
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

Mr. Dirk Guidry	Chairman
Mr. John Amedee	Vice-Chairman
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. Gerald Michel	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Daniel Babin	Member
Mr. Steve Trosclair	Member



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.

AGENDA

November 29, 2021
5:30 PM

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

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

1. Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.
2. Discussion and update from the Terrebonne Parish Sheriff's Office relative to the status of the Terrebonne Parish Jail and to the measures being taken to reduce crime in high crime areas following Hurricane Ida.
3. Discussion and update from the Houma Police Department relative to the measures being taken to reduce crime in Houma Heights and other high crime areas following Hurricane Ida.
4. **EMERGENCY ORDINANCE:** To Authorize the Relocation of Terrebonne Parish Precinct Polling Location

Due to an Emergency Arising from Hurricane Ida for the Election of Saturday, December 11, 2021

5. **RESOLUTION:** Giving Notice of Intent to adopt an ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way for “Adley Oaks Subdivision, Phase A;” energize and accept the streetlights; and to incorporate “Adley Avenue”, “Oriole Street”, and “Kingfisher Drive” into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses; and call a public hearing on said matter on Wednesday, December 15, 2021 at 6:30 p.m.
6. Introduce an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement between TPCG, the Houma Downtown Development Corporation, and Hache Grant Association, Inc for construction and placement of a bandstand at the Courthouse Square in Downtown Houma and call for a public hearing on said matter on Wednesday, December 15, 2021 at 6:30 p.m.
7. Adjourn

Category Number:
Item Number:



Monday, November 29, 2021

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, November 29, 2021

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, November 29, 2021

Item Title:

COVID-19 Update and Other Pertinent Public Information

Item Summary:

Discussion and update from the Office of Homeland Security and Emergency Preparedness relative to COVID-19 and any other pertinent public information.

ATTACHMENTS:

Description

Executive Summary

Upload Date

11/3/2021

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
COVID 19 update

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and update from the Office of Homeland Security & Emergency Preparedness relative to COVID-19 and any other pertinent public information.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

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

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

<i>John Navy</i>	<i>ALL COMMITTEE MEETINGS</i>
_____	_____
Signature	Date



Monday, November 29, 2021

Item Title:

TPSO Update on Terrebonne Parish Jail and Reducing Crime Following Hurricane Ida

Item Summary:

Discussion and update from the Terrebonne Parish Sheriff's Office relative to the status of the Terrebonne Parish Jail and to the measures being taken to reduce crime in high crime areas following Hurricane Ida.

ATTACHMENTS:

Description

Executive Summary

Upload Date

11/23/2021

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
TPSO Update on Terrebonne Parish Jail and Reducing Crime Following Hurricane Ida

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and update from the Terrebonne Parish Sheriff's Office relative to the status of the Terrebonne Parish Jail and to the measures being taken to reduce crime in high crime areas following Hurricane Ida.

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

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECT ALREADY 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

<i>Darrin W. Guidry, Sr.</i>	<i>11/23/2021</i>
_____	_____
Signature	Date



Monday, November 29, 2021

Item Title:

HPD Update on Reducing Crime in Houma Heights and Other Areas Following Hurricane Ida

Item Summary:

Discussion and update from the Houma Police Department relative to the measures being taken to reduce crime in Houma Heights and other high crime areas following Hurricane Ida.

ATTACHMENTS:

Description

Executive Summary

Upload Date

11/23/2021

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

HPD Update on Reducing Crime in Houma Heights and Other Areas Following Hurricane Ida

PROJECT SUMMARY (200 WORDS OR LESS)

Discussion and update from the Houma Police Department relative to the measures being taken to reduce crime in Houma Heights and other high crime areas following Hurricane Ida.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

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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Darrin W. Guidry, Sr.

11/23/2021

Signature

Date

Category Number:
Item Number: 4.



Monday, November 29, 2021

Item Title:

Emergency Ordinance for Polling Location

Item Summary:

EMERGENCY ORDINANCE: To Authorize the Relocation of Terrebonne Parish Precinct Polling Location Due to an Emergency Arising from Hurricane Ida for the Election of Saturday, December 11, 2021

ATTACHMENTS:

Description

Executive Summary
Emergency Ordinance

Upload Date

11/23/2021
11/23/2021

Type

Executive Summary
Ordinance



EXECUTIVE SUMMARY

PROJECT TITLE

Emergency Ordinance to Authorize the Relocation of Terrebonne Parish Precinct Polling Location Due to an Emergency Arising from Hurricane Ida for the Election of Saturday, December 11, 2021

PROJECT SUMMARY (200 WORDS OR LESS)

The precinct polling locations have received damage due to Hurricane Ida and are therefore unsafe to use for the Saturday, December 11, 2021

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Pct. 056- Bourg Community Center will now be located at American Legion Auxiliary- Kenneth Boudreaux Unit 380 4990 Hwy. 56, Chauvin, LA 70344

TOTAL EXPENDITURE

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

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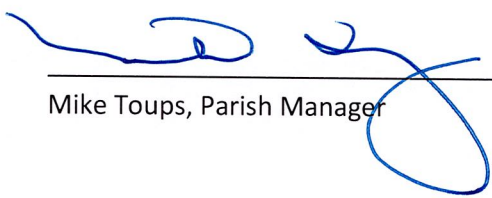
5

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7

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9


Mike Toups, Parish Manager


Date

OFFERED BY:
SECONDED BY:

EMERGENCY ORDINANCE NO. _____

**AN EMERGENCY ORDINANCE TO AUTHORIZE THE RELOCATION
OF TERREBONNE PARISH PRECINCT POLLING LOCATION DUE TO
AN EMERGENCY ARISING FROM HURRICANE IDA FOR THE
ELECTION OF SATURDAY, DECEMBER 11, 2021**

SECTION I

WHEREAS, an **Emergency** Ordinance is allowed pursuant to Terrebonne Parish Consolidated Government Charter 2-14; and

WHEREAS, an emergency declaration signed on August 26, 2021, for Hurricane Ida and recorded in the Terrebonne Parish Courthouse under COB 2646, **Page 676, Entry No. 1634123**; and

WHEREAS, elections affect the life, health, property, and safety of voting citizens of Terrebonne Parish; and

WHEREAS, Ordinance No. 9320 was passed by Terrebonne Parish Council relocating numerous polling locations; and

WHEREAS, an emergency ordinance is needed in order to ensure enough time is available to properly give notice of the relocations before the December 11, 2021 election; and

WHEREAS, the following listed precinct polling locations have received damage due to Hurricane Ida and are therefore unsafe to use for the Saturday, December 11, 2021 election; and

WHEREAS, TPCG wishes to relocate those polling locations in accordance with **LA R.S. 18:534** because the polling locations need to be changed due to an emergency caused by an act of God - Hurricane Ida; and

WHEREAS, notice of the relocation of the location of the polling places shall be published in Terrebonne Parish's Official Journal by the governing authority and the Parish Board of Election Supervisors in accordance with **LA R.S. 18:535**; and

WHEREAS, proper notice of the relocation of the location of the polling places shall be given, as applicable, in accordance with **LA R.S. 18:536**; and

WHEREAS, nothing herein shall change the Geographical boundaries of the precincts.

SECTION II

NOW THEREFORE BE IT ORDAINED that beginning on the December 11, 2021, election, and continuing every election thereafter, until further notice, due to an emergency caused by an act of God, the following voting polling **location** only be relocated as follows:

- 1) Pct. 056 – Bourg Community Center **will now be located at** American Legion Auxiliary – Kenneth Boudreaux Unit 380 4990 Hwy. 56, Chauvin, LA 70344

BE IT FURTHER ORDAINED that as required by law, the appropriate persons give notice pursuant to **LA R.S. 18:535** and **LA R.S. 18:536**; and

BE IT FURTHER ORDAINED that TPCG Council, as governing authority of the parish, adopt this emergency ordinance because time is of the essence to conduct the December 11, 2021, election.

SECTION III

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

SECTION IV

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

SECTION V

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

This ordinance, 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 _____ 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
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



Monday, November 29, 2021

Item Title:

Adley Oaks Subdivision, Phase A

Item Summary:

RESOLUTION: Giving Notice of Intent to adopt an ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way for “Adley Oaks Subdivision, Phase A;” energize and accept the streetlights; and to incorporate “Adley Avenue”, “Oriole Street”, and “Kingfisher Drive” into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses; and call a public hearing on said matter on Wednesday, December 15, 2021 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Adley Oaks Subdivision, Phase A	11/23/2021	Executive Summary
Adley Oaks Subdivision, Phase A	11/23/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Adley Oaks Subdivision, Phase A

PROJECT SUMMARY (200 WORDS OR LESS)

Dedication and acceptance of the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way; energize and accept the streetlights; and the incorporation of "Adley Avenue", "Oriole Street", and "Kingfisher Drive"

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

A Resolution giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way for "Adley Oaks Subdivision, Phase A;" energize and accept the streetlights and to incorporate "Adley Avenue", "Oriole Street", and "Kingfisher Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

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



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

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



Department of Planning & Zoning

November 22, 2021

MEMO TO: Mike Toups, Parish Manager
TPCG Administration

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

THRU: Christopher M. Pulaski, PLA, Director *[Signature]*
TPCG Planning & Zoning Department

SUBJECT: Adley Oaks Subdivision, Phase A
Dedication and acceptance of the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way; energize and accept the street lights; and the incorporation of the street(s); Quality Engineering & Surveying, L.L.C.

Please be advised that the attached Resolution and Ordinance are being sent to the Parish Council for their review for approval or denial for the above referenced subdivision.

Should you have any questions or require more information, please advise.

/bmb

Attachments

cc: Councilman Darrin Guidry, *Council Chairman*
Councilman John Amedée, *District 4*
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 dedicate and accept the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way for "Adley Oaks Subdivision, Phase A;" energize and accept the streetlights and to incorporate "Adley Avenue", "Oriole Street", and "Kingfisher Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that Notice of Intent is given for adopting an ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way for "Adley Oaks Subdivision, Phase A;" energize and accept the street lights; and to incorporate "Adley Avenue", "Oriole Street", and "Kingfisher Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, _____, 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 Community Development & Planning 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 DEDICATING AND ACCEPTING THE MAINTENANCE/OPERATION OF THE STREET(S), DRAINAGE SERVITUDES, SEWER, AND RIGHTS-OF-WAY FOR “ADLEY OAKS SUBDIVISION, PHASE A;” ENERGIZE AND ACCEPT THE STREETLIGHTS; AND TO INCORPORATE “ADLEY AVENUE”, “ORIOLE STREET”, AND “KINGFISHER DRIVE” INTO THE ENHANCED 911 EMERGENCY RESPONSE SYSTEM FOR THE PURPOSE OF PROVIDING A BETTER MEANS OF LOCATING ADDRESSES; AND TO SET FORTH AN EFFECTIVE DATE FOR THE INCORPORATION OF STREET NAME(S), TO INFORM THE PROPER AGENCIES OF THE STREET NAME(S), AND TO AUTHORIZE THE INSTALLATION OF THE APPROPRIATE STREET SIGN(S), AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, dedicates and accepts the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way; and energize and accept the streetlights as depicted on a plat, prepared on August 19, 2021, by Quality Engineering & Surveying, L.L.C. titled “Adley Oaks Subdivision, Phase A”, a copy of which is attached hereto and made a part hereof;

BE IT FURTHER ORDAINED effective on the _____ day of _____, 2021, that “Adley Avenue”, “Oriole Street”, and “Kingfisher Drive” be incorporated into the Enhanced 911 Emergency Response System;

BE IT FURTHER ORDAINED that a copy of this ordinance be submitted to the Terrebonne Parish Communications Board, local U.S. Postal Services, fire districts, Acadian Ambulance, Terrebonne Parish Sheriff’s Office, and any other appropriate agency; and

BE IT FURTHER ORDAINED that the Parish Forces be directed to install the proper street sign on the appropriate street, and that any other actions relative thereto be addressed.

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.

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

THERE WAS RECORDED:
YEAS: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

The Chairman declared the 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

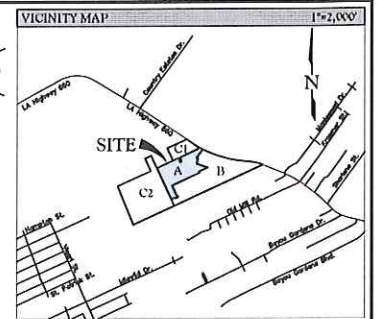
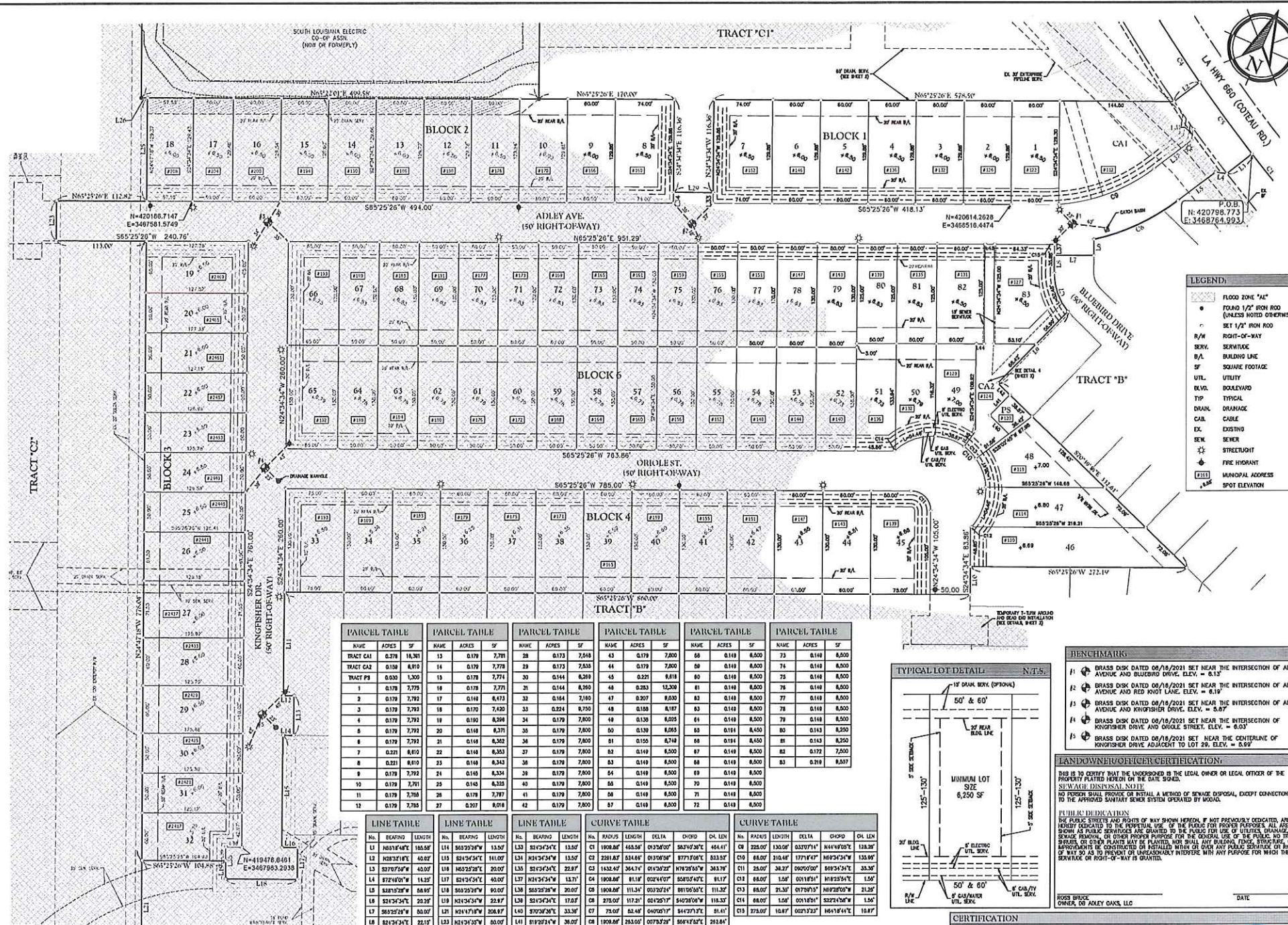
Date and Time Returned to Council Clerk:

* * * * *

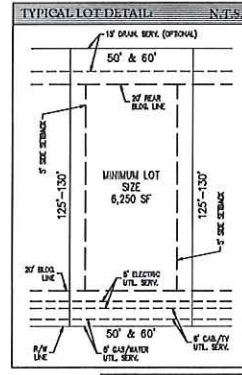
I, SUZETTE THOMAS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2021, at which meeting a quorum was present.

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

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

[illegible]

PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE			PARCEL TABLE		
N/A/C	ACRES	SF	N/A/C	ACRES	SF	N/A/C	ACRES	SF	N/A/C	ACRES	SF	N/A/C	ACRES	SF	N/A/C	ACRES	SF
TRACT CA	0.378	16,161	13	0.179	7,781	28	0.173	7,648	43	0.179	7,800	66	0.169	7,500	8,000	0.149	6,500
TRACT CA	0.158	6,810	14	0.179	7,778	29	0.173	7,655	44	0.179	7,800	68	0.169	7,600	74	0.149	6,500
TRACT PA	0.000	1,000	15	0.178	7,774	30	0.144	6,261	45	0.221	9,611	80	0.169	7,600	75	0.149	6,500
1	0.178	7,778	16	0.178	7,771	31	0.144	6,260	46	0.233	12,300	81	0.169	7,600	76	0.149	6,500
2	0.178	7,792	17	0.148	6,473	32	0.164	7,160	47	0.207	9,030	82	0.169	7,600	77	0.149	6,500
3	0.178	7,793	18	0.170	7,420	33	0.224	9,750	48	0.166	8,187	83	0.169	7,600	78	0.149	6,500
4	0.178	7,792	19	0.190	8,266	34	0.179	7,800	49	0.130	5,695	84	0.169	7,600	79	0.149	6,500
5	0.178	7,793	20	0.168	6,371	35	0.179	7,800	50	0.139	5,985	85	0.181	8,450	80	0.143	6,250
6	0.178	7,792	21	0.148	6,362	36	0.179	7,800	51	0.150	6,748	86	0.181	8,450	81	0.143	6,250
7	0.221	9,610	22	0.148	6,363	37	0.179	7,800	52	0.149	6,500	87	0.149	6,500	82	0.172	7,600
8	0.221	9,610	23	0.148	6,343	38	0.179	7,800	53	0.149	6,500	88	0.149	6,500	83	0.216	9,650
9	0.179	7,792	24	0.140	6,334	39	0.179	7,800	54	0.149	6,500	89	0.149	6,500			
10	0.179	7,791	25	0.140	6,325	40	0.179	7,800	55	0.149	6,500	90	0.149	6,500			
11	0.179	7,768	26	0.178	7,797	41	0.179	7,800	56	0.149	6,500	91	0.149	6,500			
12	0.179	7,768	27	0.207	9,016	42	0.179	7,800	57	0.149	6,500	92	0.149	6,500			

[illegible]

- | BENCHMARK | |
|-----------|--|
| 1 | BRASS DISK DATED 08/18/2021 SET NEAR THE INTERSECTION OF ADLER AVENUE AND BLUEBIRD DRIVE. ELEV. = 0.13' |
| 2 | BRASS DISK DATED 08/18/2021 SET NEAR THE INTERSECTION OF ADLER AVENUE AND RED KNOT LANE. ELEV. = 0.19' |
| 3 | BRASS DISK DATED 08/18/2021 SET NEAR THE INTERSECTION OF ADLER AVENUE AND KNOXFISHER DRIVE. ELEV. = 0.07' |
| 4 | BRASS DISK DATED 08/18/2021 SET NEAR THE INTERSECTION OF KNOXFISHER DRIVE AND ORIOLE STREET. ELEV. = 0.03' |
| 5 | BRASS DISK DATED 08/18/2021 SET NEAR THE CENTRELINE OF KNOXFISHER DRIVE ADJACENT TO LOT 29. ELEV. = 0.09' |

LANDOWNER/OFFICER CERTIFICATION.
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OR LEGAL OFFICER OF THE
PROPERTY PLATTED HEREON ON THE DATE SIGNED.
SEWAGE DISPOSAL NOTE
USE, STORAGE, TREATMENT OR TREATMENT OF SEWAGE OR OTHER LIQUID OR SOLID WASTE OR OTHER POLLUTANT

PUBLIC DEDICATION
THE PUBLIC STREETS AND RIGHTS OF WAY SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES. ALL AREAS SHOWN AS PUBLIC BENEATH ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSES FOR THE GENERAL USE OF THE PUBLIC. NO TRODS OR STRUCTURES ARE TO BE PLACED ON, NOR SHALL ANY BUILDING, FENCE, STRUCTURE, OR STRUCTURE BE CONSTRUCTED OR INSTALLED WITHIN OR OVER ANY PUBLIC BENEATH OR RIGHT OF WAY SO AS TO OBSTRUCT OR UNLAWFULLY INTERFERE WITH ANY PURPOSE FOR WHICH THE BENEATH OR RIGHT-OF-WAY IS GRANTED.

ROSS BRIDGE
OWNER, BUREAU OF HIGHWAYS
COUNTY OF MOORE, OKLA. DIST. CLERK

DATE _____

CERTIFICATION	
<p>THIS IS TO CERTIFY THAT THIS PLAN WAS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 38:2830 ET SEQ. AND CONFORMS TO PARISH ORDINANCES CONCERNING THE SUBDIVISION OF LAND. THIS PLAN WAS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS PREPARED BY THE BOARD OF LAND SURVEYORS OF THE STATE OF LOUISIANA. THIS CERTIFICATION IS SPECIALLY RESTRICTED TO THE CLIENT FOR HIS OR HER OWN USE OR FOR THE USE OF OTHERS WHOSE NAMES ARE LISTED ON THIS THIRD PARTIES UNLESS THE PLAN IS PROPERLY REVISED BY THE SURVEYOR TO REFLECT THE SAME.</p> <p style="text-align: center;">PRELIMINARY DOCUMENT FOR REVIEW ONLY</p> <p style="text-align: center;">This document is not to be used for construction, for recordation, conveyance, notes, or as the basis for the issuance of a permit.</p>	
SETH J. MOSBY, PLAS #0073	DATE _____

APPROVAL:

APPROVED AND ACCEPTED THIS DATE _____
BY THE HOUMA- TERREBONNE REGIONAL PLANNING COMMISSION
BY _____ FOR _____

FINAL PLAT
OF
ADLEY OAKS SUBDIVISION, PHASE A
LOTS 1-83
&
TRACTS "CA1", "CA2", "PS", "B", "C1", & "C2"
FORMERLY
THE RICHARD LANDRY, et al PROPERTY

LOCATION:	LOCATED IN SECTIONS 84 & 85, TOWNSHIP 18 SOUTH, RANGE 17 EAST, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, TERREBOONE PARISH, LOUISIANA
OWNER:	DB Audley Oaks, LLC 4615 BLOOMSBERRY BLVD., SUITE G BATON ROUGE, LOUISIANA 70809

DATE: AUGUST 19, 2021	
LOCATION: N/A	TRAINING ID: 19-055
INSTRUCTOR: N/A	Page: 2
ISSUED BY: SM	LOCK BY: SM
CHECKED BY: SM	
MILE: 1 OF 3	



QUALITY
Engineering & Surveying, LLC

8511 Ring Rd Northwest, LA 70606
Phone: 504-399-0800 • Fax: 504-399-0801



TRACT "B"

**Terrebonne Parish Consolidated Government
Infrastructure Warranty**

A. For a period of three hundred and sixty-five (365) days from the acceptance date by the Terrebonne Parish Council; developer/subdivider warrants that all public streets and all dedicated infrastructure shall remain free of defective materials and workmanship; shall remain completed in accordance with the plans and specifications of the project; and shall comply with all state and local laws.

B. If within one year after the date of Council acceptance any work is found to be defective or not in compliance as set out above, developer/subdivider shall within 50 days of notification, without cost to Parish, and in accordance with Parish's written instructions make all required repairs or corrections.

If placed on notice by TPCG pursuant to this part, the parish engineering department will re-inspect for warranty release only after receiving certification from the developer's engineer that the work has been accomplished.

C. The defects not cured to the satisfaction of TPCG within fifty days of notification will be turned over the Terrebonne Parish Consolidated Government legal department for resolution.

D. Contractor's obligations under this warranty are in addition to any other obligation or warranty. The provisions of this warranty shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation.

Adley Oaks

Name of Subdivision

Date of Council Acceptance

Ron D Br

Developer Signature

Quality Engineering & Surveying, LLC

18320 Hwy 42 Port Vincent, LA 70726
Adley Oaks - Dantin Bruce Development, LLC

September 8, 2020

PHASE A PRELIMINARY SOI (TURN LANE PLANS NOT INCLUDED)

ITEM NO.	Description	Unit	Quantity	Unit Price	Total
CLEARING & EARTHWORK					
1	Fine Grading of Roadway	L.F.	3,531	4.50	15,889.50
2	Earthwork	C.Y.	4,700	5.00	23,500.00
3	Muck and Fill LA 660 Roadside Ditch for 54" RCP Adley Avenue Crossing	L.F.	105	6.00	630.00
4	Utility Location and Coordination with Utility Companies	Lump	1	2,500.00	2,500.00
5	Muck and Fill Existing Temporary Swales Installed in Grading Plans	L.F.	800	6.00	4,800.00
6	Temporary Ditch Grading	L.F.	740	6.25	4,625.00
CLEARING & EARTHWORK SUBTOTAL					\$51,944.50
PAVING					
7	6" P.C. Concrete Pavement	S.Y.	10,577	47.50	502,407.50
8	12" Pumped Mississippi Sand	S.Y.	10,577	9.75	103,125.75
9	1'-0" P.C. Mountable Type Integral Concrete Curb, per DOTD Standard Plan CP-01	L.F.	6,555	6.00	39,330.00
10	8" Limestone over 7 oz. Geotextile Fabric for Temporary T-Turnarounds	S.Y.	478	26.00	12,428.00
11	8" Thick Aggregate Over 7 oz. Geotextile Fabric and Compacted Base, Serving Tract "PS"	S.Y.	76	26.00	1,976.00
12	8" Thick Concrete Drive Apron over 8" Lime Treated Base and Compacted Base, Serving Tract "PS"	S.Y.	24	112.00	2,688.00
13	8" Thick Concrete Drive Apron over 8" Lime Treated Base and Compacted Base, Serving Monument Road at Adley and Bluebird	S.Y.	49	112.00	5,488.00
14	Handicap Ramp	Each	1	1,000.00	1,000.00
PAVING SUBTOTAL					\$668,443.25
DRAINAGE					
15	Plug Drainage Pipe End for Future Connection	Each	1	300.00	300.00
16	CB-06	Each	18	3,150.00	56,700.00
17	CB-07	Each	4	3,600.00	14,400.00
18	CB-08	Each	1	6,800.00	6,800.00
19	CB-08 (Conflict Box for Drainage and Sewer)	Each	1	7,300.00	7,300.00
20	R-CB-11	Each	1	3,500.00	3,500.00
21	R-CB-11JB	Each	3	3,000.00	9,000.00

22	15" PVC Storm Drain Pipe	L.F.	410	49.50	20,295.00
23	18" PVC Storm Drain Pipe	L.F.	23	51.00	1,173.00
24	18" UF Storm Drain Pipe	L.F.	166	67.25	11,163.50
25	24" PVC Storm Drain Pipe	L.F.	1,208	72.00	86,976.00
26	30" PVC Storm Drain Pipe	L.F.	720	101.00	72,720.00
27	36" PVC Storm Drain Pipe	L.F.	127	105.00	13,335.00
28	36" UF Storm Drain Pipe	L.F.	112	115.00	12,880.00
29	42" UF Storm Drain Pipe	L.F.	461	132.00	60,852.00
30	54" RCP Storm Drain Pipe	L.F.	116	215.00	24,940.00
				DRAINAGE SUBTOTAL	\$402,334.50
	SANITARY SEWER				
31	Sanitary Sewer Manhole (0-6' Depth; Includes Concrete Pad Around Cover)	Each	3	2,700.00	8,100.00
32	Sanitary Sewer Manhole (6-8' Depth; Includes Concrete Pad Around Cover)	Each	5	2,800.00	14,000.00
33	Sanitary Sewer Manhole (8-10' Depth; Includes Concrete Pad Around Cover)	Each	2	3,100.00	6,200.00
34	Sanitary Sewer Manhole (10-12' Depth; Includes Concrete Pad Around Cover)	Each	3	4,000.00	12,000.00
35	Sanitary Sewer Drop Manhole (10-12' Depth; Includes Concrete Pad Around Cover)	Each	1	4,700.00	4,700.00
36	Sanitary Sewer Manhole (12-14' Depth; Includes Concrete Pad Around Cover)	Each	1	6,600.00	6,600.00
37	8" PVC Sanitary Sewer Pipe (0-6' Depth)	L.F.	753	31.00	23,343.00
38	8" PVC Sanitary Sewer Pipe (6-8' Depth)	L.F.	1,045	33.00	34,485.00
39	8" PVC Sanitary Sewer Pipe (8-10' Depth)	L.F.	1,223	36.00	44,028.00
40	8" PVC Sanitary Sewer Pipe (10-12' Depth)	L.F.	592	55.00	32,560.00
41	8" PVC Sanitary Sewer Pipe (12-14' Depth)	L.F.	59	60.00	3,540.00
42	10" PVC Sanitary Sewer Pipe (12-14' Depth)	L.F.	37	75.00	2,775.00
43	Sanitary Sewer Terminus	Each	2	2,900.00	5,800.00
44	Sanitary Sewer Service (Same Side)	Each	38	450.00	17,100.00
45	Sanitary Sewer Service (Opposite Side)	Each	32	1,300.00	41,600.00
46	Sanitary Sewer Service (Same Side to MH)	Each	1	825.00	825.00
47	Sanitary Sewer Service (Opposite Side to MH)	Each	1	1,300.00	1,300.00
48	Sanitary Sewer Double Service (Same Side)	Each	5	700.00	3,500.00
49	Sanitary Sewer Double Service (Opposite Side)	Each	0	NO BID	NO BID
50	Sanitary Sewer Double Service (Same Side to MH)	Each	1	1,600.00	1,600.00
51	Sanitary Sewer Double Service (Opposite Side to MH)	Each	0	NO BID	NO BID
52	Contractor to Plug Hole in SSMH for Future Connection	Each	4	600.00	2,400.00
				SANITARY SEWER SUBTOTAL	\$266,456.00

	GAS				
	N/A; gas installation to be coordinated by owner				NO BID
				GAS SUBTOTAL	NO BID
	WATER				
53	8" Water Line (Including All Required Sample Taps, Fittings, Caps, Valves, etc., except Gate Valves and Air Release Valves)	L.F.	3,149	24.25	76,363.25
54	10" Water Line Bore Under LA 660 (Approx. 110 L.F., Includes All Fittings)	Lump	1	12,000.00	12,000.00
55	10" Gate Valve	Each	1	3,000.00	3,000.00
56	8" Gate Valve	Each	16	1,800.00	28,800.00
57	Fire Hydrant Assembly (Includes 6" Gate Valve)	Each	7	4,000.00	28,000.00
58	Flushing Apparatus (Includes 4" Gate Valve)	Each	1	2,500.00	2,500.00
59	1" Air Release Valve for Bore Under Acadian Natural Gas pipeline	Each	2	4,000.00	8,000.00
60	Connection to Waterworks District 1 Main on LA 660 (Includes All Coordination and Fees)	Lump	1	5,500.00	5,500.00
				WATER SUBTOTAL	\$164,163.25
	EROSION CONTROL				
61	Installation and Maintenance of Erosion Control	Lump	1	16,000.00	16,000.00
62	Limestone Construction Entrance (12" Thick)	Each	1	4,000.00	4,000.00
63	18" - 30# Rip Rap Over 7oz. Geotextile Fabric	SY	556.0	77.00	42,812.00
64	Inlet Protection	Each	25	150.00	3,750.00
65	Hydromulching Ditch Banks, Servitudes, & Right of Way (Includes Seed)	AC	4.51	1,650.00	7,441.50
66	Seed and Fertilize Exposed Areas with Bermuda or Rye Grass	AC	0.41	1,400.00	574.00
67	Double Net Straw - Erosion Control Blanket	SY	3,976	3.50	13,916.00
				EROSION CONTROL SUBTOTAL	\$88,493.50
	SIGNAGE & MISC. ITEMS				
68	Street Sign (2 Plates, No Outlet)	Each	1	350.00	350.00
69	Street Sign (2 Plates)	Each	2	300.00	600.00
70	Regulatory Signs	Each	9	275.00	2,475.00
71	Temporary Dead End Installation	Each	5	1,500.00	7,500.00
72	Permanent End-of-Roadway Installation (Type D Per DOTD Detail HS-03)	Each	1	3,000.00	3,000.00
				SIGNAGE & MISC. SUBTOTAL	\$13,925.00
73	Maintenance Bond/Maintenance Agreement	@ NO DIRECT PAY			
				SUBTOTAL FOR ADLEY OAKS PHASE A	\$1,655,760.00

Quality Engineering & Surveying, LLC

18320 Hwy 42 Port Vincent, LA 70726
Adley Oaks - Dantin Bruce Development, LLC

September 4, 2020

PHASE A PRELIMINARY SOI (PUMP STATION AND FORCE MAIN)


ITEM NO.	Description	Unit	Quantity	Unit Price	Total
SANITARY SEWER					
1	72" Sanitary Sewer Pump Station (Includes All Items for a Working Pump Station Meeting Pollution Control Standards; Includes Electrical Service, Panels, ARV on the Header Piping, All Piping and Valves Up to Beginning of Underground 6" PVC Force Main)	Lump	1		
				210,000.00	210,000.00
2	6" PVC Force Main	L.F.	1,739	21.00	36,519.00
3	6" HDPE Force Main (Bore Through Wetlands, Approx. 400 L.F.)	Lump	1	48.00	19,200.00
4	2" Air Release Valve (No Vacuum Valve) Per Pollution Control Standard Details	Each	1	3,905.00	3,905.00
5	6' Cedar Wood Fence	L.F.	124	31.00	3,844.00
6	Double 6' Swing Gates with Lock and Hasp	Each	1	1,500.00	1,500.00
7	1" Water Service Line	L.F.	146	30.00	4,380.00
8	Water and Hose Bibb Connection to Pump Station with Backflow Preventor	Each	1	2,000.00	2,000.00
9	Tie-In to Offsite Terrebonne Parish Pollution Control Wastewater Treatment Plant (Includes All Fees, Coordination, etc.)	Lump	1	2,400.00	2,400.00
		SANITARY SEWER SUBTOTAL:			\$283,748.00
	Maintenance Bond/Maintenance Agreement	@ NO DIRECT PAY			
	TOTAL FOR ADLEY OAKS PHASE A				\$1,939,508.00

**ENGINEER'S CERTIFICATION
FOR
ADLEY OAKS SUBDIVISION PHASE A**

I, the undersigned Professional Engineer, hereby certify to the best of my knowledge and belief that the public street, storm drainage and sanitary sewer improvements were constructed in accordance with the approved construction plans prepared by this firm. Any changes to the approved plans known to me are noted on record drawings accompanying this certification.

This certification is based on observations by me or my designated representatives, certificates of compliance furnished by manufacturers, and tests of materials of construction by an approved laboratory.

QUALITY ENGINEERING & SURVEYING, L.L.C.



William H. Purser, P.E.

Engineering Manager

July 30, 2021



(Professional Engineer's Seal)

RECEIVED

AUG - 2 2021

ENGINEERING



Monday, November 29, 2021

Item Title:

Proposed Ordinance for CEA between TPCG, HDDC, and Hache Grant Association, Inc for Bandstand at Courthouse Square

Item Summary:

Introduce an ordinance to authorize the Parish President to execute a Cooperative Endeavor Agreement between TPCG, the Houma Downtown Development Corporation, and Hache Grant Association, Inc for construction and placement of a bandstand at the Courthouse Square in Downtown Houma and call for a public hearing on said matter on Wednesday, December 15, 2021 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/18/2021	Executive Summary
Proposed Ordinance	11/18/2021	Ordinance
Cover Memo	11/18/2021	Cover Memo
Bandstand CEA	11/18/2021	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Consider the introduction of an ordinance to authorize the Parish President to enter into and ratify a Cooperative Endeavor Agreement between TPCG, HDDC, and Hache Grant Association, Inc. for the purpose of constructing and placing a bandstand at the Courthouse Square in Downtown Houma and calling a public hearing on said matter on Wednesday, December 15, 2021 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)
The Hache Grant Association Inc. has been fundraising over the past year to be able to design and construct a bandstand similar to the original turn of the century bandstand that was originally located at the Courthouse Square. The HDDC and TPCG have been supporters of the HGA’s fundraising events which have also served to improve the economic development of Downtown. The HDDC and TPCG further support HGA’s effort by working with them to find a suitable location on the Courthouse Square. The design will be reminiscent of the original thru the use of historical photos. Legal has recommended that this partnership and the associated CEA be codified thru an ordinance.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
HGA, HDDC and TPCG envision the Courthouse Square Bandstand encouraging building a sense of community and place by providing a venue whereby residents and visitors of all ages be exposed to our region’s music, arts, and culture. On the advent of Terrebonne Parish’s Bicentennial, the bandstand will also serve as a fitting tribute to our community’s founders and those who came before us. This project further demonstrates our community’s ability to come together for a common goal since the funds to construct the bandstand were raised locally by grassroots organization and their donors.

TOTAL EXPENDITURE				
\$0				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
<u>ACTUAL</u> – N/A			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
<u>N/A</u>	NO	YES	IF YES AMOUNT BUDGETED:	

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

Christopher Pulaski
Signature

11/18/21
Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE HOUMA DOWNTOWN DEVELOPMENT CORPORATION (“HDDC”), HACHE GRANT ASSOCIATION, INC. (“HGA”) and TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”) PROMOTING THE HISTORY OF HOUMA, TERREBONNE PARISH, LOUISIANA, BY HDDC AND HGA CONSTRUCTING A REPLICA OF A BANDSTAND THAT WAS PART OF THE HISTORY OF HOUMA, LOUISIANA ON THE COURTHOUSE SQUARE AT A MUTUALLY AGREED UPON LOCATION AND TRANSFERRING OWNERSHIP THEREOF TO TPCG BY DONATION; AND TO PROVIDE FOR RELATED MATTERS THERETO

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, TPCG, HDDC and HGA are working together wherein HDDC and HGA shall create a replica of a historic bandstand on the courthouse square, which is being designed to have the capability to be moved should the need arise, for a public purpose that promotes the history of Houma, Terrebonne Parish, Louisiana, and enhances the life of all of the citizens of the Parish of Terrebonne; and

WHEREAS, TPCG, HDDC, and HGA envision the Bandstand on the courthouse square promoting the history of Houma, Terrebonne Parish, Louisiana, and enhancing the life of all of the citizens of the Parish of Terrebonne; and

WHEREAS, The Bandstand replica, in accordance with the initial plan or proposal, will be available for all to see, including events held in downtown Houma; and

WHEREAS, Entering into this cooperative endeavor agreement for the public purpose of promoting the history of Houma, Terrebonne Parish, Louisiana, is for the good of all of the citizens of the Parish of Terrebonne; and

WHEREAS, out of an abundance of caution and since immovable property of TPCG is being used and/or will be used in connection with the Cooperative Endeavor Agreement, including but not limited to the placement and construction of the Bandstand, Parish Administration respectfully requests the Council to approve this ordinance authorizing the Parish President, Gordon E. Dove, to execute a Cooperative Endeavor Agreement by and between the Houma Downtown Development Corporation (“HDDC”), Hache Grant Association, Inc. (“HGA”) and Terrebonne Parish Consolidated Government (“TPCG”) for the purpose of promoting the history of Houma, Terrebonne Parish, Louisiana, by HDDC and HGA constructing a replica of a bandstand that was part of the history of Houma, Louisiana, on the courthouse square at a mutually agreed upon location and transferring ownership thereof to TPCG by donation; and

NOW THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be authorized to execute the Cooperative Endeavor Agreement by and between the Houma Downtown Development Corporation (“HDDC”), Hache Grant Association, Inc. (“HGA”) and Terrebonne Parish Consolidated Government (“TPCG”) for the purpose of promoting the history of Houma, Terrebonne Parish, Louisiana, by HDDC and HGA constructing a replica of a bandstand that was part of the history of Houma, Louisiana, on the courthouse square at a mutually agreed upon location and transferring ownership thereof to TPCG by donation;

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

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

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

_____, 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 _____, 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



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: November 18, 2021

Re: Courthouse Square Bandstand CEA

Proposed ordinance to authorize and ratify the CEA between HGA, HDDC and TPCG for the construction and placement of an historical style bandstand in the Courthouse Square. Legal recommended that we codify the CEA with an ordinance since the structure is being placed on public property.

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

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT,
HOUMA DOWNTOWN DEVELOPMENT CORPORATION AND
HACHE GRANT ASSOCIATION, INC.**

I. PARTIES

- 1.1 This Cooperative Endeavor Agreement (“Agreement”) has been entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (herein sometimes referred to as "TPCG " or “Owner”), address 8026 Main Street, a political subdivision of the State of Louisiana, herein represented by Mike Toups, its Parish Manager, by virtue of his authority granted by Gordon E. Dove, President of Terrebonne Parish Consolidated Government and by virtue of Terrebonne Parish Ordinance No. _____, a copy of which is attached hereto and made a part hereof; and

HOUMA DOWNTOWN DEVELOPMENT CORPORATION (herein sometimes referred to as "HDDC"), a Non-Profit Corporation of the State of Louisiana, whose address is 317 Goode Street, Houma, Louisiana 70360, herein represented by its duly authorized President, Leo Ledet; and

HACHE GRANT ASSOCIATION, INC., (hereinafter referred to as “HGA”), a Non-Profit Corporation of the State of Louisiana, whose address is 8043 Main Street, Houma, Louisiana 70360, herein represented by its duly authorized President, Noah Lirette;

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

II. PREAMBLES

- 2.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,
- 2.2 WHEREAS, Louisiana Constitution Article VI, Section 20, Louisiana Revised Statutes 33:1324 and Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and,
- 2.3 WHEREAS, Section 1-05 of the Terrebonne Parish Charter in its pertinent part provides that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution” and furthermore, Section 1-07 of the Terrebonne Parish Charter provides "the parish government is authorized, as provided by state law, to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions"; and
- 2.4 WHEREAS, HDDC in association with HGA desires to hire a contractor (hereinafter sometimes referred to as “Contractor”) to construct a replica of a Bandstand that was part of the history of Houma; and
- 2.5 WHEREAS, HDDC and HGA would like to construct said Bandstand on the Courthouse Square, at a location mutually agreeable to all parties hereto for TPCG. The Bandstand will attempt to be designed so that it can be moved, if needed; and

- 2.6 WHEREAS, HDDC and HGA will furnish the labor and materials through a Contractor to construct the Bandstand; and
- 2.7 WHEREAS, prior to beginning construction, HDDC and HGA will provide the drawings and the design of the Bandstand to TPCG for TPCG's approval and also HDDC and HGA will submit the necessary plans and other required information to TPCG Building Permit Office for review and approval;

III. TERMS

- 3.1 HDDC and HGA will design and construct through a Contractor the Bandstand on site at a location in the courthouse square mutually agreeable by all parties hereto at the expense of HDDC and HGA (hereinafter sometimes referred to as "Work"); and
- 3.2 Prior to beginning construction, HDDC and HGA will submit to TPCG, for its approval, the drawings and design of the Bandstand and also HDDC and HGA will submit the necessary plans and other required information to TPCG Building Permit Office for review and approval; and
- 3.3 Upon completion of construction of the Bandstand, HDDC and HGA does hereby transfer any and all ownership of the Bandstand and any components thereto to TPCG, free and clear of any liens or encumbrances; and
- 3.4 After approval of the drawings and the design of the Bandstand and the approval of the location of the Bandstand in the Courthouse Square by all parties hereto, HDDC and HGA shall begin construction of the Bandstand through a Contractor and shall diligently continue their efforts to complete the Bandstand within a reasonable amount of time, not to exceed six (6) months; and
- 3.5 TPCG may remove the Bandstand after construction if it creates an unreasonable risk of liability to TPCG or an unreasonable risk of injury to persons or property, in the event of a natural disaster such as a flood or hurricane, or in the event the Bandstand no longer fulfills the needs or goals of TPCG;
- 3.6 Any and all contributions of HDDC and/or HGA towards construction of the work, except design of the Work, shall be performed under the direction and for the Contractor;

IV. INSURANCE

- 4.1 As part of the terms and conditions of this Agreement HDDC and HGA shall require their Contractor to procure and maintain during the duration of this Agreement or until the Bandstand is completed and accepted by TPCG, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement by HDDC and HGA, their agents, representatives, Contractor, contractors, and employees (collectively HDDC, HGA and their Contractor referred to as "DADC-HGA-C").

A. Minimum Limits of Insurance:

1. General Liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury and property damage;
2. Auto Liability:
 - a. Minimal acceptable limit \$1,000,000 Combined Single Limits for bodily injury and property damage; and
 - b. Liability coverage to be provided for Any Auto **or** All Owned Autos and Hired and Non-owned Autos.
3. Workers' Compensation Insurance is required_ to meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include:
 - a. Alternate Employer Endorsement
 - b. Voluntary Compensation Endorsement
4. Builder's Risk: See Section 4.1 C below

5. Contractor's Liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury and property damage and also see Section 4.1B below;

B. Contractor's Liability Insurance:

Contractor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements noted above. This insurance will provide coverage for claims and/or suits which may arise out of or result from the Contractor's performance and furnishing of the Work, whether it is performed by the Contractor, any sub-contractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

If applicable, the Contractor shall require all subcontractors to maintain, in limits equal to or greater than Contractor's, the same insurance coverage for Work performed or materials provided for the Work. Contractor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall Contractor allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the subcontractor's work, actions, or inactions.

C. Builders Risk Insurance:

Contractor shall purchase and maintain an "all risk" Builder's Risk insurance upon the entire Work which is the subject of the Contract, at the site, to the full insurable value thereof, and shall purchase the policy with the Owner as the Named Insured. If the Contractor has a blanket Builder's Risk policy, it shall be endorsed to include the Work, with the Owner listed as a Named Insured with regard to the Work. The Builders Risk policy must, at a minimum, cover for such amount of the Work as is determined by all parties, as per the Engineer and/or Architect. This insurance shall include, as Named Insureds, HDDC, HGA, the Contractor, any Subcontractors, any Sub-Subcontractors, and/or any vendors deemed appropriate by the Contractor.

The policy shall insure against the perils of fire, flood, and extended coverage and shall include "all risk" insurance for physical damage, including, without duplication of coverage,

- theft,
- testing as appropriate for the type of project,
- debris removal,
- damage to any Work-related property stored in the open, resulting from a non-excluded peril, and
- vandalism.

D. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. a. TPCG, HDDC, HGA are to be added as "additional insureds" for all insurance policies for General Liability, Automobile Liability Coverage, Workers' Compensation and Employer's Liability

Coverage and also as respects liability arising out of activities performed by or behalf of DDDC, HGA and Contractor; products and completed operations of DDDC, HGA and Contractor; premises owned, occupied or used by DDDC, HGA and Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the TPCG. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of the TPCG.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the TPCG.
 - c. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.
- 2. Workers' Compensation and Employer's Liability Coverage. Contractor and its insurer shall agree to **waive all rights of subrogation against the TPCG** and against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party or HDDC and/or HGA or for losses arising from work performed by or for HDDC and/or HGA for the TPCG.
- 3. All Coverages.
 - a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the TPCG.
 - b. All policies above endorsed to be primary coverage to any other coverage.
 - c. Coverages should be endorsed to cover proper "territory" of operations.
- E. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only if the workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Workers' Compensation Corporation.
- F. Verification of Coverage. DDDC-HGA-C shall furnish the TPCG with certificates of insurance effecting coverage required. The certificate for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE TPCG BEFORE WORK COMMENCES. The TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 - 1. Workers' Compensation and Employers Liability Coverage

Contractor and its insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.

2. All Coverages

- a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
- b. All policies above endorsed to be primary coverage to any other coverage.
- c. Coverages should be endorsed to cover proper "territory" of operations.
- d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.

H. Acceptability of Insurers

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

I. Verification of Coverage

HDHC-HGA-C shall furnish to TPCG certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the TPCG before work commences. TPCG reserves the right to require complete, certified copies of all required policies, at any time.

V. INDEMNIFICATION

- 5.1 HDHC, HGA and Contractor agree to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this Agreement and/or from the construction of the Bandstand, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of HDHC and/or HGA and/or Contractor, any of their subcontractors, agents, volunteers, servants, officers and/or employees, related to the performance or nonperformance of this Agreement or obligations herein entered into, including and as a result of any such claims, lawsuits and demands, HDHC, HGA and Contractor agree to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.
- 5.2 In the event of joint and concurrent negligence of the HDHC and/or HGA and/or Contractor and also TPCG, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto.

VI. TERMINATION

- 6.1. This Agreement is temporary and shall terminate upon the satisfactory performance of the parties hereto, or earlier upon the violation of the conditions of this Agreement at the option of TPCG. This Agreement may also be terminated earlier by written mutual agreement and consent of TPCG, HDHC and HGA, or by thirty (30) days written notice by any party

to the other. The obligations of HDDC, HGA and Contractor under this Section V. INDEMNIFICATION of this Agreement shall remain in effect after termination.

- 6.2 Notwithstanding anything herein to the contrary, upon termination of this Agreement TPCG shall have the option to either require HDDC and HGA to remove the Bandstand from the courthouse square or TPCG's premises at HDDC's expense or to retain the Bandstand at whatever stage of completion it is in at the time of termination of this Agreement.

VII. COMPLIANCE WITH LAWS

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

VIII. CHOICE OF LAW

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

IX. NON-APPROPRIATION

- 9.1 Notwithstanding any provisions herein, in the event sufficient funds are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this Agreement may be terminated by TPCG giving notice to the HDDC and HGA of such facts and the Parish's intention to terminate its obligation.

X. ASSIGNABILITY

- 10.1 The parties shall not at any time assign this Agreement or part hereof, or any right or privilege granted hereby, without prior written consent of the other, which shall not be arbitrarily withheld. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

XI. LEGAL CONSTRUCTION

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

XII. AMENDMENT

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

XIII. NO WAIVER

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

XIV. NOTICES

- 14.1 All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by 1) hand delivery; (2) first-class registered or certified mail with postage prepaid; (3) or overnight receipt courier service to the addresses of the parties first appearing above. The addresses may be changed by appropriate notice to the other party.

XV. FINANCIAL DISCLOSURE AND AUDIT

- 15.1 All parties acknowledge that this Agreement involves a governmental entity. Therefore, each recipient may be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.
- 15.2 All parties acknowledge that this Agreement involves a governmental entity. It is hereby acknowledged that the Louisiana law provides that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts which relate to this Agreement, upon request. Records shall be made available during normal working hours for this purpose.

XVI. ENTIRE AGREEMENT

- 16.1 This Agreement, including its attachments and its preambles, and any applicable state and federal laws pertinent hereto, comprises the complete and exclusive statement of the Agreement of the Parties concerning the subject matter hereof, and supersedes all previous statements, representations, and agreements concerning the subject matter hereof.

XVII. COUNTERPARTS

- 17.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

XVIII. SIGNATURES

- 18.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

THUS DONE AND SIGNED on this _____ day of _____ 2021, before me, Notary Public, and in the presence of the undersigned competent witnesses in the City of Houma, Parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Print Name: _____

BY: MIKE TOUPS, Parish Manager

Print Name: _____

**VINCENT DAGATE, JR. (#01319)
NOTARY PUBLIC**

18.2 HOUMA DOWNTOWN DEVELOPMENT CORPORATION:

THUS DONE AND SIGNED on this _____ day of _____ 2021, before me, Notary Public, and in the presence of the undersigned competent witnesses in the City of Houma, Parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES: HOUMA DOWNTOWN DEVELOPMENT CORPORATION

Print Name: _____ BY: LEO LEDET, President

Print Name: _____

NOTARY PUBLIC
Print Name: _____
License No. _____

18.3 HACHE GRANT ASSOCIATION, INC.:

THUS DONE AND SIGNED on this _____ day of _____ 2021, before me, Notary Public, and in the presence of the undersigned competent witnesses in the City of Houma, Parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES: HACHE GRANT ASSOCIATION, INC.

Print Name: _____ BY: NOAH LIRETTE, President

Print Name: _____

NOTARY PUBLIC
Print Name: _____
License No. _____