
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

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

April 11, 2022
5:35 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 either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

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

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. Discussion and possible action relative to Terrebonne Parish recreation programs including summer camps at the West Houma Gym and Mechanicville Gym.
2. Discussion and possible action regarding the concession stand at the West Houma Gym.
3. **RESOLUTION:** Promoting and supporting the goals and ideals of the Fair Housing Act and declaring April 2022 as Fair Housing Month.
4. **RESOLUTION:** Support Cortec, LLC in its participation in the Industrial Tax Exemption Program and the

acceptance of the inadvertently late file Annual Certifications of Compliance without the imposition of penalties.

5. **RESOLUTION:** Introduce an ordinance to create a "No Parking Zone" along the south side of Main Street/LA Hwy 24 from the intersection of Adoue Street to Wolff Parkway and to provide for the installation of said signs and call a public hearing on Wednesday, April 27, 2022 at 6:30 p.m.
6. **RESOLUTION:** Introduce an ordinance to authorize the lease of property at 8033 Main Street (Corner of Main and Gabasse Streets) Houma, LA, 70360, Parcel #18796, from property owner(s); authorize the Parish President to execute any and all documents necessary to lease this property, and to provide for other matters relative thereto and calling for a public hearing on said matter on Wednesday, April 27, 2022 at 6:30 p.m.
7. Adjourn

Category Number:
Item Number:



Monday, April 11, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, April 11, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, April 11, 2022

Item Title:

Recreation Programs / Summer Camps

Item Summary:

Discussion and possible action relative to Terrebonne Parish recreation programs including summer camps at the West Houma Gym and Mechanicville Gym.

ATTACHMENTS:

Description

Executive Summary

Upload Date

4/4/2022

Type

Executive Summary

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Recreation Programs / Summer Camps

PROJECT SUMMARY (200 WORDS OR LESS)

Discussion and possible action relative to Terrebonne Parish recreation programs including summer camps at the West Houma Gym and Mechanicville Gym.

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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John Navy

03/24/2022

Signature

Date



Monday, April 11, 2022

Item Title:

Concession Stand - West Houma Gym

Item Summary:

Discussion and possible action regarding the concession stand at the West Houma Gym.

ATTACHMENTS:

Description

Executive Summary

Upload Date

3/30/2022

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE |
|---------------------------------|
| West Houma Gym Concession Stand |

| PROJECT SUMMARY (200 WORDS OR LESS) |
|--|
| Discussion and possible action regarding the concession stand at the West Houma Gym. |

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

| TOTAL EXPENDITURE | |
|--|-------------------------|
| N/A | |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE) | |
| <u>ACTUAL</u> | 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 |

John Navy

Signature

03/28/2022

Date

Category Number:
Item Number: 3.



Monday, April 11, 2022

Item Title:

Fair Housing Month

Item Summary:

RESOLUTION: Promoting and supporting the goals and ideals of the Fair Housing Act and declaring April 2022 as Fair Housing Month.

ATTACHMENTS:

Description

Ex Summary

Resolution

Upload Date

3/16/2022

3/16/2022

Type

Executive Summary

Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| |
|--|
| |
| Fair Housing Month |
| PROJECT SUMMARY (200 WORDS OR LESS) |
| A resolution promoting and supporting the goals and ideals of the Fair Housing Act and declaring April 2022 as Fair Housing Month. |
| |

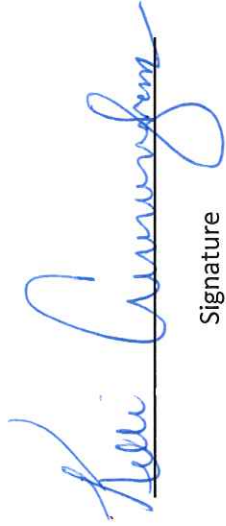
PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To declare April 2022 as Fair Housing Month in Terrebonne Parish.

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

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

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Signature



Date

Resolution

A resolution promoting and supporting the goals and ideals of the Fair Housing Act and declaring April 2022 as Fair Housing Month.

WHEREAS April 11, 2022, marks the 54th anniversary of the enactment of the Civil Rights Act of 1968, Title VIII, which is commonly known as the Fair Housing Act; and

WHEREAS the original Fair Housing Act, prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin; and

WHEREAS the Fair Housing Amendments Act of 1988 includes protection on the basis of familial status and disability, created an important enforcement mechanism, and expanded the definition of “discriminatory housing practices” to include interference and intimidation; and

WHEREAS Terrebonne Parish Consolidated Government is committed to implementing housing programs that ensure equal opportunity for all persons regardless of race, color, religion, national origin, sex, disability or familial status; and

NOW, THEREFORE BE IT RESOLVED that within the available resources of the Terrebonne Parish Consolidated Government’s Department of Housing and Human Services, all persons who feel that they have been discriminated against in any housing or real estate purchase, conveyance or transaction because of race, color, religion, national origin, sex, disability or familial status, will be assisted to seek equity under federal and state laws by filing a complaint with the Louisiana Fair Housing Action Center and the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby declare April 2022 as Fair Housing Month in Terrebonne Parish.



Monday, April 11, 2022

Item Title:

Support Cortec's ITE - Industrial Tax Exemption

Item Summary:

RESOLUTION: Support Cortec, LLC in its participation in the Industrial Tax Exemption Program and the acceptance of the inadvertently late file Annual Certifications of Compliance without the imposition of penalties.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Executive Summary | 4/5/2022 | Cover Memo |
| Resolution | 4/5/2022 | Resolution |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE |
|--|
| Cortec, LLC Industrial Tax Exemption Program |

| PROJECT SUMMARY (200 WORDS OR LESS) |
|--|
| Support Cortec, LLC in its participation in the Industrial Tax Exemption Program and the acceptance of the inadvertently late filed Annual Certifications of Compliance without the imposition of penalties. |

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

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

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

Darrin W. Guidry, Sr.

Signature

04/05/2022

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. 22-XXX

A RESOLUTION TO SUPPORT CORTEC, LLC, IN ITS PARTICIPATION IN THE INDUSTRIAL TAX EXEMPTION PROGRAM AND THE ACCEPTANCE OF THE INADVERTENTLY LATE FILED ANNUAL CERTIFICATIONS OF COMPLIANCE WITHOUT THE IMPOSITION OF PENALTIES

WHEREAS, Cortec, LLC sought an Industrial Tax Exemption from the State of Louisiana through the Louisiana Board of Commerce and Industry for the retention of 103 jobs and creation of seven direct jobs to accompany a \$6,332,182.08 investment at its manufacturing establishment in Terrebonne Parish, and

WHEREAS, Cortec, LLC was granted contract #20180072-ITE and #20180072-A-ITE with approval of local governmental agencies, including the Terrebonne Parish Council with Resolution No. 18-372, in addition to the Board of Commerce and Industry and Governor Edwards as otherwise set forth through Executive Orders 16-26 and 16-73, and

WHEREAS, Cortec, LLC has successfully participated in the Industrial Tax Exemption Program for many years with different reporting requirements, and

WHEREAS, the new reporting requirements contributed to Cortec, LLC's failure to file the new Annual Certification of Compliance for project years 2019 and 2020, including subsequent documentation indicating the company exceeded its performance metrics by creating 18 jobs with a payroll exceeding \$800,000 annually as of 12/31/2021, and

WHEREAS, Cortec, LLC is in compliance with its objectives as determined by Louisiana Economic Development, benefitting the Terrebonne Parish economy and its employees,

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that Board of Commerce and Industry and Louisiana Economic Development honor Cortec, LLC's contract #20180072-ITE and #20180072-A-ITE, that the inadvertently late filed Annual Certifications of Compliance be accepted without the imposition of penalties, and that a copy of this resolution be sent to the Board of Commerce and Industry and Louisiana Economic Development.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman declared the resolution adopted on this the 11th day of April 2022.

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 Assembled Council in Regular Session on April 13, 2022, at which meeting a quorum was present.

SUZETTE THOMAS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, April 11, 2022

Item Title:

Proposed No Parking Zone along the south side of Main Street from Adoue Street to Wolff Parkway

Item Summary:

RESOLUTION: Introduce an ordinance to create a "No Parking Zone" along the south side of Main Street/LA Hwy 24 from the intersection of Adoue Street to Wolff Parkway and to provide for the installation of said signs and call a public hearing on Wednesday, April 27, 2022 at 6:30 p.m.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------------|
| Executive Summary | 3/17/2022 | Executive Summary |
| Resolution | 3/17/2022 | Resolution |
| Cover Memo | 3/17/2022 | Cover Memo |
| Proposed Ordinance | 3/17/2022 | Ordinance |
| Exhibit A | 3/17/2022 | Exhibit |



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Proposed No Parking Zone along the south side of Main Street from Adoue Street to Wolff Parkway

PROJECT SUMMARY (200 WORDS OR LESS)

Resolution introducing Ordinance to create a No Parking Zone along the south side of Main Street/LA Hwy 24 from the intersection of Adoue Street to Wolff Parkway and to provide for the installation of said signs.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

The project is intended to improve the safety and visibility at the intersection of Adoue, Boykin and Wolff by prohibiting trucks and other vehicles from parking along the side of the road at or near the intersection when making deliveries or parking.

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

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Chris Pulaski

Signature

3/17/22

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION GIVING NOTICE OF INTENT TO ADOPT AN ORDINANCE TO CREATE A NO PARKING ZONE ALONG THE SOUTH SIDE OF MAIN STREET/LA HWY 24 STARTING AT THE INTERSECTION OF ADOUE STREET TO WOLFF PARKWAY, AND TO PROVIDE FOR THE INSTALLATION OF SAID SIGNS, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS this proposed No Parking Zone is intended to improve the safety and visibility at the intersection of Adoue Street, Boykin Street and Wolff Parkway by prohibiting trucks and other vehicles from parking along the side of the road as well as at or near the intersection when making deliveries or parking;

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 create a No Parking Zone along the south side of Main Street/LA Hwy 24 from the intersection of Adoue Street to Wolff Parkway 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, April 27, 2022 at 6:30 p.m.



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 17, 2022

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

Councilman Carl Harding, District 2, contacted me regarding an ordinance to create a No Parking Zone along the south side of Main Street/LA Hwy 24 from the intersection of Adoue Street to the intersection of Wolff Parkway. Councilman Harding had been contacted by a number of constituents who are having difficulty seeing around cars and trucks that are stacking along the roadside.

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:

ORDINANCE NO.

AN ORDINANCE AMENDING THE PARISH CODE OF TERREBONNE PARISH, CHAPTER 18. MOTOR VEHICLES AND TRAFFIC, ARTICLE V. STOPPING, STANDING AND PARKING, DIVISION 2. PARISH, SECTION 18-223. NO PARKING ZONES, TO ESTABLISH A NO PARKING ZONE ALONG THE SOUTH SIDE OF MAIN STREET/LA HWY 24 FROM THE INTERSECTION OF ADOUE STREET TO THE INTERSECTION OF WOLFF PARKWAY, AND TO PROVIDE FOR THE INSTALLATION OF SAID SIGNS, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, to amend the Parish Code of Terrebonne Parish, Chapter 18, Article V, Division 2, Section 18-223 to create a No Parking Zone along the south side of Main Street/LA Hwy 24 from the intersection of Adoue Street to the intersection of Wolff Parkway and to provide for the installation of said signs.

SECTION II

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

SECTION III

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

SECTION IV

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

Exhibit A

Sec. 18-223. - No-parking zones.

(a) *Generally.* The following shall be "no-parking" zones:

Main Street/LA Hwy 24, at 7839 and 7913

Main Street/LA Hwy 24, north side from intersection of Boykin Street to intersection of Hackberry Avenue

Main Street/LA Hwy 24, south side from intersection of Adoue Street to intersection of Wolff Parkway

Marcel Lane, left side of the entire length



Monday, April 11, 2022

Item Title:

Resolution to Introduce an Ordinance to Authorize Lease of Property at 8033 Main Street (Corner of Main & Gabasse Streets)

Item Summary:

RESOLUTION: Introduce an ordinance to authorize the lease of property at 8033 Main Street (Corner of Main and Gabasse Streets) Houma, LA, 70360, Parcel #18796, from property owner(s); authorize the Parish President to execute any and all documents necessary to lease this property, and to provide for other matters relative thereto and calling for a public hearing on said matter on Wednesday, April 27, 2022 at 6:30 p.m.

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------------|
| Executive Summary | 4/6/2022 | Executive Summary |
| Cover Memo | 4/6/2022 | Cover Memo |
| Resolution | 4/6/2022 | Resolution |
| Proposed Ordinance | 4/6/2022 | Ordinance |
| Attachment A | 4/6/2022 | Backup Material |



EXECUTIVE SUMMARY
(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE |
|--|
| Introduce an Ordinance to Authorize Lease of Property at 8033 Main Street (Corner of Main & Gabasse Streets) |

| PROJECT SUMMARY (200 WORDS OR LESS) |
|---|
| TPCG seeks to lease the property to use separately or in conjunction with the Houma Downtown Development Corporation and/or other organizations in connection with events that intend to promote downtown economic development and/or quality of life in Terrebonne Parish for its citizens and visitors. The lease terms are \$1,200 per month for a period of one year with an option to renew annually. Lease fees are t be paid thru the HDDC budget. |

| PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS) |
|--|
| In addition to provide additional public parking in and around the Government Tower and City Court, the parking lot is often used for public events and fundraisers which serve to improve the quality of life in Terrebonne Parish. |

| TOTAL EXPENDITURE | | | | |
|--|----|------------|-------------------------|---------|
| \$1,200/mo | | | | |
| AMOUNT SHOWN ABOVE IS: (CIRCLE ONE) | | | | |
| <u>ACTUAL</u> | | | ESTIMATED | |
| IS PROJECTALREADY BUDGETED: (CIRCLE ONE) | | | | |
| N/A | NO | <u>YES</u> | IF YES AMOUNT BUDGETED: | \$1,200 |

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

Chris Pulaski
Christopher Pulaski, PLA
Planning & Zoning Director

4/6/22
Date

April 6, 2022

MEMO TO: Gordon Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for CD&P Agenda Item April 11, 2022
Parking Lot Lease, 8033 Main Street (Corner of Main & Gabasse)

Attached is a resolution and ordinance authorizing the Parish President to execute any and all documents relative to a lease of the parking lot at 8033 Main Street (Corner of Main & Gabasse). TPCG in partnership with the HDDC seeks to lease the property from Briarpatch, Inc. to be used for events and other activities to promote the economic development and improve the quality of life for our citizens and visitors in the downtown area. The lease was prepared by Vince Dagate Jr.

If everything meets with your approval, it is respectfully requested that you place the resolution on the April 11, 2022 Council CD&P Committee agenda for consideration. If you have any questions, please advise.

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A RESOLUTION INTRODUCING AN ORDINANCE TO AUTHORIZE THE LEASE OF PROPERTY AT 8033 MAIN STREET (CORNER OF MAIN AND GABASSE STREETS), HOUMA, LA 70360, PARCEL #18796, FROM PROPERTY OWNER; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO LEASE THIS PROPERTY, AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, Section 2-11 (11) of the Terrebonne Parish Charter requires an ordinance to lease any land or property for a public purpose on behalf of the Parish Government; and

WHEREAS, Briarpatch, Incorporated is the owner of the immovable property with a municipal address of 8033 Main Street, Houma, Louisiana 70360, located at the corner of Main Street and Gabasse Street, and has offered to lease that immovable property to TPCG for a monthly rental of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars per month for a term of one year, beginning on March 1, 2022, and ending on February 28, 2023, with an annual option to renew, subject to the terms and conditions in the proposed Lease attached hereto; and

WHEREAS, TPCG desires to lease the aforescribed property to use separately or in conjunction with the Houma Downtown Development Corporation and/or other organizations in connection with events that intend to promote downtown development and/or quality of life in Terrebonne Parish;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, in due and regular and legal sessions convened, that the Parish President is authorized to enter into a lease from Briarpatch, Incorporated of the immovable property with a municipal address of 8033 Main Street, Houma, Louisiana 70360, located at the corner of Main Street and Gabasse Street, with terms and conditions materially consistent with the Lease agreement attached to this ordinance;

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, April 27, 2022, at 6:30 p.m.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the _____ day of _____, 2022.

* * * * *

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 Community Development and Planning Committee on _____, 2022 and subsequently ratified by the Assembled Council in Regular Session on _____, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

OFFERED BY: _____
SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ACQUIRE BY ENTERING INTO, ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), A LEASE FROM BRIARPATCH, INCORPORATED OF THE IMMOVABLE PROPERTY WITH A MUNICIPAL ADDRESS OF 8033 MAIN STREET, HOUMA, LOUISIANA 70360, LOCATED AT THE CORNER OF MAIN STREET AND GABASSE STREET AND TO PROVIDE FOR RELATED MATTERS.

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

WHEREAS, TPCG is authorized to acquire real property for a public purpose by ordinance, per Terrebonne Parish Charter Section 2-11; and

WHEREAS, Briarpatch, Incorporated is the owner of the immovable property with a municipal address of 8033 Main Street, Houma, Louisiana 70360, located at the corner of Main Street and Gabasse Street, and has offered to lease that immovable property to TPCG for a monthly rental of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars per month for a term of one year, beginning on March 1, 2022, and ending on February 28, 2023, with an annual option to renew, subject to the terms and conditions in the proposed Lease attached hereto; and

WHEREAS, TPCG desires to lease the aforescribed property to use separately or in conjunction with the Houma Downtown Development Corporation and/or other organizations in connection with events that intend to promote downtown development and/or quality of life in Terrebonne Parish; and

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, in due and regular and legal sessions convened, that the Parish President is authorized to enter into a lease from Briarpatch, Incorporated of the immovable property with a municipal address of 8033 Main Street, Houma, Louisiana 70360, located at the corner of Main Street and Gabasse Street, with terms and conditions materially consistent with the Lease agreement attached to this ordinance.

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 _____, 2022.

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, 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 _____, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2022.

SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

LEASE

**STATE OF LOUISIANA
PARISH OF TERREBONNE**

BE IT KNOWN AND REMEMBERED that on this ____ day of _____, in the year of Our Lord, Two Thousand Twenty-Two (2022);

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in the Parish of Terrebonne, State of Louisiana, and in the presence of the undersigned competent and attesting witnesses,

PERSONALLY CAME AND APPEARED:

BRIARPATCH, INCORPORATED, a Louisiana corporation domiciled in the Parish of Terrebonne, State of Louisiana, whose current mailing address is 7849 Park Ave., Houma, La 70364, herein represented by Carmen E. Waitz, its duly authorized representative;

hereinafter referred to as “Lessor”, and

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, Tax Identification No. XX-XXX1390, a political subdivision of the State of Louisiana, whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361, appearing herein through its Parish Manager, Mike Touns, by virtue of Terrebonne Parish Ordinance No. _____, attached hereto and made a part hereof;

hereinafter referred to as “Lessee”, who declared that they have and do by these presents enter into the contract of lease under the following terms and conditions:

I.

Lessor leases to Lessee who leases from Lessor, for the consideration and under the terms and conditions hereinafter set forth, the following described property, to-wit: 8033 Main Street, Houma, La. 70360, located at the corner of Main Street and Gabasse Street (hereinafter referred to as “Leased Premises”).

II.

The lease will commence on March 1, 2022, and will be made and entered into for a primary term of One (1) year, with an option to renew annually thereafter, and ending on the 28th day of February, 2023. Such option shall be exercised annually unless the Lessee or Lessor notifies either party in writing ninety (90) days prior to the expiration of the lease. This lease is made for and in consideration of the covenants hereinafter contained and a monthly rental of ONE THOUSAND TWO HUNDRED AND NO/100

(\$1,200.00) DOLLARS per month, payable to Briarpatch, Inc., 7849 Park Ave., Houma, La. 70364.

III.

Lessee has the option, at any time during the term of this lease, to assign this lease to anyone. However, such assignment shall require the consent of the Lessor and such consent shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Lessor hereby consents to Lessee allowing Houma Downtown Development Corporation, separately or in conjunction with TPCG and/or other organizations, and other organizations to use the Leased Premises in connection with events that intend to promote downtown development and/or quality of life in Terrebonne Parish. In the event of a sublease or use as stated above, Lessee will remain responsible for the provisions, terms and conditions of this Lease to Lessor, unless otherwise agreed upon in writing.

IV.

All real estate taxes, during the term of this lease, shall be paid by the Lessor.

V.

Lessor will be responsible for all normal wear repairs during the term of this lease. Lessee shall be responsible for any repairs caused by Lessee's usage. Lessee shall be responsible for the cleanup of the entire premises and agrees to keep it free of debris and trash.

VI.

To the extent permitted by law, Lessee will indemnify, protect and save harmless Lessor from any loss, cost, damage or expense, including defense and attorney fees related thereto, caused by injuries or death to person(s) or property while in or on said Leased Premises in any way connected with the occupancy or use thereof by Lessee, its agents, servants, employees and those for whom it is responsible, and the Lessor shall not be liable for any loss of any property of Lessee from said Leased Premises or for any damage to any property of Lessee, Lessee's guests, invitees, patrons, customers or employees, however occurring.

VII.

The happening of any of one or more of the following listed event (hereinafter referred to singularly as "events of default" and plurally as "events of default") shall constitute a breach of this lease on the part of Lessee, namely:

- a. The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt or for any arrangement under the Bankruptcy Act, or the adjudication in bankruptcy of Lessee under any bankruptcy law or act.
- b. The failure of Lessee to pay any rents payable under this lease agreement on or before maturity of same and the continued failure to pay the same for fifteen (15) days or more after written notice of such default.
- c. The failure of Lessee to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any term or provision hereof and the continuance of such default for a period of fifteen (15) days after written notice, without proper steps having been taken to remedy the same diligently continues to correct such failures until corrected to the reasonable satisfaction of Lessor.

Upon the happening of any event of default, Lessor shall have the right at the option of Lessor to exercise any of the following remedies in addition to appropriate remedies which may otherwise be provided by law as follows:

A. There shall, at the election of the Lessor, become forthwith due, payable and exigible so much of the whole rent for the whole term of this lease as shall have been ascertained to be payable in definite and fixed amounts but which shall not have matured, at the time such election is exercised, and the Lessor may proceed by attachment, suit or otherwise, to collect the rents so becoming due, payable, and exigible in the same manner as though the terms of this lease such as rents were payable in advance, and the Lessor may thereafter from time to time proceed, by attachment, suit or otherwise, to collect any of the rents thereafter from time to time becoming due and payable under any of the provisions of this lease which Lessee shall fail to pay at maturity and thereafter becoming due and payable as aforesaid; and the covenant Lessee is to pay the same, being severable at the option of Lessor from which are accelerable and exigible under the foregoing terms of this paragraph and from the covenant of Lessee to pay such rents.

B. To the extent allowed by law, Lessor shall have the right, at its election, to annul this lease and immediately to re-enter upon and take possession of said premises in accordance with law; and such re-entry shall not bar recovery of rent then accrued or

damages for breach of covenant, nor shall the receipt of rent after condition broken be deemed a waiver of forfeiture.

C. If the Leased Premises shall be deserted or abandoned during the term, or if Lessee shall be evicted from said premises by summary proceedings, or otherwise, or upon the happening of any event of default, Lessor, may, at their election, to the extent allowed by law and in accordance with all applicable law, re-enter the same by force or otherwise, without being liable for prosecution therefore, and may re-let said premises at any time as agent of Lessee, applying any monies collected, first, to cost, fees and expenses of collecting, then, to the expenses of obtaining possession and redecorating and/or altering the premises, then, to the payment of the rent and all other sums owing and to become owing Lessor, and paying any surplus thereof to the Lessee, and such re-entry and re-letting shall not discharge Lessee from liability for rent nor from any other covenant of this lease by it to be kept and performed.

In the event of default on the part of Lessee and the employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of such property, for service incident to the breach of any other condition of this lease by Lessee, or legal process being issued against the furniture and effects of Lessee located on the Leased Premises, or the leasehold interest of Lessee, Lessee agrees to pay and shall be taxed with a reasonable attorney's fee for Lessor's attorney, which fee shall be a part of the debt evidenced and secured by the lease.

This provision "C" as set forth above shall not preclude Lessee from vacating the premises provided, however, the Lessee shall not be released from all other terms and conditions as set forth herein unless otherwise agreed upon in writing between Lessor and Lessee.

The failure of Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt of Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Lessor of any provisions hereof

shall be deemed to have been made unless expressed in writing and signed by Lessor or Lessor's agent.

VIII.

To the extent permitted by law, Lessee shall be responsible for maintaining for the term of this lease, or any renewal thereof, liability insurance protecting the Lessor from any and all such occurrences in the amount of at least ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, without regard to deductibles, self-insurance, and retained limits. If Lessor shall learn at any time that Lessee has failed to pay the insurance premium, Lessor may at his option, pay the renewal insurance premium to maintain said insurance in full force and effect and make demand upon Lessee for the said amount in addition to the monthly lease rental payment. Lessor shall be a "named insured" on this policy and Lessor shall be provided a copy of the Certificate of Insurance showing same thereon.

IX.

Lessor hereby warrants and agrees to defend the title to the Leased Premises. Lessor further agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said Leased Premises in whole or in part if not paid by Lessor when due, and in the event Lessee does so, it shall be subrogated to the rights under such lien, mortgage or privilege, with the right to enforce same by applying such against rentals accruing hereunder.

X.

Proration of rental payments shall be effective as of the date of this Lease.

XI.

This lease, its terms and provisions, are binding upon all the parties, their heirs, assigns and successors.

XII.

Any notice required or permitted to be given hereunder shall be in writing and sent and addressed to:

LESSOR: Briarpatch, Inc.
7849 Park Ave.
Houma, Louisiana 70364

LESSEE: Terrebonne Parish Consolidated Government
Attention: Parish President, Gordon E. Dove, or his successor
Attention: Chief Financial Officer, Kandace Mauldin, or her successor
Post Office Box 2768
Houma, LA 70361

The above addresses shall remain in full force and effect until the other party is notified to the contrary in writing.

THUS DONE AND PASSED in the City of Houma, Parish of Terrebonne, State of Louisiana, in the presence of the undersigned competent witnesses, and with me, Notary, who have signed these presents on the day and date hereinabove mentioned, after a due reading of the whole.

WITNESSES:

LESSOR:
BRIARPATCH, INC.

Print Name: _____

BY: **CARMEN E. WAITZ**
Title: _____

Print Name: _____

NOTARY PUBLIC
Print Name: _____
License No. _____

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WITNESSES:

LESSEE:
TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

Print Name: _____

BY: MIKE C. TOUPS, Parish Manager

Print Name: _____

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