non-Profit shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by TPCG.
- j. The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

VIII. INDEMNIFICATION AND STATEMENTS AS TO NO WARRANTIES

The Non-Profit accepts the premises in its present condition and assumes full responsibility for the condition of said premises without any liability or obligation of any kind whatsoever upon the part of TPCG. Non-Profit agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants and employees, including volunteers from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of this agreement prior to donation and subsequent Act of Donation to be executed between the parties, Non-Profit's use and maintenance of the premises, and any and all other actions or omissions by Non-Profit, its officers, agents, servants, and employees, or others on said premises by license or invitation or contract of Non-Profit, solely except those claims, demands or causes of action arising out of Terrebonne Parish Consolidated Government's warranties under La. R.S. 47:2207. Non-Profit agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Non-Profit acknowledges that TPCG has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently has little or no direct knowledge concerning the physical or economic characteristics of the property.

Non-Profit acknowledges that it has made a thorough inspection of the Property and any improvements located thereon prior to the execution of this Act, and that Non-Profit is satisfied as to the condition and fitness of the Property.

It is understood and agreed that the Property is transferred by TPCG to the Non-Profit "AS IS, WHERE IS" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property.

Non-Profit expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property donated which render its use so inconvenient or imperfect that the Donee would not have accepted it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520, *et. seq.* Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein

IX. TERMINATION

At any time prior to the execution of the Act of Donation, this agreement may be terminated under any or all of the following conditions:

- a. By either party after thirty (30) days written notice to the other.
- b. By written mutual agreement and consent of the parties hereto.
- c. By TPCG for Non-Profit's failure to comply with Section VI. Time Period for Performance of Prerequisites, herein.
- d. By written notice to Non-Profit that the Property has become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.
- e. By legally authorized redemption on behalf of the titled owner.

X. NO WAIVER

The failure of TPCG or Non-Profit to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

XI. ASSIGNMENT

During the term of this agreement, Non-Profit shall not assign, in part or in whole, any rights or obligations granted herein without prior written consent of TPCG, and if so consented, all of the conditions and provisions herein shall apply to such substituted party.

XII. AMENDMENT

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

XIII. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

XIV. DRAFTER

None of the parties hereto shall be deemed to be considered to be the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT:

By: GORDON E. DOVE
Its: President

NOTARY PUBLIC

THUS DONE, READ, AND PASSED in Houma, Parish of Terrebonne, Louisiana, in the presence of me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this _____ day of _____ 2018, after a reading of the whole.

WITNESSES:

OPTIONS FOR INDEPENDENCE:

By: BARRY CHAUVIN
Its: President

NOTARY PUBLIC

Category Number: 9.
Item Number: A.



Wednesday, March 28, 2018

Item Title:

GIS Engineering, LLC

Item Summary:

GIS Engineering, LLC

ATTACHMENTS:

Description

GIS Engineering, LLC - February 2018

Upload Date

3/9/2018

Type

Backup Material



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Brian Hazlip, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

- a. Parish Project No. 16-SEW-13
- b. GIS Project No. 39130-1012/1013
- c. Title Renovations of Afton, Ardoyne, and Naquin
Sewer Lift Stations

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	<u>May 23, 2016</u>
b. Type (Hourly, Lump Sum, %)	<u>Lump Sum and T&M</u>
c. Fees	
i. Total Estimated (Basic & Additional)	<u>\$156,691.00</u>
ii. Current Budgeted Level	<u>\$156,691.00</u>
ii. Remaining to be Earned at Current Budgeted Level	<u>\$94,046.82</u>
iv. Earned to Date	<u>\$62,644.18</u>

5. **PLAN PREPARATION STATUS**

a. Right-of-way	<u>N/A</u>
b. Soil Survey	<u>N/A</u>
c. Field Survey	<u>Completed</u>
d. Preliminary Plans	<u>Completed</u>
e. Final Plans	<u>Afton & Ardoyne: 100%; Naquin: In-Progress</u>
f. Estimated Bid Date	<u>Afton & Ardoyne: March 8, 2018; Naquin: TBD</u>
g. Estimated Cost of Construction	
Afton & Ardoyne	<u>\$264,000.00</u>
Naquin	<u>TBD</u>

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	<u>Afton & Ardoyne: March 8, 2018</u>
b. Contractor	<u>TBD</u>
c. Contract Amount	<u>TBD</u>
d. Date Work Order Issued	<u>TBD</u>
e. Total Contract Time (Days)	<u>TBD</u>
f. Scheduled Completion Date	<u>TBD</u>
g. Time Elapsed Days (%)	<u>TBD</u>
h. Project Complete (%)	<u>TBD</u>
i. Estimates Paid to Date (\$)	<u>TBD</u>

7. **Remarks**

Afton & Ardoyne Stations

- Bid Opening scheduled for March 8, 2018.
- Questions received prior and during the Pre-Bid Conference to be issued in an Addendum in the following days.
- A Non-Mandatory Pre-Bid Conference was held on February 28, 2018 at the GIS Houma Office.
- Project advertised for Bids on February 9, 2018
- Revised Issued for Bid set was submitted to TPCG on October 20, 2017.
- GIS received comments from TPCG on Sep. 22 which have been incorporated into the Issued for Bid set.
- Comments received from TPCG on July 18 were incorporated into the drawings.
- Issued for Bid set was submitted to TPCG for review.
- Meeting with TPCG took place on March 30, 2017 to discuss final design set.

Naquin Station

- Awaiting parcel acquisition.
- Topographic survey has been completed and processed.
- Layout of the new station and gravity piping is under design.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No.	16-SEW-12
b. GIS Project No.	39130-1014/1015
c. Title	South Wastewater Treatment Levee Plant Levee Rehabilitation Project Sta. 73+15 thru 111+21

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	May 23, 2016
b. Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$81,795.00
ii. Current Budgeted Level	\$81,795.00
ii. Remaining to be Earned at Current Budgeted Level	\$89.55
iv. Earned to Date	\$81,705.45

5. **PLAN PREPARATION STATUS**

a. Right-of-way	N/A
b. Permits	Completed
b. Soil Survey	N/A
c. Field Survey	Completed
d. Preliminary Plans	Completed
e. Final Plans	Completed
f. Estimated Bid Date	January 2017
g. Estimated Cost of Construction	\$430,000.00

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	March 15, 2017
b. Contractor	Lil Man Construction, LLC
c. Contract Amount	\$406,169.00
d. Date Work Order Issued	May 20, 2017
e. Total Contract Time (Days)	172
f. Scheduled Completion Date	November 1, 2017
g. Time Elapsed (Days)	172
h. Project Complete (%)	100%
i. Estimates Paid to Date (\$)	\$253,362.48

7. **Remarks**

- 45 Clear Lien Period to begin once substantial completion certificate is recorded.
- Pay App No. 7 in the amount of \$6,449.55 was submitted to TPCG on February 22 for further processing.
- Substantial Completion Recommendation including final inspection report, as-built survey and punch list was submitted to TPCG on February 14, 2018 for further execution and approval.
- Balancing Change Order No. 3 with a reduction of \$124,665.74 and an addition of 7 weather days, was signed by the Contractor on January 23 and submitted to TPCG for approval on January 24, 2018. TPCG approved Change Order No. 3 on February 5, 2018.
- GIS substantial completion walk-thru of the project was held on Dec. 14 with Lil Man Construction, GIS and TPCG present.
- Hauling operations, levee fill placement, fabric and riprap installation, and seeding activities have been completed.
- Change Orders No. 1 thru 3 added 52 weather days to the Contract.
- Contractor mobilized equipment to the site on June 6, 2017.
- Pre-Construction Meeting was held on May 11, 2017.
- Project was officially awarded to Lil Man Construction on April 17, 2017.
- Bid Opening was held on March 15, 2017.
- Pre-Bid Conference took place on February 22, 2017.
- Final Design Phase Deliverable was submitted on September 30, 2016.
- Study and Report Phase Deliverable was submitted on July 6, 2016.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No. 16-SEW-14
b. GIS Project No. 39130-1016/1017
c. Title East Coteau/Bayou Blue
Sewer Holding Basin
Dredging Project

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	May 23, 2016
b. Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$52,320.00
ii. Current Budgeted Level	\$52,320.00
ii. Remaining to be Earned at Current Budgeted Level	\$3,508.81
iv. Earned to Date	\$48,811.19

5. **PLAN PREPARATION STATUS**

a. Right-of-way	N/A
b. Permits	Completed
c. Soil Survey	N/A
d. Field Survey	Completed
e. Preliminary Plans	Completed
f. Final Plans	Completed
g. Estimated Bid Date	December 20, 2016
h. Estimated Cost of Construction	\$230,000.00

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	December 20, 2016
b. Contractor	Synagro South, LLC
c. Contract Amount	\$215,099.85
d. Date Work Order Issued	March 24, 2017
e. Total Contract Time (Days)	120 Days
f. Scheduled Completion Date	July 22, 2017
g. Time Elapsed Days	120 Days
h. Project Complete (%)	100%
i. Estimates Paid to Date (\$)	\$193,589.86

7. **Remarks**

- Final Project Completion Report was submitted to TPCG on February 14, 2018.
- Final Pay App. No. 2 for the retainage was submitted to TPCG on December 18, 2017.
- Clear Lien Certificate was received from Synagro on December 15, 2017.
- Executed Change Order No. 1 was received on July 24, 2017.
- Executed Substantial Completion certificate was received on June 20, 2017.
- Payment for Pay Application No. 1 was sent to Contractor on June 26, 2017.
- Balancing Change Order No. 1 was submitted to TPCG for review and approval on May 17, 2017.
- Recommendation for Substantial Completion was submitted to TPCG for review and approval on May 16, 2017.
- Contractor demobilized equipment from site on May 8, 2017.
- Total Amount of Sludge Dredged: 198.73 Dry Tons (Official).
- Contractor started dredging activities on April 1, 2017 and finished on April 28, 2017.
- NTP was issued on March 23, 2017, with project start date effective March 24, 2017 thru July 22, 2017.
- Pre-Construction Meeting was held on March 15, 2017.
- Synagro South, LLC was found to be the lowest responsive bidder based on GIS evaluation.
- Bid Opening was held on December 20, 2016.
- Final Design Phase Deliverable was submitted on September 30, 2016.
- Study and Report Phase Deliverable was submitted on July 6, 2016.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

- | | |
|-----------------------|---|
| a. Parish Project No. | <u>16-LOCK-61</u> |
| b. GIS Project No. | <u>39130-1032/1033</u> |
| c. Title | <u>Petit Caillou Lock Structure Project</u> |
| | <u>Final Design Phase</u> |
| | <u> </u> |
| | <u> </u> |

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	October 14, 2016
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$1,000,413.25
ii. Current Budgeted Level	\$1,000,413.25
ii. Remaining to be earned at current budgeted level	\$13,807.49
iv. Earned to date	\$986,605.76

5. **PLAN PREPARATION STATUS**

a. Right-of-way	N/A
b. Permits	In-Progress
c. Soil Survey	Completed
d. Field Survey	Completed
e. Preliminary Report	Completed
f. Preliminary Design Report	Completed
g. Final Design Report	Completed
h. Estimated Bid Date	TBD
i. Estimated Cost of Construction	\$9.03M

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time (Days)	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days (%)	TBD
h. Project Complete (%)	TBD
i. Estimates Paid to Date (\$)	TBD

7. **Remarks**

- 95% Final Design Report was submitted to TPCG on January 4, 2018. GIS currently awaiting comments from TPCG.
- Review meeting was held on December 12 with GIS, TPCG and TLCD to review draft of 95% Design Drawings.
- Comments received by the agencies present at the review meeting have been incorporated into the final design set.
- NTP for Final Design was received on October 27, 2017.
- Eustis Geotechnical report hard copy was submitted to TPCG on August 14, 2017.
- GIS submitted preliminary design package to TPCG on July 25, 2017.
- GIS has completed preliminary design package for the selected Miter Gate Alternative.
- GIS met with TPCG on July 14, 2017 to present design of proposed structure and discuss design components.
- Ongoing coordination/correspondence with Geotechnical engineer on preliminary geotechnical data.
- Preliminary pile capacity data received from geotechnical engineer on March 20, 2017.
- TPCG executed amendment for Preliminary Design Phase was received on March 7, 2017.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Seneca Toussant, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No.	<u>16-DRA-26</u>
b. GIS Project No.	<u>39130-1020/1021</u>
c. Title	<u>Chacahoula/Gibson Drainage Project</u>
	<u>Final Design Phase</u>
	<u> </u>
	<u> </u>

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	<u>May 23, 2016</u>
b. Type (Hourly, Lump Sum, %)	<u>Lump Sum and T&M</u>
c. Fees	
i. Total Estimated (Basic & Additional)	<u>\$912,535.00</u>
ii. Current Budgeted Level	<u>\$912,535.00</u>
ii. Remaining to be Earned at Current Budgeted Level	<u>\$300,830.20</u>
iv. Earned to Date	<u>\$611,704.80</u>

5. **PLAN PREPARATION STATUS**

a. Right-of-way	<u>TBD</u>
b. Permits	<u>In-Progress</u>
c. Soil Survey	<u>Completed</u>
d. Field Survey	<u>Completed</u>
e. Preliminary Report	<u>Completed</u>
f. Preliminary Design Report	<u>Completed</u>
g. Final Design Report	<u>95% Completed</u>
h. Estimated Bid Date	<u>TBD</u>
i. Estimated Cost of Construction	<u>TBD</u>

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	<u>TBD</u>
b. Contractor	<u>TBD</u>
c. Contract Amount	<u>TBD</u>
d. Date Work Order Issued	<u>TBD</u>
e. Total Contract Time (Days)	<u>TBD</u>
f. Scheduled Completion Date	<u>TBD</u>
g. Time Elapsed Days (%)	<u>TBD</u>
h. Project Complete (%)	<u>TBD</u>
i. Estimates Paid to Date (\$)	<u>TBD</u>

7. **Remarks**

<u>- GIS currently packaging 95% Final Design Plans and Specs set and will be submitted to TPCG in the following days.</u>
<u>- Boundary Survey and establishment of property boundaries received from MPH on February 2, 2018. Currently revising layout based on final property lines.</u>
<u>- Electrical Service is now available from SLECA to the project site for 900 HP pumps.</u>
<u>- As of August 21, 2017, GIS to design motor starter panels and Parish to design automation control panels.</u>
<u>- GIS met with TPCG on May 9, 2017 to discuss 30% design set.</u>
<u>- Geotechnical Exploration has been completed.</u>
<u>- Topographical Survey has been completed.</u>



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Seneca Toussant, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No.	<u>16-DRA-25</u>
b. GIS Project No.	<u>39130-1022</u>
c. Title	<u>Petit Caillou Drainage Project</u>
	<u>Final Design Phase</u>
	<u> </u>
	<u> </u>

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	<u>May 31, 2016</u>
b. Type (Hourly, Lump Sum, %)	<u>Lump Sum and T&M</u>
c. Fees	
i. Total Estimated (Basic & Additional)	<u>\$747,739.43</u>
ii. Current Budgeted Level	<u>\$450,000.00</u>
ii. Remaining to be earned at current budgeted level	<u>\$75,412.89</u>
iv. Earned to date	<u>\$374,587.11</u>

5. **PLAN PREPARATION STATUS**

a. Right-of-way	<u>N/A</u>
b. Permits	<u>In-Progress</u>
c. Soil Survey	<u>In-Progress</u>
d. Field Survey	<u>Completed</u>
e. Preliminary Plans	<u>Completed</u>
f. Preliminary Design Plans	<u>Completed</u>
g. Final Plans	<u>In-Progress</u>
h. Estimated Bid Date	<u>TBD</u>
i. Estimated Cost of Construction	<u>\$5,662,300.00</u>

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	<u>TBD</u>
b. Contractor	<u>TBD</u>
c. Contract Amount	<u>TBD</u>
d. Date Work Order Issued	<u>TBD</u>
e. Total Contract Time (Days)	<u>TBD</u>
f. Scheduled Completion Date	<u>TBD</u>
g. Time Elapsed Days (%)	<u>TBD</u>
h. Project Complete (%)	<u>TBD</u>
i. Estimates Paid to Date (\$)	<u>TBD</u>

7. **Remarks**

- GIS currently working on Final Design.
- Geotech Update: Drilling was completed on Friday, February 23, 2018. Testing to begin week of February 26, 2018.
- Preliminary pump recommendations received from vendor. Currently revising pump station layout based on these
- Ongoing coordination with TPCG in regards to parcel acquisitions.
- Certificates of Location and Design and Certificates of Chief Engineer were executed by Project Engineer and returned to TPCG attorney January 22, 2018.
- Final MPH Plats on proposed land to be acquired were submitted on Dec. 21 to TPCG along with GIS comments.
- Final Stamped Grant Application H&H Report was submitted to TPCG on October 23, 2017.
- Grant Application H&H Report was submitted to TPCG on September 25, 2017.
- Preliminary Design page turn meeting held with TPCG on May 9, 2017.
- GIS met with TPCG on May 9 to discuss the Preliminary Design Set.



ENGINEERING LLC

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC**



February 28, 2018

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.
2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

- a. Parish Project No. 14-SEW-14
- b. GIS Project No. 39130-1018/1019
- c. Title Whiskey Island
Sand Retention & Protection Project

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	May 23, 2016
b. Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$250,000.00
ii. Current Budgeted Level	\$250,000.00
ii. Remaining to be Earned at Current Budgeted Level	\$40,595.72
iv. Earned to Date	\$209,404.28

5. **REPORT/PLAN PREPARATION STATUS**

a. Right-of-way	N/A
b. Permits	N/A
c. Soil Survey	N/A
d. Field Survey	N/A
e. Study and Report Phase	Completed
f. Preliminary Plans	TBD
g. Final Plans	TBD
h. Estimated Bid Date	TBD
h. Estimated Cost of Construction	\$25,000,000.00

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time (Days)	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days (%)	TBD
h. Project Complete (%)	TBD
i. Estimates Paid to Date (\$)	TBD

7. **Remarks**

- Project is at a stand still. Plan of action going forward is to be determined.
- Latest CPRA comments were received on December 20, 2016; GIS discussed received comments with TPCG.
- Study and Report Phase deliverable was submitted on October 10, 2016.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. PROJECT COORDINATOR: Mohan Menon

2. CONSTRUCTION MANAGER:

3. PROJECT:

a. Parish Project No. TBD
b. GIS Project No. 39130-1044
c. Title CPRA 2017 Coastal Master Plan

4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	<u>1/13/2017</u>
b. Type (Hourly, Lump Sum, %)	<u>T&M</u>
c. Fees	
i. Total Estimated (Basic & Additional)	<u>\$25,000.00</u>
ii. Current Budgeted Level	<u>\$10,000.00</u>
ii. Remaining to be Earned at Current Budgeted Level	<u>\$5,590.00</u>
iv. Earned to Date	<u>\$4,410.00</u>

5. PLAN PREPARATION STATUS

a. Right-of-way	<u>N/A</u>
b. Permits	<u>N/A</u>
b. Soil Survey	<u>N/A</u>
c. Field Survey	<u>N/A</u>
d. Preliminary Plans	<u>N/A</u>
e. Final Plans	<u>N/A</u>
f. Estimated Bid Date	<u>N/A</u>
g. Estimated Cost of Construction	<u>N/A</u>

6. CONSTRUCTION STATUS

a. Actual Bid Date	<u>N/A</u>
b. Contractor	<u>N/A</u>
c. Contract Amount	<u>N/A</u>
d. Date Work Order Issued	<u>N/A</u>
e. Total Contract Time (Days)	<u>N/A</u>
f. Scheduled Completion Date	<u>N/A</u>
g. Time Elapsed Days (%)	<u>N/A</u>
h. Project Complete (%)	<u>N/A</u>
i. Estimates Paid to Date (\$)	<u>N/A</u>

7. Remarks

- GIS reviewed the Master Plan (2017) in its entirety, specifically the master plan projects for Terrebonne Parish.
 - Oneil Malbrough met with parish officials to discuss the priorities and the strategies.
 - GIS provided TPCG draft comments for the Parish President.
 - GIS personnel attended public meeting on the Master Plan in Houma.
-



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Seneca Toussant, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

- | | |
|-----------------------|--|
| a. Parish Project No. | <u>17-PAV-01</u> |
| b. GIS Project No. | <u>39130-1041/1042</u> |
| c. Title | <u>Falgout Canal Road Repaving Project</u> |
| | <u>Construction Admin Phase</u> |
| | <u> </u> |
| | <u> </u> |

4. **PROFESSIONAL AGREEMENT**

- | | |
|--|------------------|
| a. Date of Original Agreement | April 3, 2017 |
| b. Type (Hourly, Lump Sum, %) | Lump Sum and T&M |
| c. Fees | |
| i. Total Estimated (Basic & Additional) | \$465,470.00 |
| ii. Current Budgeted Level | \$465,470.00 |
| ii. Remaining to be earned at current budgeted level | \$126,410.91 |
| iv. Earned to date | \$339,059.09 |

5. **PLAN PREPARATION STATUS**

- | | |
|-----------------------------------|-----------------------------|
| a. Right-of-way | TBD |
| b. Permits | Not Within Contracted Scope |
| c. Soil Survey | 100% |
| d. Field Survey | 100% |
| e. Preliminary Report | 100% |
| f. Preliminary Design Report | 100% |
| g. Final Design Report | 100% |
| h. Estimated Bid Date | November 14, 2017 |
| i. Estimated Cost of Construction | \$3,900,000.00 |

6. **CONSTRUCTION STATUS**

- | | |
|--------------------------------|-------------------------|
| a. Actual Bid Date | November 21, 2017 |
| b. Contractor | Huey P. Stockstill, LLC |
| c. Contract Amount | \$2,688,356.97 |
| d. Date Work Order Issued | February 22, 2018 |
| e. Total Contract Time (Days) | 120 Calendar Days |
| f. Scheduled Completion Date | June 22, 2018 |
| g. Time Elapsed Days (%) | 6 Days |
| h. Project Complete (%) | 5% |
| i. Estimates Paid to Date (\$) | TBD |

7. **Remarks**

- | |
|--|
| - Notice to Proceed was issued on February 22, 2018. |
| - Construction coordination meeting was held on February 14 with Huey P. Stockstill, LLC, Sealevel, and Ceres to discuss project |
| - Pre-Construction Meeting was held on January 31, 2018 with the Contractor and TPCG representatives. |
| - Notice of Award was issued to Huey P. Stockstill on December 12. |
| - TPCG Council approved resolution on Nov. 27 for Huey P. Stockstill for the contract base and bid additive. |
| - Bid Opening was held on November 21, 2017. |
| - Addenda No. 1 thru No. 4 were issued on the following dates respectively: Nov. 3, Nov. 8, Nov. 13, and Nov. 16. |
| - Pre-Bid Meeting took place on October 31, 2017 at the GIS Engineering Houma office. |
| - Project advertised for Bids on October 19, 2017. |
| - Revised Plans and Specs including comments received were submitted to TPCG on August 31, 2017. |
| - Final Plans and Specs were submitted to the Parish on August 19, 2017 for review. |
| - Final Geotechnical recommendations were received and have been incorporated into the Final set of drawings and specs. |
| - Alternative Analysis Report Deliverable was submitted to TPCG on April 25, 2017. |



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Christopher Jeanice, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No.	17-SEW-06
b. GIS Project No.	39130-1046/1047
c. Title	South Wastewater Treatment Levee Rehabilitation at Cells 2 & 3 Construction Admin Phase

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	April 24, 2017
b. Type (Hourly, Lump Sum, %)	Lump Sum & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$109,975.00
ii. Current Budgeted Level	\$109,975.00
ii. Remaining to be Earned at Current Budgeted Level	\$41,825.00
iv. Earned to Date	\$68,150.00

5. **PLAN PREPARATION STATUS**

a. Right-of-way	N/A
b. Permits	N/A
b. Soil Survey	Completed
c. Field Survey	Completed
d. Preliminary Plans	Completed
e. Final Plans	Completed
f. Estimated Bid Date	October 31, 2017
g. Estimated Cost of Construction	\$621,000.00

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	October 31, 2017
b. Contractor	Circle, LLC
c. Contract Amount	\$648,030.00
d. Date Work Order Issued	February 9, 2018
e. Total Contract Time (Days)	120 Calendar Days
f. Scheduled Completion Date	June 9, 2018
g. Time Elapsed Days (%)	19 Days
h. Project Complete (%)	16%
i. Estimates Paid to Date (\$)	TBD

7. **Remarks**

- Contractor and PLS were on the project site on February 27 to validate location of monument and benchmarks previously
- Pre-construction survey to be performed in the following days.
- Notice to Proceed was issued to Contractor on January 31, 2018 with effective date of February 9, 2018.
- Pre-Construction Meeting was held with TPCG and Contractor on January 30, 2018 at the GIS Houma office.
- Executed Contract was received from TPCG on January 19, 2018.
- Notice of award was issued to Circle, LLC on Dec. 14.
- TPCG Council approved the award of base bid and bid additive to Circle, LLC on Dec. 13.
- Bid Opening was held on Oct. 31.
- Addendum No. 1 was issued on October 24, 2017.
- Pre-Bid meeting took place on October 17, 2017.
- Project was advertised on the following dates: October 4th, 11th, and 17th.
- Issued for Bid set was submitted to TPCG on September 1, 2017 for review.
- Preliminary Design Phase deliverables including report and other attachments were submitted to TPCG for review on June 29.
- Eustis Engineering Geotechnical report was submitted to GIS on June 15; analyses and results were incorporated into report.
- Preliminary Drawings and Opinion of Probable Construction Cost were submitted to TPCG on May 25 for FEMA purposes.
- Topographical and Hydro Surveys performed by GIS on March 31, 2017.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Leah Selcer, E.I.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No. TBD
b. GIS Project No. 39130-1070
c. Title Ellendale Flood Protection and Drainage
Assessment

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	June 28, 2017
b. Type (Hourly, Lump Sum, %)	T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$30,000.00
ii. Current Budgeted Level	\$30,000.00
ii. Remaining to be Earned at Current Budgeted Level	\$15,612.50
iv. Earned to Date	\$14,387.50

5. **PLAN PREPARATION STATUS**

a. Right-of-way	N/A
b. Soil Survey	N/A
c. Field Survey	N/A
d. Preliminary Plans	95% Completed
e. Final Plans	TBD
f. Estimated Bid Date	TBD
g. Estimated Cost of Construction	TBD

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time (Days)	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days (%)	TBD
h. Project Complete (%)	TBD
i. Estimates Paid to Date (\$)	TBD

7. **Remarks**

- Report is nearing completion. ITR has been completed and comments from review are currently being incorporated to the report
- GIS has incorporated all incoming drainage to the project area.
- Data compilation for Pump Station A at segment A and Pump Station B at Segment B has been completed.
- FEMA flood insurance maps (FIRM) have been collected for the base flood elevations for Pump Stations A and B.
- Earthwork volumes and estimated cost for Segment C have been completed.
- Research and compilation on existing documentation for this private levee system has begun and will continue through the duration of the project.
- Existing documentation and data have been incorporated into report/assessment to evaluate 3 alternatives.



TERREBONNE PARISH CONSOLIDATED GOVERNMENT
PROJECT STATUS REPORT
GIS Engineering, LLC



February 28, 2018

1. **PROJECT COORDINATOR:** Kyle Galloway, P.E.

2. **CONSTRUCTION MANAGER:**

3. **PROJECT:**

a. Parish Project No. 17-DRA-42
b. GIS Project No. 39130-1071/1072
c. Title Bayou Terrebonne Drainage Project
Study and Report Phase

4. **PROFESSIONAL AGREEMENT**

a. Date of Original Agreement	November 1, 2017
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$448,241.00
ii. Current Budgeted Level	\$448,241.00
ii. Remaining to be Earned at Current Budgeted Level	\$372,469.39
iv. Earned to Date	\$75,771.61

5. **PLAN PREPARATION STATUS**

a. Right-of-way	TBD
b. Soil Survey	TBD
c. Field Survey	TBD
d. Preliminary Plans	In Progress
e. Final Plans	TBD
f. Estimated Bid Date	TBD
g. Estimated Cost of Construction	TBD

6. **CONSTRUCTION STATUS**

a. Actual Bid Date	TBD
b. Contractor	TBD
c. Contract Amount	TBD
d. Date Work Order Issued	TBD
e. Total Contract Time (Days)	TBD
f. Scheduled Completion Date	TBD
g. Time Elapsed Days (%)	TBD
h. Project Complete (%)	TBD
i. Estimates Paid to Date (\$)	TBD

7. **Remarks**

- GIS currently developing report figures showing existing conditions.

- Ongoing coordination of modeling effort with FTN. Existing conditions model has been completed.

- Performed field visit with YSI on February 9, 2018.

- GIS held a meeting with TPCG Engineering on February 21, 2018 to discuss the work to date and proposal for the model.

- Site assessment along Bayou Terrebonne is substantially complete. Several Site visits were conducted with TPCG. TPCG provided the drainage permits for locations identified during the Site visit, and GIS is using them to better define the area that gravity drains to the bayou. GIS is also researching other data sources, particularly FEMA.

- GIS and FTN discussed the modeling effort via conference call on January 2, 2018 to determine FTN's data needs.

- GIS surveyed 19 cross-sections in Bayou Terrebonne and the Bonanza intake and discharge. GIS also surveyed spot elevations and measured culverts at points of interest. This data was provided to FTN for use in modeling.

- GIS is in the process of ordering monitoring equipment from Xylem/YSI.

- Terrebonne Parish Council accepted Amendment No. 1 on January 10, 2018.