
PARISH COUNCIL
PARISH OF TERREBONNE



Darrin W. Guidry, Sr.

CHAIRMAN

Daniel Babin

VICE-CHAIRMAN

DISTRICT 1

John Navy

DISTRICT 2

Carl Harding

DISTRICT 3

Gerald Michel

DISTRICT 4

John Amedee

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

AGENDA

Wednesday, August 25, 2021
6:00 PM

Suzette Thomas,
COUNCIL CLERK

DISTRICT 5

Jessica Domangue

DISTRICT 6

Darrin Guidry

DISTRICT 7

Daniel Babin

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on the table near the entrance into the building 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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON AUGUST 11, 2021.

APPROVE MINUTES OF THE SPECIAL COUNCIL SESSION - CONDEMNATIONS HELD ON JULY 26, 2021.

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON JULY 28, 2021.

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 8/16/2021 & 8/23/2021

APPROVE THE MANUAL CHECK LISTING -JULY 2021

1. GENERAL BUSINESS:

- A. COMMENDATION:** Commending Houma Police Department, Terrebonne Parish Sheriff's Office, Terrebonne Parish District Attorney's Office, City Marshall's Office, the faculty of St. Francis de Sales School, and Public Safety Director Steve Ponville for their actions in response to the August 6, 2021 shooting near St. Francis de Sales School.
- B. COMMENDATION:** Commemorating the public service of former Ward 10 - Justice of the Peace Junior J. Theriot.
- C.** Justice of the Peace Ward 1 Robert "Yogi" Naquin wishes to address the Council to explain the process in which the Ward 10 Justice of the Peace vacancy was filled.
- D.** Justice of the Peace Ward 10, Kim Champagne, wishes to address the Council regarding her recent appointment.
- E. PROCLAMATION:** Proclaiming Saturday, August 28, 2021 as a day to support educating citizens about opioids and encouraging attendance at the annual S.A.R.A.H. Event and Candlelight Vigil.
- F. Councilwoman Jessica Domangue:** Discussion relative to the sale & use of fireworks.
- G. RESOLUTION:** In Support of Resuming Federal Offshore Leasing in the Gulf of Mexico.
- H.** Possible agenda add-on - **RESOLUTION:** Accepting the proposal for Property Insurance for renewal from Hull & Machinery/Protection & Indemnity Insurance to insure the Dulac/Falgout Canal/ Pontoon Bridge.
 - 1) Motion to Add-On.
 - 2) Call for public comments.
 - 3) Vote on the motion to add-on (roll-call unanimous vote required).
 - 4) Discussion and possible action on agenda item.

2. STAFF REPORTS:

- A.** Update on Drainage Pump Stations, Generators, and other projects.

3. PUBLIC WISHING TO ADDRESS THE COUNCIL:

- A.** As per speaker cards.

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

- A.** An ordinance to amend Sections 18-291 and 18-286 of the Terrebonne Parish Code to provide pricing for network-based parking services in accordance with Terrebonne Parish Code Section 2-103.
 - 1. Consider adoption of the ordinance.
- B.** An ordinance to amend the zoning map of the Parish of Terrebonne so as to rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Drive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant.
 - 1. Consider adoption of the ordinance.
- C.** An ordinance to remove parking meters located near 7839 Main Street and 7913 Main Street and designate both spaces as No Parking Zones.
 - 1. Consider adoption of the ordinance.
- D.** An ordinance to establish a 3-Way Stop at the intersection of Scott Lane and Billy Street.
 - 1. Consider adoption of the ordinance.
- E.** An ordinance to authorize the Parish President to execute the necessary documents for the exchange of equally valued immovable property between TPCG and Briarpatch, Inc.; to facilitate construction of a HPD Substation along East Street in Houma, LA; to provide for related matters.
 - 1. Consider adoption of the ordinance.
- F.** An ordinance to name the Courthouse Square the "Edward P. 'Bubby' Lyons" Courthouse Square and to provide for related matters.
 - 1. Consider adoption of the ordinance.

- G.** An ordinance to amend Ordinance No. 5349 to change the street name of Fairmont Avenue to Fairmont Drive in order to reflect the correct street name.
 - 1. Consider adoption of the ordinance.
- H.** An ordinance to amend the 2021 Adopted Operating Budget, 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. Road Lighting District #10, \$5,000
 - II. Houma Downtown Marina, \$5,842
 - III. Houma Downtown Marina, \$2,800
 - IV. Le Petit Facility Improvements, \$10,000
 - V. Engineering, -0-
 - a. add one Engineer in Training Grade 205
 - VI. Sanitation-new department, \$514,360
 - VII. Civic Center Sidewalks, \$211,701
 - VIII. East Houma/East Park Walking Trails, \$10,000
 - 1. Consider adoption of the ordinance.

4. COMMITTEE REPORTS:

- A.** Public Services Committee, 08/23/21*
- B.** Budget & Finance Committee, 08/23/2021*
- C.** Policy, Procedure, & Legal Committee, 08/23/21
(*Ratification of the minutes calls public hearings on Wednesday, September 08, 2021 at 6:30 p.m.)

5. STREET LIGHTS:

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

6. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. Houma Board of Adjustments:** Two (2) expiring terms on 9/1/21. Mr. Matthew Chatagnier and Mr. David Tauzin express their interest in being reappointed.
- B. Recreation District No. 1:** Two (2) expiring terms. One (1) expiring on 09-10-21 and one (1) expiring on 09-12-21. Ms. Christine Vitter and Ms. Karen Moore both express their interest in being reappointed.
- C. Fire Protection District No. 5:** One (1) unexpired term. Mr. Mark Pitre submits an application and resume for consideration.

7. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. Veteran's Memorial District:** One (1) unexpired term due to a resignation and three (3) expiring terms on 09/17/21.
 - Recreation District No. 3A:** One expired term and one unexpired term due to a resignation.
 - Recreation District No. 6:** One (1) expiring term.
 - Terrebonne Parish Tree Board:** One (1) vacancy due to a resignation.
 - TEDA:** Three (3) expiring terms on 09-09-21. One representing each of the following: Terrebonne Parish Council, Houma Terrebonne Chamber of Commerce, and SCIA South Central Industrial Association.

8. ANNOUNCEMENTS:

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

9. ADJOURN

Category Number:
Item Number:



Wednesday, August 25, 2021

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Wednesday, August 25, 2021

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Wednesday, August 25, 2021

Item Title:

REGULAR SESSION MINUTES, DISTRIBUTE

Item Summary:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON AUGUST 11, 2021.

Category Number:
Item Number:



Wednesday, August 25, 2021

Item Title:

SPECIAL SESSION CONDEMNATION MINUTES APPROVE

Item Summary:

**APPROVE MINUTES OF THE SPECIAL COUNCIL SESSION - CONDEMNATIONS
HELD ON JULY 26, 2021.**

Category Number:
Item Number:



Wednesday, August 25, 2021

Item Title:

REGULAR SESSION MINUTES, APPROVE

Item Summary:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON JULY 28, 2021.

Category Number:
Item Number:



Wednesday, August 25, 2021

Item Title:

Accounts Payable Bill Lists for 8/16/2021 & 8/23/2021

Item Summary:

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 8/16/2021 & 8/23/2021

ATTACHMENTS:

Description

Accounts Payable Bill Lists for 8/16/2021
& 8/23/2021

Upload Date

8/17/2021

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ACCOUNTS PAYABLE BILL LISTS FOR 8/16/2021 & 8/23/2021

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

Signature

August 17, 2021

Date

Category Number:
Item Number:



Wednesday, August 25, 2021

Item Title:

Manual Check Listing-July 2021

Item Summary:

APPROVE THE MANUAL CHECK LISTING -JULY 2021

ATTACHMENTS:

Description

Manual Check Listing-July 2021

Upload Date

8/17/2021

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
MANUAL CHECK LISTING- JULY 2021

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

August 17, 2021

Signature

Date

Category Number: 1.
Item Number: A.



Wednesday, August 25, 2021

Item Title:

St Francis School Commendation

Item Summary:

COMMENDATION: Commending Houma Police Department, Terrebonne Parish Sheriff's Office, Terrebonne Parish District Attorney's Office, City Marshall's Office, the faculty of St. Francis de Sales School, and Public Safety Director Steve Ponville for their actions in response to the August 6, 2021 shooting near St. Francis de Sales School.

ATTACHMENTS:

Description

St_Francis_de_Sales

Upload Date

8/13/2021

Type

Backup Material



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE COMMENDATION

WHEREAS, on Friday, August 6, 2021, Terrebonne Parish local law enforcement agencies were called into action to respond to the report of a shooting near St. Francis de Sales School; and

WHEREAS, the faculty of St. Francis de Sales School also took responsive action to protect the lives of elementary students; and

WHEREAS, understanding the scope of the event, assistance provided by these agencies was crucial in ensuring the safety of the residents of Terrebonne Parish and in securing the perimeter of the active area; and

WHEREAS, through excellent decision-making skills and training the victim was transported to a medical facility for treatment and has been reported to be in stable condition; and

WHEREAS, the Terrebonne Parish Consolidated Government wishes to thank all responding entities for their dedication to the mission of serving and protecting residents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on the behalf of Parish President Gordon E. Dove and the entire Terrebonne Parish Consolidated Government, that the

HOUMA POLICE DEPARTMENT
TERREBONNE PARISH SHERIFF'S OFFICE
TERREBONNE PARISH DISTRICT ATTORNEY'S OFFICE
HOUMA CITY MARSHALL'S OFFICE
FACULTY OF ST. FRANCIS DE SALES SCHOOL
PUBLIC SAFETY DIRECTOR STEVE PONVILLE

are hereby recognized this the 25th day of August 2021.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

CARL HARDING
DISTRICT 2

GERALD MICHEL
DISTRICT 3

JOHN AMEDÉE
DISTRICT 4

JESSICA DOMANGUE
DISTRICT 5

DARRIN W. GUIDRY, SR.
DISTRICT 6

DANIEL BABIN
DISTRICT 7

DIRK J. GUIDRY
DISTRICT 8

STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: B.



Wednesday, August 25, 2021

Item Title:

Junior Theriot

Item Summary:

COMMENDATION: Commemorating the public service of former Ward 10 - Justice of the Peace Junior J. Theriot.

ATTACHMENTS:

Description

Junior Theriot

Upload Date

8/13/2021

Type

Backup Material



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE COMMENDATION

WHEREAS, Mr. Junior Theriot possesses the qualities of a good lawful man with good moral character that was entrusted to “guard” the peace *and*

WHEREAS, Mr. Theriot was elected in 1996 and began his term of office as Justice of the Peace, Ward 10 on January 2, 1997, *and*

WHEREAS, as an elected official, Mr. Theriot officiated weddings, presided over minor civil matters, and minor traffic offenses; *and*

WHEREAS, after twenty-four years of unparalleled service to the citizens of Ward 10, Mr. Theriot retired on June 7, 2021.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on the behalf of Parish President Gordon E. Dove and the entire Terrebonne Parish Consolidated Government, that the

Honorable Junior Theriot

be commended for his dedicated service to the people of Terrebonne Parish and Ward 10 as he enjoys his retirement.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

DANIEL “DANNY” BABIN
COUNCIL VICE CHAIRMAN

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

CARL HARDING
DISTRICT 2

GERALD MICHEL
DISTRICT 3

JOHN AMEDÉE
DISTRICT 4

JESSICA DOMANGUE
DISTRICT 5

DARRIN W. GUIDRY, SR.
DISTRICT 6

DANIEL BABIN
DISTRICT 7

DIRK J. GUIDRY
DISTRICT 8

STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: C.



Wednesday, August 25, 2021

Item Title:

Robert Yogi Naquin Introduction

Item Summary:

Justice of the Peace Ward 1 Robert "Yogi" Naquin wishes to address the Council to explain the process in which the Ward 10 Justice of the Peace vacancy was filled.

ATTACHMENTS:

Description

Executive Summary

Upload Date

8/20/2021

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Robert Yogi Naquin Introduction

PROJECT SUMMARY (200 WORDS OR LESS)
Justice of the Peace Ward 1 Robert "Yogi" Naquin wishes to address the Council to explain the process in which the Ward 10 Justice of the Peace vacancy was filled.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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	<u>7</u>	8	9

DANIEL BABIN

08/04/2021

Signature

Date



Wednesday, August 25, 2021

Item Title:

Kim Champagne appointment as Justice of Peace Ward 10

Item Summary:

Justice of the Peace Ward 10, Kim Champagne, wishes to address the Council regarding her recent appointment.

ATTACHMENTS:

Description

Executive Summary

Upload Date

8/20/2021

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Kim Champagne

PROJECT SUMMARY (200 WORDS OR LESS)
Justice of the Peace Ward 10 Kim Champagne wishes to address the Council regarding her recent appointment.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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

Daniel Babin	08/20/2021
_____	_____
Signature	Date

Category Number: 1.
Item Number: E.



Wednesday, August 25, 2021

Item Title:

S.A.R.A.H. Proclamation

Item Summary:

PROCLAMATION: Proclaiming Saturday, August 28, 2021 as a day to support educating citizens about opioids and encouraging attendance at the annual S.A.R.A.H. Event and Candlelight Vigil.

ATTACHMENTS:

Description

SARAH

Upload Date

8/16/2021

Type

Backup Material



CITY OF HOUMA, LOUISIANA



PARISH OF TERREBONNE

PROCLAMATION

SEEKING ACTION RAISING AWARENESS & HOPE (S.A.R.A.H.)

WHEREAS, the Terrebonne Parish Consolidated Government has annually proclaimed the last Saturday of August as a day to commemorate the S.A.R.A.H Event and Candlelight Vigil; and

WHEREAS, S.A.R.A.H.'s goal is to promote awareness, education, and involvement to remove the stigma placed on those who suffer from addiction and offer the necessary support services for those striving to overcome addiction without judgment; and

WHEREAS, citizens of Terrebonne Parish who have been impacted by the loss of a loved one continue to champion the plight to educate the public on the seriousness of drug addiction and the impact it has on families; and

WHEREAS, while synthetic opioids and methamphetamine drug overdose deaths remain high, the Centers for Disease Control and State governments remain committed to fighting, identifying outbreaks, collecting data, and providing care to those who suffer from drug addiction; and

WHEREAS, collaboration, coordination, and cooperation are essential to successfully preventing opioid overdose deaths.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on the behalf of Parish President Gordon E. Dove and the entire Terrebonne Parish Consolidated Government, that **Saturday, August 28, 2021**, be hereby, proclaimed a day to support educating citizens about opioid addiction and encourage attendance at the annual

S.A.R.A.H. EVENT AND CANDLELIGHT VIGIL

to be held in the Houma-Terrebonne Courthouse Courtyard in Downtown Houma, Louisiana and this proclamation be presented on this the 25th day of August, 2021.

GORDON E. DOVE
PARISH PRESIDENT

DARRIN W. GUIDRY, SR.
COUNCIL CHAIRMAN

JESSICA DOMANGUE
COUNCILWOMAN DISTRICT 5

TERREBONNE PARISH COUNCIL

JOHN NAVY
DISTRICT 1

CARL HARDING
DISTRICT 2

GERALD MICHEL
DISTRICT 3

JOHN AMEDEE
DISTRICT 4

JESSICA DOMANGUE
DISTRICT 5

DARRIN W. GUIDRY, SR.
DISTRICT 6

DANIEL BABIN
DISTRICT 7

DIRK J. GUIDRY
DISTRICT 8

STEVE TROSCLAIR
DISTRICT 9

Category Number: 1.
Item Number: F.



Wednesday, August 25, 2021

Item Title:

Fireworks

Item Summary:

Councilwoman Jessica Domangue: Discussion relative to the sale & use of fireworks.

ATTACHMENTS:

Description

Executive Summary

Upload Date

8/4/2021

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Fireworks

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and possible action regarding fireworks.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

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	

J. Domangue

Signature

08/04/2021

Date



Wednesday, August 25, 2021

Item Title:

Support of Resuming Federal Offshore Leasing in the Gulf of Mexico

Item Summary:

RESOLUTION: In Support of Resuming Federal Offshore Leasing in the Gulf of Mexico.

ATTACHMENTS:

Description

Executive Summary

Resolution

Upload Date

8/20/2021

8/20/2021

Type

Executive Summary

Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Support of resuming Federal offshore leasing in the Gulf of Mexico

PROJECT SUMMARY (200 WORDS OR LESS)

President Biden and Department of Interior Secretary Deb Haaland have caused regularly scheduled lease sales for offshore resources, previously authorized by administrations of both political parties, to be canceled resulting in great uncertainty for the economy, the energy, and the environment of America. It is important for the funding of these conservation, recreation, restoration, and protection efforts that the United States of American Offshore Oil and Gas program continues.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

President Gordon E. Dove and the Terrebonne Parish Council are concerned about the health, safety, welfare, and economic stability (jobs and tax base) of the citizens in Terrebonne Parish.

TOTAL EXPENDITURE

\$0		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
ACTUAL		ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	YES
		IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Gordon E. Dove

8-20-21

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

RESOLUTION: IN SUPPORT OF RESUMING FEDERAL OFFSHORE LEASING IN THE GULF OF MEXICO

WHEREAS, the United States of America Offshore Oil and Gas Program, since its authorization by the Outer Continental Shelf Lands Act (OCSLA), has provided significant energy to help fuel the great economy of America, and

WHEREAS, the United States of America Offshore Oil and Gas Program, has been very effective in helping America achieve energy security and strengthening our National Security, and

WHEREAS, since its inception the United States of America Offshore Oil and Gas Program is responsible for helping to create hundreds of thousands of jobs with a significant economic impact and has generated hundreds of billions in royalty revenue for the United States Treasury, and

WHEREAS, the United States Congress in 2020 permanently funded the Land and Water Conservation Fund at \$900 million per year with wide bipartisan support. Relying solely on earnings from federal offshore oil and gas leasing, the Land and Water Conservation Fund has funded more than \$4 billion worth of projects since its inception in 1965 for purposes of conservation, recreation, restoration and protection of vital national resources, and

WHEREAS, since 2006, more than \$1 billion, funded exclusively by federal offshore lease revenues, has been disbursed to four Gulf energy-producing states through the Gulf of Mexico Energy Security Act to support coastal conservation and restoration projects; hurricane protection programs; and activities to implement marine coastal or conservation management plans, and

WHEREAS, in the most recent conservation legislation, the Great American Outdoors Act, the United States Congress set aside up to \$1.9 billion a year from federal offshore lease revenues for the next five years to repair facilities and infrastructure in our national parks, forests, wildlife refuges and American Indian Schools, and

WHEREAS, it is important for the funding of these conservation, recreation, restoration and protection efforts that the United States of America Offshore Oil and Gas Program continues, and

WHEREAS, the United States of America Offshore Oil and Gas Program has been managed in such a way that it is recognized as an environmentally advantaged energy producer with approximately half (53%) of the carbon intensity per barrel of other producing regions worldwide, and

WHEREAS, United States of America Offshore Energy represents a significant opportunity to help improve the health of our planet due to its low carbon intensity, and

WHEREAS, President Biden and Department of Interior Secretary Deb Haaland have caused regularly scheduled lease sales for offshore resources, previously authorized by administrations of both political parties, to be canceled resulting in great uncertainty for the economy, the energy, and the environment of America, and

WHEREAS, Terry A. Doughty of the United States District Court recently decided in a suit filed by the States of Louisiana, Alabama, Alaska, Arkansas, Georgia, Mississippi, Missouri, Montana, Nebraska, Oklahoma, Texas, Utah and West Virginia that the Executive Branch does not have the legal right to stop leasing Federal territory for Oil and Gas production without approval from Congress, and

WHEREAS, the future production of these oil and gas resources and consequently the funding of conservation, recreation, restoration and protection and further consequently the denial of environmentally advantaged, low carbon intensity barrels of production as a substitution for higher carbon intensity barrels of production from foreign sources; all will be negatively impacted by the continued cancellation of offshore lease sales, and

WHEREAS, Gordon E. Dove, Parish President is concerned about the health, safety, welfare, and economic stability (jobs and tax base) of the citizens of Terrebonne Parish, and

WHEREAS, the Terrebonne Parish Council is concerned about the health, safety, welfare, and economic stability (jobs and tax base) of the citizens of Terrebonne Parish.

NOW THEREFORE BE IT RESOLVED, that Terrebonne Parish Consolidated Government through its Parish President, Gordon E. Dove, and the Terrebonne Parish Council, representing the executive and legislative branches of government in Terrebonne Parish.

_____, pursuant to a meeting on Wednesday, August 25, 2021, petitions President Biden and Secretary Haaland to immediately schedule Lease Sales for the Gulf of Mexico, a historic energy producing province, to assist in producing a larger portfolio of some of the planet's lowest carbon intensity barrels of oil and to assist in producing a larger portfolio of natural gas which can serve the Liquified Natural Gas (LNG) worldwide market; all in an effort to restore confidence, generate economic activity, enhance environmental stewardship, create American jobs, and strengthen national and energy security.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to President Biden, Secretary Haaland, members of the United States Congress, the City and Parish governing authorities within the State of Louisiana, the Louisiana Police Jury Association, the Louisiana Municipal Association, and the National Association of Counties.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this the 25th day of August 2021.

I, SUZETTE THOMAS, 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 Terrebonne Parish Council in Regular Session on August 25, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 25th DAY OF AUGUST 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Wednesday, August 25, 2021

Item Title:

Inland Marine Hull Insurance Policy Add On

Item Summary:

Possible agenda add-on - **RESOLUTION:** Accepting the proposal for Property Insurance for renewal from Hull & Machinery/Protection & Indemnity Insurance to insure the Dulac/Falgout Canal/ Pontoon Bridge.

- 1) Motion to Add-On.
- 2) Call for public comments.
- 3) Vote on the motion to add-on (roll-call unanimous vote required).
- 4) Discussion and possible action on agenda item.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/24/2021	Executive Summary
Resolution	8/24/2021	Resolution
Backup	8/24/2021	Backup Material



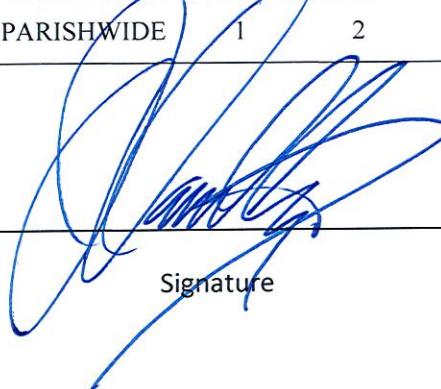
EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
A Resolution accepting the Proposal for Property Insurance for renewal of Hull & Machinery/ Protection & Indemnity Insurance premium to insure the Dulac Falgout Canal Pontoon Bridge.

PROJECT SUMMARY (200 WORDS OR LESS)
<p>WHEREAS, Administration and the Risk Management Department reviewed and analyzed Property Insurance Quote for renewal of Hull & Machinery/ Protection & Indemnity Insurance coverage for Dulac Falgout Canal Pontoon Bridge and submits a recommendation for renewal of Hull & Machinery/ Protection & Indemnity Insurance coverage; and</p> <p>WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Quote for renewal of Hull & Machinery/ Protection & Indemnity Insurance coverage premium become accepted effective for September 7, 2021.</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See Attached.

TOTAL EXPENDITURE									
\$ 43,769.63									
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)									
(ACTUAL)					ESTIMATED				
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)									
N/A	NO	(YES)	IF YES AMOUNT BUDGETED:			\$2,200,000.00			
COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9



Signature

08/24/2021
Date

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Property Insurance Coverage through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department reviewed and analyzed Property Insurance Quotations for Hull and Machinery/ Protection & Indemnity Insurance premium to insure the Dulac Falgout Canal Pontoon Bridge and submits a recommendation for Hull and Machinery/ Protection & Indemnity coverage excluding Terrorism coverage; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Quote for Hull and Machinery/ Protection & Indemnity coverage in the amount of \$43,769.63 excluding Terrorism coverage become accepted effective for September 7, 2021 to September 7, 2022.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Administration and the Risk Management Department is to accept the attached Proposal for Property Insurance coverage for Hull and Machinery/ Protection & Indemnity coverage premium effective for September 7, 2021.



Insurance Proposal
Prepared for:
Terrebonne Parish
Consolidated Government

Presented by:
Rudy Laris Jr., Account Exec.
Laris Insurance Agency, LLC
810 Crescent Ave. P.O. Box 559
Lockport, LA 70374
Phone: (985)532-5576
Fax: (985)532-5001

This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

Claims Management

At **Laris Insurance Agency, LLC**, we take an active role in the management of your claims. Our Service Team is committed to assuring you receive prompt and fair treatment for any claim involving coverage extended by our agency, to you or your company.

Loss Control/Risk Management

A successful Loss Control/Risk Management Program is based on a successful partnership between **Laris Insurance Agency, LLC**, you and your insurance carrier. As a team, all parties must work together to protect you, your business, and your assets and to prevent future loss.

We have the ability to provide you with technical advice, resources, and assistance in developing, improving and monitoring an effective Loss Control/Risk Management program by:

- Reviewing your current Loss Control/Risk Management program;
- Analyzing loss data to identify specific areas which generate the greatest claim frequency;
- Reviewing your current environment and operations, including your physical assets, personnel practices, and organization of management;
- Conducting visits to all locations to develop a risk profile and to define management and insurance carrier responsibilities;
- Developing, improving, and implementing a Loss Control/Risk Management program with a written plan of expectations. (This program will be consistent with your management style and easily implemented);
- Establishing a meeting schedule to review and discuss safety and loss analysis reports with management and/or staff as required by your insurance carrier.

Employee Benefits

Laris Insurance Agency, LLC offers a full range of Employee Benefits that may be tailored to fit the needs of your company. With access to virtually all the major benefit companies in the US, we have the resources; knowledge and experience to help customize your benefits program to include any or all the following:

Medical – Health Care
Dental Coverage
Life Insurance
Long and Short-Term Disability

Laris Insurance Agency, LLC also has the experience to advise and administer either fully insured or partially self-insured plans.

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

**810 Crescent Ave.
Lockport, Louisiana 70374
(985) 532-5576**

**627 E. Admiral Doyle Dr.
Office #6
New Iberia, Louisiana 70560
(337) 364-5514**

**2424 Edenborn Ave. Suite 455
Metairie, Louisiana 70001
(800) 375-6013**

**451 Corporate Dr.
Houma, Louisiana 70360
(800) 375-6013**

**1001 East Service Rd. Hwy 190,
Suite 203
Covington, LA 70433**

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Rudy Laris Jr.
Account Executive
Email: rudyjr@larisinsurance.com

Julie C. Parks
Account Manager
Email: julie@larisinsurance.com

Jackie Comeaux - Certificates
Email: jackie@larisinsurance.com

Reyne Terrebonne - MVRs
Email: reyne@larisinsurance.com

Claude Richardel - Contract Review
Email: claudio@larisinsurance.com

Brenda Bowman
Claims
Email: brenda@larisinsurance.com

Additional Services

Contract Review: Another important service we provide is contract review of insurance requirements, therefore please provide us with copies of all contracts, preferable before you sign them. The scope of our review is to determine if your insurance program addresses the types and amounts of insurance coverage referenced in the contract. We will also identify the significant insurance obligations and advise you if changes are required in your insurance program to meet the insurance obligations of the contract.

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

Named Insured

Named Insured

Name:	Terrebonne Parish Consolidated Government
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Nature of Business

Nature of Business:	Dulac Pontoon Bridge
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Policy Term

Effective/Expiration Date
09/07/2021 - 09/07/2022

This proposal is provided as an overview of your policy. You must refer to the provisions found in your policy for the details of your coverage, terms, conditions and exclusions that apply.

RISK DETAILS

UMR: B0507RH2100035

TYPE: Marine Hull Insurance.

ASSURED: Terrebonne Parish Consolidated Government
And/or subsidiary and/or owning companies as their respective rights and interests may appear.

ADDRESS: 8026 Main St, Suite 520, Houma, Louisiana 70360

PERIOD: Attaching: 7th September 2021 at 00.01 hours Central Standard Time
Expiring: 7th September 2022 at 00.01 hours Central Standard Time

VESSEL: Dulac Pontoon Bridge.
Type: Floating Pontoon Bridge (Barge).

INTEREST: Hull & Machinery and everything connected therewith including Protection and Indemnity.

SUM INSURED: 100% of Agreed Value, being USD 4,225,000.

DEDUCTIBLE: USD 25,000 as per Clause 13 of Institute Port Risk Clauses CL.312 as attached.

TRADING: Inland waters of Louisiana.

CONDITIONS: Institute Port Risk Clauses including Limited Navigation CL.312 (20/7/87) as attached, including Protection and Indemnity as per Clause 10 of Institute Port Risk Clauses CL.312 (20/7/87) as attached.
Additional Assureds and Waivers of Subrogation to be agreed by Agreement Parties hereunder.
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause Cl.370 (10.11.2003) as attached.
Marine Cyber Endorsement LMA5403 (11 November 2019) as attached.
Contracts (Rights of Third Parties) Act 1999 Clarification Clause NMA2852 (30.03.00) as attached.
Sanction Limitation and Exclusion Clause JH2010/009 (29th July 2010) as attached.
U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause LMA 5390 (09/01/2020) as attached.
JHC Communicable Disease Exclusion JHC2020-007A (20 November 2020) as attached.

LOSS PAYEE: Assured or Order.

EXPRESS WARRANTIES: None.
(Other than those that may be expressly contained within the policy conditions, wordings, clauses and in addition to any implied warranties under the law to which this insurance is subject – failure to comply with a warranty will, in normal circumstances, void this insurance policy.)

PF APPROVED	
Unsigned for	PPL Placement

**CHOICE OF LAW &
JURISDICTION:**

In case of any dispute arising out of this insurance, the same shall be governed by and construed in accordance with Louisiana law and practice, jurisdiction subject to Institute Service of Suit Clause (U.S.A.) CL.355A (12.11.2019), as attached.

RATE:

USD 41,745 per annum and pro rata.

Surplus Tax : \$2,024.63

PAYMENT TERMS:

Total without terrorism : \$43,769.63

Plus 5% Additional Premium in respect of US TRIA if accepted.

**TAXES PAYABLE BY
(RE)INSURED AND
ADMINISTERED
BY INSURERS:**

Terrorism Premium \$2,025.00 plus tax \$98.21 = \$2,123.21

Premium Payment Clause L.S.W. 3001 (60 days), as attached.

Brokers and/or Agents Cancellation Clause 507PRF00152A, as attached.

**RECORDING,
TRANSMITTING
& STORING
INFORMATION:**

None.

**INSURER CONTRACT
DOCUMENTATION:**

Where the broker maintains risk and/or claim data /information /documents the broker may hold such data/information/documents electronically.

This document details the contract terms entered into by the insurer (s) and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

INFORMATION

Information Sourced: Laris Insurance Agency email dated XXX

19/20 Information

Vessel details/works:

The timber approaches are approximately 12 years old. The pontoon and mechanical portion of the bridge is 23 months old.

Overall length of the bridge is 325' (Approach 1 is 65', Approach 2 is 80', the pontoon is 180').
The average width is 32'. The average depth is 12'.

Maintenance crew preforms preventative maintenance once a week on the bridge house electrical and plumbing. Preventative maintenance on the winch, barrier, gates, and aprons are preformed monthly by greasing, oiling, and cleaning necessary components. Biennially, they have a contractor do a thorough inspection and in depth maintenance of the hydraulic system.

The bridge crosses over the Houma navigation canal and connects the communities of Dularge and Dulac. It is located north of the Bubba Dove lock and inside the Morganza to the Gulf Levee Sysytem. The bridge is operated by a mechanical pulley system and has an operator 24/7.

20/21 Information

Hurricane Plan:

The bridge is located inside the Morganza to the Gulf Levee Protection System. In the event of tropical Storm the Bubba dove floodgate is closed preventing storm surge from effecting the bridge. The bridge is subsequently closed to marine traffic and locked into place.

No losses above deductible since 2017.

INSTITUTE TIME CLAUSES HULLS

PORT RISKS including LIMITED NAVIGATION

~~This insurance is subject to English law and practice~~

1. NAVIGATION

- 1.1 The vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.
- 1.2 The vessel is held covered in case of deviation or change of voyage, provided notice be given immediately after receipt of advices and any amended terms of cover and any additional premium required be agreed.

2. CONTINUATION

Should the vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

3. TERMINATION

This Clause 3 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

- 3.1 change of the Classification Society of the vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 5 of this insurance or which would be covered by an insurance of the vessel subject to current Institute War and Strikes Clauses Hulls-Time such automatic termination shall only operate should the vessel sail from her next port without the prior approval of the Classification Society,
- 3.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the vessel is in port or at sea.

4. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the policy and the policy with such endorsement is produced before payment of any claim or return of premium thereunder.

5. PERILS

- 5.1 This insurance covers loss of or damage to the subject-matter insured caused by
 - 5.1.1 perils of the seas rivers lakes or other navigable waters
 - 5.1.2 fire lightning explosion
 - 5.1.3 violent theft by persons from outside the vessel
 - 5.1.4 jettison
 - 5.1.5 piracy
 - 5.1.6 breakdown of or accident to nuclear installations or reactors
 - 5.1.7 contact with aircraft or similar objects, or objects falling therefrom, land

conveyance, dock or harbour equipment or installation.

- 5.2 This insurance covers loss of or damage to the subject-matter insured caused by
- 5.2.1 accidents in loading discharging or shifting cargo or fuel
 - 5.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull
 - 5.2.3 negligence of Master Officers Crew or Pilots
 - 5.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder
 - 5.2.5 barratry of Master Officers or Crew,
provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
- 5.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 5 should they hold shares in the vessel.

6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 8, 10, 12 and 14.

7. POLLUTION HAZARD

This insurance covers loss of or damage to the vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the vessel.

8. COLLISION LIABILITY

- 8.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for
- 8.1.1 loss of or damage to any other vessel or property on any other vessel
 - 8.1.2 delay to or loss of use of any such other vessel or property thereon
 - 8.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon,
- where such payment by the Assured is in consequence of the vessel hereby insured coming into collision with any other vessel.
- 8.2 The indemnity provided by this Clause 8 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:
- 8.2.1 Where the insured vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 8 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
 - 8.2.2 In no case shall the Underwriters' total liability under Clauses 8.1 and 8.2 exceed their proportionate part of the insured value of the vessel hereby insured in respect of any one such collision.
- 8.3 The Underwriters will also pay the legal costs incurred by the Assured or which the

Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

EXCLUSIONS

- 8.4 Provided always that this Clause 8 shall in no case extend to any sum which the Assured shall pay for or in respect of
- 8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
 - 8.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
 - 8.4.3 the cargo or other property on, or the engagements of, the insured vessel
 - 8.4.4 loss of life, personal injury or illness
 - 8.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels).

9. SISTERSHIP

Should the vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

10. PROTECTION AND INDEMNITY

- 10.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:
- 10.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 8
 - 10.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the vessel, or any neglect or failure to raise, remove, or destroy the same
 - 10.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading
 - 10.1.4 loss of life, personal injury, illness or payments made for life salvage
 - 10.1.5 liability under Clause I(a) of the current Lloyd's Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement.
- 10.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:
- 10.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the vessel sick or injured persons or stowaways, refugees, or persons saved at sea
 - 10.2.2 additional expenses brought about by the outbreak of infectious disease on board the vessel or ashore
 - 10.2.3 fines imposed on the vessel, on the Assured, or on any Master Officer crew

member or agent of the vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

- 10.2.4 the expenses of the removal of the wreck of the vessel from any place owned, leased or occupied by the Assured
- 10.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

EXCLUSIONS

- 10.3 Notwithstanding the provisions of Clauses 10.1 and 10.2 this Clause 10 does not cover any liability cost or expense arising in respect of:
 - 10.3.1 any direct or indirect payment by the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the vessel or her cargo, materials or repairs
 - 10.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement
 - 10.3.3 punitive or exemplary damages, however described
 - 10.3.4 cargo or other property carried, to be carried or which has been carried on board the vessel but this Clause 10.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the vessel
 - 10.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the vessel
 - 10.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the vessel and which is owned or leased by the Assured
 - 10.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the vessel, or non-essential personal effects of any Master, Officer or crew member
 - 10.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the vessel while awaiting a substitute for any Master, Officer or crew member
 - 10.3.9 fines or penalties arising from overloading or illegal fishing
 - 10.3.10 pollution or contamination of any real or personal property or thing whatsoever (This Clause 10.3.10 shall not exclude any amount recoverable under Clause 10.1.5)
 - 10.3.11 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable under Clauses 8, 12 and 14 by reason of the agreed value and/or the amount insured in respect of the vessel being inadequate.
- 10.4 The indemnity provided by this Clause 10 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.
- 10.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 10 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.
- 10.6 In no case shall the Underwriters' liability under this Clause 10 in respect of each separate accident or occurrence or series of accidents arising out of the same event,

exceed their proportionate part of the insured value of the vessel.

10.7 PROVIDED ALWAYS THAT

- 10.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 10 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 10.
- 10.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 10 without the prior written consent of the Underwriters.

11. NOTICE OF CLAIM AND TENDERS

- 11.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.
- 11.2 The Underwriters shall be entitled to decide the port to which the vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.
- 11.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the vessel. Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the despatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Underwriters' approval.
- Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.
- Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.
- 11.4 In the event of failure to comply with the conditions of this Clause 11, a deduction of 15% shall be made from the amount of the ascertained claim.

12. GENERAL AVERAGE AND SALVAGE

- 12.1 This insurance covers the vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.
- 12.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.
- 12.3 When the vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.
- 12.4 No claim under this Clause 12 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

13. DEDUCTIBLE

- 13.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 8, 10, 12 and 14) exceeds {Response} in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 13.1 shall not apply to a claim for total or constructive total loss of the vessel or, in the event of such a claim, to any associated claim under Clause 14 arising from the same accident or occurrence.
- 13.2 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.
- 13.3 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

14. DUTY OF ASSURED (SUE AND LABOUR)

- 14.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.
- 14.2 Subject to the provisions below and to Clause 13 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 14.5) collision defence or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 10 are not recoverable under this Clause 14.
- 14.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 14.4 When expenses are incurred pursuant to this Clause 14 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the vessel as stated herein, or to the sound value of the vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.
- 14.5 When a claim for total loss of the vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the vessel; but if the vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.
- 14.6 The sum recoverable under this Clause 14 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the vessel.

15. NEW FOR OLD

Claims payable without deduction new for old.

16. BOTTOM TREATMENT

In no case shall a claim be allowed in respect of scraping gritblasting and/or other surface preparation or painting of the vessel's bottom except that

- 16.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,
- 16.2 gritblasting and/or other surface preparation of:
 - the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs,
 - areas of plating damaged during the course of fairing, either in place or ashore,
- 16.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 16.1 and 16.2 above,

shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

17. WAGES AND MAINTENANCE

No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the vessel, with the agreement of the Underwriters, from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the vessel is under way.

18. AGENCY COMMISSION

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

19. UNREPAIRED DAMAGE

- 19.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.
- 19.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.
- 19.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

20. CONSTRUCTIVE TOTAL LOSS

- 20.1 In ascertaining whether the vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.
- 20.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

21. FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

22. DISBURSEMENTS WARRANTY

- 22.1 Additional insurances as follows are permitted
 - 22.1.1 *Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery.* A sum not exceeding 25% of the value stated herein.

- 22.1.2 *Freight, Chartered Freight or Anticipated Freight, insured for time.* A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 22.1.1.
- 22.1.3 *Freight or Hire, under contracts for voyage.* A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 22.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.
- 22.1.4 *Anticipated Freight if the vessel sails in ballast and not under Charter.* A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 22.1.2 to be taken into account and only the excess thereof may be insured.
- 22.1.5 *Time Charter Hire or Charter Hire for Series of Voyages.* A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 22.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under 22.1.2 and 22.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.
- 22.1.6 *Premiums.* A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.
- 22.1.7 *Returns of Premium.* A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the vessel whether by insured perils or otherwise.
- 22.1.8 *Insurance irrespective of amount against:*
Any risks excluded by Clauses 6, 24, 25, 26 and 27.
- 22.2 Warranted that no insurance on any interests enumerated in the foregoing 22.1.1 to 22.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

23. RETURNS FOR CANCELLATION

To return pro rata monthly net for each uncommenced month if this insurance be cancelled either by agreement or by the operation of Clause 3 provided that a total loss of the vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

24. WAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 24.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 24.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 24.3 derelict mines torpedoes bombs or other derelict weapons of war.

25. STRIKES EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 25.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 25.2 any terrorist or any person acting from a political motive.

26. MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

- 26.1 the detonation of an explosive
 - 26.2 any weapon of war
- and caused by any person acting maliciously or from a political motive.

27. NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

20/7/87

CL312

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-
CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

10/11/2003

CL.370

MARINE CYBER ENDORSEMENT

- 1 Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

30/03/00
NMA2852

JH2010/009
29th July 2010

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED
NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390
09 January 2020__

JHC COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.
- 2.1 "Communicable Disease Loss" shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being
 - a) a Communicable Disease, and/or
 - b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or
 - c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
 - d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entityregardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.
- 2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2.1 (c) above.
- 2.3 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d) for the purposes of a loss event first affecting a vessel, conveyance, rig or platform during a voyage undertaken as a consequence of a diversion, a prior recommendation, decision or measure by whomsoever taken to divert that vessel from an earlier loading or discharge or other destination shall not constitute an Excluded Circumstance solely by reason of that diversion having been made for the reasons set out in 2.1 (c) above.
- 2.4 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), where loss, damage or liability have first been incurred in circumstances which are not excluded under 2.1 (a) to (d) above, increased expense or increased liability for expense shall not be excluded notwithstanding that increase may have been incurred for the reasons set out in 2.1(c) above.
3. "Communicable Disease" shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:
 - a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and
 - c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

- 4.1 The Infected Individual Exception shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined in 2.1 (c) or 2.1 (d) above.
- 4.2 Where those conditions are met, the fact or possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease or from any Circumstance as defined in Clause 2.1 (c) or (d) consequent on that individual's actions or decisions.
- 4.3 For the purposes of this Exception, the Infected Individual need not be physically present on or in an interest affected by the loss event, provided that his or her actions or decisions causing or contributing to the loss event and affecting that interest, directly or indirectly, were of a kind which, when not impaired or affected, would fall within the ordinary course of his or her employment.
5. Loss, damage, liability and expense arising solely out of a loss event otherwise reinsured under this (re)insurance and not excluded thereby nor excluded pursuant to this Clause remain covered in accordance with the terms and conditions thereof.

JH2020-007A
20th November 2020

INSTITUTE SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

- (a) It is further agreed that the Assured may serve process upon any senior partner in the firm of:

**Lloyd's America, Inc
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017**

and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

- (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.
- (c) The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.
- (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

If this clause is attached to a contract of reinsurance the terms insurance and Assured shall mean reinsurance and Reassured respectively.

CL355A

12 November 2019

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001
September 2008

BROKERS AND/OR AGENTS CANCELLATION CLAUSE

It is hereby agreed between the Underwriters and the Assured that in the event of the Assured, or their agents on whose instructions this insurance may have been effected, failing to pay PRICE FORBES & PARTNERS LIMITED the premium or any instalment thereof on the date due, the Underwriters hereby agree to cancel this insurance on presentation, at the request of Brokers and to return any premium payable thereon as may be required.

Subject to FIFTEEN (15) days notice in writing being given to the Assured or their agents.

507PRF00152A

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 21 June 2007

ORDER HEREON: 100% of 100% of Sum Insured.

**BASIS OF WRITTEN
LINES:** Percentage of Whole.

**SIGNING
PROVISIONS:** In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES: In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the slip leader. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

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MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

- a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b. a unique authorisation provided via a secure electronic trading platform
- c. a timed and dated authorisation provided via an electronic message/system;
- d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

Category Number: 2.
Item Number: A.



Wednesday, August 25, 2021

Item Title:

Update on Drainage Pump Stations, Generators, and other projects

Item Summary:

Update on Drainage Pump Stations, Generators, and other projects.

ATTACHMENTS:

Description

Report

Upload Date

8/25/2021

Type

Report

August 23, 2021, Pump & Drainage Report

Highlighted areas are new information from last report.
(200) of (201) pumps are fully functional – 99.5% efficiency.

Westside Blvd. @ St. Louis Canal Road – (1) 30” Diesel/Electric over Hydraulic Pump

1. E3 has completed building and installation of the Variable Frequency Drive (VFD) panel.
2. Shockwave has breaker panels purchased and are ready to install once we are ready for them.
3. Sump has been sandblasted, primed and painted. The sump is ready for installation.
 - a. Sump has been installed.
 - b. Culverts and flap gates have been installed.
 - c. Servitude has been signed and the contractor is on site.
 - d. Servitude has been cleared and the ditch has been widened to accommodate more water.
 - e. The pump has been installed.
 - f. The discharge elbow, flange & PVC pipe has been fused and installed.
 - g. Contractor completed the limestone access road and pad to accommodate the drive unit and electrical equipment.
 - h. Contractor has installed the electrical panels and Entergy has been contacted to set the new pole and connect the power. Scheduled for August 4, 2021, (Awaiting availability for second crew).
 - i. Awaiting Blouin Fencing to put up fence around site.
 - j. Entergy is on site today, August 10, 2021, should be completed tomorrow with the electrical hookup. Shockwave Electric will be testing all electrical functions as soon as Entergy completes their connection and testing.
 - k. Entergy has completed their installation. E3 has commissioned the Variable Frequency Drive and the station is in fully automatic operation; both diesel and electric.
 - l. Fencing contractor has visited the site and one-call has been established. Fencing has been ordered.

PP-01 Enterprise Marine/Menard Road Pump Station - One (1) 24” Electric-Diesel over Hydraulic

1. Pump drive unit caught fire.
2. The cause of the fire is unknown at this time. Pump and drive unit has been pulled and a temporary unit was put in its place.
3. We have filed a claim with insurance for replacement costs.
4. **Temporary pump installed until permanent pump is repaired.**
5. Claim has been paid and the diesel/electric over hydraulic drive unit has been shipped to MWI to be refurbished.

6. The pump end with the hydraulic motor and impeller has been repaired locally.
7. MWI has received the HPU and will send the findings and repair estimate this week.
8. MWI has been issued the approval for repair of the fire damaged 24" Electric-Diesel Unit. The unit will be returned with new Variable Frequency Drive installed.

D-10 Mayfield (Four Point Road)* - Two (2) 36" Diesel

1. Norman Porche' crew has pump No. 2 at the south campus for repairs. A new shaft, bearings and impeller are being installed this week as well as sandblasting and coating of the pump housing. Estimated return to service 8/31/2021.

D-13 Industrial Pump Station – One (1) 48" Diesel & Three (3) 36" Diesel -100% operational

2. Contractor is scheduled to build the Western Levee to complete this job.
3. Delayed due to weather, primarily the heavy rains we have been experiencing.
4. Will contact Contractor to set a priority.
5. Dirt will be delivered from the Bayou Lacarpe project and will start as soon as weather permits.
6. Plans are in place to procure land and build a retention pond just across Industrial Blvd from the pump station.
7. Norris & Boudreaux will be replacing the capping on the western levee. Dirt will be procured from the Bayou Lacarpe project. Hauling will begin as soon as weather allows.

D-20 Gouaux Ave. Pump Station (New) 1-42" Hydraulic Pump

- 1) TPCG's Maintenance Contractor has completed the access road to the pump site.
- 2) Road starts at Suthon Avenue and will follow the edge of the borrow canal to the retention pond at the end of Gouaux Avenue.
- 3) Sheet piles have been brought to Cajun Cutters to be coated.
- 4) Work is in progress.
- 5) Crane and pile driving equipment is on site and sheet pile installation has begun. Pile installation scheduled to be completed later this week.
- 6) Contractor will be pouring the concrete sump (August 11, 2021) which will put the project at 50% completion.
- 7) Concrete sump is complete. Contractor is working on interior bracing, trash screen and capping. Discharge pipe has been delivered to the site. Project is 70% complete.

Montegut Levee Lift

1. TLCD is giving us the dirt from their pits on Aragon Road.
2. TPCG trucks are hauling to Recreation Drive stockpile site.
3. TPCG's Maintenance Contractor is hauling and placing on the levee.
4. TPCG's contractor is on site.
5. This project is ongoing currently on hold due to other project needs.

Telemetry / Scada Program

1. Scada Panels have been installed at the Valhi Site 1 and South Ellendale Addendum 1 pump Stations.
 - a. This is approximately 60% complete.
 - b. Once complete Valhi Sites 1,2&3 Ellendale Estates Addendum #1 and the Savanne Rifle Range Pumps will be online.
 - c. This will be a total of 5 additional locations added to the telemetry system.
 - d. This project delayed due to weather but is in progress.
2. TPCG Telemetry Lab has designed a two (2) pump SCADA panel and has started the construction of the first test panel. It is 75% complete and is on schedule.

Savanne Road Phase III Levee Project (from Deputy Milton Theriot Court west to the Pipeline Crossing over Savanne Road)

1. Levee alignment has been surveyed.
2. Right of way land for new levee is 90% cleared.
3. Contractor is mobilized and has scheduled to remove downed trees from the project and to proceed with excavation and the construction of the small "potato" levee.
4. No Change / Delays due to weather and other project demands.

Portable Pumps to assist with backwater flooding issue.

1. Installed three (3) portable Pumps at Elliot Jones.
 - a. One (1) 24" @ 20,000 GPM
 - b. Two (2) 30" @ 30,000 GPM80,000 GPM TOTAL
2. The three (3) portable pumps have been taken off rent and returned the Associated Pump. We recovered 2009 gallons of diesel and the fuel tanks will be removed this week. This was at the request of Sealevel, the contractor for the new Elliot-Jones Pump Station to begin the project.
3. Four (4) portable pumps placed on Savanne road East and West to prevent road flooding.

All emergency generators are fully operable and are checked and run daily.

1. No issues to report.

Category Number: 3.
Item Number: A.



Wednesday, August 25, 2021

Item Title:

Public Wishing To Address The Council

Item Summary:

As per speaker cards.

Category Number:
Item Number: A.



Wednesday, August 25, 2021

Item Title:

Parking Fees

Item Summary:

An ordinance to amend Sections 18-291 and 18-286 of the Terrebonne Parish Code to provide pricing for network-based parking services in accordance with Terrebonne Parish Code Section 2-103.

1. Consider adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	7/7/2021	Executive Summary
Ordinance	7/7/2021	Ordinance
Backup	7/7/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
An ordinance to amend sections 18-291 and 18-286 of the Terrebonne Parish code to provide pricing for network-based parking services in accordance with Terrebonne Parish code section 2-103.

PROJECT SUMMARY (200 WORDS OR LESS)
The public made it known during and in the survey comments following 2019's Downtown Demonstration Day that a more reliable, attractive and efficient means of paid parking should be explored downtown and on March 22, 2021, the Parish Council adopted Resolution No. 21-121 to allow Parish President Gordon E. Dove to negotiate and execute an agreement with Parkmobile, LLC for a computerized network-based software application that provides parking services for motorists in the downtown Houma area. This ordinance will amend the applicable section of the code to implement these items.

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

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

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

_____s/Chris Pulaski

Signature

7/7/2021

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTIONS 18-291 AND 18-286 OF THE
TERREBONNE PARISH CODE TO PROVIDE PRICING FOR
NETWORK-BASED PARKING SERVICES IN ACCORDANCE WITH
TERREBONNE PARISH CODE SECTION 2-103.**

WHEREAS, the public made it known during and in the survey comments following 2019's Downtown Demonstration Day that a more reliable, attractive and efficient means of paid parking should be explored downtown; and

WHEREAS, on March 22, 2021, the Parish Council adopted Resolution No. 21-121 to allow Parish President Gordon E. Dove to negotiate and execute an agreement with Parkmobile, LLC for a computerized network-based software application that provides parking services for motorists in the downtown Houma area; and

WHEREAS, additional fees are required for the administering and utilization of the computerized network-based software application; and

WHEREAS, the cost of parking by utilizing manual, coin-operated parking meters in downtown Houma is currently twenty-five cents (\$0.25) per hour; and

WHEREAS, Section 2-103 of the Terrebonne Parish Code requires any proposal to establish a fee or charge for a public service, when the establishment of such fee or charge does not require voter approval, be by ordinance following public notice and a public hearing:

SECTION I

THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Section 18-291 of the Terrebonne Parish Code is hereby amended to read as follows, with strikethroughs indicating deletions and underlined text indicating insertions:

Sec. 18-291. - Deposit of coins required; digital and network-based parking services

a) Coin-Operated Parking Meters

There shall be placed in parking meters, between the hours of 8:00 a.m. and 5:00 p.m. CST, the proper amount of United States coins as indicated on such meters and the charge for parking shall be twenty-five cents (\$0.25) per hour. No charge shall be made for parking in such metered zones on Sundays or on the following holidays: January first, New Year's Day; Mardi Gras; Good Friday; the last Monday in May, National Memorial Day; July Fourth, Independence Day; the first Monday in September, Labor Day; November first, All Saints' Day; November eleventh, Armistice Day; the fourth Thursday in November, Thanksgiving Day; and December twenty-fifth, Christmas Day.

b) Computerized Network-based Software Application Parking Services

Payment is required for parking in metered zones between the hours of 8:00 a.m. and 5:00 p.m. CST. Motorists may utilize an available computerized network-based software application to pay for parking in metered zones. No charge shall apply for parking in such metered zones on Sundays or on the following holidays: January first, New Year's Day; Mardi Gras; Good Friday; the last Monday in May, National Memorial Day; July Fourth, Independence Day; the first Monday in September, Labor Day; November first, All Saints' Day; November eleventh, Armistice Day; the fourth Thursday in November, Thanksgiving Day; and December twenty-fifth, Christmas Day.

For use of network-based parking services, the following fees shall apply:

(1) A User Fee of thirty-five cents (\$0.35) per transaction; and

- (2) A Parking Charge of twenty-five cents (\$0.25) per hour; and
- (3) A Transactional Fee of fifteen cents (\$0.15) plus three percent (3%) of the Parking Charge per transaction.

SECTION II

Section 18-286 of the Terrebonne Parish Code is hereby amended to read as follows, with strikethroughs indicating deletions and underlined text indicating insertions:

Sec. 18-286. - Definitions.

- (a) The word "vehicle" as used in this division shall mean any device by which any person or property may be transported upon a highway or public street, except those operated upon rails or tracks.
- (b) The word "transaction" as used in Section 18-291 of this Division shall mean a process between the user and the computerized network-based software application Parking Service provider, or another network-based software for parking services, whereby charges are incurred and payment is rendered for the use of a parking space for a designated period of time.

SECTION III

To the extent applicable, the Council Clerk shall cause all necessary notices and publications to occur with respect to the subject ordinance. In accordance with Section 2-103 of the Terrebonne Parish Code, this ordinance was presented to the council at least one (1) month in advance of today's date. In addition to the established ordinance procedure, the council has caused notice of the proposed fee or charge to be advertised at least three (3) times within a two-week period prior to holding public hearing on this matter.

SECTION IV

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 V

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13 of the Home Rule Charter for the Consolidated Government for Terrebonne Parish, whichever occurs sooner. The amendments enacted hereinabove shall take effect as provided in Section 1-9 of the Terrebonne Parish Code.

This ordinance, having been introduced and laid on the table for at least one month, 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 July, 2021.

DARRIN GUIDRY, CHAIR
TERREBONNE PARISH COUNCIL

SUZETTE A. THOMAS
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:

* * * * *

DARRIN W. GUIDRY, SR., CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DANIEL BABIN, VICE-CHAIRMAN

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

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
suthomas@tpcg.org www.tpcg.org

March 26, 2021

MEMO TO: Chris Pulaski
Planning & Zoning Director

FROM: Suzette Thomas
Council Clerk

RE: **Parkmobile Service in Downtown Houma**

Attached is an original certified copy of Resolution No. 21-121 which authorizes Parish President Gordon E. Dove to negotiate and execute an agreement with Parkmobile to provide a web-base parking service option for the downtown area.

By copy of this memo, the appropriate staff members are being advised of this action. Should you have any questions regarding this matter, feel free to contact me.

/st

Attachments

cc: Ms. Kandace Mauldin, Chief Financial Officer
Mrs. Kayla Dupre, Comptroller
Mrs. Leilani Adams, Parish President's Secretary
Council Reading File

OFFERED BY: MS. J. DOMANGUE
SECONDED BY: MR. C. HARDING

RESOLUTION NO. 21-121

A proposed Resolution authorizing the Parish President to negotiate and execute an agreement with Parkmobile to provide a web-based parking service option as an additional convenience for motorists in the downtown area subject to all Legal Dept review and Council approvals.

WHEREAS, the public made it known during and in the survey comments following 2019's Downtown Demonstration Day that a more reliable, attractive and efficient means of paid parking be explored downtown; and

WHEREAS, the mobile app will allow those visitors who choose to utilize it a more convenient option to pay; and

WHEREAS, the service will result in a more reliable, efficient, and effective paid parking system that will not only provide more options and convenience for the visitors but will also allow for a more efficient means of enforcement and collection; and

NOW, THEREFORE, BE IT RESOLVED that the Parish President is hereby authorized to negotiate and execute the necessary agreement for the associated Parkmobile service subject to the agreement and related fees Legal Dept review and Council approvals.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding and G. Michel.

NAYS: None.

NOT VOTING: None.

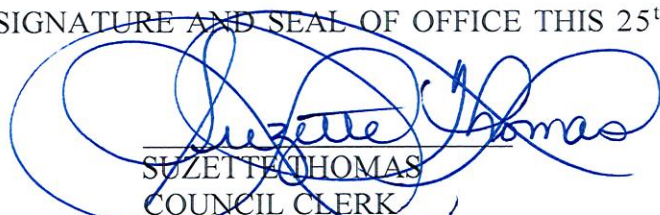
ABSTAINING: None.

ABSENT: None.

The Chairman declared the resolution adopted on this the 22nd day of March 2021.

I, SUZETTE THOMAS, 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 March 22, 2021 and subsequently ratified by the Assembled Council in Regular Session on March 24, 2021 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 25th DAY OF MARCH 2021.


SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



**EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)**

PROJECT TITLE
Parkmobile Service in Downtown Houma

PROJECT SUMMARY (200 WORDS OR LESS)
A proposed Resolution authorizing the Parish President to negotiate and execute an agreement with Parkmobile to provide a web-based parking service option as an additional convenience for motorists in the downtown area subject to all Legal Dept review and Council approvals. The app-based parking service would not result in an increase to the hourly rate and is not intended to replace the existing parking meters. There will be an additional convenience charge that the provider requires to cover the transaction fees. These fees are still being negotiated and will be identified in the pending agreement which is also subject to Parish Legal Department approval and the Council's approval of the fee amount and software costs which will be presented under a future agenda item and will require a 30 day holdover for a public hearing.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The mobile app will allow those visitors who choose to utilize it a more convenient option to pay and especially as it relates to adding additional time without having to walk back to the meter. The Parish is also currently exploring means to systematically replace the aged meters over a period of time. Both efforts will result in a more reliable, efficient, and effective paid parking system that will not only provide more options and convenience for the visitors but will also allow for a more efficient means of enforcement and collection.

TOTAL EXPENDITURE			
\$0.00			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:

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

Christopher Pulaski
Christopher Pulaski, PLA
Planning & Zoning Director

March 18, 2021
Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A proposed Resolution authorizing the Parish President to negotiate and execute an agreement with Parkmobile to provide a web-based parking service option as an additional convenience for motorists in the downtown area subject to all Legal Dept review and Council approvals.

WHEREAS, the public made it known during and in the survey comments following 2019's Downtown Demonstration Day that a more reliable, attractive and efficient means of paid parking be explored downtown; and

WHEREAS, the mobile app will allow those visitors who choose to utilize it a more convenient option to pay; and

WHEREAS, the service will result in a more reliable, efficient, and effective paid parking system that will not only provide more options and convenience for the visitors but will also allow for a more efficient means of enforcement and collection; and

NOW, THEREFORE, BE IT RESOLVED that the Parish President is hereby authorized to negotiate and execute the necessary agreement for the associated Parkmobile service subject to the agreement and related fees Legal Dept review and Council approvals.

THERE WAS RECORDED:
YEAS:
NAYS:
ABSTAINING:
NOT VOTING:
ABSENT:

* * * * *

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MEMORANDUM

To: Hon. Gordon E. Dove
Parish President

From: Chris Pulaski, Director
Planning & Zoning Department

Date: March 18, 2021

Re: Parkmobile Service Downtown

Parish Staff, HPD, and Legal Department have been in discussions with Parkmobile to provide a more convenient option for those choosing to park in one of the metered spaces downtown. This is a mobile app service that users will have on their mobile device (cell phone) and can pay and renew the meter without having to go back and forth. The hourly rate of 25 cents will remain, but there will be a convenience charge to cover Parkmobile and bank transaction fees. This will not replace the meters. People would still be able to pay using coins if they so choose. We are also looking at options to replace the aging meters with modern kiosks, but that will be a separate contract and vendor. The agreement with Parkmobile including the fees is still in Legal review (both sides) and the fees and charges will need to be presented to the Council at a later date for public hearing before approval. This item is a resolution to authorize the Parish President to negotiate the agreement with the intent to execute once all Legal and Council approvals are in place.

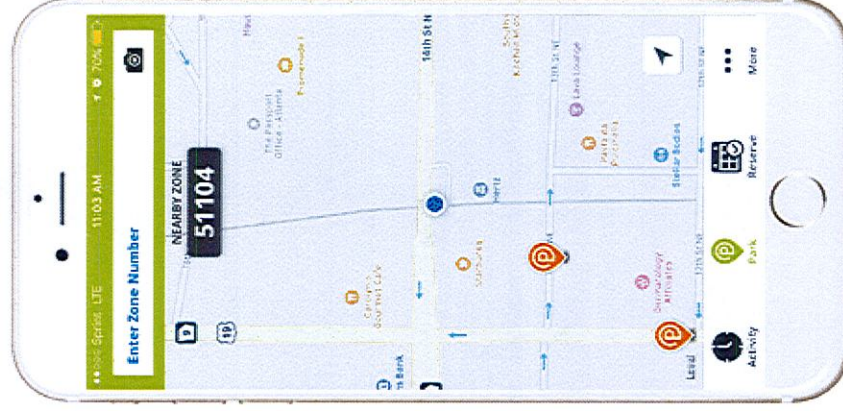
Please feel free to contact me at (985) 873-6569 or at cpulaski@tpcg.org with any questions concerning this matter.



Parkmobile

How To Pay with Parkmobile

1



Once registered, enter in Zone# located on stickers & signs on the meters or choose from nearby zones shown

2



Choose your parking duration (varies by location)

3



Confirm your information, including Location, License Plate, time, & cost

4



A ticker will show up counting down your time remaining, & in some locations, you may extend your session remotely



Wednesday, August 25, 2021

Item Title:

Rezone from OL to C-3, 807, 815, 831, 901, 907; Brees Dr, 108 & 109; Fleur De Lis Dr, 108 & 109

Item Summary:

An ordinance to amend the zoning map of the Parish of Terrebonne so as to rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Drive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant.

1. Consider adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Rezone from OL to C-3, 807, 815, 831, 901, 907; Brees Dr, 108 & 109; Fleur De Lis Dr, 108 & 109	6/25/2021	Executive Summary
Rezone from OL to C-3, 807, 815, 831, 901, 907; Brees Dr, 108 & 109; Fleur De Lis Dr, 108 & 109	6/25/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Drive; 108 & 109 Fleur De Lis Drive

PROJECT SUMMARY (200 WORDS OR LESS)

Rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Drive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; The Houma-Terrebonne Regional Planning Commission has **recommended approval** of the rezone request.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

A Resolution giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to Rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Drive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; and calling a Public Hearing on said matter for Wednesday, August 25, 2021 at 6:30 p.m.

TOTAL EXPENDITURE

n/a

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

☒ N/A

☐ NO

☐ YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

☒ 1

☐ 2

☐ 3

☐ 4

☐ 5

☐ 6

☐ 7

☐ 8

☐ 9

Handwritten signature of Chris Dep in blue ink.

Signature

Handwritten date 6/25/21 in blue ink.

Date



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Department of Planning & Zoning

MEMORANDUM

TO: Mr. Mike Toups, Parish Manager
Terrebonne Parish Consolidated Government

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

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

DATE: June 24, 2021

SUBJECT: Item for Parish Council Consideration
Application for Zoning Map Amendment
Rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Dive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant

It is respectfully requested that the following item be placed on the next Community Development and Planning Committee meeting agenda for consideration:

- A Resolution giving notice of intent to adopt an ordinance to amend the zoning map of the Parish of Terrebonne so as to rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Dive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana; Terrebonne Parish Consolidated Government, applicant; and calling a Public Hearing on said matter for Wednesday, August 25, 2021 at 6:30 p.m.

The Houma-Terrebonne Regional Planning Commission, convening as the Zoning & Land Use Commission, at its meeting of June 17, 2021, voted to recommend *approval* of this request to the Parish Council. Please find attached the following documents:

- Proposed Resolution;
- Proposed Ordinance;
- Vicinity map / Plat depicting property in question;
- Staff Recommendation

If you have any questions, or require additional information in this matter, please advise.

Attachments

cc: Councilman Darrin Guidry, *Chairman*
Councilman John Navy, *District 1*
Suzette Thomas, *Council Clerk*
Council Reading File
Correspondence File

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION GIVING NOTICE OF INTENT TO ADOPT AN ORDINANCE TO AMEND THE ZONING MAP OF THE PARISH OF TERREBONNE SO AS TO REZONE FROM OL (OPEN LAND) TO C-3 (NEIGHBORHOOD COMMERCIAL DISTRICT); 807, 815, 831, 901, 907 EAST STREET; 108 & 109 BRES DRIVE; 108 & 109 FLEUR DE LIS DRIVE; HOUMA, TERREBONNE PARISH, LOUISIANA; TERREBONNE PARISH CONSOLIDATED GOVERNMENT, APPLICANT; AND CALLING A PUBLIC HEARING ON SAID MATTER FOR WEDNESDAY, AUGUST 25, 2021 AT 6:30 P.M.

BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), that notice be hereby given to adopt an ordinance to amend the Zoning Map of the Parish of Terrebonne so as to rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Dive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana; and

NOW, THEREFORE, BE IT RESOLVED that a public hearing be called on said matter for Wednesday, August 25, 2021 at 6:30 p.m.

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

_____The Chairman declared this resolution ADOPTED/NOT ADOPTED on this, the _____ day of _____, 2021.

DARRIN GUIDRY, CHAIRMAN
TERREBONNE PARISH COUNCIL

I, SUZETTE THOMAS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2021 and subsequently ratified by the Assembled Council in Regular Session on _____, 2021, at which meeting a quorum was present.

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING MAP OF THE PARISH OF TERREBONNE SO AS TO REZONE FROM OL (OPEN LAND) TO C-3 (NEIGHBORHOOD COMMERCIAL DISTRICT); 807, 815, 831, 901, 907 EAST STREET; 108 & 109 BREES DRIVE; 108 & 109 FLEUR DE LIS DRIVE, HOUMA, TERREBONNE PARISH, LOUISIANA; TERREBONNE PARISH CONSOLIDATED GOVERNMENT, APPLICANT.

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby declares that it has adopted a resolution giving notice of intent to adopt the following ordinance hereto; and

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, has conducted a public hearing on Wednesday, August 25, 2021; and

WHEREAS, after considering all comments received, if any, the following action is hereby taken.

NOW, THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Zoning Map of the Parish of Terrebonne be hereby amended so as to rezone from OL (Open Land) to C-3 (Neighborhood Commercial District), 807, 815, 831, 901, 907 East Street; 108 & 109 Brees Dive; 108 & 109 Fleur De Lis Drive, Houma, Terrebonne Parish, Louisiana.

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

THERE WAS RECORDED:

YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

The Chairman declared this ordinance ADOPTED/NOT ADOPTED on this, the ____ day of _____, 2021.

DARRIN GUIDRY, CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

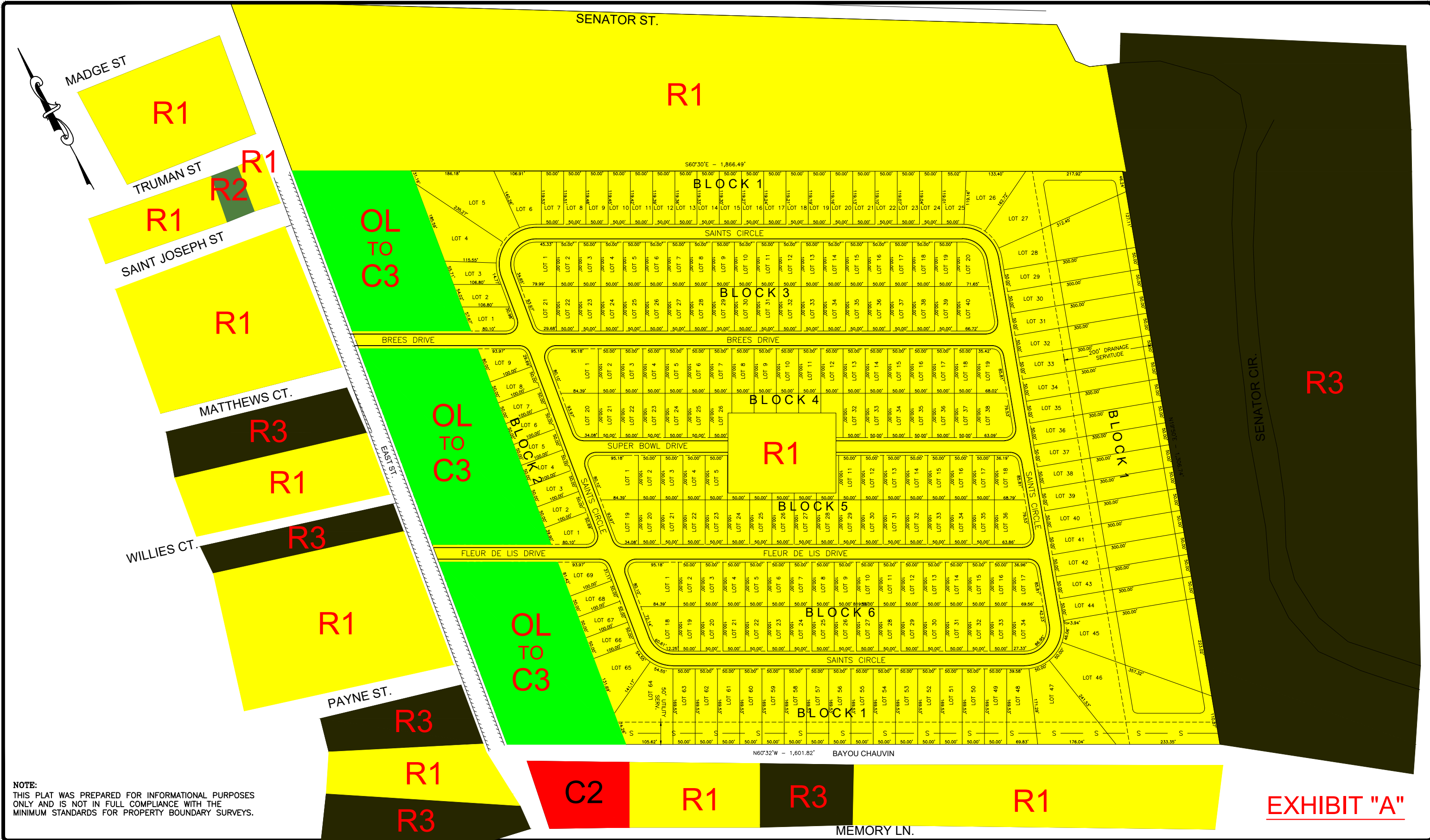
Date and Time Returned to Council Clerk:

* * * * *

I, SUZETTE THOMAS, 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 _____, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



PROJECT NO: 10-047	DATE	DESCRIPTION	BY	SCALE: 200' 100' 0 200' 400' 600'	DAVID A. WAITZ ENGINEERING AND SURVEYING, INC. Civil Engineers & Professional Land Surveyors Thibodaux, Louisiana	OWNER BRIARPATCH, INC.	SHEET
DIRECTORY:2010/10-047					DESIGNED: JED	PROJECT: REQUEST FOR ZONING CHANGE	
FILE: ZONING PLAT 9-6-12					CHECKED:		
FIELD BOOK:					TRACED:		
MAP NO.					DATE: APRIL 21, 2021	PROJECT: 10-047	



**Zoning & Land Use Commission
Staff Report**

June 17, 2021
Agenda Item F.1

LOCATION:	807, 815, 831, 901, 907 East Street; 108 & 109 Brees Drive; 108 & 109 Fleur De Lis Drive Rezone from OL (Open Land) to C-3 (Neighborhood Commercial)	APPLICANT:	Terrebonne Parish Consolidated Government, c/o Mr. Christopher M. Pulaski
APPROVAL REQUESTED:		RECOMMENDATION:	APPROVAL

PROPOSAL:

Zoning Amendment to rezone 7.5 acres of vacant property from OL to C-3.

ANALYSIS:

The Zoning Ordinance states that in order to rezone property, one of the following conditions must apply:

1. *Error.*
2. *Change in conditions.*
3. *Increase in need for sites for business or industry.*
4. *Subdivision of land.*

Staff feels that the application fits under item 2 – change in conditions and item 3 – increase in need for sites for business or industry. The subject property lies between East Street and Parkwood Subdivision which was approved in 2017. The Parish and the property owner recently received approval on a Minor Subdivision Process D to create a new tract at the south end of the subject property (Tract C-2) for the purposes of conveyance of ownership to TPCG construction of a police sub-station. The rest of the property will remain under the current ownership until such time as they decide to either sell and/or lease to developers or businesses for commercial purposes. An application was submitted in June 2012 to seek a rezone to C-2, but the application was subsequently withdrawn. This application is for C-3 (Neighborhood Commercial) which allows for many of the general business uses that support the surrounding residential neighborhoods, but prohibits uses such as bars, taverns, lounges, adult businesses and the like. The property was originally designated as OL as a temporary district until such time as the surrounding property has been developed. With the construction of homes now underway in Parkwood, it would seem evident that now is the time to consider a rezone to an appropriate zoning district such as C-3. A more detailed explanation of the reasons for the amendment can be found in the narrative that was submitted with the application. A site visit was performed and all public notice requirements have been met. Staff received one call for more information.

RECOMMENDATION:

APPROVAL



Christopher M. Pulaski, PLA, Director
Planning & Zoning Department
Terrebonne Parish Consolidated Government



Wednesday, August 25, 2021

Item Title:

Introduction of an Ordinance to Remove Two Parking Meters and Replace with No Parking Zones Along Main Street

Item Summary:

An ordinance to remove parking meters located near 7839 Main Street and 7913 Main Street and designate both spaces as No Parking Zones.

1. Consider adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/4/2021	Executive Summary
Proposed Ordinance	8/4/2021	Ordinance
Cover Memo	8/4/2021	Cover Memo
Resolution	8/4/2021	Resolution
HDHC Support Letter and Emails	8/4/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Removal of Two Meters and Replace with Two No Parking Zones Along Main Street

PROJECT SUMMARY (200 WORDS OR LESS)

An introduction of an ordinance to remove parking meters located near 7839 Main Street and 7913 Main Street and designate both spaces as No Parking Zones and to provide for installation of said signs and call for a public hearing on said matter for Wednesday, August 25, 2021 at 6:30p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The owners of the businesses at both locations have expressed concerns to representatives of both the HDDC and TPCG regarding the visibility as one exits their properties onto Main Street. When vehicles are parked in either location, it makes it difficult for drivers to see oncoming traffic. There is sufficient and safer parking available in the immediate vicinity both on and off-street. The HDDC and Houma HPD supports the removal of the two meters and the designation of the No Parking Zones.

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

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE AMENDING THE PARISH CODE OF TERREBONNE PARISH, CHAPTER 18. MOTOR VEHICLES AND TRAFFIC, ARTICLE V. STOPPING, STANDING AND PARKING, DIVISION 2. PARISH, SECTION 18-223. NO PARKING ZONES, TO ESTABLISH NO PARKING ZONES AT 7839 AND 7913 MAIN STREET/LA HWY 24 AND TO PROVIDE FOR THE INSTALLATION OF SAID SIGNS AND AMEND SECTION 18-289(1) TO REMOVE METERS AT 7839 AND 7913 MAIN STREET/LA HWY 24, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, to amend the Parish Code of Terrebonne Parish, Chapter 18, Article V, Division 2, Section 18-223 to create No Parking Zones at 7839 and 7913 Main Street/LA Hwy 24 and to provide for the installation of said signs and amend Section 18-289(1) to remove meters at 7839 and 7913 Main Street/LA Hwy 24.

SECTION II

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

SECTION III

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

SECTION IV

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

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 August 2021.

Darrin Guidry, Chairman
Terrebonne Parish Council

Suzette Thomas, 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 return to Council Clerk:

I, Suzette Thomas, Council Clerk for that 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 August ____ 2021, at which meeting a quorum was present.

Given under my official signature and seal of this office on this _____ day of August 2021.

Suzette Thomas, Council Clerk
Terrebonne Parish Council



P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MEMORANDUM

To: Hon. Gordon E. Dove
Parish President

From: Chris Pulaski, Director
Planning & Zoning Department

Date: August 4, 2021

Re: Revisions to Chapter 18, Article V – Division 1 – No Parking Zones

The ordinance would authorize the removal of two parking meters and replace each with a No Parking Zone. The owners of the businesses at both locations have expressed concerns to representatives of both the HDDC and TPCG regarding the visibility as one exits their properties onto Main Street. When vehicles are parked in either location, it makes it difficult for drivers to see oncoming traffic. There is sufficient and safer parking available in the immediate vicinity both on and off-street. The HDDC and Houma HPD supports the removal of the two meters and the designation of the No Parking Zones.

Please feel free to contact me at (985) 873-6569 or at cpulaski@tpcg.org with any questions concerning this matter.

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION GIVING NOTICE OF INTENT TO ADOPT AN ORDINANCE TO REMOVE PARKING METERS AND CREATE NO PARKING ZONES FOR SAID SPACES AT 7839 AND 7913 MAIN STREET/LA HWY 24, AND TO PROVIDE FOR THE INSTALLATION OF SAID SIGNS, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS the removal of the meters and these proposed No Parking Zones are intended to improve the safety and visibility at the points of egress from these businesses by prohibiting vehicles from parking along the side of the road at the driveway;

WHEREAS there is still sufficient ad safe on-street and off-street parking for these businesses in the immediate vicinity;

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that Notice of Intent is given for adopting an Ordinance to remove parking meters and create No Parking Zones for said spaces at 7839 and 7913 Main Street/LA Hwy 24 and to provide for the installation of said signs, and

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, August 25, 2021 at 6:30 p.m.



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Letter of Consideration

Date: July 12, 2021

To: Chris Pulaski, Planning & Zoning Director

From: Anne Picou, Cultural Resource Director *amp*

Re: Remove one (1) parking meter on Main Street for safety purposes

The HDDC supports the effort to remove one (1) parking meter in front of 7839 Main Street, to ensure the safety for the property owner and clients that visit the area. The driveway is an ingress and egress for daily work.

The HDDC has attached a picture of the area in question for consideration to remove one (1) meter. This removal will allow for better visual view when departing from the driveway to oncoming traffic on Hwy 182.

The property owner on a daily bases is blocked in her own driveway due to drivers not following the correct parking procedures, "do not extend nose of vehicle beyond meter." If a utility vehicle or any large vehicle parks at this parking meter, it totally impairs the visibility and now puts the person leaving the driveway in danger. This letter of request is being requested for safety purposes.

Thank you kindly for taking this matter under consideration. If you would like to speak to the property owner, Jan Brunet, she can be reached by 985-853-1963.

Please advise.
Thank you,
Anne

From: Anne Picou
Sent: Thursday, June 17, 2021 2:55 PM
To: Christopher Pulaski
Subject: RE: removal of parking meter for egress

Thank you

From: Christopher Pulaski
Sent: Thursday, June 17, 2021 2:52 PM
To: Anne Picou
Subject: RE: removal of parking meter for egress

We will need to discuss with Capt Bobby. I don't have a problem with it especially since we are getting closer to executing the contract with T2 for the kiosks and Parkmobile.

Christopher M. Pulaski, PLA
Terrebonne Parish Planning & Zoning
(985) 873-6569
cpulaski@tpcg.org
"Saltwater Fishing Capital of the World"

From: Anne Picou <apicou@tpcg.org>
Sent: Thursday, June 17, 2021 2:48 PM
To: Christopher Pulaski <cpulaski@tpcg.org>
Subject: removal of parking meter for egress

Good day Chris,
Mrs. Jan Brunet at 7839 Main Street is having problems getting in and out of her driveway due to parked cars exciding the metered area. Is there an opportunity to discuss removing one (1) meter to help elevate this continual issue of someone blocking her egress?

I have attached a picture of the area in question.

Thank you,
Anne





Wednesday, August 25, 2021

Item Title:

Billy Street and Scott Lane 3 Way

Item Summary:

An ordinance to establish a 3-Way Stop at the intersection of Scott Lane and Billy Street.

1. Consider adoption of the ordinance.

ATTACHMENTS:

Description

Upload Date

Type

Billy Street 3 Way

8/4/2021

Executive Summary

Billy Street Scott Lane 3 Way

8/4/2021

Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

3-Way Stop

PROJECT SUMMARY (200 WORDS OR LESS)

Introduce an ordinance to establish a “3-Way Stop” at the intersection of “Scott Lane and Billy Street” and call a public hearing on said matter on Wednesday, August 25, 2021, at 6:30 p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Scott Lane has experienced an increase in the number of vehicles believed to be speeding and there is no stop sign along Scott Lane at the Billy Street intersection, so the vehicles try and make the turn onto Billy Street at a high rate of speed. Establishing a 3-way stop would deter that from happening. If the speeding continues, this street may be evaluated for a speed hump in the future as per Parish procedures.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

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8

9

CARL HARDING

8/3/2021

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AMEND THE PARISH CODE OF TERREBONNE PARISH BY ADDING TO CHAPTER 18: MOTOR VEHICLES AND TRAFFIC, ARTICLE IV: OPERATION OF VEHICLES, DIVISION 3: CITY, AND TO ADD A SECTION UNDER THE SAID ARTICLE TO BE DESIGNATED AS SECTION 18-120(D) TO ESTABLISH A “3-WAY STOP” AT THE INTERSECTION OF SCOTT LANE AND BILLY STREET; TO PROVIDE FOR THE INSTALLATION OF SAID SIGNS; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED, by the Terrebonne Parish Council, in regular session convened and on behalf of the Terrebonne Parish Consolidated Government, that the Parish Code of Terrebonne Parish be amended by adding to Chapter 18: Motor Vehicles and Traffic: Article IV: Operation of Vehicles, Division 3: City, and by adding to said Article a section to be designated as Section 18-120(d): To establish a “3-Way Stop” at the intersection of Scott Lane and Billy Street, as follows:

CHAPTER 18: MOTOR VEHICLES AND TRAFFIC

ARTICLE IV: OPERATION OF VEHICLES

DIVISION 3: CITY

SECTION 18-120(d): 3-WAY STOP INTERSECTIONS

The intersection of Scott Lane and Billy Street is hereby designated as a “3-Way Stop” intersection and appropriate “3-Way Stop” signs shall be erected and maintained along said roadways to create and maintain said intersection. Any vehicle traveling along Scott Lane and Billy Street shall respect the signs erected and maintained under the provisions of this section.

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 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 25th day of August 2021.

DARRIN W. GUIDRY, SR., CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed
Gordon E. Dove, Parish President or his authorized designee, Michael Toups, Parish Manager
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

I, SUZETTE THOMAS, 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 August 25, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF AUGUST 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Wednesday, August 25, 2021

Item Title:

Introduction of an Ordinance to Authorize the Exchange of Property Along East Street for HPD Substation

Item Summary:

An ordinance to authorize the Parish President to execute the necessary documents for the exchange of equally valued immovable property between TPCG and Briarpatch, Inc.; to facilitate construction of a HPD Substation along East Street in Houma, LA; to provide for related matters.

1. Consider adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/4/2021	Executive Summary
Proposed Ordinance	8/4/2021	Ordinance
Cover Memo	8/4/2021	Cover Memo
Plat of Tract C-2	8/4/2021	Backup Material
Plat of Parcel J	8/4/2021	Backup Material
Parcel J Appraisal	8/4/2021	Backup Material
Tract C-2 Appraisal	8/4/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Introduction of an Ordinance to Authorize the Exchange of Property Along East Street for HPD Substation

PROJECT SUMMARY (200 WORDS OR LESS)

An ordinance authorizing the Parish President to execute necessary documents for the exchange of equally valued immovable property between TPCG and Briarpatch, Inc. to facilitate construction of a HPD Substation along East Street in Houma, LA and to provide for related matters and calling for a public hearing on said matter for Wednesday, August 25, 2021 at 6:30p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The exchange of the equally valued properties with Briarpatch, Inc. will serve the public interest by facilitating the construction of the East Side Houma Police Department Substation in the residential part of East Street, which will be more conducive to the service of the citizens and public safety in that neighborhood. Both properties were appraised and determined to be of equal value, and the exchange or transfer of immovable property in consideration of the receipt of equally valued immovable property, taken as a whole, is not gratuitous, and that it has demonstrable objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public property.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

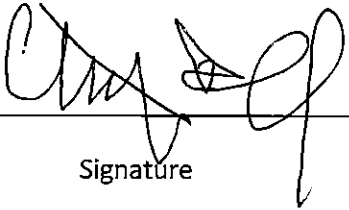
5

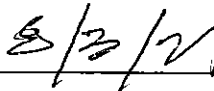
6

7

8

9


Signature



Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE NECESSARY DOCUMENTS FOR THE EXCHANGE OF EQUALLY VALUED IMMOVABLE PROPERTY BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND BRIARPATCH, INC. TO FACILITATE CONSTRUCTION OF A HOUMA POLICE DEPARTMENT SUBSTATION ON THE EAST SIDE OF HOUMA, LOUISIANA, AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, TPCG is the owner of a 0.459 acre tract of land located at 1046 East Street, in Houma, Louisiana, adjacent to the Wal-Mart on the east side of Terrebonne Parish, and more fully described below;

WHEREAS, TPCG acquired this property in 2011 with the intention of constructing a substation for the Houma Police Department, which is operated by the TPCG;

WHEREAS, the project was stalled, but TPCG has acquired CDBG funding and is ready to proceed with construction of the project;

WHEREAS, following TPCG's acquisition of the property at 1046 East Street, but before this project was realized, the Parkwood Place Subdivision, a mixed income residential housing subdivision, was completed;

WHEREAS, TPCG finds that the substation for the Houma Police Department would be more beneficial to the community if located closer to the residential area of East Street, rather than the commercial area;

WHEREAS, Briarpatch, Inc. is the owner of a tract of land at 907 East Street, Houma consisting of 0.796 acres, inclusive of 34,668 +/- sq.ft. of TPCG drainage and utility servitudes, adjacent to Parkwood Place Subdivision, and more fully described below; and

WHEREAS, the tract of land owned by Briarpatch, Inc. is situated well within the residential section of East Street, and the existing drainage and utility servitudes on that tract will facilitate TPCG access to those servitudes, as well as provide a jump start to construction of the project; and

WHEREAS, Terrebonne Parish Consolidated Government caused the two properties to be appraised, copies of which are attached to this Ordinance and incorporated herein; and

WHEREAS, the properties are identical in value, that being \$45,000.00;

WHEREAS, TPCG wishes to enter into a cooperative endeavor agreement with Briarpatch, Inc. for the exchange immovable property as described herein;

WHEREAS, Briarpatch, Inc. has agreed to make the exchange, and has participated in obtaining appraisals and surveys of its property;

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, "[F]or 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 corporation or individual"; and

WHEREAS, the TPCG finds that the exchange of the equally valued properties with Briarpatch, Inc. will serve the public interest by facilitating the construction of the east side Houma Police Department substation in the residential part of East Street, which will be more conducive to the service of the citizens and public safety in that neighborhood; and

WHEREAS, TPCG finds that its expenditure or transfer of immovable property in consideration of the receipt of equally valued immovable property, taken as a whole, is not gratuitous, and that

is has demonstrable objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public property; and

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

SECTION I

The following described immovable property is declared surplus, and no longer needed for public use by the Terrebonne Parish Consolidated Government:

Parcel J 0.459 Acres

A certain tract of land situated in Section 105, T17S-R17E, Terrebonne Parish, Louisiana being designated as Parcel J belonging to Terrebonne Parish Consolidated Government, being described as commencing at the northeast corner of Parcel J, a $\frac{3}{4}$ " galvanized iron pipe, being the point of beginning;
Thence S 07°30'27"W a distance of 119.32 feet to a $\frac{3}{4}$ " galvanized iron pipe;
Thence N44°12'19"W a distance of 242.71 feet to a $\frac{3}{4}$ " galvanized iron pipe;
Thence N36°20'00"E a distance of 94.95 feet to a $\frac{3}{4}$ " galvanized iron pipe;
Thence S44°12'19"E a distance of 184.38 feet to a $\frac{3}{4}$ " galvanized iron pipe; the point of beginning.

All as shown on a plat entitled "SURVEY SHOWING PROPRTY LINE SHIFT OF PARCELS H, I, AND J OF PROPERTY BELONGING TO DEVLAND CORPORATION, BEING A PORTION OF LOT 172, HONDURAS PLANTATION SUBDIVISION Located in Section 105, T17S-R17E, Terrebonne Parish, Louisiana, prepared by Providence/GSE Associates, LLC and dated October 18, 2011, revised October 25, 2011, a copy of which is annexed hereto and made a part hereof.

SECTION II

The Parish President be and is hereby authorized to execute on behalf of TPCG a cooperative endeavor agreement with Briarpatch, Inc., and any other necessary legal documents, to exchange property rights between the parties wherein TPCG transfers ownership of the above-described Parcel J to Briarpatch, Inc., in consideration of Briarpatch, Inc. transferring ownership to TPCG of the following described property:

Tract C-2

Commencing at a $\frac{3}{4}$ " iron rod along the Easternmost right of way of East Street and being the common property corner of Tract C-1 and Tract-2; said point being; The "Point of Beginning".
Thence, South 61°34'44" East a distance of 267.85' to a point being a set $\frac{3}{4}$ " iron rod;
Thence, South 07°23'10" West a distance of 138.67' to a point;
Thence, North 61°34'44" West a distance of 267.85' to a point being a set chiseled "X";
Thence, North 07°23'10" East a distance of 138.67' back to a point
Said point being "The Point of Beginning."

The above described tract of land contains 0.796 acres as shown on a plat by David A. Waitz, Engineering and Surveying, INC., titled "DIVISION OF TRACT C INTO TRACT C-1 AND TRACT C-2 BELONGING TO BRIARPATCH, INC. LOCATED IN SECTION 9, T17S-R17E, TERREBONNE PARISH, LOUISIANA", and dated May 28, 2021 (File #1632182, Book 2643, Page 633).

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 separable.

SECTION IV

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for 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 August 2021.

Darrin Guidry, Chairman
Terrebonne Parish Council

Suzette Thomas, 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 return to Council Clerk:

I, Suzette Thomas, Council Clerk for that 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 August ____ 2021, at which meeting a quorum was present.

Given under my official signature and seal of this office on this ____ day of August 2021.

Suzette Thomas, Council Clerk
Terrebonne Parish Council



P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MEMORANDUM

To: Hon. Gordon E. Dove
Parish President

From: Chris Pulaski, Director
Planning & Zoning Department

Date: August 4, 2021

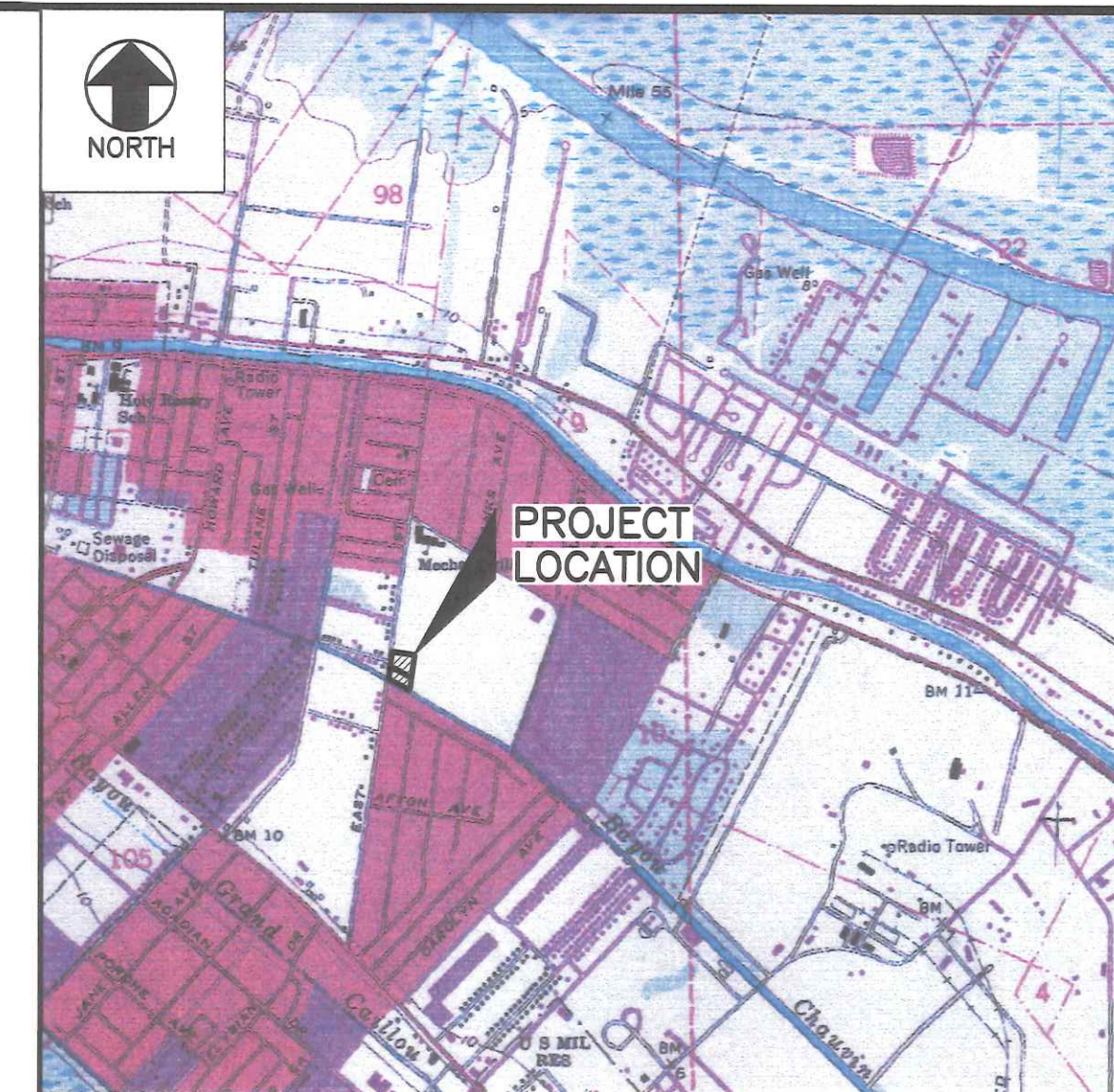
Re: Ordinance to Authorize Exchange of Immovable Properties for East Side HPD Substation

This proposed ordinance will authorize the exchange of equally valued immovable property between TPCG and Briarpatch, Inc. Tract C-2 is the site for the proposed East Side HPD Substation that is currently planned for construction thru a CDBG program. Tract J (owned by TPCG) is located along East Street near the entrance to the Wal-Mart Superstore. Tract C-2 (owned by Briarpatch, Inc.) is located along East Street near the entrance to Parkwood Place Subdivision.

Please feel free to contact me at (985) 873-6569 or at cpulaski@tpcg.org with any questions concerning this matter.

1. MAP SHOWING PROPOSED PURCHASE BY TERREBONNE PARISH SCHOOL BOARD FROM A.J. ELLENDER BEING IN SECTION 9, T17S-171E IN THE CITY OF HOUMA, LOUISIANA, DATE: JANUARY 3, 1982 BY: T. BAKER SMITH & SON INC.
2. BARROW SUBDIVISION BEING A SUBDIVISION OF PROPERTY BELONGING TO THE ESTATE OF R.R.BARROW, INC. LOCATED IN THE PARISH OF TERREBONNE, LA, IN SECTION 10S T17S-171E DATE: OCTOBER 30, 1952 BY: T. BAKER SMITH
3. OLEANDER SUBDIVISION BEING A SUBDIVISION OF PROPERTY BELONGING TO HALLETTE B. COLE LOCATED IN SECTION 9, T17S, 171E, TERREBONNE PARISH, LOUISIANA
DATE: NOVEMBER 12, 1952 BY: BERNARD B. DAVIS
4. PROPERTY MAP HOUSING AUTHORITY OF THE CITY OF HOUMA, LOUISIANA SITE # 12-11-11-11-11-11
DATE: APRIL 12, 1987 BY: T. BAKER SMITH & SON INC.
5. REDIVISION OF PROPERTY BELONGING BRIARPATCH, INC. CITY OF HOUMA, LOCATED IN SECTION 5, T17S-171E TERREBONNE PARISH, LOUISIANA
DATE: AUGUST 1, 2011 BY: DAVID A. WAITZ
6. PARKWOOD PLACE SUBDIVISION LOCATED IN SECTION 9, T17S-171E TERREBONNE PARISH, LOUISIANA
DATED: JANUARY 02, 2012 BY: DAVID A. WAITZ
REVISED: DECEMBER 05, 2018 ENTRY #: 1573333

NOTE:
BEARINGS AND COORDINATES ARE BASED ON NAD 83,
STATE PLANE 1702 LOUISIANA SOUTH COORDINATES, U.S. FEET.
THE PRIMARY REFERENCE STATION USED IS PID = AH6251, STAMPED 'HI-LO
AND HAVING THE FOLLOWING COORDINATES:
NORTHING = 394,048.70; EASTING= 3,484,074.24



VICINITY MAP
SCALE 1" = 2000'

NOTE: NO STRUCTURE, FILL, OR OBSTRUCTION SHALL BE LOCATED
WITHIN ANY DRAINAGE EASEMENT OF DELINEATED FLOOD PLAIN.

LEGEND

FOUND PROPERTY MARKER	○
SET 3/4" I.R. (UNLESS NOTED OTHERWISE)	●
EXISTING WATER LINE	— W —
EXISTING GAS LINE	— G —
EXISTING SEWER LINE	— S —
EXISTING OVERHEAD POWER LINE	— E —
EXISTING TELEPHONE LINE	— T —
EXISTING FENCE	— X —
EXISTING POWER POLE W/ LIGHT	⊗
EXISTING POWER POLE	⊘
EXISTING ANCHOR	→
EXISTING TELEPHONE PEDESTAL	⌘
EXISTING WATER VALVE	⊙WV
EXISTING FIRE HYDRANT	⊙
EXISTING WATER METER	⊙WM
EXISTING GAS VALVE	⊙GV
EXISTING GAS METER	⊙GM
EXISTING SEWER MANHOLE	⊙
EXISTING CATCH BASIN WITH SUBSURFACE DRAINAGE	— —
MUNICIPAL ADDRESS	123
CENTER LOT ELEVATION (IN FEET NAVD 88 DATUM, GEOID 03)	ⓧ
2" DIAMETER BRASS DISK (IN FEET, NAVD 88 DATUM, GEOID 03) (DATE SET JULY 11, 2017)	BM Δ

FEMA FLOOD ZONE AND HAZARDS

THESE LOTS ARE LOCATED IN ZONE A1. (ZONE A1 = 7.0' B.F.E.)
FEMA MAP COMMUNITY PANEL NUMBER 220220 0005 C; DATED: MAY 19, 1981
TERREBONNE PARISH ADVISORY BASE FLOOD ELEVATION MAP #: LA-Q103
DATED: FEBRUARY 23, 2006; FLOOD ZONE: AE AND AREAS OUTSIDE
THE LIMIT OF A.B.F.E.; A.B.F.E. = 8.0'

NOTE: FOR AREAS OUTSIDE THE ABFE LIMITS, PLEASE REFER TO THE COMMUNITY'S EFFECTIVE FIRM FOR ADDITIONAL FLOOD HAZARD INFORMATION, WHERE APPLICABLE

CERTIFICATIONS

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS AS SET FORTH BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT THE ACCURACY SPECIFICATION AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS "C" SURVEYS INDICATED IN THE ABOVE STANDARDS.

I ALSO CERTIFY THERE ARE NO ENCROACHMENTS ACROSS ANY PROPERTY LINES
EXCEPT AS SHOWN

APPROVED: 
James M. Templeton

Reg. No. 5129

DEDICATION:

THIS IS TO CERTIFY THAT A SERVITUDE OF PASSAGE AND THE RIGHT TO INSTALL, MAINTAIN DRAINAGE, ELECTRICAL, COMMUNICATION, GAS & WATER UTILITIES IS HEREBY CREATED IN FAVOR OF THE TERRENGONE PARISH CONSOLIDATED GOVERNMENT, BELL SOUTH, TIME WARNER CABLE, ENTERTAINMENT, ATOMS OF THE CITY OF HOUMA OVER AND IN ALL THESE CERTAIN PLATS AND SERVITUDES AS NAMED HEREON AND/OR SHOWN ON THE PLAT SUBMISSIONS AND BELONGING TO THE UNDERSIGNED FEE TITLE OWNERSHIP OF SAID STREET RIGHT-OF-WAY AND SERVITUDES IS EXPRESSLY RETAINED, MINERAL RIGHTS ARE SPECIFICALLY EXCLUDED AND ARE RETAINED IN FULL BY THE OWNER THEREOF.

BY: Carmen E. Waitz
CARMEN E. WAITZ - MANAGER
BRIARPATCH, INC.

NOTES:

- NOTES:
- NO STRUCTURE, FILL, OR OBSTRUCTION SHALL BE LOCATED WITHIN ANY DRAINAGE EASEMENT OF DELINEATED FLOOD PLAIN
 - METHOD OF SEWERAGE DISPOSAL—
THESE TRACTS WILL CONNECT TO MUNICIPAL SEWER.

APPROVE AND ACCEPTED THIS DATE 5/20/2021 BY THE HOUM
TERREBONNE REGIONAL PLANNING COMMISSION.

APPROVED BY: Recky M. Beene
FOR: Final Approval

APPROVALS

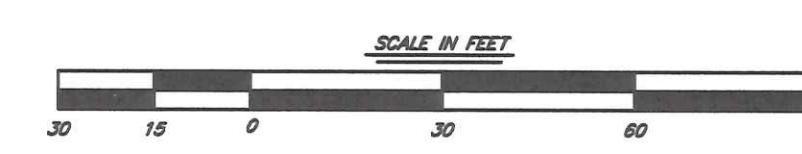
OWNER

DATE

BUILDING SETBACK NOTE:

BUILDING SETBACK NOTES:
FRONT LINE: 25' SETBACK
SIDE LINE: 5' SETBACK
REAR LINE: 20' SETBACK

NOTE:
THIS PLAT DOES NOT PURPORT TO SHOW ALL
EASEMENTS, SERVITUDES AND/OR RIGHTS-OF-WAY
THAT MAY OR MAY NOT EXIST ON THIS PROPERTY.
THIS PLAT DOES NOT PURPORT TO SHOW ALL
UNDERGROUND UTILITIES AND/OR PIPELINES
THAT MAY OR MAY NOT EXIST ON THIS PROPERTY.
THIS PLAT WAS PREPARED WITHOUT THE BENEFIT
OF A COMPLETE ABSTRACT AND TITLE OPINION.



DATE	DESCRIPTION
REVISION	

FINAL PLAT
LAND USE: COMMERCIAL/HPD SUBSTATION
OWNER: BRIARPATCH, INC.

DIVISION OF TRACT C INTO TRACT C-1
AND TRACT C-2 BELONGING
TO BRIARPATCH, INC.
LOCATED IN SECTION 9, T17S-R17E
TERREBONNE PARISH, LOUISIANA

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

DESIGNED: JMT	DETAILED: JED	TRACED:
CHECKED: JMT	CHECKED: JMT	CHECKED:
DATED: MAY 28, 2021 FILE: F:\DWGSET 2016\18-132\PLAT DWG JOB NO. 18-132		

Recorded: 07/30/2021 Book: 2643, Page: 633, File# 632182

GENERAL NOTES:

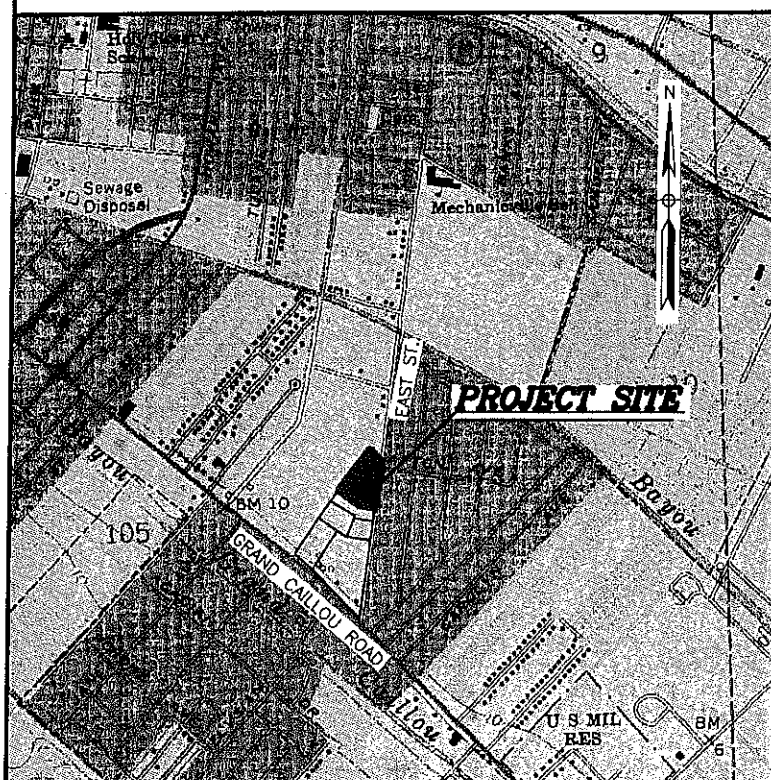
- ALL BEARINGS ARE GRID AND REFERENCED TO THE "LOUISIANA COORDINATE SYSTEM OF NAD 1983, LA 1702 SOUTH ZONE (CORS 95) GEOID 09. ALL DISTANCES ARE REFERENCED TO THE FOLLOWING PLATS:
A. SURVEY OF PROPERTY BELONGING TO CLAY DUPONT ET AL, LOCATED IN LOT 172 HONDURAS PLANTATION SUBDIVISION, SECTION 105, T17S-R17E, TERREBONNE PARISH, LOUISIANA. PREPARED BY GULF SOUTH ENGINEERS, INC. AND DATED 12/26/72, REV. 7/28/75.
B. PLAT OF PROPERTIES OF GULF SOUTH SQUARE BELONGING TO DEFRATES ASSOCIATES, INC. LOCATED IN SECTION 105, T17S-R17E, HOUMA, LOUISIANA. PREPARED BY GULF SOUTH ENGINEERS, INC. AND DATED MARCH 15, 1977. RECORDED IN TERREBONNE PARISH COURTHOUSE UNDER ENTRY # 557716.
C. FINAL PLAT SHOWING RESUBDIVISION OF A PORTION OF LOTS 170, 171, 172, 173 & 174 OF HONDURAS PLANTATION SUBDIVISION - EAST HOUMA WAL-MART COMMERCIAL PARK, LOCATED IN SECTION 105, T17S-R17E, HOUMA, TERREBONNE PARISH, LOUISIANA. PREPARED BY ACADIA LAND SURVEYING, L.L.C. AND DATED NOVEMBER 22, 2002. RECORDED IN TERREBONNE PARISH COURTHOUSE UNDER ENTRY #1139831.
- THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, AND/OR RIGHTS-OF-WAY WHICH MAY AFFECT SAID TRACTS EXCEPT AS OTHERWISE SHOWN HEREON.
- THIS SURVEY IS IN ACCORDANCE WITH "CLASS C" SURVEY CLASSIFICATION REQUIREMENTS OF THE LA. MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, THE PLAT AND FIELD SURVEY WERE PREPARED AND PERFORMED UNDER MY SUPERVISION AND THEREFORE THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE. (CLASS C - SURVEYS OF RESIDENTIAL AND SUBURBAN AREAS. THIS INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, SURVEYS OF RESIDENTIAL AREAS WHICH CANNOT BE CLASSIFIED AS CLASS A OR CLASS B SURVEYS.)
- THE NATIONAL FLOOD INSURANCE MAP SHOWS THIS PROPERTY TO BE IN ZONE "A1" AS PER COMMUNITY PANEL NUMBER 220220 0005 C AND DATED MAY 19, 1981. FEMA REQUIRES A FIRST FLOOR ELEVATION OF +8.00' NGVD29. RITA FLOOD MAP #LA Q-103 DATED FEBRUARY 23, 2006 - NO ADVISORY BASE FLOOD ELEVATION REQUIREMENTS.

LEGEND:

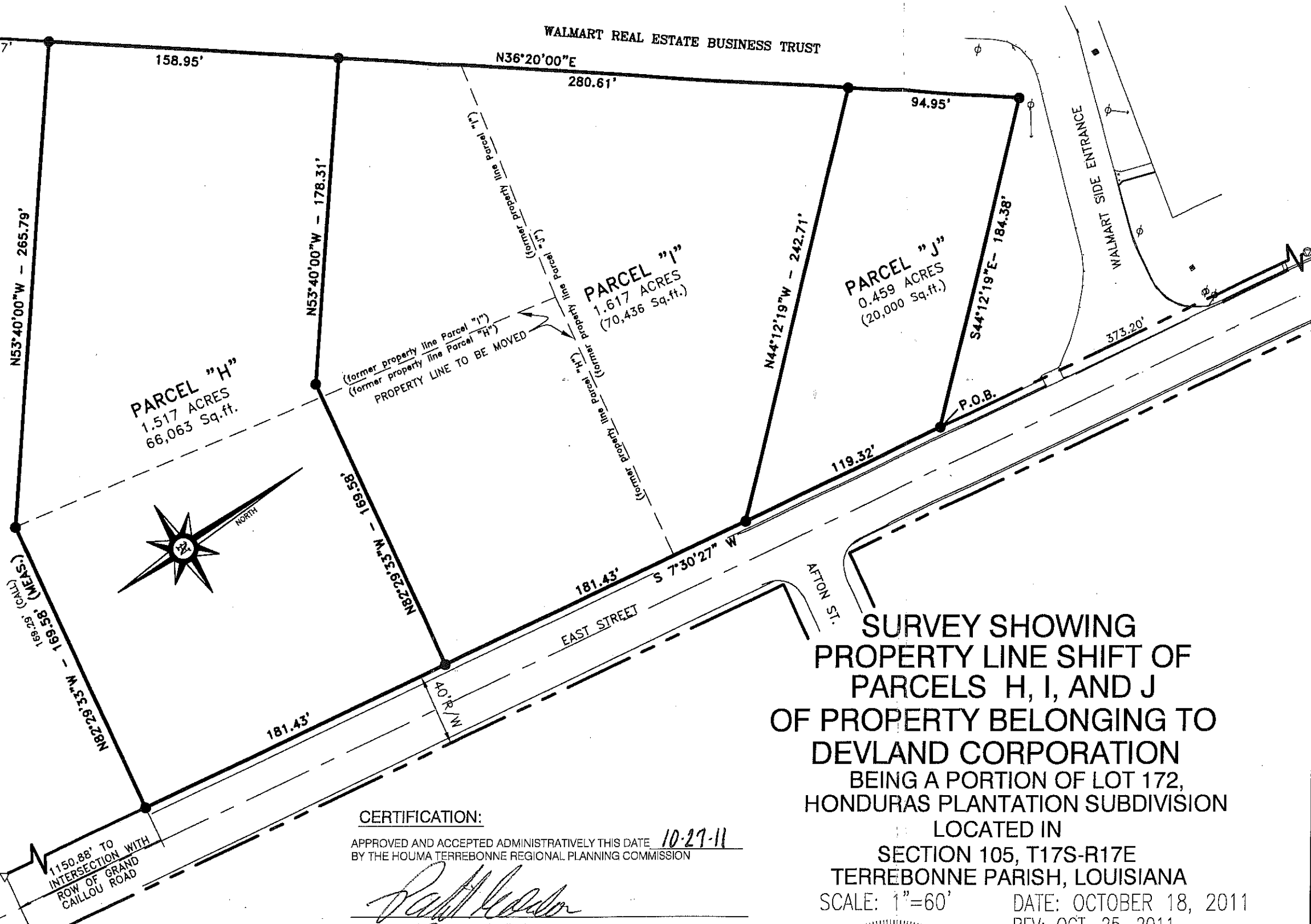
- ⊗ - FOUND 1-1/2" GALV. IRON PIPE
- ⊙ - FOUND 1/2" GALV. IRON PIPE
- △ - FOUND 5/8" IRON ROD
- - SET 3/4" GALV. IRON PIPE
- (C) - CALL DISTANCE
- (M) - MEAS. DISTANCE
- ⊗ - POWER POLE

VICINITY MAP

SCALE: 1" = 2000'



PARCEL "G"
ARTHUR A. DEFRATES, JR. et al



**SURVEY SHOWING
PROPERTY LINE SHIFT OF
PARCELS H, I, AND J
OF PROPERTY BELONGING TO
DEVLAND CORPORATION
BEING A PORTION OF LOT 172,
HONDURAS PLANTATION SUBDIVISION
LOCATED IN**

**SECTION 105, T17S-R17E
TERREBONNE PARISH, LOUISIANA**

SCALE: 1"=60'

DATE: OCTOBER 18, 2011
REV: OCT. 25, 2011
(REVISED BEARINGS/DISTANCES)



Terral J. Martin, Jr.
10/25/2011
TERRAL J. MARTIN, JR.
PROFESSIONAL LAND SURVEYOR
LA. LICENSE NO. 5030

CERTIFICATION:

APPROVED AND ACCEPTED ADMINISTRATIVELY THIS DATE 10-27-11
BY THE HOUMA TERREBONNE REGIONAL PLANNING COMMISSION

Patrick Gordon
BY: PATRICK GORDON, PLANNING DIRECTOR

Daniel J. Babin
BY: DANIEL J. BABIN, CHAIRMAN

Prepared By:

PROVIDENCE/GSE

GSE ASSOCIATES, LLC
Engineers • Architects • Planners • Surveyors

991 Grand Caillou Road
Houma, Louisiana 70363-3705
Phone (985) 876-6380
Fax (985) 876-0621

2315 North Woodlawn Avenue
Suite 201
Metairie, Louisiana 70002-7402
Phone (504) 454-1710 Fax (504) 454-1781

800 Youngs Road Morgan City, Louisiana 70381 Phone
(985) 384-2321 Fax (985) 876-0621

60' 0 60' 120'



GRAPHIC SCALE
1" = 60'



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

1046 East Street
Houma, LA 70363

for

Terrebonne Parish Consolidated Government
8026 Main Street, 2nd Floor
Houma, LA
70360

as of

April 8, 2021

by

Kenyon W. Butts
146 Evangeline Drive
Houma, LA 70360

Kenyon W. Butts REAS, Inc.

Kenyon W. Butts REAS, Inc.
146 Evangeline Drive
Houma, LA 70360
985-580-0505

April 27, 2021

Terrebonne Parish Consolidated Government
8026 Main Street, 2nd Floor
Houma, LA
70360

Property -	1046 East Street
	Houma, LA 70363
Client -	Terrebonne Parish Consolidated Gov.
File No. -	K2104005
Case No. -	

Dear Mr. Pulaski, PLA:

In accordance with your request, I have prepared an appraisal of the real property located at 1046 East Street, Houma, LA.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of April 8, 2021 is :

\$45,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Kenyon W. Butts REAS, Inc.



Kenyon W. Butts
LA Certification #G987

LAND APPRAISAL REPORT

File No. K2104005

IDENTIFICATION	Owner <u>Client -Terrebonne Parish Consolidated Government</u>		Census Tract <u>8</u>	Map Reference <u>MLS-10</u>				
	Property Address <u>1046 East Street</u>							
	City <u>Houma</u>	County <u>Terrebonne</u>	State <u>LA</u>	Zip Code <u>70363</u>				
	Legal Description <u>Lot J of Property Line Shift - Devland Corporation.(SEE SURVEY)</u>							
NEIGHBORHOOD	Sale Price <u>\$N/A</u>	Date of Sale <u>N/A</u>	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD <input type="checkbox"/>					
	Actual Real Estate Taxes <u>\$E03C-20048</u> (yr.)							
	Client <u>Terrebonne Parish Consolidated Government</u>		Address <u>8026 Main Street, 2nd Floor, Houma, LA , 70360</u>					
	Occupant <u>Vacant</u>	Appraiser <u>Kenyon W. Butts</u>	Instructions to Appraiser <u>MARKET VALUE</u>					
	Intended User: <u>Terrebonne Parish Consolidated Gov.</u>		Intended Use: <u>Terrebonne Parish Private Use</u>					
	Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural				
	Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%				
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Slow				
	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining				
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply				
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.					
Present Land Use	<u>80</u> % 1 Family	<u>2</u> % 2-4 Fam	<u>15</u> % Apts.	<u>15</u> % Condo				
100	% Industrial	<u>3</u> % Vacant	% Vacant					
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)					
Predominant Occupancy		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	% Vacant				
Single Family Price Range	\$ <u>20</u> to \$ <u>90</u>	Predominant Value \$ <u>50+/-</u>						
Single Family Age	New yrs. to <u>30+</u> yrs.	Predominant Age <u>20+</u> yrs.						
<div style="display: flex; justify-content: space-between;"> <div> <p>Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor</p> <p>Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> </div> <div> <p>Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>The subject area is the East Side of Houma. The subject's market area has been stable in recent months. The subject has easy access to all consumer related facilities. No adverse influences were noted.</u></p> </div> </div>								
SITE	Dimensions <u>20,000 sf+/-</u>	=	<u>20,000 sf+/-</u>	<input checked="" type="checkbox"/> Corner Lot				
	Zoning Classification <u>C2 Commercial</u>	Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations						
	Highest and best use: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____							
	<div style="display: flex;"> <div style="flex: 1;"> <p>Public <input checked="" type="checkbox"/> Other (Describe) _____</p> <p>Elec. <input checked="" type="checkbox"/></p> <p>Gas <input checked="" type="checkbox"/></p> <p>Water <input checked="" type="checkbox"/></p> <p>San. Sewer <input checked="" type="checkbox"/></p> <p><input type="checkbox"/> Underground Elect. & Tel.</p> </div> <div style="flex: 1;"> <p>OFF SITE IMPROVEMENTS</p> <p>Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private</p> <p>Surface <u>Paved</u></p> <p>Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private</p> <p><input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter</p> <p><input type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Street Lights</p> </div> </div>	<p>Topo <u>Level - Above Street</u></p> <p>Size <u>Average/ Typical</u></p> <p>Shape <u>Rectangular / Typical</u></p> <p>View <u>Average</u></p> <p>Drainage <u>Appears Adequate For Area</u></p>						
	Is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes							
	Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>The site is typical for the area. No adverse conditions are known. Easements are typical and of record. There are no known encroachments. The "Flood Zone" information used in this report was obtained from the FEMA Flood Maps.</u>							
MARKET DATA ANALYSIS	The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.							
	For the Market Data Analysis <input checked="" type="checkbox"/> See grid below. <input type="checkbox"/> See narrative attachment.							
	ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address	1046 East Street Houma, LA 70363	113 Howard Avenue Houma, LA 70363		1905 Prospect Blvd. Houma, LA 70363		7177 Park Avenue Houma, LA 70364	
	Proximity to Subj.		0.86 miles N		0.44 miles E		3.10 miles W	
	Sales Price	\$	\$ 21,000		\$ 16,665		\$ 55,000	
	Price	\$	\$ 2.21		\$ 2.73		\$ 3.49	
	Data Source	Inspection	Public Records		Public Records		Public Records	
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
		N/A	08/30/2019		06/06/2019		11/04/2020	
	Location	Average	Average		Average		Average	
	Site/View	Irregular+/-	Irregular+/-		Irregular+/-		Irregular+/-	
	Site Area	20000 sf+/-	9515 sf+/- +23,172		6100 sf+/- +30,719		15775 sf+/- +9,337	
		Typical	Typical		Typical		Typical	
		No other sales 3 yrs	No other sales 3 yrs		No other sales 3 yrs		No other sales 3 yrs	
Sales or Financing Concessions		Cash No Fees		Cash No Fees		Cash No Fees		
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 23,172		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 30,719		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -10,663		
Indicated Value of Subject		\$ 44,172		\$ 47,384		\$ 44,337		
RECONCILIATION	Comments on Market Data: <u>The sales used are from the subjects market area. The sales may be over six months old due to the limited sales of vacant lots in the subjects market area. The sales used were the best available at time of appraisal.</u>							
	Comments and Conditions of Appraisal: <u>This report is an appraisal made under the guidelines of USPAP. The purpose of this appraisal is to estimate the Market Value of the subject property as of the appraisal date.</u>							
	Final Reconciliation: <u>The final value is based on the Sales Comparison Approach. - No sales found within past 3 years. The final value is based on the Sales Comparison Approach. KENYON W. BUTTS IS A LA. STATE CERTIFIED GENERAL REAL ESTATE APPRAISER G987.</u>							
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>April 8</u> , 2021 to be \$45,000								
Kenyon W. Butts REAS, Inc.								

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

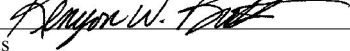
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Kenyon W. Butts
 Company Name Kenyon W. Butts REAS, Inc.
 Company Address 146 Evangeline Drive
Houma, LA 70360
 Telephone Number 985-580-0505
 Email Address kwbutts@bellsouth.net
 Date of Signature and Report April 27, 2021
 Effective Date of Appraisal April 8, 2021
 State Certification # G987
 or State License # _____
 or Other _____ State # _____
 State LA
 Expiration Date of Certification or License 12/31/2022

ADDRESS OF PROPERTY APPRAISED

1046 East Street
Houma, LA 70363

APPRAISED VALUE OF SUBJECT PROPERTY \$ 45,000

CLIENT

Name Mr. Christopher Pulaski, PLA
 Company Name Terrebonne Parish Consolidated Government
 Company Address 8026 Main Street, 2nd Floor
Houma, LA 70360
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

ADDITIONAL COMMENTS

Intended User	Terrebonne Parish Consolidated Gov.				
Property Address	1046 East Street				
City	Houma	County	Terrebonne	State	LA
				Zip Code	70363
Client	Terrebonne Parish Consolidated Government				

SCOPE OF THE APPRAISAL

The scope of this appraisal includes the research and collection of data relating to recent economic development, sales and rental activity in the subjects market area. Information was collected from court records, Deedfax, MLS, Tri Parish Data Service, buyers and sellers, zoning, planning and other various sources. Listings were considered as they have an impact on value.

LEGAL DESCRIPTION

PROPERTY TAXES: In Louisiana, owner occupied residential properties are allowed to file for "Homestead Exemption". This exempts the owner from the first \$75,000 in state and parish property taxes. The remainder is assessed at 10% of value. This exempts most properties from state and parish property taxes.

NEIGHBORHOOD

The compatibility of improvements is overall average. The subject subdivision has easy access to all consumer related facilities. No adverse influences were noted.

SITE

Due to the scale and lack of good landmarks on the maps it is recommended that the user of this appraisal verify the exact flood zone by a survey or other reliable method.

COMMENTS AND CONDITIONS OF APPRAISAL

Please see the Certification and Statement of Limiting Conditions attached.

PURPOSE OF THE APPRAISAL - The purpose of this appraisal is to estimate the Market Value of the subject property as of the appraisal date.

FUNCTION OF THE APPRAISAL - The function of the appraisal is for use by TPCG for private purposes.. The function of the appraisal has in no way cause me to modify the techniques ordinarily employed to estimate market value.

EXPOSURE TIME: Is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The subject exposure time for the subject is the same as the Marketing Time listed in the neighborhood section of the appraisal form. The estimated exposure time is 3-6 months.

Per Louisiana House Bill 1014, Part 3014- Section B - page 2, lines 22 & 23: "The licensed real estate appraiser shall include within the body of the appraisal report the amount of the appraiser's fee for appraisal services." On this appraisal assignment, the fee is \$400.00.

The global outbreak of a novel coronavirus known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO) on March 11, 2020. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

SCOPE OF APPRAISAL

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	1046 East Street		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		

An APPRAISAL is defined in the Uniform Standards of Appraisal Practice (USPAP) as:

"(Noun) the act or process of developing an opinion of value; an opinion of value.

(Adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services."

SCOPE OF WORK is defined in the Uniform Standards of Appraisal Practice (USPAP) as:

"the type and extent of research and analysis in an assignment".

Scope of work includes, but is not limited to, the following:

- * the extent to which the property is identified;
- * the extent to which tangible property is inspected;
- * the type and extent of data researched; and
- * the type and extent of analysis applied to arrive at opinions or conclusions.

The appraisal problem is solved by effective application of the Appraisal Process, a logical framework of three steps common to the appraisal of real property as well as to scientific research and economic analysis, in general. The steps, specific to the appraisal process, as defined by USPAP, are:

- 1) Identify the problem to be solved;
- 2) Determine and perform the scope of work necessary to develop credible assignment results, and
- 3) Disclose the scope of work in the report

An appraisal is not an economic or feasibility analysis, title opinion, ground survey, environmental study, engineering or structural or geological analysis, or an analysis of mineral rights. an appraiser is not an accountant, attorney, surveyor, engineer, chemist, contractor or building inspector NOTE: for the purposes of this report, the word "inspect" means "...visit; look over..." The appraiser does not perform an inspection of structure, systems, etc. Only readily-observable conditions are noted; concealed conditions may exist and the appraiser does not perform "invasive" inspection methods (not even to the extent of looking "under or on top of" property components).

It is beyond the scope of this report to expect the appraiser to:

1. Hire an attorney to check the title to the property and discover any defects in the title or any lessening of the "fee simple" rights caused by deed restrictions, leases, mineral leases and/or surface rights, easements, right of ways, etc. Only those noted in this report are considered. The existence of such restrictions beyond those noted in the report may be cause for reconsideration of the value conclusions.
2. Hire an engineer to survey the property to ascertain exact dimensions, areas and boundaries.
3. Hire an expert to perform soil borings and/or analysis to determine the adequacy of the load bearing capacity or fertility of the soil, or existence of jurisdictional wetlands.
4. Hire an expert to discover the existence of any structural defects, or hazardous materials on, under, near or within the property.

Identify the problem is necessary to describe what the client and intended users of the appraisal expect to learn from the appraisal, identify any unique realty interests considered, establish the date of appraisal, set forth the appraisal objective and clearly state the type value under consideration, together with conditions and assumptions, if any.

To Determine and Perform the scope of work necessary; the appraiser's research must be properly focused and successfully executed in order to produce accurate and representative information from objective, unbiased sources. The appraiser plans the appraisal then executes the plan.

Common Sources of Data:

1. Clerk of Court Records
2. Realtor Board Multiple Listing Service
3. Legal News
4. Real Estate Data Services
5. Deed-Fax Court Records Service
6. Interview with Knowledgeable Persons
7. Appraiser's File Records

When complete, the appraiser's Scope of Work will be revealed, or disclosed in the report document. The appraiser's analysis and conclusion entails the application of various economic techniques together with appraisal judgement in consideration of pertinent data, producing a final objective unbiased conclusion for the real estate that is the subject of this appraisal report.

SCOPE OF APPRAISAL

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	1046 East Street		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		

The Problem To Be Solved:

The appraisal problem, simply defined, involves estimating the current Market Value of the subject property. The client of this assignment, any additional intended users and the function of the appraisal is stated within the appraisal report.

The Scope Of Work Necessary To Develop Credible Assignment Results:

The property was identified by legal description and area maps, then "inspected" (see definition of "inspected") by the appraiser. Physical measurements were made, the subject photographed and the owner interviewed, when available. Research in available databases was made to reveal any additional information available about the subject, including Realtor MLS and courthouse record research.

The Type And Extent Of Data Researched:

The Realtor MLS and courthouse records were researched for sales and leases of similar "comparable" properties. Criteria for research of comparable data includes, but is not limited to, "time" or "date of sale", location or proximity, physical characteristics including age, condition, construction type, size, quality and use or utility, and any special conditions of sale (such as special financing).

The Type & Extent Of Analysis Applied To Arrive At Opinions Or Conclusions:

An analysis is made of the subject property in an attempt to estimate its highest and best use in the market area as of the date of the appraisal. Next, the data is analyzed by comparison of the criteria described above with respect to the subject and comparables. Additionally, the area and neighborhood, in which the subject property is located, are analyzed. Particular attention is given to the development and use trends prevalent in the area.

In the valuation of real estate, the normal procedure is to apply the three (3) commonly accepted approaches to value, i.e., the Cost Approach, the Income Approach, and the Direct Sales Comparison Approach. When certain approaches are not included, the reason(s) have been stated within the appraisal report.

The final value estimate is the result of a reconciliation of those indications arrived at by the applicable approaches. The greatest credence is generally given that approach whose value indication was derived through the use of the most reliable and comparable market information.

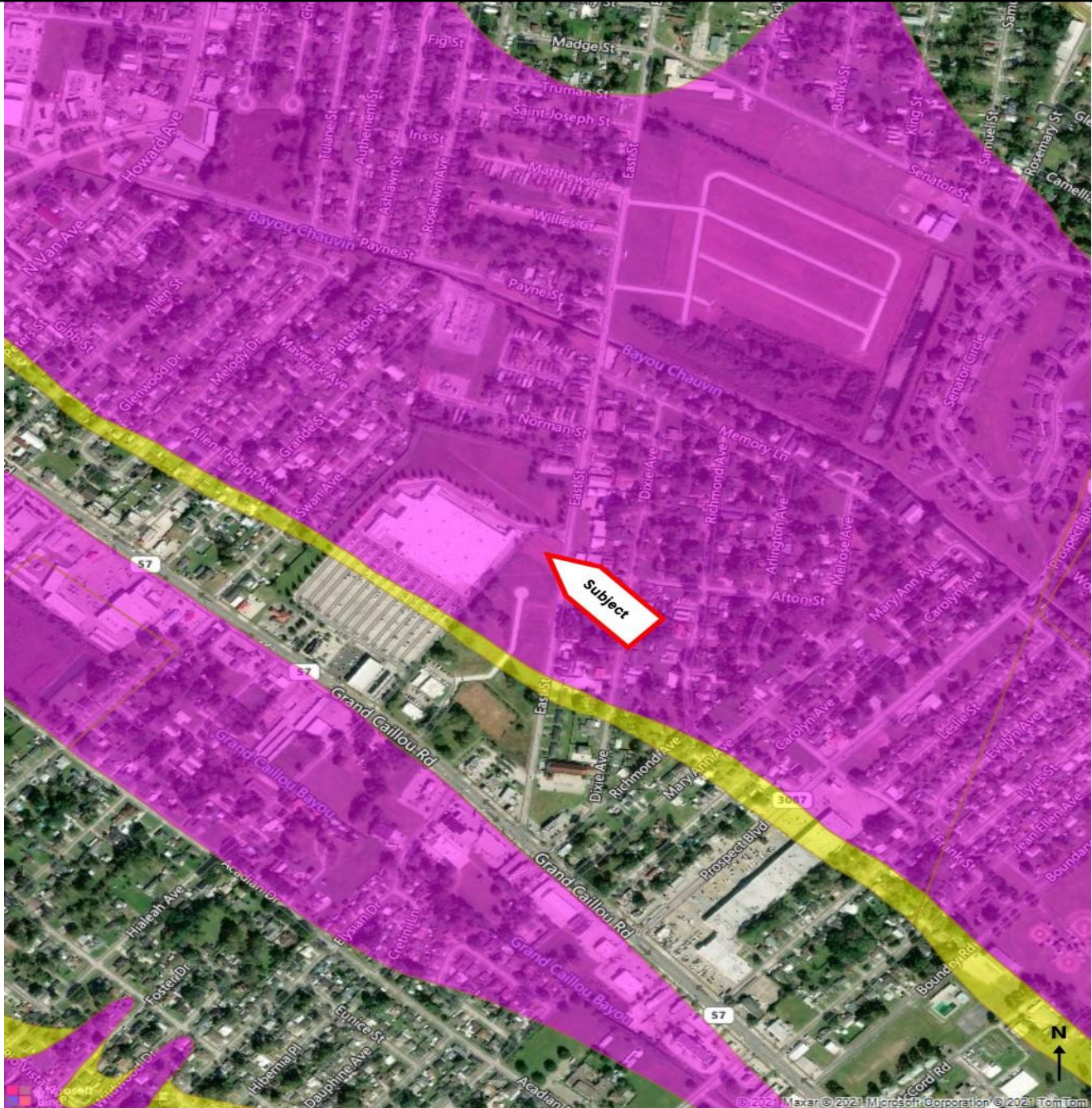
Location Map

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	1046 East Street		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		



FLOOD MAP

Intended User **Terrebonne Parish Consolidated Gov.**
 Property Address **1046 East Street**
 City **Houma** County **Terrebonne** State **LA** Zip Code **70363**
 Client **Terrebonne Parish Consolidated Government**

**Flood Zones**

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

Flood Zone Determination**Latitude:** 29.584378**Longitude:** -90.690955**Community Name:**

HOUMA, CITY OF

Community: 220220**SFHA (Flood Zone):** Yes**Within 250 ft. of multiple flood zones:** Yes**Zone:** A1**Map #:** 2202200005C**Panel:** 0005C**Panel Date:** 05/19/1981**FIPS Code:** 22109**Census Tract:** 8

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

APPRAISAL LICENSE

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	1046 East Street		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		

0987

APR-CGA



TAX DATA SHEET

Intended User	Terrebonne Parish Consolidated Gov.					
Property Address	1046 East Street					
City	Houma	County	Terrebonne	State	LA	Zip Code 70363
Client	Terrebonne Parish Consolidated Government					

Terrebonne Parish Assessor 2021 Assessment Listing

Parcel#

20048

View on Map (<http://terrebonnemaps.azurewebsites.net/?parcelid=20048>)**Primary Owner**

TERREBONNE PARISH CONSOLIDATED

Mailing Address

GOVERNMENT

PO BOX 2768

HOUMA LA 70361

Ward

03C

Type

EXEMPTION

Legal

PARCEL "J" CONTAINING 0.459 ACRES AS SHOWN ON PLAT TITLED "SURVEY SHOWING PROPERTY LINE SHIFT OF PARCELS H, I & J OF PROPERTY BELONGING TO DEVLAND CORPORATION BEING A PORTION OF LOT 172, HONDURAS PLANTATION SUBDIVISION LOCATED IN SECTION 105, T17S - R17E." CB 2267/654.

Physical Address

1046 EAST ST

Parcel Items

Property Class	Assessed Value	Market Value	Units	Homestead
LOT(S)	2,760	27,600	1.00	2,760
TOTAL	2,760	27,600	1.00	2,760

Deeds

Name(s)	Date	Amount	Book	Page
DEVLAND CORPORATION	12/12/2011	40,000	2267	654
CORNELIA NUEBIG DUPONT	1/4/1983	2,000	909	34
DEFRAITES ASSOCIATES INC.	12/23/1982	2,000	912	819
SUC. H. CLAY DUPONT	5/8/1974	0	586	16
BDRY. AGREEMENT MYRON W. CHAUVIN ETALS	1/1/1968	0	453	122
ROSALIE KELLY	1/1/1936	0	108	22

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
HONDURAS PLANTATION		172	105	17	17	J

TAX DATA SHEET

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	1046 East Street		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		

Misc. Information

Description	Value
Geo Page	31
Geo Parcel	0
Prev Acct#	815574000

AERIAL VIEW

Intended User **Terrebonne Parish Consolidated Gov.**
 Property Address **1046 East Street**
 City **Houma** County **Terrebonne** State **LA** Zip Code **70363**
 Client **Terrebonne Parish Consolidated Government**

Parcel Details



Close

Print Listing

Parcel# 20048
Primary Owner TERREBONNE PARISH CONSOLIDATED
Physical Addr 1046 EAST ST
Mailing Addr GOVERNMENT
 PO BOX 2768
 HOUMA LA 70361
Block
Lot 172
Subdivision HONDURAS PLANTATION
Assessed Value 2,760
Homestead Value 2,760
Est. Parish Tax 0.00
Est. City Tax 0.00
Sale Date 12/12/2011
Sales Price 40,000
Book 2267
Page 654
Legal PARCEL "J" CONTAINING 0.459 ACRES AS SHOWN ON PLAT TITLED "SURVEY SHOWING PROPERTY LINE SHIFT OF P...

Property Class	Assmt.	Units
LOT(S)	2,760	1.00



PHOTOGRAPH ADDENDUM

Intended User Terrebonne Parish Consolidated Gov.

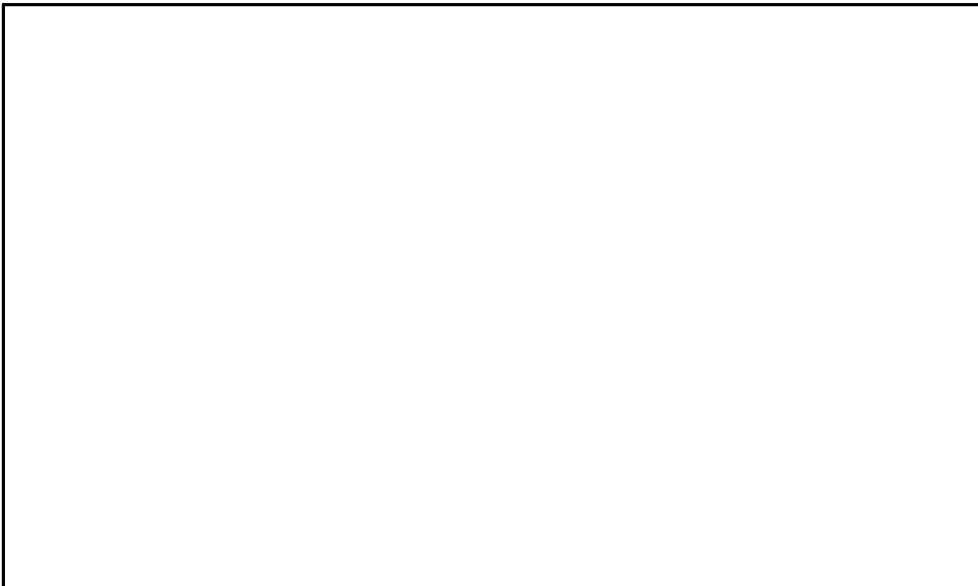
Property Address 1046 East Street

City Houma County Terrebonne

State LA

Zip Code 70363

Client Terrebonne Parish Consolidated Government

**FRONT VIEW OF
SUBJECT PROPERTY****REAR VIEW OF
SUBJECT PROPERTY****STREET SCENE OF
SUBJECT PROPERTY**

DISCLOSURE ADDENDUM

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	1046 East Street		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		

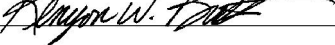
DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

APPRAISER:

Signature: 
 Name: Kenyon W. Butts
 Date Signed: April 27, 2021
 State Certification #: G987
 or State License #: _____
 State: LA
 Expiration Date of Certification or License: 12/31/2022

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
☐ Did ☐ Did Not Inspect Property

USPAP Compliance Addendum

File No. K2104005

Borrower/Client <u>Terrebonne Parish Consolidated Gov.</u>			
Property Address <u>1046 East Street</u>			
City <u>Houma</u>	County <u>Terrebonne</u>	State <u>LA</u>	Zip Code <u>70363</u>
Lender/Client <u>Terrebonne Parish Consolidated Government</u>			

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ **Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ **Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

- ☒ I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- ☐ I have **NOT** made a personal inspection of the property that is the subject of this report.
- ☒ I **HAVE** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

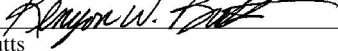
Additional USPAP related issues requiring disclosure and/or any state mandated requirements: **EXPOSURE TIME:** Is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The subject exposure time for the subject is the same as the Marketing Time listed in the neighborhood section of the appraisal form. The exposure time for the subject property was developed from sales information deemed to be similar to subject and captured as median days on market in the 1004MC form.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 120/180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 120/180 day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
 Name Kenyon W. Butts
 Date of Signature April 27, 2021
 State Certification # G987
 or State License # _____
 State LA
 Expiration Date of Certification or License 12/31/2022
 Effective Date of Appraisal April 8, 2021

Signature _____
 Name _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____
 Supervisory Appraiser Inspection of Subject Property:
☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

Lot C-2 (East Street)
Houma, LA 70363

for

Terrebonne Parish Consolidated Government
8026 Main Street, 2nd Floor
Houma, LA
70360

as of

April 8, 2021

by

Kenyon W. Butts
146 Evangeline Drive
Houma, LA 70360

Kenyon W. Butts REAS, Inc.

Kenyon W. Butts REAS, Inc.
146 Evangeline Drive
Houma, LA 70360
985-580-0505

April 27, 2021

Terrebonne Parish Consolidated Government
8026 Main Street, 2nd Floor
Houma, LA
70360

Property -	Lot C-2 (East Street)
	Houma, LA 70363
Client -	Terrebonne Parish Consolidated Gov.
File No. -	K2104006
Case No. -	

Dear Mr. Pulaski, PLA:

In accordance with your request, I have prepared an appraisal of the real property located at Lot C-2 (East Street) , Houma, LA.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of April 8, 2021 is :


\$45,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Kenyon W. Butts REAS, Inc.



Kenyon W. Butts
LA Certification #G987

LAND APPRAISAL REPORT

File No.K2104006

IDENTIFICATION

OwnerBriarpatch, Inc. / Client -Terrebonne Parish Consolidated GovernmentCensus Tract7Map ReferenceMLS-10

Property AddressLot C-2 (East Street)

CityHoumaCountyTerrebonneStateLAZip Code70363

Legal DescriptionLot C-2 of Property Belonging to Briarpatch, Inc. (SEE SURVEY)

Sale Price\$N/ADate of SaleN/AProperty RightsAppraised[X]FeeLeaseholdDe Minimis PUD

Actual Real Estate Taxes\$18798-Portion(yr.)

ClientTerrebonne Parish Consolidated GovernmentAddress8026 Main Street, 2nd Floor, Houma, LA, 70360

OccupantVacantAppraiserKenyon W. ButtsInstructions to AppraiserMARKET VALUE

Intended User:Terrebonne Parish Consolidated Gov.Intended Use:Terrebonne Parish Private Use

NEIGHBORHOOD

LocationUrban[X]SuburbanRural

Built UpOver 75%[X]25% to 75%Under 25%

Growth RateFully Dev.Rapid[X]SteadySlow

Property ValuesIncreasing[X]StableDeclining

Demand/SupplyShortage[X]In BalanceOver Supply

Marketing TimeUnder 3 Mos.[X]4-6 Mos.Over 6 Mos.

Present Land Use80% 1 Family% 2-4 Fam2% Apts.% Condo15% Commercial

100% Industrial3% Vacant% Vacant

Change in Present Land Use[X]Not LikelyLikely (*)Taking Place (*)

(*) FromVacantTo

Predominant Occupancy[X]OwnerTenant% Vacant

Single Family Price Range\$20to \$90Predominant Value\$50+/-

Single Family AgeNewyrs. to30+yrs. Predominant Age20+yrs.

Employment StabilityGoodAvg.FairPoor

Convenience to Employment

Convenience to Shopping

Convenience to Schools

Adequacy of Public Transportation

Recreational Facilities

Adequacy of Utilities

Property Compatibility

Protection from Detrimental Conditions

Police and Fire Protection

General Appearance of Properties

Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise)The subject area is the East Side of Houma. The subject's market area has been stable in recent months. The subject has easy access to all consumer related facilities. No adverse influences were noted.

SITE

Dimensions34665 sf+/- 20273 sf+/- USABLE=34665 sf+/-[X]Corner Lot

Zoning ClassificationOLPresent improvements[X]do do not conform to zoning regulations

Highest and best use:Present use[Other (specify)Approved use based on Open Land District guidelines.

Elec.[X]

Gas[X]

Water[X]

San. Sewer[X]

Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access:[X]PublicPrivate

SurfacePaved

Maintenance:[X]PublicPrivate

Storm SewerCurb/Gutter

Sidewalk[X]Street Lights

TopoLevel - Above Street

SizeAverage/ Typical

ShapeRectangular / Typical

ViewAverage

DrainageAppears Adequate For Area

Is the property located in a HUD Identified Special Flood Hazard Area?No[X]Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions)The site is typical for the area. No adverse conditions are known. Easements are typical and of record. There are no known encroachments. The "Flood Zone" information used in this report was obtained from the FEMA Flood Maps.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

For the Market Data Analysis[X]See grid below. See narrative attachment.

ITEM	Subject Property	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Lot C-2 (East Street) Houma, LA 70363	113 Howard Avenue Houma, LA 70363		1905 Prospect Blvd. Houma, LA 70363		7177 Park Avenue Houma, LA 70364	
Proximity to Subj.		0.42 miles W		0.99 miles S		2.99 miles W	
Sales Price	\$		\$ 21,000		\$ 16,665		\$ 55,000
Price	\$		\$ 2.21		\$ 2.73		\$ 3.49
Data Source	Inspection	Public Records		Public Records		Public Records	
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 08/30/2019	+ (-)\$ Adjustment	DESCRIPTION 06/06/2019	+ (-)\$ Adjustment	DESCRIPTION 11/04/2020	+ (-)\$ Adjustment
Location	Average	Average		Average		+Average -20,000	
Site/View	Irregular+/-	Irregular+/-		Irregular+/-		Irregular+/-	
Site Area	20273 sf+/-	9515 sf+/-	+23,775	6100 sf+/-	+31,322	15770 sf+/-	+9,952
	14392+/-Elec & Drainage Ser	Typical	No Adj	Typical	No Adj	Typical	No Adj
	No other sales 3 yrs	No other sales 3 yrs		No other sales 3 yrs		No other sales 3 yrs	
Sales or Financing Concessions		Cash No Fees		Cash No Fees		Cash No Fees	
Net Adj. (Total)		[X] Plus Minus \$	23,775	[X] Plus Minus \$	31,322	Plus [X] Minus \$	-10,048
Indicated Value of Subject		\$ 44,775		\$ 47,987		\$ 44,952	

RECONCILIATION

Comments on Market Data:The sales used are from the subjects market area. The sales may be over six months old due to the limited sales of vacant lots in the subjects market area. The sales used were the best available at time of appraisal. THE SUBJECT HAS 34665 sf+/- / 20273 sf+/- USABLE LAND BASED ON 14392 SF+/- OF DRAINAGE AND ELECTRIC SERVITUDE THAT CAN NOT BE DEVELOPED; THEREFORE NO VALUE WAS GIVEN TO SERVITUDE PROPERTY.

Comments and Conditions of Appraisal:This report is an appraisal made under the guidelines of USPAP. The purpose of this appraisal is to estimate the Market Value of the subject property as of the appraisal date.

Final Reconciliation:The final value is based on the Sales Comparison Approach. - No sales found within past 3 years. The final value is based on the Sales Comparison Approach. KENYON W. BUTTS IS A LA. STATE CERTIFIED GENERAL REAL ESTATE APPRAISER G987.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OFApril 8, 2021to be \$45,000

Kenyon W. Butts REAS, Inc.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.


APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER’S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Kenyon W. Butts
Company Name Kenyon W. Butts REAS, Inc.
Company Address 146 Evangeline Drive
Houma, LA 70360
Telephone Number 985-580-0505
Email Address kwbutts@bellsouth.net
Date of Signature and Report April 27, 2021
Effective Date of Appraisal April 8, 2021
State Certification # G987
or State License # _____
or Other _____ State # _____
State LA
Expiration Date of Certification or License 12/31/2022

ADDRESS OF PROPERTY APPRAISED
Lot C-2 (East Street)
Houma, LA 70363
APPRAISED VALUE OF SUBJECT PROPERTY \$ 45,000
CLIENT
Name Mr. Christopher Pulaski, PLA
Company Name Terrebonne Parish Consolidated Government
Company Address 8026 Main Street, 2nd Floor
Houma, LA 70360
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
- ☐ Did inspect exterior of subject property from street
Date of Inspection _____
- ☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
- ☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

ADDITIONAL COMMENTS				
Intended User	Terrebonne Parish Consolidated Gov.			
Property Address	Lot C-2 (East Street)			
City	Houma	County	Terrebonne	State LA Zip Code 70363
Client	Terrebonne Parish Consolidated Government			

SCOPE OF THE APPRAISAL

The scope of this appraisal includes the research and collection of data relating to recent economic development, sales and rental activity in the subjects market area. Information was collected from court records, Deedfax, MLS, Tri Parish Data Service, buyers and sellers, zoning, planning and other various sources. Listings were considered as they have an impact on value.

LEGAL DESCRIPTION

PROPERTY TAXES: In Louisiana, owner occupied residential properties are allowed to file for "Homestead Exemption". This exempts the owner from the first \$75,000 in state and parish property taxes. The remainder is assessed at 10% of value. This exempts most properties from state and parish property taxes.

NEIGHBORHOOD

The compatibility of improvements is overall average. The subject subdivision has easy access to all consumer related facilities. No adverse influences were noted.

SITE

Due to the scale and lack of good landmarks on the maps it is recommended that the user of this appraisal verify the exact flood zone by a survey or other reliable method.

COMMENTS AND CONDITIONS OF APPRAISAL

Please see the Certification and Statement of Limiting Conditions attached.

PURPOSE OF THE APPRAISAL - The purpose of this appraisal is to estimate the Market Value of the subject property as of the appraisal date.

FUNCTION OF THE APPRAISAL - The function of the appraisal is for use by TPCG for private purposes.. The function of the appraisal has in no way cause me to modify the techniques ordinarily employed to estimate market value.

EXPOSURE TIME: Is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The subject exposure time for the subject is the same as the Marketing Time listed in the neighborhood section of the appraisal form. The estimated exposure time is 3-6 months.

Per Louisiana House Bill 1014, Part 3014- Section B - page 2, lines 22 & 23: "The licensed real estate appraiser shall include within the body of the appraisal report the amount of the appraiser's fee for appraisal services." On this appraisal assignment, the fee is \$400.00.

The global outbreak of a novel coronavirus known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO)on March 11, 2020. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of any unforeseen event, subsequent to the effective date of the appraisal.

SCOPE OF APPRAISAL				
Intended User	Terrebonne Parish Consolidated Gov.			
Property Address	Lot C-2 (East Street)			
City	Houma	County	Terrebonne	State LA Zip Code 70363
Client	Terrebonne Parish Consolidated Government			

An APPRAISAL is defined in the Uniform Standards of Appraisal Practice (USPAP) as:
"(Noun) the act or process of developing an opinion of value; an opinion of value.
(Adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services."

SCOPE OF WORK is defined in the Uniform Standards of Appraisal Practice (USPAP) as:
"the type and extent of research and analysis in an assignment".
Scope of work includes, but is not limited to, the following:
* the extent to which the property is identified;
* the extent to which tangible property is inspected;
* the type and extent of data researched; and
* the type and extent of analysis applied to arrive at opinions or conclusions.

The appraisal problem is solved by effective application of the Appraisal Process, a logical framework of three steps common to the appraisal of real property as well as to scientific research and economic analysis, in general. The steps, specific to the appraisal process, as defined by USPAP, are:
1) Identify the problem to be solved;
2) Determine and perform the scope of work necessary to develop credible assignment results, and
3) Disclose the scope of work in the report

An appraisal is not an economic or feasibility analysis, title opinion, ground survey, environmental study, engineering or structural or geological analysis, or an analysis of mineral rights. an appraiser is not an accountant, attorney, surveyor, engineer, chemist, contractor or building inspector NOTE: for the purposes of this report, the word "inspect" means "...visit; look over..." The appraiser does not perform an inspection of structure, systems, etc. Only readily-observable conditions are noted; concealed conditions may exist and the appraiser does not perform "invasive" inspection methods (not even to the extent of looking "under or on top of" property components).

It is beyond the scope of this report to expect the appraiser to:

1. Hire an attorney to check the title to the property and discover any defects in the title or any lessening of the "fee simple"rights caused by deed restrictions, leases, mineral leases and/or surface rights, easements, right of ways, etc. Only those noted in this report are considered. The existence of such restrictions beyond those noted in the report may be cause for reconsideration of the value conclusions.
2. Hire an engineer to survey the property to ascertain exact dimensions, areas and boundaries.
3. Hire an expert to perform soil borings and/or analysis to determine the adequacy of the load bearing capacity or fertilityness of the soil, or existence o jurisdictional wetlands.
4. Hire an expert to discover the existence of any structural defects, or hazardous materials on, under, near or within the property.

Identify the problem is necessary to describe what the client and intended users of the appraisal expect to learn from the appraisal, identify any unique realty interests considered, establish the date of appraisal, set forth the appraisal objective and clearly state the type value under consideration, together with conditions and assumptions, if any.

To Determine and Perform the scope of work necessary; the appraiser's research must be properly focused and successfully executed in order to produce accurate and representative information from objective, unbiased sources. The appraiser plans the appraisal then executes the plan.

Common Sources of Data:
1. Clerk of Court Records
2. Realtor Board Multiple Listing Service
3. Legal News
4. Real Estate Data Services
5. Deed-Fax Court Records Service
6. Interview with Knowledgeable Persons
7. Appraiser's File Records

When complete, the appraiser's Scope of Work will be revealed, or disclosed in the report document. The appraiser's analysis and conclusion entails the application of various economic techniques together with appraisal judgement in consideration of pertinent data, producing a final objective unbiased conclusion for the real estate that is the subject of this appraisal report.

SCOPE OF APPRAISAL				
Intended User	Terrebonne Parish Consolidated Gov.			
Property Address	Lot C-2 (East Street)			
City	Houma	County	Terrebonne	State LA Zip Code 70363
Client	Terrebonne Parish Consolidated Government			

The Problem To Be Solved:

The appraisal problem, simply defined, involves estimating the current Market Value of the subject property. The client of this assignment, any additional intended users and the function of the appraisal is stated within the appraisal report.

The Scope Of Work Necessary To Develop Credible Assignment Results:

The property was identified by legal description and area maps, then "inspected" (see definition of "inspected") by the appraiser. Physical measurements were made, the subject photographed and the owner interviewed, when available. Research in available databases was made to reveal any additional information available about the subject, including Realtor MLS and courthouse record research.

The Type And Extent Of Data Researched:

The Realtor MLS and courthouse records were researched for sales and leases of similar "comparable" properties. Criteria for research of comparable data includes, but is not limited to, "time" or "date of sale", location or proximity, physical characteristics including age, condition, construction type, size, quality and use or utility, and any special conditions of sale (such as special financing).

The Type & Extent Of Analysis Applied To Arrive At Opinions Or Conclusions:

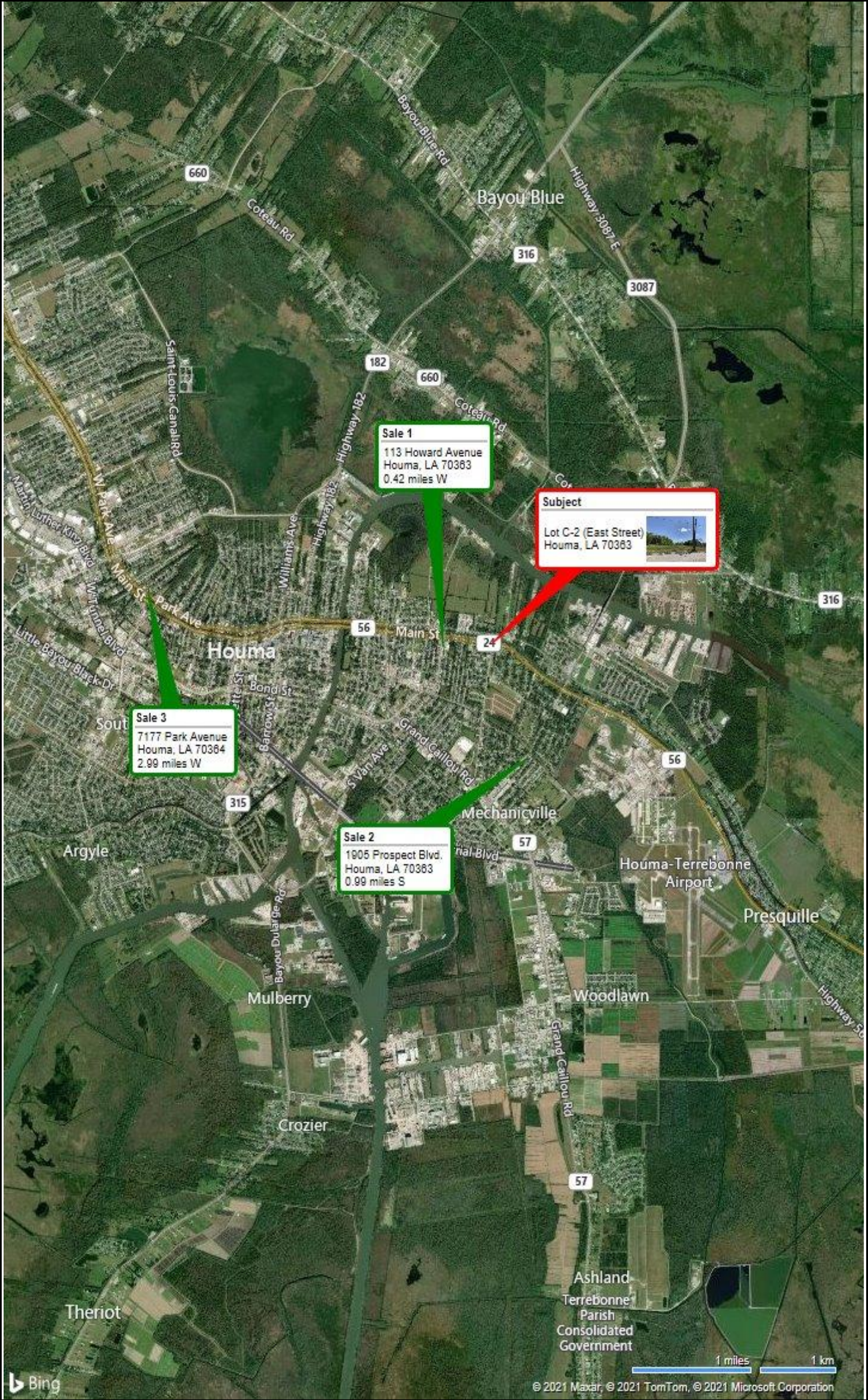
An analysis is made of the subject property in an attempt to estimate its highest and best use in the market area as of thedate of the appraisal. Next, the data is analyzed by comparison of the criteria described above with respect to the subject and comparables. Additionally, the area and neighborhood, in which the subject property is located, are analyzed. Particular attention is given to the development and use trends prevalent in the area.

In the valuation of real estate, the normal procedure is to apply the three (3) commonly accepted approaches to value, i.e., the Cost Approach, the Income Approach, and the Direct Sales Comparison Approach. When certain approaches are not included, the reason(s) have been stated within the appraisal report.

The final value estimate is the result of a reconciliation of those indications arrived at by the applicable approaches. The greatest credence is generally given that approach whose value indication was derived through the use of the most reliable and comparable market information.

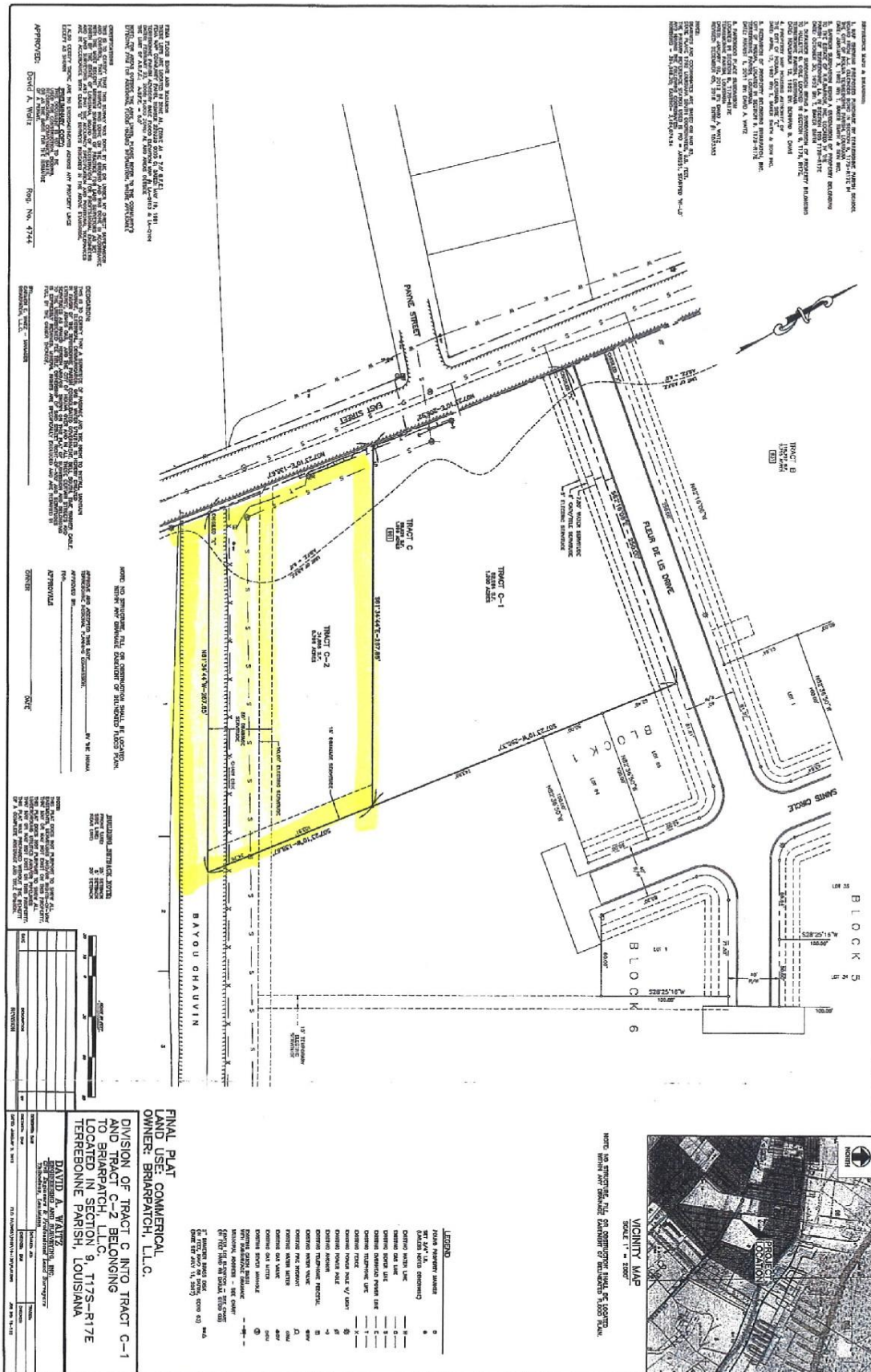
LOCATION MAP

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	Lot C-2 (East Street)		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		



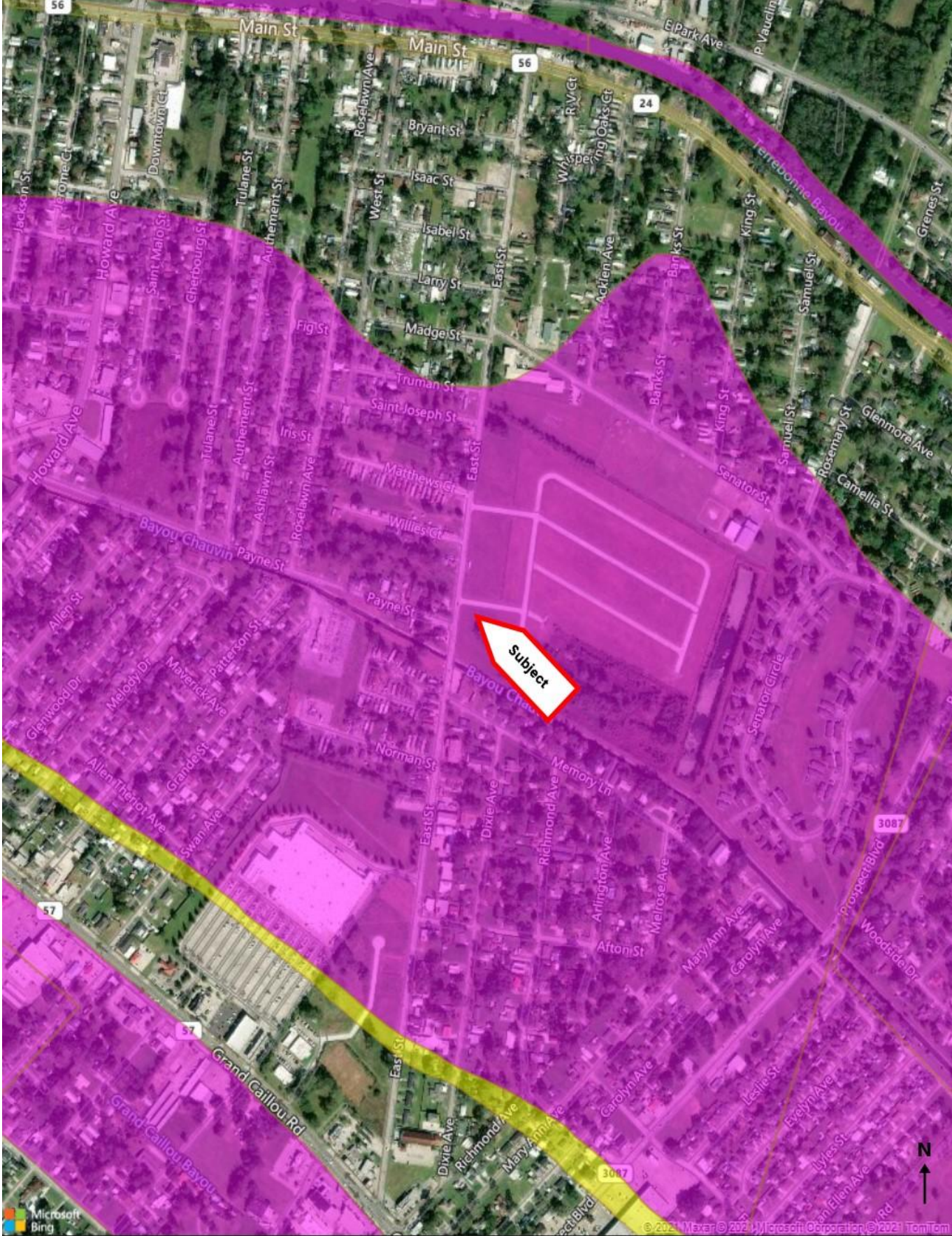
SITE PLAN

Intended User	Terrebonne Parish Consolidated Gov.				
Property Address	Lot C-2 (East Street)				
City	Houma	County	Terrebonne	State	LA
				Zip Code	70363
Client	Terrebonne Parish Consolidated Government				



FLOOD MAP

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	Lot C-2 (East Street)		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		



Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards

- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

Flood Zone Determination

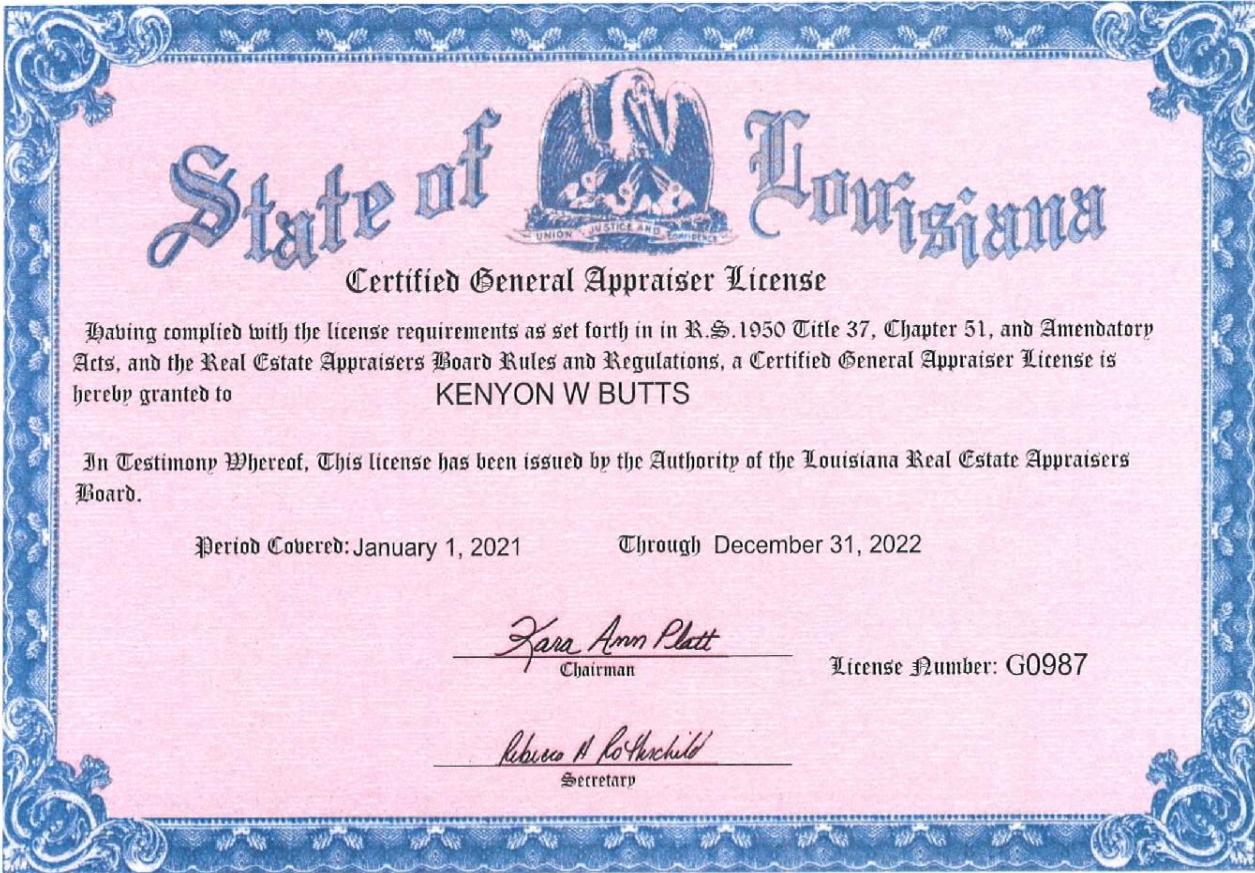
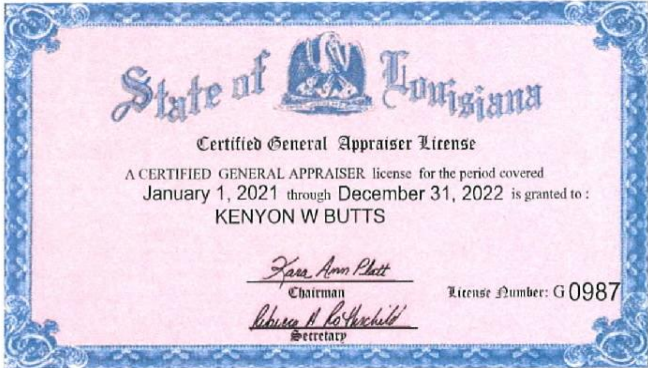
Latitude: 29.588553
Longitude: -90.689596
Community Name: HOUMA, CITY OF
Community: 220220
SFHA (Flood Zone): Yes
Within 250 ft. of multiple flood zones: Yes
Zone: A1
Map #: 2202200005C
Panel: 0005C
FIPS Code: 22109
Census Tract: 7

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

APPRAISAL LICENSE

Intended User	Terrebonne Parish Consolidated Gov.				
Property Address	Lot C-2 (East Street)				
City	Houma	County	Terrebonne	State	LA
				Zip Code	70363
Client	Terrebonne Parish Consolidated Government				

0987
APR-CGA



TAX DATA SHEET

Intended User	Terrebonne Parish Consolidated Gov.				
Property Address	Lot C-2 (East Street)				
City	Houma	County	Terrebonne	State	LA
				Zip Code	70363
Client	Terrebonne Parish Consolidated Government				

Terrebonne Parish
Current Assessment Listing

Parcel#

18798

Primary Owner

BRIARPATCH, INC.

Mailing Address

7849 PARK AV

HOUMA LA 70364

Legal

ON THE RIGHT DESCENDING BANK OF BAYOU TERREBONNE. BOUNDED ABOVE BY R. B. BUTLER, ET ALS. BOUNDED BELOW BY MRS. HALETTE B. COLE. PART OF SECTION 9, T17S-R17E. LESS TRACT OF LAND CONTAINING 9.7 ACRES SOLD TO TERREBONNE PARISH SCHOOL BOARD CB 337/451. LESS 6.904 ACRES DONATED TO SCHOOL BOARD CB 219/193 LESS 43.295 ACRES SOLD TO WESTGATE DEVELOPMENT, INC. CB 2333/563.

Parcel Items

Property Class	Assessed Value	Units	Homestead
MISC. LAND	8,600	8.00	0
TOTAL	8,600	8.00	0

Deeds

Deed#	Type	Date	Amount	Book	Page
--		1/1/1963	0.00	366	103
--		1/1/1960	0.00	296	310
--		1/1/1950	0.00	172	49
--		1/1/1926	0.00	84	44

Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To
NO	BRIARPATCH, INC.	YES	100.0000	100.0000	1/1/1900	

Locations

Subdivision	Lot	Block	Section	Township	Range	Tract
MECHANICSVILLE			09	17	17	

TAX DATA SHEET

Intended User	Terrebonne Parish Consolidated Gov.		
Property Address	Lot C-2 (East Street)		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Client	Terrebonne Parish Consolidated Government		

PARISH

Millage	Mills	Taxpayer Tax	Homestead Tax
PARISH TAX INSIDE	1.4900	12.81	0.00
CONSOLIDATED	57.1300	491.32	0.00
LIGHTING DISTRICT NO. 3A	1.0000	8.60	0.00
RECREATION DIST. NO. 11	10.0000	86.00	0.00
TOTALS	69.6200	598.73	0.00

CITY

Millage	Mills	Taxpayer Tax	Homestead Tax
CITY AD VALOREM TAX	6.2000	53.32	0.00
CITY-FIRE PROTECTION	5.0800	43.69	0.00
CITY-POLICE PROTECTION	5.0800	43.69	0.00
TOTALS	16.3600	140.70	0.00

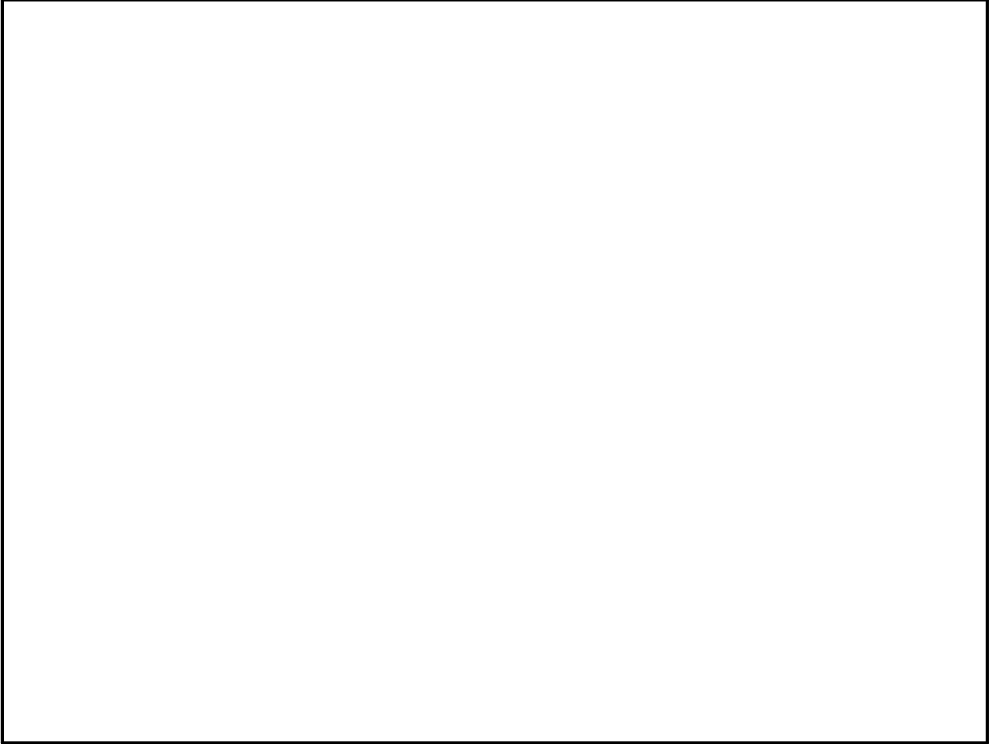


PHOTOGRAPH ADDENDUM

Intended User	Terrebonne Parish Consolidated Gov.				
Property Address	Lot C-2 (East Street)				
City	Houma	County	Terrebonne	State	LA
				Zip Code	70363
Client	Terrebonne Parish Consolidated Government				



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

DISCLOSURE ADDENDUM

Intended User	Terrebonne Parish Consolidated Gov.						
Property Address	Lot C-2 (East Street)						
City	Houma	County	Terrebonne	State	LA	Zip Code	70363
Client	Terrebonne Parish Consolidated Government						

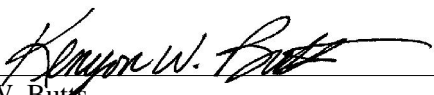
DEFINITION OF INSPECTION:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

DIGITAL SIGNATURES:

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

APPRAISER:



Signature: _____

Name: Kenyon W. Butts

Name: _____

Date Signed: April 27, 2021

Date Signed: _____

State Certification #: G987

State Certification #: _____

or State License #:

or State License #: _____

State: LA

State: _____

Expiration Date of Certification or License: 12/31/2022

Expiration Date of Certification or License: _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

☐ Did

☐ Did Not Inspect Property

USPAP Compliance Addendum

File No. K2104006

Borrower/Client	Terrebonne Parish Consolidated Gov.		
Property Address	Lot C-2 (East Street)		
City	Houma	County	Terrebonne
		State	LA
		Zip Code	70363
Lender/Client	Terrebonne Parish Consolidated Government		

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- ☒ **Appraisal Report** This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- ☐ **Restricted Appraisal Report** This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

- ☒ I have **NOT** performed services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- ☐ I have **NOT** made a personal inspection of the property that is the subject of this report.
- ☒ I **HAVE** made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS


Additional USPAP related issues requiring disclosure and/or any state mandated requirements: **EXPOSURE TIME:** Is defined as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The subject exposure time for the subject is the same as the Marketing Time listed in the neighborhood section of the appraisal form. The exposure time for the subject property was developed from sales information deemed to be similar to subject and captured as median days on market in the 1004MC form.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 120/180 day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 120/180 day(s).

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature	
Name	Kenyon W. Butts
Date of Signature	April 27, 2021
State Certification #	G987
or State License #	
State	LA
Expiration Date of Certification or License	12/31/2022
Effective Date of Appraisal	April 8, 2021

Signature	
Name	
Date of Signature	
State Certification #	
or State License #	
State	
Expiration Date of Certification or License	
Supervisory Appraiser Inspection of Subject Property:	
<input type="checkbox"/> Did Not	<input type="checkbox"/> Exterior-only from Street
	<input type="checkbox"/> Interior and Exterior



Wednesday, August 25, 2021

Item Title:

Introduction of an Ordinance to name the Courthouse Square the Edward P. "Bubby" Lyons Courthouse Square

Item Summary:

An ordinance to name the Courthouse Square the "Edward P. 'Bubby' Lyons" Courthouse Square and to provide for related matters.

1. Consider adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/5/2021	Executive Summary
Bubby Lyons Revised ORD	8/5/2021	Ordinance
Cover Memo	8/5/2021	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Introduction of an Ordinance to name the Courthouse Square the Edward P. "Bubby" Lyons Courthouse Square

PROJECT SUMMARY (200 WORDS OR LESS)

In celebration of his local service and character, the Terrebonne Parish President and the Terrebonne Parish Council wish to preserve his legacy by naming the Courthouse Square the Edward P. "Bubby" Lyons Courthouse Square and to provide for related matters and calling for a public hearing on said matter for Wednesday, August 25, 2021 at 6:30p.m.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Mr. Edward P. "Bubby" Lyons was a veteran of the United States Army and a native of Little Caillou in Terrebonne Parish and dedicated himself to public service, serving on the Terrebonne Parish Police Jury in 1968. Mr. Bubby was elected mayor of Houma in 1978, during which time he was instrumental in the push to consolidate the city and parish governments. Once Mr. Bubby was successful in consolidation, he served as the TPCG's first Parish President from 1984 through 1988. Even after Mr. Bubby left the Parish of Terrebonne for Mandeville, he served at the local level in 2009 to serve as interim mayor after the resignation of the then mayor, making him the only person in Louisiana to serve as mayor of two cities. Mr. Bubby departed this earth on May 14, 2021 at the age of 91, surrounded by his family.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

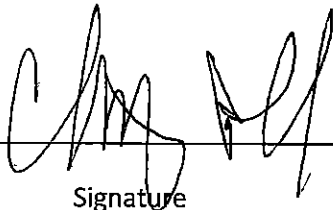
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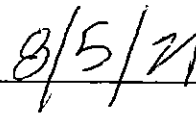
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Signature



Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO NAME THE COURTHOUSE SQUARE IN TERREBONNE PARISH IN HONOR OF THE LATE EDWARD P. "BUBBY" LYONS, THE FIRST TERREBONNE PARISH PRESIDENT, AND AMEND PERTINENT SECTIONS OF THE TERREBONNE PARISH CODE OF ORDINANCES TO REFLECT THE NEW NAME.

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, Mr. Edward P. "Bubby" Lyons, a veteran of the United States Army and a native of Little Caillou in Terrebonne Parish, dedicated himself to public service, serving on the Terrebonne Parish Police Jury in 1968;

WHEREAS, Mr. Bubby was elected mayor of Houma in 1978, during which time he was instrumental in the push to consolidate the city and parish governments;

WHEREAS, once Mr. Bubby was successful in consolidation, he served as the TPCG's first Parish President from 1984 through 1988;

WHEREAS, even after Mr. Bubby left the Parish of Terrebonne for Mandeville, he served at the local level in 2009 to serve as interim mayor after the resignation of the then mayor, making him the only person in Louisiana to serve as mayor of two cities;

WHEREAS, Mr. Bubby departed this earth on May 14, 2021 at the age of 91, surrounded by his family;

WHEREAS, in honor of Mr. Bubby, and to celebrate his local service and character, the Terrebonne Parish President and the Terrebonne Parish Council wishes to preserve his legacy by naming the Courthouse Square the **Edward P. "Bubby" Lyons Courthouse Square**.

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Parish President and the Terrebonne Parish Consolidated Government, that the Courthouse Square be and is hereby named **Edward P. "Bubby" Lyons Courthouse Square**; and

NOW, THEREFORE BE IT FURTHER ORDAINED that the Administrators of the Terrebonne Parish Consolidated Government shall cause any permitting documents under Section 21-29 of the Terrebonne Parish Code of Ordinances, or any similar documents, to be amended to reflect the new name of the Square and shall maintain the documents on file for business purposes; and

NOW, THEREFORE BE IT FURTHER ORDAINED by the Terrebonne Parish Council that Sections 21-28, 21-29, and 21-33 of the Parish Code of ordinances shall be and are hereby amended to read:

Sec. 21-28. - Closing hours for Parish Edward P. "Bubby" Lyons Courthouse Square, Downtown Memorial Park and the Downtown Marina.

(a) It shall be unlawful for any person, regardless of age, to remain within the boundaries of the Parish Edward P. "Bubby" Lyons Courthouse Square, Downtown

Memorial Park, and the Downtown Marina, between the hours of 11:00 p.m. and 5:00 a.m.

(b) There shall be exempted from this section any activity sponsored by the parish government, whether same by the meetings of the council or any activity for which a permit has been issued that may extend beyond the hour of closure.

(c) Any person who shall violate the provisions of this section shall be guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for not more than thirty (30) days in the parish jail, or both, at the discretion of the court.

Sec. 21-29. - Alcoholic beverages—In Parish Edward P. “Bubby” Lyons Courthouse Square, Downtown Memorial Park and the Downtown Marina.

(a) It shall be unlawful for any person to possess and/or consume alcoholic beverages in the ~~parish court square~~ Edward P. “Bubby” Lyons Courthouse Square located directly in front of the courthouse building and bordered by Main Street, Goode Street and Church Street, in the Downtown Memorial Park, and in the Downtown Marina, with the exception that alcoholic beverages may be consumed aboard vessels moored at the marina in accordance with Coast Guard and boating regulations.

(b) For the purpose of this section, the term "alcoholic beverage" shall coincide with the definition contained in [section 4-1](#).

(c) Organizations conducting an activity in the Edward P. “Bubby” Lyons Courthouse Square, Downtown Memorial Park and Downtown Marina that has been duly permitted by the Parish Government may be exempt from the provisions of this section, providing that permission is granted by the parish president and the council chairman.

(d) The parish government shall install and maintain signs appropriately placed in the Edward P. “Bubby” Lyons Courthouse Square, Downtown Memorial Park and the Downtown Marina, advising the general public of the prohibitions contained in this section.

Sec. 21-33. - Recreational facilities.

The following facilities and properties, maps of which are maintained in the parish planning department, are established as recreational facilities in Terrebonne Parish:

Southdown Bike Trail, including the Leland Robichaux Loop at Southdown Trail.

Westside Bike Trail.

Westside Boulevard Corridor Bike Route System.

Bayou Terrebonne Bayouwalk.

Edward P. “Bubby” Lyons Courthouse Square, fronting on Main Street between Church Street and Goode Street in Houma, Louisiana.

* * *

SECTION II

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

SECTION III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this _____.

CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
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, **SUZETTE THOMAS**, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____DAY of _____ 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



P.O. BOX 6097
HOUMA, LOUISIANA 70361
(985) 868-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
(985) 868-3000

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

MEMORANDUM

To: Hon. Gordon E. Dove
Parish President

From: Chris Pulaski, Director
Planning & Zoning Department

Date: August 5, 2021

Re: Rename Courthouse Square Park for Bubby Lyons

In celebration of his local service and character, the Terrebonne Parish President and the Terrebonne Parish Council wishes to preserve his legacy by naming the Courthouse Square the **Edward P. "Bubby" Lyons Courthouse Square**.

Please feel free to contact me at (985) 873-6569 or at cpulaski@tpcg.org with any questions concerning this matter.

Category Number:
Item Number: G.



Wednesday, August 25, 2021

Item Title:

An Ordinance Amending Ordinance No. 5349 to change the street name of Fairmont Dr

Item Summary:

An ordinance to amend Ordinance No. 5349 to change the street name of Fairmont Avenue to Fairmont Drive in order to reflect the correct street name.

1. Consider adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	8/6/2021	Executive Summary
Ordinance	8/6/2021	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An Ordinance Amending Ordinance No. 5349 to Change the Street Name of Fairmont Avenue to Fairmont Drive in Order to Reflect the Correct Street Name

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG wishes to amend portions of Ordinance No. 5349 to correct the street name from Fairmont Avenue to Fairmont Drive. The 2-way stop will remain and Section 18-89 of the Terrebonne Parish Code of Ordinances has it already listed correctly as Fairmont Drive.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The ordinance lists the incorrect street name. This ordinance will correct the name.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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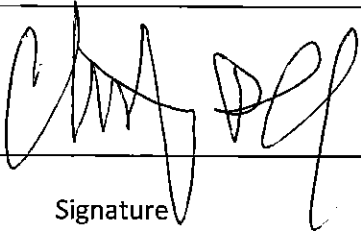
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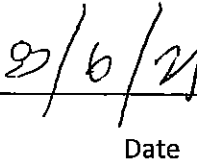
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Signature


Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO: _____

AN ORDINANCE AMENDING ORDINANCE NO. 5349 TO CHANGE THE STREET NAME OF FAIRMONT AVENUE TO FAIRMONT DRIVE IN ORDER TO REFLECT THE CORRECT STREET NAME.

WHEREAS, Ordinance No. 5349 created a 2-way stop at the intersection of Kellie Drive and Fairmont Avenue; and

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to amend or repeal previous Ordinances; adopt or amend an administrative code; and establish a rule or regulation imposing fines or other penalties; and

WHEREAS, Fairmont Avenue does not exist; and

WHEREAS, the Terrebonne Parish Consolidated Government now wishes to correct Ordinance No. 5349 to reflect the correct street name of Fairmont Drive.

NOW BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Ordinance No. 5349 be hereby amended to change Fairmont Avenue to Fairmont Drive.

SECTION I

Terrebonne Parish Council Ordinance No. 5349 shall be and is amended to correct the street name of Fairmont Drive.

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

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

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for 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: None.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the ____ day of _____ 2021.

DARRIN W. GUIDRY, SR., CHAIRMAN
TERREBONNE PARISH COUNCIL

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed _____
Gordon E. Dove, Parish President or his designee, Michael Toups Parish Manager,
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, SUZETTE THOMAS, 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 _____, 2021, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____ 2021.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Wednesday, August 25, 2021

Item Title:

2021 Various Items for Budget Amendment

Item Summary:

An ordinance to amend the 2021 Adopted Operating Budget, 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. Road Lighting District #10, \$5,000
- II. Houma Downtown Marina, \$5,842
- III. Houma Downtown Marina, \$2,800
- IV. Le Petit Facility Improvements, \$10,000
- V. Engineering, -0-
 - a. add one Engineer in Training Grade 205
- VI. Sanitation-new department, \$514,360
- VII. Civic Center Sidewalks, \$211,701
- VIII. East Houma/East Park Walking Trails, \$10,000
- 1. Consider adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2021 Various Items for Budget Amendment	8/5/2021	Executive Summary
2021 Various Items for Budget Amendment	8/5/2021	Ordinance
2021 Various Items for Budget Amendment	8/5/2021	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 2021 ADOPTED OPERATING BUDGET, 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. Road Lighting District #10, \$5,000</div> <div>II. Houma Downtown Marina, \$5,842</div> <div>III. Houma Downtown Marina, \$2,800</div> <div>IV. Le Petit Facility Improvements, \$10,000</div> <div>V. Engineering, -0-<div>a. add one Engineer in Training Grade 205</div></div> <div>VI. Sanitation-new department, \$514,360</div> <div>VII. Civic Center Sidewalks, \$211,701</div> <div>VIII. East Houma/East Park Walking Trails, \$10,000</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

August 4, 2021
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE 2021 ADOPTED OPERATING BUDGET, 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. Road Lighting District #10, \$5,000
- II. Houma Downtown Marina, \$5,842
- III. Houma Downtown Marina, \$2,800
- IV. Le Petit Facility Improvements, \$10,000
- V. Engineering, -0-
 - a. add one Engineer in Training Grade 205
- VI. Sanitation-new department, \$514,360
- VII. Civic Center Sidewalks, \$211,701
- VIII. East Houma/East Park Walking Trails, \$10,000

SECTION I

WHEREAS, Administration is requesting funding of \$5,000 for Road Lighting District #10 camera equipment, and

WHEREAS, the funding source is from the Road Lighting District #10 fund balance.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating Budget be amended for the Road Lighting District #10. (Attachment A)

SECTION II

WHEREAS, the Houma Downtown Development Corporation receives auto rental tax revenues, and

WHEREAS, the revenues of \$5,842 will be used for playground equipment at the Marina.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating Budget be amended for the playground equipment at the Marina. (Attachment B)

SECTION III

WHEREAS, the Houma Downtown Development Corporation receives docking fees, and

WHEREAS, the revenues of \$2,800 will be used for playground equipment at the Marina.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating Budget be amended for the playground equipment at the Marina. (Attachment C)

SECTION IV

WHEREAS, the Le Petit Theatre de Terrebonne, Inc. contributed \$10,000 toward the facility improvements of the Theatre, and

WHEREAS, the funds contributed will be used for the design and construction associated with the project.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating Budget and the 5-Year Capital Outlay Budget be amended to recognize the funding for the Le Petit Facility Improvements. (Attachment D)

SECTION V

WHEREAS, Administration is requesting to amend the Engineering Operating Budget and Budgeted Positions, adding one Engineer in Training, Grade 205, and

WHEREAS, there is no change in funding.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating Budget and Budgeted Positions be amended to recognize the necessary change for the Engineering positions. (Attachment E)

SECTION VI

WHEREAS, Administration is requesting to amend the Sanitation Operating Budget and Budgeted Positions by adding a separate department for Vegetation in the Chart of Accounts, and

WHEREAS, by adding the separate department in the Chart of Accounts for Accounting and Budget purposes, the activity of the department can be easily accessible, and

WHEREAS, the budgeted dollars for the change is \$514,360, and

WHEREAS, the funding source is from the Sanitation net position.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating Budget and Budgeted Positions be amended to recognize the necessary change for the Vegetation Department. (Attachment F)

SECTION VII

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) desires to provide protection to the people of this Parish, and

WHEREAS, TPCG would like to construct a sidewalk from LA 311 to LA 182 along Civic Center Boulevard, and

WHEREAS, TPCG has received additional funding in the amount of \$211,701 out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD, and

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating and 5-Year Capital Outlay Budget be amended for the Civic Center Sidewalk Project. (Attachment G)

SECTION VIII

WHEREAS, the Louisiana Department of Transportation & Development (DOTD) has entered into an Entity/State Agreement with Terrebonne Parish Consolidated Government on the Bayou Terrebonne East SW Project, Phase 2 (East Houma/East Park Walking Trails Project), and

WHEREAS, the project will consist of the construction of approximately 1,300 linear feet of sidewalks in the southbound right-of-way of the LA 24 bridge over the Intercoastal Waterway between Main Street and Bayou Terrebonne and related work, and

WHEREAS, the project needs and additional \$10,000 in funding, and

WHEREAS, the additional funding is coming from the Capital Projects Control Fund.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2021 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Houma/East Park Walking Trails Project. (Attachment H)

SECTION IX

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby authorizes Gordon Dove, Parish President, to execute any and all documents for these amendments as approved by the legal department.

SECTION X

If any work, 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 XI

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.

Prepared By: Finance Department
PC File: 2021-Various Items – N
Date Prepared: 8/2/2021 BA #17

ATTACHMENT A - Road Lighting District #10

	2021		
	Adopted	Change	Amended
Camera Equipment		5,000	5,000
Fund Balance (decrease)	n/a	(5,000)	n/a

ATTACHMENT B - Houma Downtown Marina

	2021		
	Adopted	Change	Amended
Playground Equipment		5,842	5,842
HDDC St La Auto Rental Income	(2,500)	(174)	(2,674)
Fund Balance (decrease)	n/a	(5,668)	n/a

ATTACHMENT C - Houma Downtown Marina

	2021		
	Adopted	Change	Amended
Playground Equipment	5,842	2,800	8,642
Docking Fee	(1,700)	(2,800)	n/a

ATTACHMENT D - Le Petit Facility Improvements

	2021		
	Adopted	Change	Amended
Le Petit Facility Improvement	1,681,135	10,000	1,691,135
Le Petit Theatre		(10,000)	(10,000)

ATTACHMENT E - Engineering

	2021						
	Adopted	Change	Amended	Level	MIN	MID	MAX
Engineer in Training	2	1	3	205	37,112	46,390	55,667

ATTACHMENT F - Sanitation

	2021		
	Adopted	Change	Amended
Salary Reimbursement	(5,000)	(345,624)	(350,624)
Salaries & Wages	1,204,841	(146,275)	1,058,566
Overtime	115,000	(25,000)	90,000
FICA	81,830	(9,069)	72,761
Medicare	19,138	(2,121)	17,017
Pension	98,988	(10,971)	88,017
Group Insurance	433,800	(36,333)	397,467
Unemployment Compensation	19,797	(2,194)	17,603
Workmen's Compensation	68,973	(10,034)	58,939
Salary Reimbursement		345,624	345,624
Salaries & Wages		146,275	146,275
Overtime		25,000	25,000
FICA		9,069	9,069
Medicare		2,121	2,121
Pension		10,971	10,971
Group Insurance		36,333	36,333
Unemployment Compensation		2,194	2,194
Workmen's Compensation		10,034	10,034
Employment Physicals		500	500
Other Employee Requirement		500	500
Office Supplies		3,000	3,000
Uniforms		6,000	6,000
Gasoline & Oil		60,000	60,000
Lubricants		8,000	8,000
Operating Supplies		23,000	23,000
Materials Reimbursement		460	460
Gravel, Sand, Dirt & Shells		5,000	5,000
Chemicals		21,000	21,000
Small Tools & Instruments		5,000	5,000
Communication Equip Services		10,000	10,000
Industrial Equip Rental		10,000	10,000
Other Contracts & Leases		355,150	355,150
Legal Fees		3,000	3,000
Other Fees		2,500	2,500
Recording Fees		1,000	1,000
Membership Dues		250	250
Net Position (decrease)	n/a	(514,360)	n/a

ATTACHMENT F-Sanitation

	2021						
	Adopted	Change	Amended	Level	MIN	MID	MAX
Equip Oper I- Dept 441	5	(4)	1	104	23,603	29,504	35,404
Oper Supv-Dept 441	3	(1)	2	109	35,974	44,967	53,960
Field Tech II-Dept 441	7	(1)	6	104	23,603	29,504	35,404
Crew Leader-Dept 441	4	(3)	1	107	29,730	37,163	44,595
Equip Oper II-Dept 441	6	(2)	4	106	27,275	34,094	40,913
Equip Oper I- Dept 445		4	4	104	23,603	29,504	35,404
Oper Supv-Dept 445		1	1	109	35,974	44,967	53,960
Field Tech II-Dept 445		1	1	104	23,603	29,504	35,404
Crew Leader-Dept 445		3	3	107	29,730	37,163	44,595
Equip Oper II-Dept 445		2	2	106	27,275	34,094	40,913

ATTACHMENT G - Civic Center Sidewalks

	2021		
	Adopted	Change	Amended
DOTD - Civic Center Sidewalks	-	(211,701)	(211,701)
Civic Center Sidewalks - DOTD	69,979	211,701	281,680

ATTACHMENT H - East Houma/East Park Walking Trails

	2021		
	Adopted	Change	Amended
East Houma/East Park Walking	207,225	10,000	217,225
Civic Center Sidewalks - DOTD	69,979	(10,000)	59,979

Section 1

Kayla Dupre

From: Kandace Mauldin
Sent: Friday, July 30, 2021 10:50 AM
To: Kayla Dupre
Subject: Budget Amendment

Can you do a budget amendment for RLD #10 to move \$5,000 from fund balance to 276-321-8915-08

Thanks

Kandace M. Mauldin, CPA

Chief Financial Officer

Terrebonne Parish Consolidated Government

P. O. Box 2768

Houma, LA 70361

Office: 985-873-6459

FAX: 985-873-6457



Rhonda Samanie

From: Christopher Pulaski
Sent: Friday, July 30, 2021 9:18 AM
To: Rhonda Samanie
Cc: Anne Picou; Kayla Dupre
Subject: RE: Marina playground equipment

Ok – thanks. I'm good with all of it.

Christopher M. Pulaski, PLA
Terrebonne Parish Planning & Zoning
(985) 873-6569
cpulaski@tpcg.org
"Saltwater Fishing Capital of the World"

From: Rhonda Samanie <rsamanie@tpcg.org>
Sent: Friday, July 30, 2021 9:17 AM
To: Christopher Pulaski <cpulaski@tpcg.org>
Cc: Anne Picou <apicou@tpcg.org>; Kayla Dupre <kdupre@tpcg.org>
Subject: RE: Marina playground equipment

The money from Docking Fees & Car Rental Tax would be a Budget Amendment & the money in HDDC Marina Operating would be a LIA.

From: Christopher Pulaski <cpulaski@tpcg.org>
Sent: Friday, July 30, 2021 9:16 AM
To: Rhonda Samanie <rsamanie@tpcg.org>
Cc: Anne Picou <apicou@tpcg.org>; Kayla Dupre <kdupre@tpcg.org>
Subject: RE: Marina playground equipment

I approve. Would this be a budget amendment to go before the Council or can this be done as a budget line item adjustment?

Christopher M. Pulaski, PLA
Terrebonne Parish Planning & Zoning
(985) 873-6569
cpulaski@tpcg.org
"Saltwater Fishing Capital of the World"

From: Rhonda Samanie <rsamanie@tpcg.org>
Sent: Friday, July 30, 2021 7:56 AM
To: Christopher Pulaski <cpulaski@tpcg.org>
Cc: Anne Picou <apicou@tpcg.org>; Kayla Dupre <kdupre@tpcg.org>
Subject: FW: Marina playground equipment

Chris,

After speaking with Anne regarding the purchase of the Volta Spinner we have decided use the following funds to purchase:

151-000-6477-01 \$2,800.00 Docking Fees (Budget Amendment to be done)
151-000-6499-04 \$5,842.00 Car Rental Tax (Budget Amendment to be done)
151-680-8225-03 \$1,613.00 HDDC Marina Operating (LIA to be done)

Total \$10,255.00 to be put in 151-680-8915-07 Playground Equipment

Can you please send your approval for this?

Thank you,

Rhonda Samanie
Budget Assistant-Finance Dept.
Terrebonne Parish Consolidated Government
Phone (985) 873-6733
Fax (985) 873-6457
Email rsamanie@tpcg.org

From: Anne Picou <apicou@tpcg.org>
Sent: Thursday, July 29, 2021 4:02 PM
To: Rhonda Samanie <rsamanie@tpcg.org>
Subject: RE: Marina playground equipment

Good day Rhonda,

I need to clarify the budget to pay for the playground equipment at the marina for the Volta Spinner. \$2,800.00 will come from overnight stay account collection at the downtown marina. \$ 5,842.39 will come from Auto Rental tax Collection and \$ 1,617.34 will come from the budget for the HDDC 2021 account. Thank you kindly for your patience and direction to find the appropriate funding for this project at the downtown Marina.

Best regards,
Anne

From: Rhonda Samanie
Sent: Tuesday, July 27, 2021 2:09 PM
To: Anne Picou
Subject: RE: Marina playground equipment

Anne,

I need you to call me about this when you have a minute.

Thanks
Rhonda

From: Anne Picou <apicou@tpcg.org>

Sent: Monday, July 26, 2021 3:17 PM

To: Rhonda Samanie <rsamanie@tpcg.org>; Angela Guidry <aguidry@tpcg.org>; Christiana Udom <cudom@tpcg.org>; Christopher Pulaski <cpulaski@tpcg.org>

Subject: Marina playground equipment

Good day to all,

Please see attached documentation to generate a P.O. number to replace broken playground equipment at marina. I received a call today by Planet Recess informing me that they will go up on their pricing in August due to their transportation company increasing their prices.

I am asking if I can get before Friday, a P.O. number and documentation for the P.O. Number to submit to Planet Recess? Thank you kindly for the consideration.

Best regards,

Anne

Anne Picou
Main Street Manager
985-873-6408



HISTORIC
DOWNTOWN
HOUMA



LOUISIANA'S
BAYOU COUNTRY

TERREBONNE PARISH



Please consider the environment before printing this email.



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



Date: July 26, 2021

To: Chris Pulaski, Planning & Zoning Director

From: Anne Picou, Main Street Manager *af*

Re: Volta Spinner/ Marina replacement of equipment

The HDDC partners with the parish to oversee the downtown marina. In 2010 the HDDC was granted a grant through KABOOM! The grant provided Houma, Terrebonne with new playground equipment for the public to use and the area where it is housed has lower income citizens that may not have the ability to provide outdoor playing equipment to their children.

One piece of equipment has been breaking due to oversized kids utilizing the equipment in the wrong manner and once the HDDC board heard about this equipment breaking, they wanted to come up with a solution to provide the area with a new piece of equipment. The See Saw (broken equipment) has been barricaded to prevent someone from hurting themselves. The Main Street Program has generated \$5,404.14 from Auto Rental Tax and \$4,425.00 from overnight stays at the marina. The remaining \$425.59 will come from the marina account, 151-680-8349-01 totaling \$10,254.73 to replace the old equipment with new equipment called Volta Inclusive Spinner. This equipment is more durable for the outdoor area and it is more conducive to smaller children.

Please see the attached invoice from Planet Recess, they installed and they provide an annual inspection. Invoice number LA 10456321A in the amount of \$ 10,254.73. Please contact Anne Picou at 985-873-6408 once a hard copy of the P.O. Number is generated.

If you have any questions, please contact Anne Picou at 985-873-6408. Thank you kindly.

151-680-8225-03 1640

RECEIVED

JUL 26 2021

TPCG FINANCE DEPT

151-0006477-01 Docking Fee (overnight stays) ^{marina} can only use 2800 per Kayla
151-000-6499-01 Car Rental Tax Bal #5842.39

Rhonda Samanie

From: Anne Picou
Sent: Monday, July 26, 2021 3:17 PM
To: Rhonda Samanie; Angela Guidry; Christiana Udom; Christopher Pulaski
Subject: Marina playground equipment
Attachments: Volta spinner marina.pdf

Good day to all,

Please see attached documentation to generate a P.O. number to replace broken playground equipment at marina. I received a call today by Planet Recess informing me that they will go up on their pricing in August due to their transportation company increasing their prices.

I am asking if I can get before Friday, a P.O. number and documentation for the P.O. Number to submit to Planet Recess? Thank you kindly for the consideration.

Best regards,

Anne

Anne Picou
Main Street Manager
985-873-6408



TERREBONNE PARISH



Please consider the environment before printing this email.

PLANET RECESS, INC.
P.O. BOX 78160
BATON ROUGE, LA 70837-8160

INVOICE

DATE	7/21/2021
INVOICE NUMBER	LA10456321A
PO NUMBER	LA#104563-21A
TERMS	Due on receipt

BILL TO	SHIP TO
Terrebonne Parish Consolidated Government P.O. Box 2768 Houma, LA 70361	Downtown Marina 8228 Park Avenue Houma, LA 70364

REF NO.	QTY	DESCRIPTION	PRICE EACH	TOTAL
Playground Equip...	1	Volta Spinner		
Freight	1	Freight	6,450.00	6,450.00
PROINS-Playgrou...	1	Professional Installation of playground equipment	1,047.23	1,047.23
			2,757.50	2,757.50
Subtotal				\$10,254.73

THIS INVOICE MUST BE PAID AND POSTMARKED BY DUE DATE
TO AVOID FINANCE CHARGES OF 1 1/2% PER MONTH, 18% PER ANNUM.

Sales Tax (0.0%)	\$0.00
Payments/Credits	\$0.00
Balance Due	\$10,254.73

E-mail: melisa@planetrecess.com			
Phone #	800-344-6255	Fax #	225-778-4703

OK
AMP
7/26/21
Funds: Auto Rental Tax
Marina over night stays
Marina 151-680-8348-01



PLANET RECESS™
PARK & PLAYGROUND EQUIPMENT



P.O. Box 78160
Baton Rouge, Louisiana
70837-8160

QUOTATION

LA104563-21A
July 21th, 2021

Toll free - 800.344.6255
Local - 225.778.4700
Fax - 225.778.4703

CONTACT: Ann Picou - Terrebonne Parish Consolidated Government
PHONE: 985-873-6408
EMAIL: apicou@tpcq.org
SHIP TO: Downtown Marina
8226 E Park Ave.
Houma, LA 70363



item	quantity	description	total weight	List/Unit price	extended price
560-2579	1	EQUIPMENT Volta Inclusive Spinner	561	\$6,450.00	\$6,450.00
frgt	1	FREIGHT Shipping to site			\$1,047.23
Proins	1	PROFESSIONAL INSTALLATION Professional installation includes all tools, labor, and material needed to complete the project.			\$2,757.50

Thanks for the opportunity to submit this quote for your approval! Please note that Planet Recess Inc. implements a "Pay to Play" policy. Full payment required in order to use equipment or finished project.

Sub Total \$10,254.73
Sale Tax Exempt: \$0.00

President - Treyvor McAdams
LA ST Contractor #37277 / MS ST Contractor # 13345

TOTAL \$10,254.73

Authorized Distributor For:

Burke
PLAY THAT MOVES YOU.



All purchase orders and checks to be made payable to:

Planet Recess, Inc.
P.O. Box 78160
Baton Rouge, LA 70837

**** WARNING:** Do not install any playground equipment over paved surfaces such as concrete or asphalt. The complete area, including the space under and around all playground equipment, must be covered with an impact-absorbing material. If professional installation is elected, customer is responsible for disposing of packing materials such as cardboard and bubble wrap after Planet Recess, Inc. has compacted it and set it aside in an orderly manner. Install site must be surveyed for underground utilities.
15% Cancellation Charge after signed PO. Payment Terms: 50% down with order and balance in full upon delivery. PRI installation or Supervision. A credit application may be required. We are pleased to submit the above quotation for your consideration. Should you place an order, be assured that it will receive our prompt attention. Facsimile copy deemed equivalent of original.
Any changes require that a new quote be issued. Quote Valid 30 days. By signing below, you are agreeing to the terms above. A formal purchase order may be required.
Invoices should be paid in full within fifteen (15) days after receipt any invoice not paid within thirty (30) days of the invoice date shall bear interest at the rate of 1.5% per month until paid in full. The arrangement shall be deemed to be one on "open account" as that term is defined by Louisiana law.

NAME _____

Position _____

Date _____

Planet Recess and "Slide around the World" logo are registered trademarks of Planet Recess Inc.

Anne Picou

From: Rhonda Samanie
Sent: Friday, June 25, 2021 3:52 PM
To: Anne Picou
Subject: RE: 05/2021 Auto Rental Tax

Let me know what day & time you want to come next week

From: Anne Picou <apicou@tpcg.org>
Sent: Friday, June 25, 2021 3:51 PM
To: Rhonda Samanie <rsamanie@tpcg.org>
Subject: RE: 05/2021 Auto Rental Tax

Thank you

From: Rhonda Samanie
Sent: Tuesday, June 22, 2021 7:40 AM
To: Anne Picou
Subject: RE: 05/2021 Auto Rental Tax

\$5,404.14

Ans

From: Anne Picou <apicou@tpcg.org>
Sent: Friday, June 18, 2021 8:29 AM
To: Rhonda Samanie <rsamanie@tpcg.org>
Subject: FW: 05/2021 Auto Rental Tax

Good morning Rhonda,
Through this funding for Car Rentals within the parish, can you provide me with the amount secured in this account?
Thank you,
Anne

From: Penny Bates
Sent: Friday, June 18, 2021 8:08 AM
To: Anne Picou; Ava Fontenot; Deanna Zeringue; Jonathan Foret; Kayla Dupre; Melissa Bourgeois; Rhonda Samanie;
Sales Tax
Subject: 05/2021 Auto Rental Tax

Good Morning!

Please refer to the list below to determine the amount of your tax deposit from the auto rental tax collections for the month of May 2021. These funds will be deposited into your account today June 18, 2021 via electronic funds transfer (EFT).

- SLWDS \$ 417.41
- HDDC \$ 417.40
- TARC \$ 417.40

DDC Car Rental Tax
151-000-6499-04

<u>2016</u>		
1,236.47	car rental tax	
		<u>Balance</u>
		1,236.47
<u>2017</u>		
2,453.99	car rental tax	
		2,453.99
<u>2018</u>		
2,155.68	car rental tax	
	BA moving funds to Bike Rack Project (August 2018)	
		2,155.68
		(4,797.47)
<u>2019</u>		
3,193.48	car rental tax	
		3,193.48
<u>2020</u>		
4,264.90	car rental tax	
	BA moving funds for playground mulch at the Marina (May 2020)	
		4,264.90
		(5,339.00)
<u>2021</u>		
2,237.09	car rental tax	
		2,237.09
<u>15,541.61</u>		

Total remaining:

\$ 5,405.14

2016 1,236.47 +
 2017 2,453.99 +
 2018 2,155.68 +
 BA 4,797.47 -
 2019 3,193.48 +

 2020 4,264.90 +
 BA 5,339.00 -
 2021 2,237.09 +
 bal. 5,405.14 +

 0.006 +

6.22.21
Kayla - email

Marina Docking Fees

Period Starting
Period Ending

1/1/2021
12/31/2021

Date	Receipt No.	Received From	Amount	Pay Type	Deposit Receipt Number	Deposit Date	
1/13/2021	754521	Overnight Stay	\$25.00	Credit Card 9437	No Receipt		
1/21/2021	No Receipt	Overnight Stay	\$25.00	Credit Card 0377	No Receipt		
2/8/2021	No Receipt	Mike Sheppard	\$400.00	Credit Card 6516	120124	2/12/2021	Deposited by Anne Picou
2/8/2021	No Receipt	Mike Sheppard	\$400.00	Credit Card 4102	120124	2/12/2021	Deposited by Anne Picou
3/24/2021	754564	Gregory Folse	\$1,125.00	Check 1587	121065	3/26/2021	Deposited by Anne Picou
4/15/2021	754587	Mike Sheppard	\$400.00	Credit Card 6516	121495	4/21/2021	Deposited by Anne Picou
4/20/2021	754591	Jack Tree	\$575.00	Credit Card 6183	121485	4/21/2021	Deposited by Anne Picou
4/21/2021	754593	Mike Sheppard	\$82.50	Credit Card 6516	121553	4/23/2021	Deposited by Anne Picou
1/25/2021	760793	Sailboat	\$25.00	Cash	121672	5/3/2021	Deposited by Anne Picou
2/4/2021	760794	Sailboat	\$100.00	Cash	121669	5/3/2021	Deposited by Anne Picou
3/4/2021	760795	Motorboat	\$25.00	Cash	121670	5/3/2021	Deposited by Anne Picou
4/23/2021	760796	Sailboat	\$25.00	Cash	121668	5/3/2021	Deposited by Anne Picou
4/30/2021	754599	Jack Favors (Red Sailboat)	\$387.50	Credit Card 0045	121665	5/3/2021	Deposited by Anne Picou
6/9/2021	760797	Mike Sheppard	\$370.00	Credit Card	122444	6/11/2021	Deposited by Anne Picou
6/10/2021	760798	Docking fee	\$25.00	Cash	122768	7/1/2021	Deposited by Anne Picou
6/11/2021	760799	Sailboat	\$25.00	Cash	122768	7/1/2021	Deposited by Anne Picou
7/4&7/6/2021	754862	Motorboat	\$25.00	Cash	122768	7/1/2021	Deposited by Anne Picou
7/12/2021	754860	Mike Sheppard	\$360.00	Credit Card 6516			
		Sheri & David	\$25.00	Credit card 1395			
		Total	\$4,425.00				

585561

Deposited by Anne Picou

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JUNE 30, 2021 - MONTH LAST CLOSED

7/27/21

ACCT: 151-000-6477-01

GENERAL FUND

NO DEPARTMENT NAME

DOCKING FEE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	1,700	4,500.00-	0	2,800
CLOSED:				
2015	0	6,200.00-	N/A	6,200
2016	4,200	5,777.00-	N/A	1,577
2017	4,200	2,725.00-	N/A	1,475-
2018	3,000	1,425.00-	N/A	1,575-
2019	1,700	3,565.00-	N/A	1,865
2020	1,700	3,313.25-	N/A	1,613

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

If \$1,700 is budgeted & they rec. \$4,500.00

Anne is only allowed to use the
diff of \$2800.00

BA's need to be done to move
money

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JUNE 30, 2021 - MONTH LAST CLOSED

7/27/21

ACCT: 151-000-6477-01

GENERAL FUND

NO DEPARTMENT NAME

DOCKING FEE

----- MONTHLY ACTIVITY -----

2020	<u>BUDGET</u>	<u>ACTUAL</u>
BEG:		.00
JAN:	141	26.00-
FEB:	141	1,142.50-
MAR:	141	100.00-
APR:	141	
MAY:	141	544.75-
JUN:	141	
JUL:	141	
AUG:	141	425.00-
SEP:	141	
OCT:	141	
NOV:	141	
DEC:	<u>149</u>	<u>1,075.00-</u>
TOTAL	1,700	3,313.25-

----- MONTHLY ACTIVITY -----

2021	<u>BUDGET</u>	<u>ACTUAL</u>
BEG:		.00
JAN:	141	
FEB:	141	800.00-
MAR:	141	1,125.00-
APR:	141	1,057.50-
MAY:	141	562.50-
JUN:	141	370.00-
JUL:	141	585.00-
AUG:	141	
SEP:	141	
OCT:	141	
NOV:	141	
DEC:	<u>149</u>	
TOTAL	1,700	4,500.00-

CF01 = EXIT CF02 = INPUT CF04 = DSP DET CF06 = DSP ENC CF08 = PRT DETAIL

FD176GG

GENERAL LEDGER/DETAIL DESCRIPTION
JUNE 30, 2021 - MONTH LAST CLOSED7/27/21
09:18:27

ACCT: 151-000-6477-01

GENERAL FUND

NO DEPARTMENT NAME

DOCKING FEE

RANGE DATE: 1/2021 to 12/2021

(V) IEW MORE

VENDOR

	CDE	DATE	DETAIL DESCRIPTION	STS	AMOUNT
—	J/E	01/25/21	REVACCMARINADOCK01	CLS	1,075.00
—	C/R	01/25/21	MARINA DOCKING	CLS	1,075.00—✓
—	C/R	02/17/21	MARINA DOCKING	CLS	800.00—✓
—	C/R	03/29/21	G. FOLSE	CLS	1,125.00—✓
—	C/R	04/22/21	MARINA DOCKING	CLS	975.00—✓
—	J/E	04/26/21	DOCKINGFEES	CLS	82.50—✓
—	C/R	05/04/21	MARINA	CLS	175.00—✓
—	J/E	05/05/21	MARINA	CLS	387.50—✓
—	C/R	06/14/21	MARINA DOCKING	CLS	370.00—✓
—	C/R	07/06/21	MARINA DOCKING	OPN	75.00—✓
—	J/E	07/14/21	MARINADOCKING	OPN	385.00—✓
—	C/R	07/22/21	MARINA DOCKING	OPN	125.00—

CMD01 = EXIT

CMD02 = PREVIOUS SCR

CMD05 = DSP PO/DOC NBR

CMD07 = DSP INVOICE NBR

DDC Car Rental Tax
151-000-6499-04

<u>2016</u>		<u>Balance</u>
1,236.47	car rental tax	1,236.47
<u>2017</u>		
2,453.99	car rental tax	2,453.99
<u>2018</u>		
2,155.68	car rental tax	2,155.68
	BA moving funds to Bike Rack Project (August 2018)	(4,797.47)
<u>2019</u>		
3,193.48	car rental tax	3,193.48
<u>2020</u>		
4,264.90	car rental tax	4,264.90
	BA moving funds for playground mulch at the Marina (May 2020)	(5,339.00)
<u>2021</u>		
2,674.34	car rental tax	2,674.34
<u>15,978.86</u>		

Anne wants \$5404.14 7/26/21 Volte Spinner for Downtown Marina

Total remaining: \$ 5,842.39

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 151-000-6499-04

GENERAL FUND

NO DEPARTMENT NAME

HDDC ST LA AUTO RENTAL INCOME

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	2,500	2,674.34-	0	174
CLOSED:				
2015	0	.00	N/A	0
2016	0	1,236.47-	N/A	1,236
2017	0	2,453.99-	N/A	2,454
2018	1,107	2,155.68-	N/A	1,049
2019	2,000	3,193.48-	N/A	1,193
2020	2,500	4,264.90-	N/A	1,765

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 151-000-6477-01

GENERAL FUND

NO DEPARTMENT NAME

DOCKING FEE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	1,700	4,550.00-	0	2,850
CLOSED:				
2015	0	6,200.00-	N/A	6,200
2016	4,200	5,777.00-	N/A	1,577
2017	4,200	2,725.00-	N/A	1,475-
2018	3,000	1,425.00-	N/A	1,575-
2019	1,700	3,565.00-	N/A	1,865
2020	1,700	3,313.25-	N/A	1,613

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

**2022 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

659-196-8912-09

LE PETITE FACILITY IMPROVEMENTS

PARISH PROJECT# 15-BLDG-62

659-000-6342-09

659-000-6325-10

TOTAL FUNDING
EXPENDITURES THRU 12/31/20
PROJECT BALANCE

\$	1,793,000
	(101,865)
<u>\$</u>	<u>1,691,135</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2021	2022	2023	2024	2025	2026
Mar-15	ORD 8519	FACILITY PLANNING & CONTROL	223,100						
Jan-16	ORD 8671	FACILITY PLANNING & CONTROL	464,900						
Feb-16	ORD 8680	LE PETIT THEATRE	150,000						
Jul-17	ORD 8863	DE-OB FACILITY PLANNING & CONTROL	(688,000)						
Jul-19	ORD 9058	FACILITY PLANNING & CONTROL	679,000						
Aug-19	ORD 9084	LE PETIT THEATRE	264,000						
Nov-19	ORD 9104	FROM 151-194-8932-31	80,000						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	360,000						
Jan-21	ORD 9221	EXCHANGING FUNDING SOURCE - Fd 151		(80,000)					
Jan-21	ORD 9221	EXCHANGING FUNDING SOURCE - Fd 255		80,000					
Jun-21	ORD 9268	FROM GENERAL FUND		250,000					
Jul-21	PENDING BA	EXCHANGE FUNDING SOURCES - GEN		(250,000)					
Jul-21	PENDING BA	201		250,000					
Aug-21	PENDING BA	LE PETIT THEATRE		10,000					
LESS PRIOR YEARS EXPENDITURES									
				(101,865)					

FUNDS AVAILABLE

\$	1,431,135	\$	260,000	0	0	0	0	0	0
----	-----------	----	---------	---	---	---	---	---	---

ENGINEER:
CONTRACTOR:

DUPLANTIS DESIGN GROUP
JUSTIN J. REEVES, LLC

DESCRIPTION: IMPROVEMENTS TO LE PETIT THEATRE DE
TERREBONNE.

LE PETIT THEATRE DE TERREBONNE INC.

P.O. BOX 805
HOUMA, LA 70361-0805

9224

PAY
TO THE
ORDER OF TPC

DATE 7/21/91

\$ 10,000.00

DOLLARS



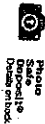
SOUTH LOUISIANA BANK
Post Office Box 1718 • Houma, LA 70361

FOR

Terraviva

⑆009224⑆ ⑆065402889⑆ 01 7752 B⑆

Paul R. Shalens
John Henry



CHECK ASSURE
RELATIVE TRUST CHECK

94-288/534
01

ACCT: 659-196-8912-09

CAPITAL PROJECTS CONTRL

AUDITORIUMS

LE PETIT FACILITY IMPROV

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	1,681,135	5,307.03	0	1,675,828
CLOSED:				
2015	223,100	.00	N/A	223,100
2016	838,000	70,420.79	N/A	767,579
2017	79,579	15,273.13	N/A	64,306
2018	64,306	205.00	N/A	64,101
2019	1,087,101	12,761.39	N/A	1,074,340
2020	1,434,340	3,205.00	N/A	1,431,135

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JUNE 30, 2021 - MONTH LAST CLOSED

8/02/21

ACCT: 659-000-6375-10

CAPITAL PROJECTS CONTRL

NO DEPARTMENT NAME

LE PETIT THEATRE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	0	10,000.00-	0	10,000
CLOSED:				
2015	0	.00	N/A	0
2016	150,000	150,000.00-	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	264,000	264,000.00-	N/A	0
2020	0	.00	N/A	0

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Kayla Dupre

From: Kristie Ellender
Sent: Monday, August 2, 2021 1:58 PM
To: Kayla Dupre
Cc: Clay Naquin
Subject: RE: New Department

Mrs. Kayla,

Below are the account numbers we discuss. Please advise of any questions or concerns you may have. Mr. Clay will be back in the office tomorrow to review.

Vegetation Division Budget

353-445-8111-01 Salaries & Wages (Mrs. Kayla Working on)
353-445-8112-01 Overtime Pay Budget \$50,000
353-445-8113-02 Accrued Sick Leave (Mrs. Kayla Working on)
353-445-8114-02 Accrued Vacation (Mrs. Kayla Working on)
353-445-8119-20 Salary Reimbursement (Mrs. Kayla Working on)
353-445-8121-01 FICA (Mrs. Kayla Working on)
353-445-8121-02 Medicare (Mrs. Kayla Working on)
353-445-8122-01 Pension (Mrs. Kayla Working on)
353-445-8122-05 Pension Expense-GASB68 (Mrs. Kayla Working on)
353-445-8131-01 Group Insurance (Mrs. Kayla Working on)
353-445-8131-05 Group Insurance- Retired (Mrs. Kayla Working on)
353-445-8131-07 Postretirement Expense GASB 45 (Mrs. Kayla Working on)
353-445-8132-01 Unemployment Compensation (Mrs. Kayla Working on)
353-445-8133-01 Workmen's Compensation (Mrs. Kayla Working on)
353-445-8141-01 Employment Physicals (Mrs. Kayla Working on)
353-445-8142-01 Other Employee Requirements (Mrs. Kayla Working on)
353-445-8211-01 Office Supplies Budget \$3,000
353-445-8222-01 Uniforms Budget \$6,000
353-445-8224-01 Gasoline & Oil Budget \$60,000
353-445-8224-02 Lubricants Budget \$8,000
353-445-8225-01 Operating Supplies Budget \$23,000
353-445-8225-20 Materials Reimbursement Budget \$460
353-445-8231-01 Gravel, Sand, Dirt, & Shells Budget \$5,000
353-445-8235-01 Chemicals Budget \$21,000
353-445-8241-01 Small Tools & Instruments Budget \$5,000
353-445-8316-01 Communication Equip Services Budget \$10,000
353-445-8323-12 Industrial Equip Rental Budget \$10,000
353-445-8325-01 Other Contracts & Leases Budget 355, 150***
*** BLVDS Contract Budget \$135,150
*** Norris & Boudreaux Contract Budget \$180,000
*** Lofton Staffing Budget \$40,000
353-445-8341-01 Legal Fees Budget \$3,000
353-445-8349-01 Other Fees Budget \$2,500
353-445-8391-02 Recording Fees Budget \$1,000
353-445-8392-01 Membership Dues Budget \$250

353-445-8393-01 Travel & Training Budget \$2,000
353-445-8413-02 Communication Equip Repairs Budget \$10,000
353-445-8421-01 Auto & Truck Repairs Budget \$30,000
353-445-8421-02 Tires Purchased Budget \$15,000
353-445-8421-03 Tire Repair Budget \$10,000
353-445-8421-05 Paint/Body Repairs Budget \$1,000
353-445-8421-06 Towing & Recovery Budget \$5,000
353-445-8422-05 Equipment Repair Budget \$80,000
353-445-8422-07 On/Off Road Rolling Eq. Repair Budget \$85,000
353-445-8422-20 Equipment Reimbursement Budget \$800
353-445-8915-06 Machinery & Equipment Budget \$356,868.44 {Chipper 40,687.00, Tractors \$316,181.44}

I will send a separate email for the journal entry items.

Thanks,

Kristie Ellender
Office Manager
Terrebonne Parish
Solid Waste Division
[\(985\)873-6739](tel:9858736739)



From: Clay Naquin <cnaquin@tpcg.org>
Sent: Tuesday, July 27, 2021 11:02 AM
To: Kristie Ellender <kellender@tpcg.org>
Subject: FW: New Department

Clay J. Naquin
Solid Waste Director
Terrebonne Parish Consolidated Gov.
cnaquin@tpcg.org
Work: (985) 873-6739
Fax: (985) 873-6760



From: Kayla Dupre <kdupre@tpcg.org>
Sent: Tuesday, July 27, 2021 10:12 AM

To: Clay Naquin <cnaquin@tpcg.org>
Subject: New Department

I will work with you to setup the new department. What do you want the new department to be called? Send me the account numbers and the budget you want to setup in the new department. Also, we will need to do journal entries moving charges from Dept. 441 to the new dept. I will need to know what you want to move. Give me a call when you have a chance to discuss.

Thanks,

Kayla Dupre

Comptroller
Terrebonne Parish Consolidated Government
8026 Main St., Suite 300, Houma, LA 70360
Phone: (985) 873-6452 fax: (985) 873-6457
kdupre@tpcg.org

353-441

SOLID WASTE

Jan - July

2021 SALARIES & FRINGES WORKSHEET

STEPS TO FOLLOW:

1. Review and correct the attached "ESTIMATED ANNUAL EARNINGS BY JOBS" report for those employees currently employed and transfer total to ITEM A below.
2. List below additional positions that are:
ITEM B - unfilled positions approved for 2020 (2020 Adopted Positions enclosed)
3. Complete the self-explanatory calculations (ITEM C).

				ESTIMATED AMOUNT
A. Current Salaries				216,901
B. Open positions approved for 2020:				
C. Total 2020 Estimated Annual Salaries				
Estimated Overtime	A+B			216,901 8111-01
Total Taxable Wages				- 8112-01
				216,901
FICA	6.20%			13,448 8121-01
MEDICARE	1.45%			3,145 8121-02
PENSION - Use Applicable % below	7.50%			16,268 8122-01
UNEMPLOYMENT COMPENSATION	1.50%			3,254 8132-01
WORKER'S COMPENSATION	6.86%			14,879 8133-01
GROUP INSURANCE:				
"F & G" CURRENT FAMILY	3 X	19,250.00	=	33,688 7 months
"S & T" CURRENT SINGLE	10 X	7,550.00	=	44,042 7 months
"N" CURRENT LIFE-ONLY	0 X	700.00	=	-
OPEN POSITIONS	0 X	13,000.00	=	-
TOTAL GROUP INSURANCE				77,729 8131-01

no med/life

By 353-441-8119-JO

345,624

to 353-445-8119-JO

Aug- Dec

353-441

SOLID WASTE

2021 SALARIES & FRINGES WORKSHEET

STEPS TO FOLLOW:

1. Review and correct the attached "ESTIMATED ANNUAL EARNINGS BY JOBS" report for those employees currently employed and transfer total to ITEM A below.
2. List below additional positions that are:
ITEM B - unfilled positions approved for 2020 (2020 Adopted Positions enclosed)
3. Complete the self-explanatory calculations (ITEM C).

				ESTIMATED AMOUNT
A. Current Salaries				146,275
B. Open positions approved for 2020:				
C. Total 2020 Estimated Annual Salaries				
Estimated Overtime	A+B			146,275 8111-01
Total Taxable Wages				- 8112-01
				146,275
FICA	6.20%			9,069 8121-01
MEDICARE	1.45%			2,121 8121-02
PENSION - Use Applicable % below	7.50%			10,971 8122-01
UNEMPLOYMENT COMPENSATION	1.50%			2,194 8132-01
WORKER'S COMPENSATION	6.86%			10,034 8133-01
GROUP INSURANCE:				
"F & G" CURRENT FAMILY	1 X	19,250.00	=	8,021 5 months
"S & T" CURRENT SINGLE	9 X	7,550.00	=	28,313 5 months
"N" CURRENT LIFE-ONLY	0 X	700.00	=	-
OPEN POSITIONS	0 X	13,000.00	=	-
TOTAL GROUP INSURANCE				36,333 8131-01
no med/life				
				216,998

ACCT: 353-441-8133-01

SANITATION FUND

SOLID WASTE SERVICES

WORKMEN'S COMPENSATION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	68,973	32,563.18	0	36,410
CLOSED:				
2015	16,991	19,921.59	N/A	2,931-
2016	21,068	20,105.11	N/A	963
2017	24,396	25,404.52	N/A	1,009-
2018	27,084	25,713.71	N/A	1,370
2019	38,128	40,578.09	N/A	2,450-
2020	42,450	44,744.26	N/A	2,294-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
JUNE 30, 2021 - MONTH LAST CLOSED

8/03/21

ACCT: 353-441-8132-01

SANITATION FUND

SOLID WASTE SERVICES

UNEMPLOYMENT COMPENSATION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	19,797	8,194.94	0	11,602
CLOSED:				
2015	6,628	8,084.86	N/A	1,457-
2016	6,863	7,817.62	N/A	955-
2017	7,941	9,196.51	N/A	1,256-
2018	9,678	9,302.23	N/A	376
2019	11,041	11,438.14	N/A	397-
2020	12,037	12,756.42	N/A	719-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 353-441-8131-01

SANITATION FUND

SOLID WASTE SERVICES

GROUP INSURANCE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	433,800	137,869.72	0	295,930
CLOSED:				
2015	132,250	117,937.90	N/A	14,312
2016	142,750	131,657.57	N/A	11,092
2017	182,150	126,054.54	N/A	56,095
2018	169,850	130,800.86	N/A	39,049
2019	146,700	157,144.00	N/A	10,444-
2020	211,500	191,726.74	N/A	19,773

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 353-441-8122-01

SANITATION FUND

SOLID WASTE SERVICES

PENSION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	98,988	52,905.82	0	46,082
CLOSED:				
2015	53,027	47,768.56	N/A	5,258
2016	43,921	41,693.96	N/A	2,227
2017	50,824	48,872.40	N/A	1,952
2018	48,392	46,170.69	N/A	2,221
2019	55,205	56,999.77	N/A	1,795-
2020	60,184	63,677.65	N/A	3,494-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

ACCT: 353-441-8121-02

SANITATION FUND

SOLID WASTE SERVICES

MEDICARE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	19,138	9,824.40	0	9,314
CLOSED:				
2015	7,689	7,459.43	N/A	230
2016	7,961	7,151.93	N/A	809
2017	9,212	8,169.27	N/A	1,043
2018	9,356	8,568.97	N/A	787
2019	10,673	10,542.87	N/A	130
2020	11,636	11,723.34	N/A	87-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 353-441-8121-01

SANITATION FUND

SOLID WASTE SERVICES

FICA

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	81,830	42,007.98	0	39,822
CLOSED:				
2015	32,876	31,896.42	N/A	980
2016	34,038	30,581.39	N/A	3,457
2017	39,389	36,602.36	N/A	2,787
2018	40,004	36,640.53	N/A	3,363
2019	45,635	45,081.04	N/A	554
2020	49,752	50,128.89	N/A	377-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 353-441-8119-20

SANITATION FUND

SOLID WASTE SERVICES

SALARY REIMBURSEMENT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	5,000-	.00	0	5,000-
CLOSED:				
2015	20,000-	12,080.00-	N/A	7,920-
2016	20,000-	11,836.14-	N/A	8,164-
2017	20,000-	.00	N/A	20,000-
2018	5,000-	4,997.46-	N/A	3-
2019	5,000-	761.07-	N/A	4,239-
2020	5,000-	4,956.90	N/A	9,957-

ACCOUNT EXCEEDS BUDGET AMOUNT

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 353-441-8111-01

SANITATION FUND

SOLID WASTE SERVICES

SALARIES & WAGES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	1,204,841	635,034.31	0	569,807
CLOSED:				
2015	470,265	483,670.53	N/A	13,406-
2016	489,008	475,233.72	N/A	13,774
2017	572,103	554,651.77	N/A	17,451
2018	570,230	558,821.35	N/A	11,409
2019	654,061	674,523.02	N/A	20,462-
2020	692,750	745,214.68	N/A	52,465-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF01 = EXIT

CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section VII and VIII

Kandace Mauldin

From: Joan Schexnayder
Sent: Thursday, July 15, 2021 10:59 AM
To: Kandace Mauldin
Cc: Jeanne Bray
Subject: Sidewalks
Attachments: Budget Eastside.xls; Budget Civic.xls; H.012026 Bayou Terrebonne East SW Project, Ph. 2 signed Federal Funding Commitment letter 4-26-2021.pdf

Kandace,

Yesterday LaDOTD received bids on Eastside Sidewalks Phase 2 and Civic Center Sidewalks. Both projects came in under estimated construction cost. I have attached the spreadsheets for both of these projects for your use.

Both projects have DOTD funding that has not been recognized. Eastside has as additional \$27,889.68 that was authorized (see attached funding letter). I'm not sure what the total authorization is for Civic Center but its at least another \$211,701.42 (I've never received a total funding letter other than them telling us they will fund 80%).

Currently with a 10% contingency with Civic Center we have a surplus of \$16,749.65; whereas, for Eastside we need funding in order to award the alternate. Without any contingency we are short \$210 to award base and alternate for Eastside. Can we move \$10,000 from Civic to Eastside to be able to award the alternate? This alternate is widen the sidewalk from 6ft to 8ft. This will give both projects around \$10,000 for change orders and recordations.

Joan E. Schexnayder, P.E.
Staff Engineer
T.P.C.G. - Engineering Division
Phone: (985)873-6720

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

Eastside already done

Civic Center Revenue - 659-000-6315-12



Office of Engineering

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

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

April 7, 2017

Mr. Gordon E. Dove, Parish President
Attention: Ms. Joan Schexnayder
Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70361-2768

Re: Original Agreement
State Project No. H.012338
Federal Aid Project No. H012388
Civic Center Sidewalks
Terrebonne Parish

Dear Ms. Schexnayder:

Attached is one fully executed copy of the referenced document between the Department of Transportation and Development (DOTD), Terrebonne Parish Consolidated Government, and South Central Planning and Development Commission dated April 6, 2017.

If you have any questions or comments, please contact **Susan B. Williams** at (225) 379-1431 or email at susan.williams@la.gov.

Sincerely,

Darlene Major
Consultant Contract Services Administrator

DM: sw

Attachments

pc: Ms. Tanya Bankston
Mr. Kevin Belanger
Mr. Chris Morvant [District 02 Administrator]
Mr. Ennis Johnson
Mr. Gary Gisclair
Mr. Scott Boyle
Ms. Elaine Rougeau
Financial Services Section
Ms. Terri Campo

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

**ORIGINAL ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.012338
FEDERAL AID PROJECT NO. H012338
CIVIC CENTER SIDEWALKS
CIVIC CENTER BLVD.
Terrebonne Parish**

THIS AGREEMENT, is made and executed in three original copies on this 6 day of April, 2017, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity;" and the **South Central Planning and Development Commission**, acting in its capacity as the Metropolitan Planning Organization, hereinafter referred to as "MPO."

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, the Project is part of a Transportation Improvements Program (TIP), if applicable, serving to implement the area wide transportation plan held currently valid by appropriate local officials; and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual

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

The foregoing recitals are hereby incorporated by reference into this agreement

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct ADA compliant sidewalks on both sides of Civic Center Blvd. from LA 311 (Little Bayou Black Drive) to LA 182 (Barrow Street), in Houma, Terrebonne Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.012338 and Federal Project No. H012338**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Responsibility Table¹ Roadway Control Section 000-55			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way	Yes	No	
Services	Yes	No	
Acquisition and Relocation	Yes	No	
Permits	Yes	No	
Utility (Clearance/Permits) ⁵	Yes	No	
Construction	Yes	No ³	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	

Funding Table² Roadway Control Section 000-55			
Method of Payment	Disbursement		
	Percentage Funded By Entity ³	Percentage Funded By DOTD ⁴	Percentage Funded By FHWA ⁴
Environmental	0%	100%	0%
Pre-Construction Engineering	20%	0%	80%
Rights-of-Way	100%	0%	0%
Services	100%	0%	0%
Acquisition and Relocation	100%	0%	0%
Compensable Utility Relocation ⁵	100%	0%	0%
Construction Engineering and Inspection	20%	0%	80%
Construction	20%	0%	80%

¹This table defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

²Percentages are to be applied to the actual cost of the Project. Where funding is limited to fixed amounts, a Funding Commitment Letter will identify the amount of available funds.

³If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.

⁴When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.

⁵Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

If DOTD manages the contract for an off-system (locally owned) route for the entity, the entity will in advance of DOTD entering into a contract for each Stage/Phase, be required to pay for the DOTD services (the current DOTD Indirect Cost (IDC) percentage applied to the cost of the Stage/Phase) to be performed in connection with the deliverables for that contract, in addition to the required matching funds. For construction contracts the entity will be required to pay an additional 1.2 times this amount for the construction contract to be held in reserve for change orders and claims {(matching funds + DOTD services) X

1.2}. The entity will be required to send the funds for the designated Stage/Phase (preconstruction, construction, construction inspection) prior to the initiation of the Stage/Phase. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate and/or the amount held in reserve, as applicable, DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Beginning with the second invoice, the Entity shall also include with each invoice a copy of cancelled check from the previous invoice evidencing payment of that previous invoice.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled

cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project, DOTD shall advertise and select a consulting firm for the performance of the services

necessary to fulfill the scope of work unless the entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the entity makes a selection pursuant to its approved procedures, the entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act

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

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

If applicable, the Entity shall submit for DOTD acceptance prior to construction, a Project Maintenance Operation and Inspection Plan (MOI Plan), which covers the managing,

financing, inspecting, maintaining, and repairing, in accordance with applicable codes and design guides, of each project component including, but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

For projects including lighting systems, the Entity will execute a lighting agreement and will deliver a MOI Plan which shall meet the requirements as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING AND MAINTAINING HIGHWAY LIGHTING SYSTEMS." The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity, in full ownership, to DOTD upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to

utilities or railroads on Entity owned routes.

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

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XII: BIDS/CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available.

DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to

complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for inspecting compliance with accessibility codes and regulations to avoid future complaints and/or litigation.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.

4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
8. Shop drawing review is the responsibility of the design engineer.
9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 day for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the

certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or

Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

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

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

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

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such

correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

(1) *Project for acquisition of rights-of-way.* In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.

(2) *Preliminary engineering project.* In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.

6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

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

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

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims,

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

If the Project includes sidewalks, landscaping, shared use paths, lighting, etc., in addition to responsibilities listed in the required MOI Plan, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: FINAL INSPECTION AND MAINTENANCE

Construction— DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, etc., whether such improvements are located on right-of-way owned by DOTD or the Entity, in addition to responsibilities listed in the required MOI Plan, upon the Final Acceptance of the Project,

the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction- Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, etc., in addition to responsibilities listed in the required MOI Plan required above, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

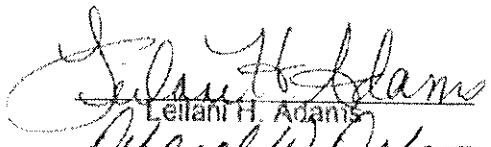
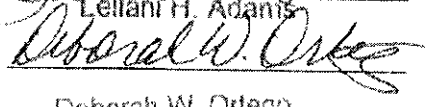
The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

ARTICLE XXIII: COMPLIANCE WITH LAWS

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

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

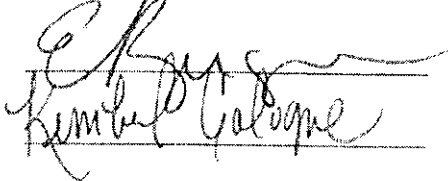
WITNESSES:


Lellani H. Adams

Deborah W. Ortego

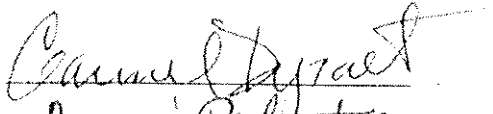

APPROVED AS TO FORM

CONSULTANT CONTRACT
SERVICES


WITNESSES:


Kimball Calogre

WITNESSES:


Carmel Dyract

Tonye Robertson

STATE OF LOUISIANA
Terrebonne Parish
Consolidated Government

BY: 

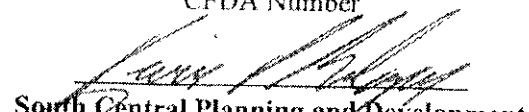
Gordon E. Dove
Typed or Printed Name

Parish President
Title

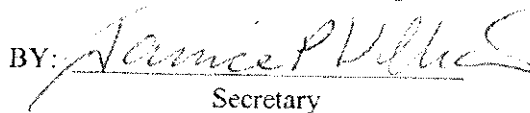
72-6001390
Taxpayer Identification Number

07-507-7511
DUNS Number

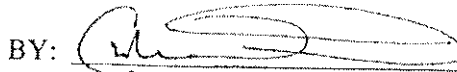
20.205
CFDA Number


South Central Planning and Development
Commission

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: 
Secretary

RECOMMENDED FOR APPROVAL:

BY: 



Office of Engineering
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1234 | fx: 225-379-1851

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary
Christopher P. Knotts, P.E., Chief Engineer

July 29, 2021

SBE GOAL PROJECT
STATE PROJECT NO. H.012338
FEDERAL AID PROJECT NO. H012338
CIVIC CENTER SIDEWALKS
TERREBONNE PARISH

Gray Construction Corp.
447 Highway 182
Morgan City, LA 70380

SUBJECT: AWARD OF CONTRACT

Letting of July 14, 2021 (In the Name of: Terrebonne Parish Consolidated Government)

To Whom It May Concern:

You have been awarded the contract for the captioned project in the amount of \$168,542.07. Enclosed are the specification package for your use, and the following:

CONTRACT EXECUTABLES – (Attached Electronically)
Original contract (Including Performance, Payment and Retainage Bonds)
Corporate resolution or power of attorney
A signatorial authorization form
Contract receipt acknowledgement form
A bidder affidavit

PROJECT DOCUMENTS
Construction Progress Schedule
Compliance Programs Requirements

Please download and print **two (2)** copies of the contract documents. Have the contract executables completed by the representative of your firm indicated in the Corporate Resolution of Powers of Attorney, witnessed as indicated, and return **two (2)** completed contracts to the Project Control Section of DOTD, 1201 Capitol Access Road, Baton Rouge, LA 70802, attention Pamela LeCoq within fifteen calendar days of this letter. The contract bonds included within the contract must additionally be properly executed by an authorized representative of the surety company in accordance with state law and must be accompanied by an original or certified copy of the bondsman's power of attorney. The contract will be dated following execution by the entity.

Return with the executed contract, all documentation necessary to verify project specific insurance coverages as required in the specifications. As stated a separate Owner's and Contractor's Protective (OCP) Liability Policy shall be supplied by the contractor naming the Louisiana Department of Transportation and Development as the named insured. If the contracting agency is other than LADOTD then the required OCP Policy shall be issued, naming the contracting agency and the Louisiana DOTD as the named insured.


State Project No. H.012338
July 29, 2021
Page 2

The Construction Progress Schedule is to be forwarded to the Project Engineer's office in accordance with specifications. The copy of the Request to Sublet form is for your use to seek Department approval if you request to sublet any portion of the work.

A Notice to Proceed with the services covered by this contract will be issued by the entity following the contract's execution. Requests for a specific Notice to Proceed date may be considered, and should be reviewed with the DOTD project coordinator and the entity. A Notice to Proceed or, if so stated in the contract, a Conditional Notice to Proceed is usually issued within thirty calendar days following execution of the contract by the entity. In no case will the Notice to Proceed extend beyond sixty days without the written consent of both the contractor and the entity. Specific requests to adjust the issuance date of the Notice to Proceed must be processed through the Project Engineer, Randy Oustalet prior to its issuance.

If there are any questions, please contact Pamela LeCoq at (225) 379-1446.

Sincerely,


PAMELA LECOQ, P.E.
DOTD CONTRACTS ADMINISTRATOR

MC:pl

Enclosures

Cc: FHWA
State Licensing Board for Contractors
Mike Vosburg
Chris G Morvant
Ryan Richard
Randy Oustalet

ACCT: 659-310-8912-12
CAPITAL PROJECTS CONTRL
ROADS & BRIDGES
CIVIC CENTER SIDEWALKS-DOTD

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	69,979	305.00	0	69,674
CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	46,083	34,242.68	N/A	11,840
2019	11,840	11,362.28	N/A	478
2020	70,478	498.54	N/A	69,979

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

JUNE 30, 2021 - MONTH LAST CLOSED

0/04/21

ACCT: 659-000-6315-12
 CAPITAL PROJECTS CONTRL
 NO DEPARTMENT NAME
 DOTD-CIVIC CENTER SIDEWALKS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	0	.00	0	0

CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	36,866	27,394.15-	N/A	9,472-
2019	9,472	9,073.43-	N/A	399-
2020	399	398.82-	N/A	0

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

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 659-310-8912-12
CAPITAL PROJECTS CONTRL
ROADS & BRIDGES
CIVIC CENTER SIDEWALKS-DOTD

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	69,979	305.00	0	69,674

CLOSED:				
2015	0	.00	N/A	0
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	46,083	34,242.68	N/A	11,840
2019	11,840	11,362.28	N/A	478
2020	70,478	498.54	N/A	69,979

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

JUNE 30, 2021 - MONTH LAST CLOSED

ACCT: 659-310-8912-17
CAPITAL PROJECTS CONTRL
ROADS & BRIDGES
EAST HOUMA/EAST PARK WALKING

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2021	207,225	241.50	0	206,984

CLOSED:				
2015	99,962	.00	N/A	99,962
2016	212,534	21,517.25	N/A	191,017
2017	191,017	7,598.15	N/A	183,419
2018	183,419	99.69	N/A	183,319
2019	183,319	.06	N/A	183,319
2020	183,319	3,984.25	N/A	179,335

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

**2022 - FIVE YEAR CAPITAL OUTLAY
FUND 659 - CAPITAL PROJECTS CONTROL**

659-310-8912-12
CIVIC CENTER SIDEWALKS
CONTRACT # 4400010400
STATE PROJECT # H.012338.5
FEDERAL AID PROJECT # H012338
R: 659-000-6315-12

TOTAL FUNDING	\$ 317,784
EXPENDITURES THRU 12/31/20	(46,104)
PROJECT BALANCE	\$ 271,680

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2021	2022	2023	2024	2025	2026
Feb-18	ORD 8927	FROM 151-302-8342-01							
Feb-18	ORD 8927	DOTD	9,217						
Jul-20	ORD 9158	FROM 659-211-8912-01 FD 255	36,866						
Aug-21	Pending BA	DOTD	70,000						
Aug-21	Pending BA	To 659-310-8912-17 FD 255		211,701					
				(10,000)					
LESS PRIOR YEARS EXPENDITURES			(46,104)						
FUNDS AVAILABLE				\$ 201,701	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: AUCOIN & ASSOCIATES
MEYER ENGINEERS LTD**

DESCRIPTION: DOTD AND (FWHA) PURPOSES TO DESIGN ADA
COMPLIANT SIDEWALKS ON BOTH SIDES OF
CIVIC CENTER BLVD. FROM LA 311 (LITTLE BAYOU
BLACK) TO LA 182 (BARROW ST.) IN TERREBONE
PARISH

Category Number: 4.
Item Number: A.



Wednesday, August 25, 2021

Item Title:

Public Services Committee

Item Summary:

Public Services Committee, 08/23/21*

Category Number: 4.
Item Number: B.



Wednesday, August 25, 2021

Item Title:

Budget & Finance Committee

Item Summary:

Budget & Finance Committee, 08/23/2021*



Wednesday, August 25, 2021

Item Title:

Policy, Procedure, & Legal Committee

Item Summary:

Policy, Procedure, & Legal Committee, 08/23/21

(*Ratification of the minutes calls public hearings on Wednesday, September 08, 2021 at 6:30 p.m.)

Category Number: 5.
Item Number: A.



Wednesday, August 25, 2021

Item Title:

Street Lights

Item Summary:

Light installations, removals, and/or activations.

ATTACHMENTS:

Description

Street Light List

Upload Date

8/20/2021

Type

Cover Memo

STREET LIGHT LIST
08-25-2021

UPGRADE ONE (1) STREET LIGHT ON EXISTING POLE NEAR 113 KRUMBHAAR DR. TO
100W LED; RLD #2; TPCG UTILITIES; DISTRICT 6; DARRIN GUIDRY



Wednesday, August 25, 2021

Item Title:

Houma Board of Adjustments

Item Summary:

Houma Board of Adjustments: Two (2) expiring terms on 9/1/21. Mr. Matthew Chatagnier and Mr. David Tauzin express their interest in being reappointed.

ATTACHMENTS:

Description	Upload Date	Type
Matthew Chatagnier	8/12/2021	Application
David Tauzin	8/23/2021	Application
Term Expiration Notice	8/19/2021	Cover Memo



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 8-12-21

I, Matthew Chatagnier, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 205 Jaden Ln.,
(Address)

Houma LA 70360 telephone number is 985 855-2999
(City, State, and Zip Code)

and E-mail is matt@brickyardofsouthla.com wish to qualify for appointment

as a member of the Board of Adjustment in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
205 Jaden Ln. Houma LA 70360 for 10 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. _____.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No _____
(Recreation District)
and Council District No. _____.

D. Applicant affirms that he/she has not been convicted of a felony Yes _____ No ☒.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Board of Adjustment.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

BOA
(Board/Committee/Commission)

F. Applicant is aware of the BOA board criteria and
attendance requirements. (Board/Committee/Commission)

Yes ☒ or No _____.

G. Applicant affirms that his/her employment with The Brick Yard.
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No. ☒

State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ___ or No. ☒

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No. ☒

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No. ☒

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No. ☒

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No. ☒

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No. ☒

If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes ☒ or No ☐

If yes, explain:

BOA

Applicant must complete and return this application along with a copy of their resume to:

MS. SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: _____



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 8/22/2021

I, David J. Taurin of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 221 Hawthorne Dr.
(Address)

Houma, LA 70360 Telephone number is (985) 226-6836
(City, State, and Zip Code)

and E-mail is david.taurin@gmail.com wish to qualify for appointment

as a member of the Zoning Board of Adjustments in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at

221 Hawthorne Dr. Houma, LA for 14 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant

affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No _____
(Recreation District)

and Council District No. _____.

D. Applicant affirms that he/she has not been convicted of a felony Yes ☒ No _____.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Zoning Board of Adjustments
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

Zoning Board of Adjustments
(Board/Committee/Commission)

F. Applicant is aware of the Zoning Board of Adjustments board criteria and
attendance requirements. (Board/Committee/Commission)

Yes ☒ or No _____.

G. Applicant affirms that his/her employment with

Tauzin Wealth Management LLC
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No. ✓

State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ___ or No. ✓

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No. ✓

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No. ✓

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No. ✓

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No. ✓

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No. ✓

If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes ☒ or No ☐

If yes, explain:

Zoning Board of Adjustments

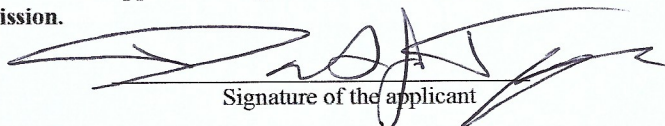
Applicant must complete and return this application along with a copy of their resume to:

**MS. SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: 8/22/2021

David J. Tauzin
Cell: 985-226-6836

221 Hawthorne Dr, Houma, LA 70360-6297
E-mail: davidtauzin@gmail.com

*I would like to submit my resume to request reappointment as a member on the Terrebonne Parish
Zoning Board of Adjustments*

Summary of Qualifications

- Strong communicator with dynamic training and management abilities
- Focused team leader who develops realistic strategies to reach goals
- Proven experience in working with people of all ages and backgrounds

Professional Experience

Tauzin Wealth Management- Houma, La
President/ Financial Advisor

2010- Present

- Comprehensive Retirement and Insurance planning
- Develop customized business protection programs for business owners
- Design tax favored retirement plans for individuals and business owners
- Perform educational seminars on financial topics

Mutual of America - Metairie, LA
Account Executive

2005 – 2010

- Direct solicitation of small to mid-size employers for retirement plans (401(k), 403(b), SEP, etc.)
- Presentations to management (or ownership) and/or employee groups to extol virtues of a retirement plan
- Ongoing service to existing retirement plan participants and account maintenance

Allstate Insurance Company – Houma, LA
Financial Specialist

2000 – 2005

- Skilled training in the marketing of an existing book of insurance business
- Responsible for life insurance production of six different agencies
- Developed successful business plan and sales process with each agency
- Trained agency staff through product knowledge and to identify good prospects
- Managed experienced life insurance agents to achieve new life insurance sales
- Designed sales presentations in order to increase the ease of understanding to prospects

Prudential Life Insurance Company – Houma, LA
Agent

1999 – 2000

- Successfully generated sales leads and closed sales using personally-developed personal contacts
- Formed a network of contacts with area attorneys and CPA's to increase sales
- Routinely exceeded new agent production requirements

Education

Louisiana Technical College, New Iberia, LA
University of Louisiana, Lafayette, Lafayette, LA

Professional Licenses and Designations

Life, Health and Accident License · Louisiana,
FINRA Series 65
FINRA Series 63 (Louisiana)

References

Available Upon Request

DARRIN W. GUIDRY, SR., CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DANIEL BABIN, VICE-CHAIRMAN

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

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
suthomas@tpcg.org www.tpcg.org

August 10, 2021

MEMO TO: Suzette Thomas
Council Clerk

FROM: Tammy Triggs *tet*
Assistant Council Clerk

RE: **Term Expirations**

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of September 2021.

Board of Adjustments	Matthew Chatagnier	09-01-21
	David Tauzin	09-01-21
TEDA	Ivan Williams (Council)	09-09-21
	Chris Lapeyre (Chamber)	09-09-21
	Jason Underwood (SCIA)	09-09-21
Recreation District No. 1	Karen Moore	09-10-21
	Christine Parr Vitter	09-12-21
Veterans Memorial	C. J. Christ (Military Museum)	09-17-21
	Cliff Chaisson (Vietnam Vet.)	09-17-21
	Will Theriot (Leg. Del. South)	09-17-21

By copy of this memo, individuals are being requested to email **Council Clerk Suzette Thomas** at **suthomas@tpcg.org** to express their wishes with regards to (re)appointment to said positions **prior to the term expiration date**. If you have any question, please feel free contact our office at (985) 873-6519.

/tet
cc: Council Agenda File
Organizations/Individuals



Wednesday, August 25, 2021

Item Title:

Recreation District No. 1

Item Summary:

Recreation District No. 1: Two (2) expiring terms. One (1) expiring on 09-10-21 and one (1) expiring on 09-12-21. Ms. Christine Vitter and Ms. Karen Moore both express their interest in being reappointed.

ATTACHMENTS:

Description	Upload Date	Type
Christine Vitter	8/17/2021	Backup Material
Karen Moore	8/19/2021	Backup Material
Term Expiration Notice	8/19/2021	Cover Memo

From: [Suzette Thomas](#)
To: [Margeaux LeCompte](#)
Cc: [Tammy Triggs](#)
Subject: FW: District #1 Recreation Board
Date: Tuesday, August 17, 2021 2:05:18 PM
Attachments: [image003.png](#)
[image001.png](#)
Importance: High

Please create and place on the August 25, 2021 agenda for re-appointment under appointments and upload the backup (check with Tammy for the list).

Also place a copy of the list in the agenda folder in the Kardex.

Thank you,

Suzette Thomas, ASBA, CMA

Council Clerk
Office of the Terrebonne Parish Council
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 600
Houma, LA 70360



CONFIDENTIALITY NOTICE

This email communication may contain confidential and privileged information which also may be legally protected from unauthorized disclosure. This information and its communication is intended only for the use of the recipient(s) identified above. If you are not the intended recipient of this communication and the information, we request that you not review, use, disseminate, distribute, download, or copy all or any part of the communication. You are also notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of the information herein is prohibited by law. If you have received this communication in error, please notify us (by reply email or facsimile, if possible) and delete or destroy the communication and the information contained therein including any attachments or links.

From: Vitter, Christine <christinevitter@tpsd.org>
Sent: Tuesday, August 17, 2021 1:55 PM
To: Suzette Thomas <suthomas@tpcg.org>
Subject: District #1 Recreation Board
Importance: High

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

Good Afternoon,

I am emailing you to let you know that I am still very much interested in staying on the district #1 rec board.

My expiration date is 9-12-21 and if there is anything else that I need to do PLEASE let me know.

Thank you for all that you do!!!!

Have a great day!!



Christine Parr Vitter
H. L. Bourgeois High School
It's A Matter of Pride!
Mathematics Department
Financial Literacy
Algebra III
Interact Club Sponsor
Senior Class Co-sponsor



From: [Suzette Thomas](#)
To: [Margeaux LeCompte](#)
Cc: [Tammy Triggs](#)
Subject: FW: Reappointment to Recreation District No. 1
Date: Wednesday, August 18, 2021 4:48:46 PM
Attachments: [image001.png](#)

Margeaux,

Upload to Novus with backup and print back-up put in vacancies folder.

Thank you,

Suzette Thomas, ASBA, CMA

Council Clerk
Office of the Terrebonne Parish Council
Terrebonne Parish Consolidated Government
8026 Main Street, Suite 600
Houma, LA 70360



CONFIDENTIALITY NOTICE

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From: Karen Moore <karenmooregray@comcast.net>
Sent: Wednesday, August 18, 2021 4:46 PM
To: Suzette Thomas <suthomas@tpcg.org>
Subject: Re: Reappointment to Recreation District No. 1

External Sender

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for

assistance.

Mrs. Thomas,

As per your letter, I am requesting that I be allowed to continue my service and be reappointed to the Recreation District No. 1 board.

Sincerely,

Karen Moore

Sent from [Mail](#) for Windows

DARRIN W. GUIDRY, SR., CHAIRMAN

DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
DISTRICT 9
STEVE TROSCLAIR



DANIEL BABIN, VICE-CHAIRMAN

DISTRICT 2
CARL A. HARDING
DISTRICT 4
JOHN P. AMEDÉE
DISTRICT 6
DARRIN W. GUIDRY, SR.
DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
SUZETTE THOMAS

Post Office Box 2768 • Houma, LA 70361
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Telephone: (985) 873-6519 • FAX: (985) 873-6521
suthomas@tpcg.org www.tpcg.org

August 10, 2021

MEMO TO: Suzette Thomas
Council Clerk

FROM: Tammy Triggs *tet*
Assistant Council Clerk

RE: **Term Expirations**

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of September 2021.

Board of Adjustments	Matthew Chatagnier	09-01-21
	David Tauzin	09-01-21
TEDA	Ivan Williams (Council)	09-09-21
	Chris Lapeyre (Chamber)	09-09-21
	Jason Underwood (SCIA)	09-09-21
Recreation District No. 1	Karen Moore	09-10-21
	Christine Parr Vitter	09-12-21
Veterans Memorial	C. J. Christ (Military Museum)	09-17-21
	Cliff Chaisson (Vietnam Vet.)	09-17-21
	Will Theriot (Leg. Del. South)	09-17-21

By copy of this memo, individuals are being requested to email **Council Clerk Suzette Thomas** at **suthomas@tpcg.org** to express their wishes with regards to (re)appointment to said positions **prior to the term expiration date**. If you have any question, please feel free contact our office at (985) 873-6519.

/tet
cc: Council Agenda File
Organizations/Individuals

Category Number: 6.
Item Number: C.



Wednesday, August 25, 2021

Item Title:

Fire Protection District No. 5

Item Summary:

Fire Protection District No. 5: One (1) unexpired term. Mr. Mark Pitre submits an application and resume for consideration.

ATTACHMENTS:

Description

Mark Pitre

Upload Date

8/23/2021

Type

Application



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 6/30/21

I, Mark A Pitre, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 137 CASEY DR.,
(Address)

Bourg, LA. 70343, Telephone number is (985) 637-0683,
(City, State, and Zip Code)

and E-mail is markpitre@tpdc.org, wish to qualify for appointment

as a member of the Bourg Fire Department in Terrebonne Parish,
(Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at

137 CASEY DR Bourg, LA. 70343 for 13 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 9.

B. If applying for membership as a member of a Fire Protection District Board, applicant

affirms that he/she is a resident property owner/taxpayer of Bourg
(Fire District)

and Council District No. 9.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No _____

(Recreation District)

and Council District No. _____.

D. Applicant affirms that he/she has not been convicted of a felony Yes X No _____.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Bourg Fire Department.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

Bourg Fire Department.
(Board/Committee/Commission)

F. Applicant is aware of the Bourg Fire Department board criteria and
attendance requirements. (Board/Committee/Commission)

Yes X or No _____.

G. Applicant affirms that his/her employment with Terrebonne DA's Office
(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

H. Are you employed by any Federal, State, or Local Government? Yes X or No. _____

State job duties and responsibilities:

Terrebonne DA's Office
1. Director of Child Support Services
2. Criminal Investigator

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes X or No. _____

If yes, explain:

LOUISIANA SUPPORT ENFORCEMENT ASSOCIATION
Board member.

J. Are you elected to any Federal, State, or Local Office? Yes _____ or No. X

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes _____ or No. X

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes X or No _____

State job duties and responsibilities:

PART TIME SHERIFF'S DEPUTY
NO RESPONSIBILITIES

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes X or No _____

If yes, explain:

STATE OF LOUISIANA POST COUNCIL

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes _____ or No X

If yes, explain: _____

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes _____ or No X

If yes, explain: _____

Applicant must complete and return this application along with a copy of their resume to:

**MS. SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL
POST OFFICE BOX 2768, HOUMA, LA 70361
E-MAIL: council@tpcg.org or FAX: (985) 873-6521**

Applications should be submitted by **9:00 a.m. the Friday prior to the Regular Council Session.**

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

***NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.**


Signature of the applicant

1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: _____

MARK A. PITRE

137 Casey Drive

Bourg, LA 70343

(985) 637-0683

P.O.S.T. Certified Peace Officer

PERSONAL CERTIFICATIONS

P.O.S.T. Certified Peace Officers issued by the Peace Officer Standards & Training Council of Louisiana.

EDUCATION

Terrebonne Christian Academy, Houma, LA – Diploma - 1984

PROFESSIONAL EXPERIENCE

1984 – 1988

UNITED STATES NAVY

I went to Boot camp in December of 1984, Stinger School in May of 1985 and then went to Search and Rescue Training in November of 1986. From June of 1987 to November of 1987, I received a Letter of Commendation from the Commander of Cruiser- Destroyer Group Eight for Superior Performance in the Mediterranean Sea.

1989 – 1990

LAFOURCHE PARISH SHERIFF'S OFFICE

I worked at the Lafourche Parish Sheriff's Office as a Correctional Officer at the Parish Jail. In September 1990, I graduated from the Regional Training Academy & Peace Officer Standards (POST), and then I was transferred to the Patrol Division.

1991 – 1997

TERREBONNE PARISH SHERIFF'S OFFICE

I worked at the Terrebonne Parish Sheriff's Office as a Patrol Officer. In 1995, I was transferred to the Narcotics Task Force where I worked as an undercover agent. While in Narcotics, I attended training at the Regional Counterdrug Training Academy (RCTA) in Meridian Mississippi.

1997 - Present

TERREBONNE PARISH DISTRICT ATTORNEY'S OFFICE

I worked at the Terrebonne Parish District Attorney's Office as a Criminal Investigator. In January 2001, I was transferred to the Child Support Enforcement Division as the Director. In March of 2002 and March of 2005, I received awards from the Louisiana Department of Social Services for Outstanding Administrator in a District Attorney's Office.

2012 – Present

President - Krewe of Hercules

2013 – Present

Leadership Terrebonne - Class of 2013.

2013 – 2015

Louisiana District Attorney Association - President - Investigators Section

2016 – 2018

Terrebonne Council on Aging - Advisory Council

2021 – Present

Louisiana Support Enforcement Association – Board Member



Wednesday, August 25, 2021

Item Title:

Vacancies

Item Summary:

Veteran's Memorial District: One (1) unexpired term due to a resignation and three (3) expiring terms on 09/17/21.

Recreation District No. 3A: One expired term and one unexpired term due to a resignation.

Recreation District No. 6: One (1) expiring term.

Terrebonne Parish Tree Board: One (1) vacancy due to a resignation.

TEDA: Three (3) expiring terms on 09-09-21. One representing each of the following: Terrebonne Parish Council, Houma Terrebonne Chamber of Commerce, and SCIA South Central Industrial Association.

ATTACHMENTS:

Description

Notice of Vacancies

Upload Date

8/20/2021

Type

Cover Memo

“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. The Parish Council will consider at its **AUGUST 25, 2021 Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 3A: One expired term and one unexpired term due to a resignation.

RECREATION DISTRICT NO. 6: One expired term.

RECREATION DISTRICT NO. 1: Two (2) expiring terms. One expiring on 09-10-21 and one expiring on 09-12-21.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

COTEAU FIRE PROTECTION DISTRICT BOARD: One unexpired term due to a resignation.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One expired term.

FIRE PROTECTION DISTRICT NO. 5: One unexpired term.

CHILDREN AND YOUTH SERVICES BOARD: Six (6) expired terms. One representing each of the following: Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department and a Faith-Based Organization representative.

HOUMA BOARD OF ADJUSTMENTS: Two expiring terms on 09-01-21.

VETERANS’ MEMORIAL DISTRICT: One unexpired term due to a resignation and three (3) terms expiring on 09-17-21 (One representing each of the following: Regional Military Museum Foundation, Vietnam Veterans of America and Legislative Delegation South).

TEDA: Three expiring terms on 09-09-21. (One representing each of the following: Terrebonne Parish Council, Houma Terrebonne Chamber of Commerce and SCIA (South Central Industrial Association))

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk’s Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish’s webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk’s Office no later than 4:00 p.m. on the **Monday, August 23, 2021**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, ASSISTANT COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Category Number: 8.
Item Number: A.



Wednesday, August 25, 2021

Item Title:

Parish President Announcements

Item Summary:

Parish President

Category Number: 8.
Item Number: B.



Wednesday, August 25, 2021

Item Title:

Council Announcements

Item Summary:

Council Members
