	PARISH OF TERREBONNE	
Darrin W. Guidry, Sr. CHAIRMAN Daniel Babin VICE-CHAIRMAN DISTRICT 1 John Navy	HOLME PERISH	Suzette Thomas, COUNCIL CLERK DISTRICT 5 Jessica Domangue DISTRICT 6 Darrin Guidry
DISTRICT 2	Terrebonne Parish School Board Office	DISTRICT 7
Carl Harding	201 Stadium Drive	Daniel Babin
DISTRICT 3	Houma, LA 70360	DISTRICT 8
Gerald Michel	AGENDA	
DISTRICT 4	Wednesday, January 12, 2022	Dirk Guidry
John Amedee	6:00 PM	DISTRICT9
	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	Steve Trosclair

PARISH COUNCIL

assistance that is necessary.

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

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

#### **CALL MEETING TO ORDER**

**INVOCATION** 

PLEDGE OF ALLEGIANCE

**ROLL CALL** 

**ELECTION OF THE 2022 COUNCIL CHAIR ELECTION OF THE 2022 COUNCIL VICE-CHAIR** APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON

#### **DECEMBER 1, 2021.**

# DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON DECEMBER 15, 2021.

## APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 12/20/2021, 12/27/2021, 1/3/2022, & 1/10/2022

#### APPROVE MANUAL CHECK LISTING FOR NOVEMBER 2021

#### 1. GENERAL BUSINESS:

- A. Discussion relative to 2021 Property Taxes and property tax billing.
- B. Discussion relative to Ordinance No. 6959 Litter Signs, Notices and Structures
- C. Discussion relative to the enforcement of Ordinance No. 6959 Litter Signs, Notices and Structures
- **D. RESOLUTION:** Approving the holding of an election in Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana, on Saturday, April 30, 2022, to authorize the continuation of a special tax therein.
- **E.** Introduce an ordinance authorizing the issuance of not exceeding \$50,000,000 Taxable Hurricane Recovery Revenue Bonds, in one or more series, of the Parish of Terrebonne, State of Louisiana; and call a public hearing on January 26, 2022 at 6:30 p.m.

#### 2. STAFF REPORTS:

**A.** Pursuant to Section 2-73 and 2-98 of the Parish Code, Parish President Gordon E. Dove recommends and requests the acceptance of his recommendation to appoint: Julius P. Hebert as Parish Attorney and the following as Assistant Parish Attorneys: Courtney Alcock, Derick Bercegeay, Vincent Dagate, Chris Erny, Kentley Fairchild, Craig Landry, John Lauden, Tanner Magee, Brian Marceaux, Michelle Neil, Brianna Wilson Orgeron, Gary Williams, and Patrick Yancy. (Must be held over two weeks)

#### 3. PUBLIC WISHING TO ADDRESS THE COUNCIL:

- A. Mr. Floyd Bergeron wishes to address the Council relative to Fireworks and Parish Government.
- **B.** As per speaker cards.

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

- A. An ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to change the name of Gray Recreation Park to Randolph Park.
   1. Consider the adoption of the ordinance.
- **B.** An ordinance to amend the Houma-Terrebonne Civic Center's standard rental agreement to update by increasing the security fees rate effective as of January 12, 2022 from \$30.00 per hour to \$45.00 per hour for off duty detail rates with a four-hour minimum per officer and to update the provisions of the agreement in general.

1. Consider the adoption of the ordinance.

#### 4. COMMITTEE REPORTS:

- **A.** Budget and Finance Committee, 01/10/2022
- **B.** Public Services Committee, 01/10/2022
- C. Policy, Procedure, and Legal Committee, 01/10/2022\* (\*Ratification of minutes calls public hearings on Wednesday, January 26, 2022 at 6:30 p.m.)

#### 5. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

**A.** Coteau Fire Protection District Board: Three (3) expired terms on 01-01-22. Mr. Robert Parr expresses his interest in being reappointed. Ms. Patricia Prestenbach expresses her interest in being reappointed.

- **B.** Schriever Fire Protection District Board: One expired term on 01-01-22. Ms. Janette Schexnayder expresses her interest in being appointed.
- **C.** Fire Protection District No. 5 Board: One expired term on 01-01-22. Mr. Kurt Charpentier expresses his interest in being reappointed.
- **D.** Fire Protection District No. 6 Board: One expired term on 01-01-22. Mr. Kevin P. Belanger expresses his interest in being reappointed.
- **E.** Fire Protection District No. 7 Board: Three (3) expired terms on 01-01-22. Mr. Marty Dupre expresses his interest in being reappointed. Mr. Bruce Wolf expresses his interest in being reappointed. Mr. Thomas Horn submits application for consideration.
- **F. Fire District No. 8 Board:** Three (3) expired terms on 01-01-22. Mr. Michael Anthony expresses his interest in being reappointed. Mr. Johnny L. Marks expresses his interest in being reappointed.
- **G.** Fire Protection District No. 10 Board: Two expired terms on 01-01-22 and one expired term. Ms. Regina Pierron expresses her interest in being reappointed.
- **H.** Houma Terrebonne Regional Planning Commission: One expired term. Mr. Travion Smith submits application and resume for consideration. Mr. Wayne Bunch submits application and resume for consideration.
- I. Hospital Service District No. 1 Board: One vacancy due to a resignation. Rev. Robert D. Ross submits application and resume for consideration.
- **J.** Recreation District No. 2,3: One unexpired term due to a resignation. Mr. Bill Juneau submits application and resume for consideration.

#### 6. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

Veteran's Memorial District: Two (2) unexpired term due to resignations (One representing the Parish A. President South of the Intracoastal and one representing American Legion Post 380) and one (1) expired term (Representing the Vietnam Veterans of America). Recreation District No. 3A: One (1) expired term and one (1) unexpired term due to a resignation. Recreation District No. 6: One (1) expired term. Recreation District No. 7: One (1) expired term. Bayou Blue Fire Protection District: One (1) expired term. **Bayou Cane Fire:** One (1) expired terms on 01-01-22. Coteau Fire Protection District Board: One (1) expired terms on 01-01-22 and one (1) unexpired term due to a resignation. Fire District No. 8: One (1) expired term on 01-01-22. Fire District No. 10: One (1) expired term on 01-01-22. Terrebonne Parish Tree Board: One (1) vacancy due to a resignation. Children and Youth Services Board: One(1) expired term (representing City Court). **TEDA:** One (1) expired term (representing Terrebonne Parish Council). Coastal Zone Management and Restoration: One (1) expired term (Representing the Public). Houma Housing Authority: One (1) expired term on 01-01-22. Houma Board of Zoning Adjustments: One vacancy due to a resignation. (The vacant position is for an Alternate Member)

#### 7. ANNOUNCEMENTS:

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

#### 8. MONTHLY ENGINEERING REPORTS:

- A. T. Baker Smith
- **B.** GIS Engineering, LLC.
- 9. ADJOURN



Wednesday, January 12, 2022

Item Title: INVOCATION

**Item Summary:** INVOCATION



Wednesday, January 12, 2022

**Item Title:** PLEDGE OF ALLEGIANCE

**Item Summary:** PLEDGE OF ALLEGIANCE



Wednesday, January 12, 2022

#### Item Title: ELECTION OF 2022 COUNCIL CHAIR

**Item Summary:** ELECTION OF THE 2022 COUNCIL CHAIR



Wednesday, January 12, 2022

#### Item Title: ELECTION OF 2022 COUNCIL VICE-CHAIR

## Item Summary:

ELECTION OF THE 2022 COUNCIL VICE-CHAIR



Wednesday, January 12, 2022

Item Title: Approve Minutes of Regular Council Session held on December 1, 2021

Item Summary: APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON DECEMBER 1, 2021.



Wednesday, January 12, 2022

**Item Title:** Distribute Minutes of the Regular Council Session Held on December 15, 2021

Item Summary: DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON DECEMBER 15, 2021.



Wednesday, January 12, 2022

#### Item Title:

Approve Accounts Payable Bill Lists for 12/20/2021, 12/27/2021, 1/3/2022 & 1/10/2022

#### Item Summary: APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 12/20/2021, 12/27/2021, 1/3/2022, & 1/10/2022

#### **ATTACHMENTS:**

#### Description

**Upload Date** 

Туре

Accounts Payable Bill Lists for 12/20/2021, 12/27/2021, 1/3/2022 & 1/10/2022

1/5/2022

Executive Summary



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE** 

ACCOUNTS PAYABLE BILL LISTS FOR 12/20/2021, 12/27/2021, 1/3/2022 & 1/10/2022

### PROJECT SUMMARY (200 WORDS OR LESS)

TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

### PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)

OPERATION OF GOVERNMENT

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

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

s/Kandace M. Mauldin, CFO

January 5, 2022

Signature

Date



Wednesday, January 12, 2022

Item Title: Approve Manual Check Listing-November 2021

#### Item Summary: APPROVE MANUAL CHECK LISTING FOR NOVEMBER 2021

ATTACHMENTS:

**Description** Manual Check Listing-November 2021 **Upload Date** 1/5/2022

**Type** Executive Summary



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE** 

MANUAL CHECK LISTING- NOVEMBER 2021

#### **PROJECT SUMMARY** (200 WORDS OR LESS)

TO PROVIDE THE COUNCIL A LIST OF THE MANUAL CHECK PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES.

## PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

OPERATION OF GOVERNMENT

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

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

s/Kandace Mauldin, CFO

January 5, 2022

Signature

Date



Wednesday, January 12, 2022

#### Item Title: 2021 Property Taxes

#### Item Summary:

Discussion relative to 2021 Property Taxes and property tax billing.

## **ATTACHMENTS:** Description

Executive Summary

**Upload Date** 12/20/2021

**Type** Executive Summary



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE** 

2021 Property Taxes

## PROJECT SUMMARY (200 WORDS OR LESS)

Discussion relative to 2021 Property Taxes and property tax billing.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

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

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

Jessíca Domangue

12/20/2021

Signature

Date



Wednesday, January 12, 2022

#### Item Title:

Ordinance No. 6959 - Roadside Litter Signs

#### Item Summary:

Discussion relative to Ordinance No. 6959 - Litter Signs, Notices and Structures

#### **ATTACHMENTS:**

**Description** Executive Summary Backup Ordinance No. 6959 **Upload Date** 1/3/2022 1/3/2022 **Type** Cover Memo Cover Memo



**EXECUTIVE SUMMARY** 

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE** 

Roadside Litter Signs

### PROJECT SUMMARY (200 WORDS OR LESS)

Discussion relative to Ordinance No. 6959 – Litter Signs, Notices and Structures

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

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

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

Jessíca Domangue

01/03/2022

Signature

Date

OFFERED BY:Ms. K. Elfert.SECONDED BY:Ms. C. Duplantis.

#### **ORDINANCE NO. 6959**

AN ORDINANCE AMENDING CHAPTER 14 OF THE TERREBONNE PARISH CODE RELATIVE TO NUISANCE ABATEMENT TO DEFINE AS LITTER SIGNS, NOTICES AND STRUCTURES POSTED ON PARISH PROPERTY AND WITHIN PARISH RIGHTS-OF-WAY AND WHICH LITTER SHALL BE SUBJECT TO THE CIVIL PENALITIES FOUND IN THE NUISANCE ABATEMENT ORDINANCE AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, the Terrebonne Parish Code contains a comprehensive nuisance abatement ordinance which provides civil penalties for violations in Terrebonne Parish; and

WHEREAS, currently the Terrebonne Parish Code contains an ordinance prohibiting the placement of signs on parish property public rights-of-way without a clear mechanism for assessing penalties for the illegal placement of those signs on parish property and on rights-ofway; and

WHEREAS, in consideration of LARS 30:2544 and with the continued proliferation of unsightly and potentially hazardous signs on parish property and within parish rights-of-way the Parish Council desires to include these illegal signs within the definition of litter and therefore subject to the civil penalties found in the nuisance abatement ordinance; and

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Terrebonne Parish Code Section 6-50 (E), 14-26, and 14-46 be amended to read as follows:

#### SECTION I

Section 6-50. Unlawful outdoor advertising, Subsection (e) shall be amended to read as follows:

(e) Unlawful outdoor signs, notices, and structures which have been placed on property owned by Terrebonne Parish Consolidated Government and on public rights-ofway or servitudes constitute litter and are declared a nuisance. Such litter violations shall be abated in the manner provided in Chapter 14 of this Code.

#### SECTION II

Section 14-26 Relative to Nuisance Abatement definitions of litter and littering shall be amended to read as follows:

*Litter*. The term "litter" means "junk," "putrescible and non putrescible waste," "refuse," and "rubbish" as defined herein and all other waste materials which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare, including metals and wood materials. *Litter* shall also be defined to include signs, notices and structures including but not limited to political campaign signs posted, erected or displayed on any surface, pole or stanchion within public rights-of-way of all state and parish roads, highways and streets or on property owned by Terrebonne Parish Consolidated Government.

*Littering.* The term "littering" means the casting, depositing, dropping, scattering, sweeping or leaving, or causing of any such acts, of any waste matter of any kind, on any private or public water or land premises, in other than appropriate storage containers and properly maintained composting containers. *Littering* shall also be defined to include the posting, erecting or displaying of signs, notices and structures including but not limited to political campaign signs or on property owned by Terrebonne Parish Consolidated Government or within public rights-of-way of all state and parish roads, highways and streets.

#### SECTION III

Section 14-46. Littering prohibited Subsection (b) shall be amended to include the following paragraph (3)

(b)(3)

(i) The owner or benefiting party of any sign, notice or structure including but not limited to political campaign signs posted, erected or displayed on property owned by Terrebonne Parish Consolidated Government or within public rights-of-way shall be presumed to be the violator of this provision, however, should such owner or benefiting party produce proper evidence or testimony that he has a contract with or can produce receipt from a third party employed to post, erect or display such signs which contract of receipt contains an express provision forbidding installation on the property of Terrebonne Parish Consolidated Government or on public rights-of-way, then the prima facia presumption herein established shall shift to said third party.

All signs, notices or structures which constitute litter in accordance with this chapter shall be removed by parish officials and placed in storage.

(ii) In the case of a nuisance warning for a sign, notice or structure which constitutes litter in accordance with this chapter, the warning notice shall state that the sign, notice or structure may be retrieved from the department within thirty (30) days of the date of service of the nuisance warning. In the case of nuisance citations issued for any sign, notice or structure which constitutes litter in accordance with this chapter, the citation, in addition to assessing a penalty and any fees and costs as set out in Article X of this chapter, shall contain information advising the violator that he may retrieve the sign upon payment of the penalty or by ruling of the Nuisance Abatement Panel. In no case shall the department be obligated to store the litter beyond the thirty (30) days allowed for payment of penalties.

#### SECTION IV

This ordinance shall become effective upon approval by the Parish President.

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

#### THERE WAS RECORDED:

YEAS: A. Tillman, W. Thibodeaux, K. Elfert, T. Cavalier, C. Duplantis, H. Lapeyre and C. Voisin.

NAYS: None.

#### ABSTAINING/NOT VOTING: P. Lambert and P. Rhodes.

ABSENT: None.

The Acting Chairman declared the ordinance adopted on this, the 9<sup>th</sup> day of February, 2005.

I, PAUL A. LABAT, 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 February 9, 2005, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2005.

> PAUL A. LABAT, COUNCIL CLERK TERREBONNE PARISH COUNCIL



Wednesday, January 12, 2022

#### Item Title:

Enforcement of Ordinance No. 6959 Litter Signs, Notices and Structures

#### Item Summary:

Discussion relative to the enforcement of Ordinance No. 6959 - Litter Signs, Notices and Structures

#### **ATTACHMENTS:**

**Description** Executive Summary Backup Ordinance No. 6959 **Upload Date** 1/3/2022 1/3/2022 **Type** Cover Memo Cover Memo



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE** 

Enforcement of Ordinance No. 6959

## PROJECT SUMMARY (200 WORDS OR LESS)

Discussion relative to the Enforcement of Ordinance No. 6959 – Litter Signs, Notices and Structures

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

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

	COUN	ICIL D	ISTRIC	CT(S) II	МРАСТ	TED (CIR	RCLE ON	E)	
PARISHWIDE	1	2	3	4	5	6	7	8	9

Jessíca Domangue

01/03/2022

Signature

Date

OFFERED BY:Ms. K. Elfert.SECONDED BY:Ms. C. Duplantis.

#### **ORDINANCE NO. 6959**

AN ORDINANCE AMENDING CHAPTER 14 OF THE TERREBONNE PARISH CODE RELATIVE TO NUISANCE ABATEMENT TO DEFINE AS LITTER SIGNS, NOTICES AND STRUCTURES POSTED ON PARISH PROPERTY AND WITHIN PARISH RIGHTS-OF-WAY AND WHICH LITTER SHALL BE SUBJECT TO THE CIVIL PENALITIES FOUND IN THE NUISANCE ABATEMENT ORDINANCE AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, the Terrebonne Parish Code contains a comprehensive nuisance abatement ordinance which provides civil penalties for violations in Terrebonne Parish; and

WHEREAS, currently the Terrebonne Parish Code contains an ordinance prohibiting the placement of signs on parish property public rights-of-way without a clear mechanism for assessing penalties for the illegal placement of those signs on parish property and on rights-ofway; and

WHEREAS, in consideration of LARS 30:2544 and with the continued proliferation of unsightly and potentially hazardous signs on parish property and within parish rights-of-way the Parish Council desires to include these illegal signs within the definition of litter and therefore subject to the civil penalties found in the nuisance abatement ordinance; and

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Terrebonne Parish Code Section 6-50 (E), 14-26, and 14-46 be amended to read as follows:

#### SECTION I

Section 6-50. Unlawful outdoor advertising, Subsection (e) shall be amended to read as follows:

(e) Unlawful outdoor signs, notices, and structures which have been placed on property owned by Terrebonne Parish Consolidated Government and on public rights-ofway or servitudes constitute litter and are declared a nuisance. Such litter violations shall be abated in the manner provided in Chapter 14 of this Code.

#### SECTION II

Section 14-26 Relative to Nuisance Abatement definitions of litter and littering shall be amended to read as follows:

*Litter*. The term "litter" means "junk," "putrescible and non putrescible waste," "refuse," and "rubbish" as defined herein and all other waste materials which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety, and welfare, including metals and wood materials. *Litter* shall also be defined to include signs, notices and structures including but not limited to political campaign signs posted, erected or displayed on any surface, pole or stanchion within public rights-of-way of all state and parish roads, highways and streets or on property owned by Terrebonne Parish Consolidated Government.

*Littering.* The term "littering" means the casting, depositing, dropping, scattering, sweeping or leaving, or causing of any such acts, of any waste matter of any kind, on any private or public water or land premises, in other than appropriate storage containers and properly maintained composting containers. *Littering* shall also be defined to include the posting, erecting or displaying of signs, notices and structures including but not limited to political campaign signs or on property owned by Terrebonne Parish Consolidated Government or within public rights-of-way of all state and parish roads, highways and streets.

#### SECTION III

Section 14-46. Littering prohibited Subsection (b) shall be amended to include the following paragraph (3)

(b)(3)

(i) The owner or benefiting party of any sign, notice or structure including but not limited to political campaign signs posted, erected or displayed on property owned by Terrebonne Parish Consolidated Government or within public rights-of-way shall be presumed to be the violator of this provision, however, should such owner or benefiting party produce proper evidence or testimony that he has a contract with or can produce receipt from a third party employed to post, erect or display such signs which contract of receipt contains an express provision forbidding installation on the property of Terrebonne Parish Consolidated Government or on public rights-of-way, then the prima facia presumption herein established shall shift to said third party.

All signs, notices or structures which constitute litter in accordance with this chapter shall be removed by parish officials and placed in storage.

(ii) In the case of a nuisance warning for a sign, notice or structure which constitutes litter in accordance with this chapter, the warning notice shall state that the sign, notice or structure may be retrieved from the department within thirty (30) days of the date of service of the nuisance warning. In the case of nuisance citations issued for any sign, notice or structure which constitutes litter in accordance with this chapter, the citation, in addition to assessing a penalty and any fees and costs as set out in Article X of this chapter, shall contain information advising the violator that he may retrieve the sign upon payment of the penalty or by ruling of the Nuisance Abatement Panel. In no case shall the department be obligated to store the litter beyond the thirty (30) days allowed for payment of penalties.

#### SECTION IV

This ordinance shall become effective upon approval by the Parish President.

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

#### THERE WAS RECORDED:

YEAS: A. Tillman, W. Thibodeaux, K. Elfert, T. Cavalier, C. Duplantis, H. Lapeyre and C. Voisin.

NAYS: None.

#### ABSTAINING/NOT VOTING: P. Lambert and P. Rhodes.

ABSENT: None.

The Acting Chairman declared the ordinance adopted on this, the 9<sup>th</sup> day of February, 2005.

I, PAUL A. LABAT, 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 February 9, 2005, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2005.

> PAUL A. LABAT, COUNCIL CLERK TERREBONNE PARISH COUNCIL



Wednesday, January 12, 2022

#### Item Title:

Approving the Holding of Election - Recreation District No. 3A

#### Item Summary:

**RESOLUTION:** Approving the holding of an election in Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana, on Saturday, April 30, 2022, to authorize the continuation of a special tax therein.

#### **ATTACHMENTS:**

**Description** Resolution Executive Summary **Upload Date** 1/6/2022 1/7/2022 **Type** Cover Memo Cover Memo The following resolution was offered by

seconded by \_\_\_\_

#### RESOLUTION

A resolution approving the holding of an election in Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana, on Saturday, April 30, 2022, to authorize the continuation of a special tax therein.

WHEREAS, the Board of Commissioners of Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana (the "Governing Authority"), acting as the governing authority of Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana (the "District"), adopted a resolution on December 16, 2021, calling a special election in the District on Saturday, April 30, 2022, to authorize the continuation of a special tax therein; and

WHEREAS, the governing authority of the District has requested that this Parish Council, acting as the governing authority of the Parish of Terrebonne, State of Louisiana, give its consent and authority for the District to hold the aforesaid election, and in the event that the election carries to continue to levy and collect the special tax provided for therein; and

WHEREAS, as required by Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, it is now the desire of this Parish Council to approve the holding of said election and in the event that the election carries, to continue to levy and collect the special tax provided for therein;

**NOW, THEREFORE, BE IT RESOLVED** by the Parish Council of the Parish of Terrebonne, State of Louisiana, acting as the governing authority of said Parish, that:

**SECTION 1.** In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana, this Parish Council hereby approves the holding of an election in the District, on Saturday, April 30, 2022, at which election there will be submitted the following proposition, to-wit:

#### MILLAGE CONTINUATION PROPOSITION

Shall Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana (the "District"), continue to levy and collect a special tax of seven (7) mills on all property subject to taxation in the District (an estimated \$300,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2022 and ending with the year 2031, for the purpose of providing funds for the maintenance and operation of the District, said maintenance and operation to include, but not be limited to, the development, implementation and funding of recreational programs to be conducted within and for the benefit of the District?

SECTION 2. In the event the election carries, this Parish Council does hereby further consent to and authorize the District to continue to levy and collect the special tax provided for therein.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the  $12^{th}$  day of January, 2022.

Council Clerk

Council Chair

#### STATE OF LOUISIANA

#### PARISH OF TERREBONNE

I, the undersigned Council Clerk of the Parish Council of the Parish of Terrebonne, State of Louisiana, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by said Parish Council on January 12, 2022, approving the holding of an election in Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana, to authorize the continuation of a special tax therein.

IN FAITH WHEREOF, witness my official signature at Houma, Louisiana, on this, the 12<sup>th</sup> day of January, 2022.

Council Clerk



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE** 

Recreation District 3A Election

## PROJECT SUMMARY (200 WORDS OR LESS)

Approving the holding of an election in Recreation District No. 3A of the Parish of Terrebonne, State of Louisiana, on Saturday, April 30, 2022, to authorize the continuation of a special tax therein.

## PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

	TOTAL EXPENDITURE							
N/A								
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)								
	:	ACTUAL		ESTIMATED				
	IS PROJECTALREADY BUDGETED: (CIRCLE ONE)							
<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	

M. McCarthy/Foley & Judell (Tammy E. Tríggs) 01/07/2022

Signature

Date



Wednesday, January 12, 2022

#### Item Title:

Hurricane Recovery Revenue Bonds

#### **Item Summary:**

Introduce an ordinance authorizing the issuance of not exceeding \$50,000,000 Taxable Hurricane Recovery Revenue Bonds, in one or more series, of the Parish of Terrebonne, State of Louisiana; and call a public hearing on January 26, 2022 at 6:30 p.m.

#### ATTACHMENTS:

**Description** Hurricane Bond Bonds Hurricane **Upload Date** 1/7/2022 1/7/2022

**Type** Executive Summary Ordinance



## **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

An ordinance authorizing the issuance of not exceeding \$50,000,000 Taxable Hurricane Recovery Revenue Bonds, in one or more series, of the Parish of Terrebonne, State of Louisiana

## PROJECT SUMMARY (200 WORDS OR LESS)

See above.

## PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See Above

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

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

s/Kandace M. Mauldin, CFO

January 7, 2022

Signature

Date

The following ordinance, having been introduced at a duly convened meeting on January \_\_\_\_\_ 2022, notice of its introduction having been published on \_\_\_\_\_\_, and a public hearing having been held on January \_\_\_, 2022, was offered for final adoption by \_\_\_\_\_\_ and seconded by \_\_\_\_\_\_.:

ORDINANCE NO.

## AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$50,000,000 TAXABLE HURRICANE RECOVERY REVENUE BONDS, IN ONE OR MORE SERIES, OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SUCH BONDS; PROVIDING FOR THE REFUNDING OF CERTAIN OUTSTANDING BONDS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Parish of Terrebonne, State of Louisiana (the "Parish" or the "Issuer") is a political subdivision of the State of Louisiana (the "State") authorized to issue revenue bonds or notes for the purpose of providing funding to the Parish to pay operations and expenses for the current and upcoming fiscal years of the Parish and to finance the acquisition, construction, rehabilitation and equipping of capital projects within the jurisdiction of the Parish for use by the public; and

WHEREAS, the Terrebonne Parish Council, acting as the governing authority of the Parish (the "Governing Authority"), adopted a resolution on December 1, 2021, applying for approval to issue not exceeding \$50,000,000 of Taxable Hurricane Recovery Revenue Bonds, in one or more series, of the Issuer (the "Bonds") and authorizing the filing of an application with the Louisiana State Bond Commission; and

**WHEREAS,** the Louisiana State Bond Commission approved the issuance of the Bonds on January 20, 2022; and

WHEREAS, the Issuer, pursuant to the Louisiana Consolidated Local Government Public Finance Act, SubPart A, Part II, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and particularly, 39:1430 of the Louisiana Revised Statutes of 1950, as amended (collectively, the "Authorizing Legislation"), and other constitutional and statutory authority, desires to authorize the incurring of debt and borrowing of an amount not to exceed \$50,000,000 of Bonds to be secured by the irrevocable pledge and dedication of all reimbursements from private insurance and the Federal Emergency Management Agency ("FEMA") and all other funds or revenues received or to be received by the Parish to the extent legally available for the payment of principal and interest on the Bonds and accruing to the Issuer's General Fund and \_\_\_\_\_\_Fund (collectively, the "Revenues"); and

**WHEREAS**, it is now desired to fix the details necessary with respect to the issuance of the Bonds and to provide for the authorization and issuance thereof, as hereinafter provided;

**NOW, THEREFORE, BE IT ORDAINED** by the Terrebonne Parish Council of the Parish of Terrebonne, State of Louisiana, acting as the Governing Authority of the Issuer, that:

#### Article 1.

#### **DEFINITIONS AND INTERPRETATION**

**SECTION 1.** <u>Definitions</u>. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Additional Parity Bonds" means any additional bonds which may hereafter be issued by the Issuer on a parity basis with the Bonds with respect to the Pledged Revenues.

"Amortizing Mode" means the mode to which the Bonds will convert to a fixed rate amortizing bond and the Issuer's right to periodic drawdowns of principal terminates.

"Authorized Denomination" means with respect to an individual maturity of the Bonds, \$100,000 or any integral multiple of \$5,000 in excess thereof.

"Authorized Legislation" means the Consolidated Local Government Public Finance Act, Sub-Part F, Part III, Chapter 4 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, Sub-Part A, Part II, Chapter 4 of , Title 39 of the Louisiana Revised Statutes of 1950, as amended, and particularly, 39:1430 of the Louisiana Revised Statutes of 1950, as amended.

"Authorized Purposes" means collectively (i) paying any costs associated with debris removal, or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Parish's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith; (ii) providing funding to the Parish to pay operations and expenses for the current and future fiscal years; (iii) funding a reserve fund, if required; and (iv) paying the costs of issuance of the Bonds.

"**Bond**" or "**Bonds**" means the Issuer's Taxable Hurricane Recovery Revenue Bonds, in one or more series, issued pursuant to this Bond Ordinance in the aggregate principal amount not exceeding \$50,000,000, and any bond of said issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any previously issued.

"Bond Counsel" means Mahtook & LaFleur, New Orleans, Louisiana.

"**Bond Ordinance**" means this ordinance adopted by the Governing Authority on April 26, 2022, authorizing the issuance of the Bonds.

"**Bond Register**" means the registration books of the Paying Agent in which registration of the Bond and transfers of the Bond shall be made as provided herein.

"**Bond Year**" means the one year period ending on March 1 of each year, the principal payment dates for the Bonds.

"**Business Day**" means a day of the year on which banks located in the cities in which the principal corporate trust offices of the Paying Agent are located are not required or authorized to remain closed and on which the New York Stock Exchange is not closed.

"**Code**" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"**Conversion Date**" means October 1, 2024, the date on which the Bond shall convert from Line of Credit Mode to the Amortizing Mode.

"**Draw Downs**" means periodic payments made to the Issuer before the Conversion Date upon submission of a draw request to \_\_\_\_\_\_, in an amount not to exceed the aggregate principal amount of the Bonds.

"Executive Officers" means collectively the Parish President and the Clerk to the Terrebonne Parish Council.

"Event of Default" shall have the meaning set forth in <u>Section 5.1 herein</u>.

"**Fiscal Year**" means the twelve-month accounting period commencing on the first day of January 1 or any other twelve-month accounting period determined by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" means the Terrebonne Parish Council of the Parish of Terrebonne, State of Louisiana.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Securities and may be in book-entry form.

"Interest Payment Date" means March 1 and September 1 of each year, commencing September 1, 2023.

"**Investment Obligations**" means any investments or securities then permitted under La. R.S. 33:2955 or other provisions of Louisiana law.

"Issuer" means the Parish of Terrebonne, State of Louisiana.

"Line of Credit Mode" means the thirty-six (36) months from date of issuance in which the Issuer may make Draw Down payments in an amount not to exceed the aggregate principal amount of the Bond.

"Municipal Advisor" means Sisung Securities Corporation, New Orleans, Louisiana.

"Offer to Purchase" shall mean the agreement between the Issuer and the Purchaser providing for the sale of the Bond, the execution of which is authorized herein.

"**Outstanding**" when used with respect to the Bond means, as of the date of determination, all Bonds theretofore issued and delivered under this Bond Ordinance, except:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds for whose payment or redemption sufficient funds have been theretofore deposited with the Paying Agent in trust for the Owners of such Bonds as provided in this Bond Ordinance, provided that, if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Bond Ordinance, to the satisfaction of the Paying Agent, or waived;

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Bond Ordinance; and

(d) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Bond Ordinance.

"**Owner**" or "**Owners**" when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register.

"**Paying Agent**" means Hancock Whitney Bank, in the City of Baton Rouge, Louisiana, until a successor Paying Agent shall have become such pursuant to the applicable provisions of this Bond Ordinance, and thereafter Paying Agent shall mean such successor Paying Agent.

"**Paying Agent Agreement**" means one or more Paying Agent Agreement to be entered into between the Issuer and the Paying Agent pursuant to this Bond Ordinance, providing for the duties of the Paying Agent.

"**Person**" means any individual, corporation, partnership, joint venture, association, jointstock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Principal Payment Date" means March 1 of each year specified in the Offer to Purchase.

"**Purchaser**" means \_\_\_\_\_\_, the original purchaser of the Bonds.

**"Qualified Investments"** means the following, provided that the same are at the time legal for investment of the Issuer's funds and, if required by law, are secured at all times by collateral described in clause (A) below:

(1) Government Securities, including obligations of any of the Federal agencies set forth in clause (2) below to the extent unconditionally guaranteed by the United States of America and any certificates or any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in this clause (1) such as those securities commonly known as CATS, TIGRS and/or STRIPS;

- (2) bonds, debentures or other evidences of indebtedness issued by the Private Export Funding Corporation, Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association and Student Loan Marketing Association;
- (3) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the State or any national banking association having its principal of fice in the State (including the Paying Agent) which is a member of the Federal Deposit Insurance Corporation and which are secured at all times by collateral described in clause (1) above;
- (4) certificates of deposit, savings accounts, deposit accounts or money market deposits of any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State (including the Paying Agent) which are fully insured by the Federal Deposit Insurance Corporation; and
- (5) the Louisiana Asset Management Pool (LAMP).

"**Record Date**" for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such interest payment date, whether or not such day is a Business Day.

[ALTERNATIVE LANGUAGE] "**Reserve Fund**" means the fund established pursuant to <u>Section</u> hereof, consisting of one or more Reserve Fund Accounts, to be used to meet the Reserve Requirement with respect to any Reserve Secured Bonds.

[ALTERNATIVE LANGUAGE] "**Reserve Fund Requirement**" means a sum equal to the lesser of (i) 10% of the proceeds of the Bonds (ii) the highest combined principal and interest requirements for any succeeding Fiscal Year on the Bonds or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any Fiscal Year on the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds.

[ALTERNATIVE LANGUAGE] "**Reserve Product**" means a policy of bond insurance, a surety bond or a letter of credit or other credit facility used in lieu of a cash deposit in the Reserve Fund meeting the terms and conditions of <u>Section</u> hereof.

[ALTERNATIVE LANGUAGE] "**Reserve Product Provider**" means a bond insurance provider or a bank or other financial institution providing a Reserve Product, whose bond insurance policies insuring, or whose letters of credit, surety bonds or other credit facilities securing, the payment, when due, or the principal of and interest on bond issues by public entities, at the time such Reserve Product is obtained, result in such issues being rated in one of the two highest full rating categories by the Rating Agency; provided, however, that nothing herein shall require the Issuer to obtain a rating on any Bonds issued under the Bond Ordinance.

"**Revenues**" means collectively reimbursements from private insurance and the Federal Emergency Management Agency ("FEMA") and all other funds or revenues received or to be received by the Parish to the extent legally available for the payment of principal and interest on the Bond, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of existing obligations previously issued or to be issued, or by operation of law and accruing to the Issuer's General Fund (\_\_\_\_) and \_\_\_\_\_ Fund (\_\_\_\_\_).

**"Hurricane Sinking Fund"** means the fund established pursuant to <u>Section 4.1(c)</u> hereof to be used to pay the principal and interest due on the Bond.

"**State**" means the State of Louisiana.

**SECTION 2.** <u>Rules of Interpretation</u>. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Bond Ordinance:

(a) Words importing the singular number shall include the plural number and vice versa;

(b) All references to particular articles or sections herein are references to articles or sections of this Bond Ordinance;

(c) the captions and headings herein are solely for convenience of reference and shall not control or affect the meaning or construction of any of the provisions hereof;

(d) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms as used in this Bond Ordinance refer to this Bond Ordinance in its entirety and not the particular article or section of this Bond Ordinance in which they appear; and

(e) The term "hereafter" means after the date of execution of this Bond Ordinance and the term "heretofore" means before the date of the execution of this Bond Ordinance.

## Article 2.

## AUTHORIZATION AND ISSUANCE OF THE BOND

**SECTION 2.1.** <u>Authorization of Bond</u>. Pursuant to the provisions of the Act and other constitutional and statutory authority, there is hereby authorized the issuance of not exceeding \$50,000,000 of Taxable Hurricane Recovery Revenue Bonds, Series 2022 of the Issuer for, on behalf of and in the name of the Issuer, to provide funding for the Authorized Purposes. The Bond shall be in fully registered form, shall be dated the date of delivery thereof, at par and the principal shall be disbursed in periodic installments at the request of the Issuer (the "**Draw Down**") while the Bond is in the Line of Credit Mode. Each periodic installment or Draw Down paid to the Issuer shall be calculated on a 30/360 basis (based upon twelve (12) calendar months consisting of thirty (30) days in each month) payable semi-annually on each March 1 and September 1, commencing \_\_\_\_\_\_ or the most recent Interest Payment Date to which interest has been paid or duly provided for.

**SECTION 2.2.** <u>Security for the Bonds</u>. The principal of and interest on the Bond shall be secured by and payable from an irrevocable pledge and dedication of reimbursements from private insurance and Federal Emergency Management Agency ("FEMA") and all other funds or revenues received or to be received by the Parish to the extent legally

available for the payment of principal and interest on the Bonds. Those funds shall be and remain pledged for the security and payment of the Bond in principal and interest and for all other payments provided for in this Bond Ordinance until the Bonds shall have been fully paid and discharged provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of existing obligations previously issued or to be issued, or by operation of law. The Owners of Bonds issued pursuant to this Bond Ordinance are hereby granted a lien on all such funds. The moneys in the Issuer's funds shall at all times be secured to the full extent thereof by the bank or trust company holding such funds in the manner required by the laws of the State.

**SECTION 2.3.** <u>Covenant to Budget Sufficient Funds for Payment of Debt</u> <u>Service</u> The Issuer covenants and agrees to budget annually a sufficient sum of money from the Pledged Revenues to pay the principal of, and interest on, Bonds, as they mature, including any principal and/or interest theretofore matured and then unpaid, and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and interest on the Bonds after payment in such years of all statutory and constitutionally mandated charges. The Issuer shall nonetheless covenant to provide the Purchaser or its assigns the following information each year the Bond remains outstanding:

**SECTION 2.4.** <u>Line of Credit Mode</u>. The Bond shall initially be issued in the Line of Credit Mode (the "LOC Mode") and serve as a non-revolving line of credit. During the LOC Mode from date of issuance and for thirty-six (36) months following the date of issuance, the Issuer may make periodic Drawdowns on the principal of the Bond (the "Commitment Amount") and may repay the principal amount as provided for herein, provided that the aggregate amount of the principal Drawdowns may not exceed the Commitment Amount. All Draw Downs shall be in increments of \$100,000 principal amounts and shall be evidenced by the execution of a Drawdown note or similar instrument upon each draw in substantially the form attached hereto as **Exhibit** \_\_\_\_\_ and made a part hereof.

**SECTION 2.5.** <u>Payments on Bond</u>. At any time during the LOC Mode through and including the Conversion Date, the Issuer may elect at its option to repay all or a portion of the outstanding principal balance of the Bond. Such repayments shall reduce the outstanding principal balance of the Bond but shall not reduce the balance of the remaining Commitment Amount.

**SECTION 2.6.** <u>Redemption</u>. The Bonds are subject to redemption as follows:

(a) *Optional Redemption.* During the LOC Mode, the Bonds are callable at the option of the Issuer in full or in part at any time without prepayment penalty or premium.

(b) *Mandatory Redemption upon receipt of Reimbursement Payments*. During the LOC Mode, upon receipt of any reimbursements of private insurers or FEMA in respect of the Project costs previously spent by the Issuer and funded from the Bonds, the Issuer shall immediately forward funds representing such payments to the Paying Agent to be applied towards mandatory reduction of the outstanding principal balance of the Bonds.

(c) *Mandatory Redemption from Excess Amount in Project Fund*. The Bonds shall be redeemed in part in the amount of any balance remaining in the Project Fund upon the

Conversion Date <u>shall be</u> transferred <u>to</u> the Hurricane Sinking Fund and used to redeem a of their mandatory scheduled redemption <u>date</u>.

(d) *Mandatory Conversion to Amortizing Mode.* This Bond is subject to mandatory conversion to a term bond on the Conversion Date.

(e) *Mandatory Redemption During Amortizing Mode*. The Bonds shall be subject to mandatory redemption during the Amortizing Mode.

Official notice of such call for redemption will be given by first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent. There shall be no premium for the full or partial redemption of the Bond.

**SECTION 2.7.** <u>Conversion Date</u>. At any time during the LOC Mode through and including the Conversion Date, the Issuer may elect at its option to repay all or a portion of the outstanding principal balance of the Bond. Such repayments shall reduce the outstanding principal balance of the Bond but shall not reduce the otherwise remaining Commitment Amount. The LOC Mode shall end on March 1, \_\_\_\_\_ (the "Conversion Date") and no Draw Downs shall be made on or after the Conversion Date. On the Conversion Date, the Bond shall convert from LOC Mode to the Amortizing Mode (the "Amortizing Mode") with terms and conditions provided for in Section \_\_herein.

**SECTION 2.8.** <u>Amortizing Mode</u>. Upon conversion to the Amortizing Mode, the Bond will function as a fixed rate amortizing bond and the Issuer's right to make periodic Draw Downs of principal (as provided in the LOC Mode) shall terminate. Within seven (7) days of the Conversion Date, the Lender shall establish a principal amortization schedule for the Bond, based upon the outstanding principal amount of the Bond as of the Conversion Date, which shall provide for approximately level annual debt service payments on the Bond from the Conversion Date through the Maturity Date which shall not exceed fifteen (15) years [from the Conversion Date shall notify the Bank of the amortization schedule and the Bank shall provide its written consent and acknowledgement of such schedule.

**SECTION 2.9.** <u>Purchaser</u>. The Issuer hereby accepts the offer of **Bank** (the "**Purchaser**" or the "**Bank**") to purchase the Bonds, attached as **Exhibit** "A" hereto. The Bonds shall be delivered to the Purchaser upon the payment of the purchase price thereof, not to exceed an aggregate of \$50,000,000.

**SECTION 2.10. Events of Default**. If one or more of the following events (in this Bond Ordinance called "**Events of Default**") shall happen, that is to say, if default shall be made in the due and punctual payment of the principal of the Bond when and as the same shall become due and payable, whether at maturity or otherwise; or if default shall be made in the due and punctual payment of interest on the Bond when and as such interest installment shall become due and payable; or if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in this Bond Ordinance, any supplemental ordinance or in the Bond contained and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by any Owner [and/or the Paying Agent]; or if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any

Event of Default the Owners of the Bond shall be entitled to exercise all rights and powers for which provision is made under Louisiana law.

**SECTION 2.11.** <u>Naming Convention</u>. The Executive Officers are authorized to provide appropriate naming conventions, numbers, descriptions, series designations, CUSIP numbers, and other notations or terms of the Bond that are consistent with purpose and use of the proceeds.

**SECTION 2.12. Executive Officers.** The Parish President, Council Chairman and the Clerk to the Council (the "**Executive Officers**") are each hereby authorized, empowered and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Bond Ordinance, including executing the Bond on behalf of the Issuer to represent said indebtedness. The Executive Officers are further authorized and empowered to deliver the Bonds to the Purchaser, upon the payment of the purchase price thereof, to be used for Authorized Purposes and to take any other action or execute and deliver any other documents which may be required to accomplish the purpose of this Bond Ordinance.

**SECTION 2.13. Form of Bond.** The Bond shall be issued in the form of a fully registered Bond or Bond, dated the date of delivery thereof and shall be in substantially the form attached hereto as **Exhibit A** and made a part hereof.

**SECTION 2.14.** <u>Continuing Disclosure Exemption</u>. It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in Rule 15c-2-12(b) of the Securities and Exchange Commission [17 CFR §140.15c2-12(b)], because the Bond is not being purchased by a broker, dealer, or municipal securities dealer acting as an underwriter in a primary offering of municipal securities, and the Bond is being sold to only one financial institution (i.e. no more than thirty-five persons), which (i) have such knowledge and experience in financial business matter that they are capable of evaluating the merits and risks of the prospective investment in the Bond and (ii) are not purchasing the Bond for more than one account or with a view to distributing the Bond. The Issuer shall nonetheless covenant to provide the Purchaser or its assigns the following information each year the Bond remains outstanding:

#### [INSERT LIST FROM OFFER TO PURCHASE]

**SECTION 2.15.** <u>Preparation of Bonds</u>. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Bond Ordinance, to cause the necessary Bond to be printed or lithographed, to issue, execute, seal and deliver the Bond, to effect the delivery of the Bond in accordance with the sale thereof, to collect periodic Draw Down payments provided such requests for drawdowns shall not exceed in the aggregate, the principal amount of the Bonds, and to deposit the funds derived from the sale of the Bond in a special account held at the Issuer's fiscal agent bank.

**SECTION 2.16.** <u>Execution of Bond</u>. The Bond shall be executed by the Executive Officers for, on behalf of, and in the name of the Issuer, which signature may be either manual or facsimile or as otherwise provided by law.

### Article 3.

#### **REGISTRATION AND TRANSFER OF BONDS**

**SECTION 3.1.** <u>Registration of Bonds by Paying Agent</u>. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in **Exhibit D** hereto shall have been executed by a duly authorized signatory on behalf of the Paying Agent, and such executed certificate of registration of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under this Bond Ordinance.

**SECTION 3.2.** <u>Recital of Regularity.</u> This Governing Authority, having investigated the regularity of the proceedings had in connection with this issue of Bonds, and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

"It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State."

**SECTION 3.3.** <u>Notice to Owners</u>. Wherever this Bond Ordinance provides for notice to Owners of Bond of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bond or the [Paying Agent], at the address of such Owner or Paying Agent, respectively, as it appears in the Bond Register. In any case where notice to Owners of the Bond is given by mail, neither the failure to mail such notice to any particular Owner of the Bond, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to the Bond. Where this Bond Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 3.4.** <u>Issuance of Refunding and Additional Parity Bonds</u>. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues having priority over or parity with the Bond.

## Article 4.

## **FLOW OF FUNDS**

**SECTION 4.1.** <u>Funds</u>. In order that the principal of and the interest on the Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer covenants as follows:

(a) The proceeds of the Bonds shall be deposited into a separate and special bank account established with the regularly designated fiscal agent of the Issuer and

designated as the "**Project Fund**". The Project Fund shall constitute a dedicated fund of the Issuer, from which appropriations and expenditures by the Issuer shall be made solely for the Authorized Purposes;

- (b) All or any part of the moneys in the Project Fund shall at the written request of the Issuer be invested in the manner provided by Louisiana law in obligations maturing in three (3) years or less, in which event all income derived from such investments shall be retained in the Project Fund.
- (c) To deposit to the "Hurricane Bond Sinking Fund" (the "Sinking Fund"), established and maintained by the regularly designated fiscal agent of the Issuer, revenues sufficient in amount to pay promptly and fully the principal of and the interest on the Bond as they severally become due and payable, by immediately transferring from the General Fund and the \_\_\_\_\_\_ Fund to the Sinking Fund, until there is on deposit in the Sinking Fund, an amount equal to the principal of and interest on Bonds coming due in such Bond Year of the Amortizing Mode. Said fiscal agent shall transfer from the Sinking Fund, at least two (2) Business Days in advance of the date on which payment of principal or interest falls due, immediately available funds fully sufficient to pay promptly the principal and interest so falling due on such date.
- (d) Reimbursements from private insurers and FEMA shall be deposited into the Sinking Fund and within thirty (30) days of receipt applied by the Paying Agent on the principal amount outstanding.

**SECTION 4.2.** <u>Amendments to Bond Ordinance</u>. The Issuer may make amendments at any time which will cure ambiguities, correct format defects or add security to the payment of the Bonds. No material modification or amendment of this Bond Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Bonds then outstanding; provided, however, that no such modification or amendment shall permit a change in the maturity of the Bonds or the redemption provisions thereof, or a reduction in the rate of interest thereon, or the promise of the Issuer to pay the principal of and the interest on the Bonds as the same shall come due from the revenues of the Tax, or reduce the percentage of owners required to consent to any material modification or amendment of this Bond Ordinance, without the consent of the Owner or Owners of the Bonds.

**SECTION 4.3.** <u>Mutilated. Destroyed, Lost or Stolen Bonds</u>. If (a) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (b) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Bond Ordinance equally and ratably with all other Outstanding Bonds. The procedures set forth in the Agreement authorized in this Bond Ordinance shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

**SECTION 4.4.** Discharge of Bond Ordinance. If the Issuer shall pay or cause to be paid, or there shall be paid to the Owners, the principal of, and redemption price, if any, and interest on the Bonds, at the times and in the manner stipulated in this Bond Ordinance, then the pledge of the Pledged Revenues and any other money, securities, and funds pledged under this Bond Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owners of Bonds shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Bond Ordinance to the Issuer.

**SECTION 4.5.** <u>Defeasance</u>. Principal or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit of funds for such payment or otherwise with an escrow agent) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased with Government Obligations pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

## Article 5.

## **CONTRACTUAL RIGHTS AND EVENTS OF DEFAULT**

**SECTION 5.1.** <u>Events of Default</u>. If one or more of the following events (in this Bond Ordinance called "Events of Default") shall happen, that is to say,

(a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Ordinance, any supplemental ordinance or in the Bonds contained and such default shall continue for a period of thirty (30) days after written notice thereof to the Issuer by any Owner; or

(d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

(e) then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law.

SECTION 5.2. Successor Paving Agent; Paving Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of Hancock Whitney Bank, in the City of Baton Rouge, Louisiana, as the initial Paying Agent is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or ordinance giving notice of the termination of the Paying Agent Agreement (the "Agreement") and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

**SECTION 5.3.** <u>Effect of Registration</u>. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal of, redemption price, if any, and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

**SECTION 5.4.** <u>Notices to Owners</u>. Wherever this Bond Ordinance provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Bond Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 5.5.** <u>Cancellation of Bonds</u>. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so

delivered shall be promptly canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

**SECTION 5.6.** <u>Preparation of Bonds; Deposit of Bond Proceeds</u>. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Bond Ordinance, to cause the necessary Bonds to be printed or lithographed, to issue, execute, seal and deliver the Bonds, to effect the delivery of the Bonds in accordance with the sale thereof, to collect the purchase price therefor, and to deposit the funds derived from the sale of the Bonds in accordance with the Authorized Purposes.

**SECTION 5.7. Publication and Peremption**. A copy of this Bond Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer. For a period of thirty (30) days from the date of such publication, any person in interest shall have the right to contest the legality of this Bond Ordinance and of the Bonds to be issued pursuant hereto and the provisions hereof securing the Bonds. After the expiration of said thirty (30) days, no one shall have any cause of right of action to contest the legality, formality or regularity of this Bond Ordinance or bond authorization, for any cause whatsoever. If the question of the validity of this Bond Ordinance or bond authorization is not raised within the thirty days, the authority to issue the Bonds and the regularity thereof, including all things pertaining to the election at which the Bonds were authorized, shall be conclusively presumed, and no court may inquire into such matters.

**SECTION 5.8.** <u>Recordation</u>. A certified copy of this Bond Ordinance shall be filed and recorded as soon as possible in the Mortgage Records of the Parish of Terrebonne, State of Louisiana.

**SECTION 5.9.** <u>Section Headings.</u> The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 5.10.** <u>Severability</u>. In case any one or more of the provisions of this Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Ordinance or of the Bonds, but this Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Bond Ordinance which validates or makes legal any provision of this Bond Ordinance and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Bond Ordinance and to the Bonds.

**SECTION 5.11.** <u>Notices of Redemption</u>. In accordance with the ordinance authorizing the issuance of the Refunded Bonds, a notice of redemption, in such form dee med necessary by the Executive Officers and Bond Counsel, shall be sent by the paying agent for the Refunded Bonds first class mail, postage prepaid, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.

# Article 6. SALE AND DELIVERY OF BONDS

**SECTION 6.1.** <u>Sale of Bonds</u>. The Bonds are hereby awarded to and sold to the Bank under such terms and conditions as the Executive Officers deem advantageous to the Issuer, within the provisions parameters set forth in this Bond Ordinance. The Executive Officers are hereby authorized and directed to execute and deliver: (i) the Purchase Agreement, which shall be in substantially the form attached hereto as **Exhibit B**, (iii) the Bonds, which shall be in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the Executive Officers and Bond Counsel; upon receipt of the purchase price thereof; and (iv) the Paying Agent Agreement, which shall be in substantially the form attached be in substantially the form attached hereto as **Exhibit D**, with such changes as may be approved by the Executive Officers and Bond Counsel; and (vi) any and all documents required to be executed on behalf of the Issuer or deemed by them necessary or advisable to implement this Bond Ordinance or facilitate the sale of the Bonds.

**SECTION 6.2.** <u>No Disclosure Under SEC Rule 15c2-12</u>. Because the Bonds are being sold in a private sale only to "accredited investors" as defined in Section 501 of Regulation D of the Securities and Exchange Commission or to "qualified institutional buyers" as defined in Rule 144A of the Securities and Exchange Commission, the Issuer will not be required to comply with the continuing disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission.

**SECTION 6.3.** <u>Proceeds of Bonds</u>. The drawdowns from Bond proceeds, along with other monies of the Issuer, shall be deposited with the Issuer's fiscal agent and the Paying Agent all pursuant to a closing memorandum prepared by the Municipal Advisor and approved by the Executive Officers.

**SECTION 6.4.** <u>Post-Issuance Compliance</u>. The Executive Officers and/or their designees are directed to establish written procedures to assist the Issuer in complying with various State and Federal statutes, rules and regulations applicable to the Bonds and are further authorized to take any and all actions as may be required by said written procedures to ensure continued compliance with such statues, rules and regulations throughout the term of the Bonds.

**SECTION 6.5.** <u>Section Headings.</u> The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 6.6.** <u>Electronic Signatures.</u> The Parish herein authorizes and agrees to the use of electronic signatures by and/or from members of the Governing Authority, the Chairman, the Council Clerk, Bond Counsel, Municipal Advisor, and bond purchaser or investors in connection with any and all documents related to the application for the authority to issue bonds and those documents related to the bond issuance. The authorization provided for herein includes but is not limited to the retention and storage of all records required by law in electronic format. The provisions of this section are authorized in accordance with the Louisiana Uniform Electronic Transactions Act (La. R.S. 9§2601, et seq)

**SECTION 6.7. Publication.** A copy of this Bond Ordinance shall be published once in the Official Journal of the Issuer.

**SECTION 6.8.** <u>Effective Date</u>. This Bond Ordinance shall become effective immediately or upon the earliest date allowed by law.

#### STATE OF LOUISIANA PARISH OF TERREBONNE

#### **CERTIFICATE OF AUTHENTICITY**

I, the undersigned Secretary to the Terrebonne Parish Council, (the "**Governing Authority**"), Terrebonne Parish, State of Louisiana, do hereby certify that the foregoing twenty-four (25) pages constitute a true and correct copy of the resolution adopted by said Governing Authority on January \_\_\_\_\_, 2022 entitled

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$50,000,000 PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA; PRESCRIBING THE FORM, TERMS AND CONDITIONS OF SUCH **BONDS; PROVIDING FOR THE REFUNDING OF** OUTSTANDING CERTAIN **BONDS:** AND FOR OTHER PROVIDING MATTERS IN **CONNECTION THEREWITH.** 

**IN FAITH WHEREOF**, witness my official signature and the impression of the official seal of the Terrebonne Parish, State of Louisiana, on January \_\_\_\_\_ 2022.

TERREBONNE PARISH COUNCIL PARISH OF TERREBONNE, STATE OF LOUISIANA

> SUZETTE THOMAS CLERK

#### **EXHIBIT A**

#### FORM OF BONDS

#### THIS BOND IS TRANSFERABLE ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO THE SECURITIES ACT OF 1932 OR "ACCREDITED INVESTORS" AS DEFINED IN RULE 501(A)(1) OF REGULATION D OF THE SECURITIES AND EXCHANGE ACT AS PER THE INVESTMENT LETTER REQUIRED BY THE BOND RESOLUTION.

#### UNITED STATES OF AMERICA STATE OF LOUISIANA

#### PARISH OF TERREBONNE, STATE OF LOUISIANA TAXABLE HURRICANE RECOVERY REVENUE BONDS, SERIES 2022

BOND NUMBER	INTEREST RATE	ISSUED	PRINCIPAL AMOUNT
R-l	%		\$50,000,000

The PARISH OF TERREBONNE, STATE OF LOUISIANA, (the "Issuer"), for value received, hereby acknowledges itself indebted and promises to pay to:

[Purchaser]

or registered assigns, on the Maturity Date set forth above, the principal amount set forth above, together with the interest on the outstanding principal amount thereon from the Draw Dates of advances made on the Bond or the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year, commencing March 1, 2024 (each "Interest Payment Date"), at the Interest Rate per annum set forth above and defined herein, said interest to be calculated on a 30 /360 basis (based on twelve (12) calendar months consisting of thirty (30) days each) until said principal amount is paid. This Bond shall mature on March 1, \_\_\_\_\_\_ and the principal of this Bond shall be payable in installments, payable annually on each Principal Payment Date as set forth in the Bond Ordinance. The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the corporate trust office of \_\_\_\_\_\_\_, or successor thereto (the "Paying Agent"). Interest on this Bond is payable by wire transfer or check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

The Bond shall bear interest at the initial fixed rate of \_\_\_\_\_% per annum (calculated on the basis of a 30-day month and a 360-day year) and be issued in the amount of \$50,000,000.

Upon the occurrence of an Event of Default, the Bond shall bear interest at the Default Rate during the time that such Event of Default continues to exist.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the herein defined Bond Ordinance.

This Bond is authorized in principal the sum of Fifty Million Dollars (\$50,000,000) (the "**Bond**"), the Bond having been issued by the Issuer pursuant to an ordinance adopted by the governing authority of the Issuer on January 26, 2022 (the "**Bond Ordinance**") for the purposes of providing funds for (i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Parish's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith; (ii) providing funding to the Parish to pay operations and expenses for the current and future fiscal years; (iii) funding a reserve fund, if required; and (iv) paying the costs of issuance of the Bonds (collectively, "**Authorized Purposes**") under the authority conferred by the Authorized Legislation.

This Bond is being issued as a draw-down bond, in that the Owner of the Bond will disburse the principal amount of Bond in periodic installments, at par, in accordance with periodic draw requests submitted by the Issuer pursuant to the Bond Ordinance. Accordingly, the principal amount may be less than the principal amount stated on the face of this Bond.

During the initial LOC Mode, the principal amount of the Bonds shall be disbursed to the Issuer on a "non-revolving line of credit basis" pursuant to the draw requests as provided in <u>Section 2.4</u> of the Bond Ordinance. Interest will accrue only against principal amounts drawn and outstanding. The Issuer shall submit all draw requests to the Purchaser on or before the Conversion Date. No draw requests shall be made by the Issuer (or required to be honored by Purchaser) following such date without prior written consent of Purchaser.

This Bond is secured by an irrevocable pledge and dedication of the Pledged Revenues. This Bond and interest due thereon shall not be a general obligation, a debt or a liability of the Issuer or an obligation, debt or liability of the State of Louisiana and does not constitute or give rise to any pecuniary liability or charge against the general credit of the Issuer or the credit or taxing power of the State of Louisiana, but shall be a limited obligation of the Issuer payable solely from the Pledged Revenues, as defined in the Bond Ordinance and subject to limitations set forth in the Paying Agent Agreement, for the equal and ratable benefit of the holder, from time to time, of this Bond, except as otherwise provided in the Paying Agent Agreement. Reference is hereby made to the Bond Ordinance of the nature and extent of the security.

The Issuer shall issue no other bonds or obligations of any kind of nature payable from or enjoying a lien on the Pledged Revenues having priority over or on parity with the Bond. As provided in the Paying Agent Agreement, the Paying Agent shall be the Bond Registrar for this Bond. So long as this Bond shall remain outstanding, there shall be maintained and kept for the Issuer, at the principal corporate trust office of the Paying Agent, a bond register (the **''Bond Register''**) for the registration and transfer of this Bond and, upon presentation thereof for such purpose at said office, the Paying Agent shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, this Bond.

*Optional Redemption.* During the LOC Mode, the Bonds are callable at the option of the Issuer in full or in part at any time without prepayment penalty or premium.

*Mandatory Redemption upon receipt of Reimbursement Payments*. During the LOC Mode, upon receipt of any reimbursements of private insurers or FEMA in respect of the Project costs previously spent

by the Issuer and funded from the Bonds, the Issuer shall immediately forward funds representing such payments to the Paying Agent to be applied towards mandatory reduction of the outstanding principal balance of the Bonds.

*Mandatory Redemption from Excess Amount in Project Fund*. The Bonds shall be redeemed in part in the amount of any balance remaining in the Project Fund upon the Conversion Date shall be transferred to the Hurricane Sinking Fund and used to redeem a of their mandatory scheduled redemption date.

*Mandatory Conversion to Amortizing Mode.* This Bond is subject to mandatory conversion to a term bond on the Conversion Date.

*Mandatory Redemption During Amortizing Mode*. In accordance with the Bond Ordinance, the Bonds shall be subject to mandatory redemption during the Amortizing Mode.

The registered Owner of this Bond shall have the right at any time to assign, transfer or convey this Bond or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Issuer unless and until such registered owner has delivered to the Issuer written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner or (ii) banks, insurance companies or other financial institutions or their affiliates. This Bond is transferable only to "Qualified Institutional Buyers" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1932 (the **''Securities Act''**) or "Accredited Investors" as defined in Rule 501(a)(1) of Regulation D of the Securities and Exchange Act as per the Investment Letter required by the Bond Ordinance. Nothing herein shall limit the right of the registered owner or its assignees to sell or assign participation interests in this Bond to one or more entities listed in (i) or (ii).

The Issuer shall cause the Bond Register to be kept by the Paying Agent. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form.

As provided in the Bond Ordinance, the Bonds are special and limited obligations of the Issuer payable from and secured as to payment of the principal and redemption price thereof, and interest thereon, in accordance with their terms and the provisions of the Bond Ordinance solely from the Pledged Revenues.

Copies of the Bond Ordinance are on file at the above mentioned office of the Paying Agent, and reference is hereby made to the Authorizing Legislation and to the Bond Ordinance and any and all supplements thereto and modifications and amendments thereof for a description of the pledge and assignment and covenants securing the Bond, the nature, extent and manner of enforcement of such pledge and assignment and covenants securing the Bond, the nature, extent and manner of enforcement of such pledge and assignment and covenants securing the Bond, the nature, extent and manner of enforcement of such pledge and assignment and covenants securing the Bond, the nature, extent and manner of enforcement of such Bond with respect thereto, the terms and be issued thereunder, the terms and provisions upon which this Bond shall cease to be entitled to any lien, benefit or security under the Bond Ordinance and for the other terms and provisions thereof. All covenants, agreements and obligations of the Issuer under the Bond Ordinance may be discharged and satisfied at or prior to the maturity or redemption of this Bond if moneys or certain specified securities shall have been deposited with the Paying Agent.

The Revenues shall immediately be subject to the lien of this irrevocable pledge and dedication without any physical delivery thereof or further act, and the lien of this irrevocable pledge and dedication

shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such persons have notice thereof.

The Issuer has covenanted and agreed and does hereby covenant and agree to budget annually a sufficient sum of money from the Pledged Revenues to pay this Bond, and the interest thereon, as it matures, including any principal and/or interest theretofore matured and then unpaid, and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and interest on this Bond after payment in such years of all statutory, necessary and usual charges. The Issuer, in the Bond Ordinance, has also entered into certain other covenants and agreements with the registered Owner of this Bond, including a provision for the issuance of *pari passu* obligations hereafter under certain conditions and restrictions.

THIS BOND IS A LIMITED AND SPECIAL OBLIGATION OF THE ISSUER AND DOES NOT CONSTITUTE OR CREATE A GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THIS BOND. THIS BOND IS NOT A GENERAL OBLIGATION OF THE ISSUER BUT IS A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE PLEDGE AND DEDICATION OF THE SOURCES PROVIDED IN THE BOND ORDINANCE.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana.

It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part, necessary to constitute the same legal, binding and valid obligations of the Issuer, have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms apart, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

**IN WITNESS WHEREOF,** we, the President of the Parish of Terrebonne, State of Louisiana and the Clerk of the Council have caused this Bond to be executed in our name by our signatures.

## Ехнівіт В

#### FORM OF BOND PURCHASE AGREEMENT

## **OFFER TO PURCHASE**

January \_\_\_\_\_ 2022

\_\_\_\_\_ Bank, hereby offers to purchase the above captioned bonds under the following terms and conditions:

## **GENERAL TERMS**

LENDER:	Bank, who will purchase the Bonds for its			
	own account			
ISSUER:	Parish of Terrebonne			
BOND:	\$50,000,000 Taxable Hurricane Recovery Bond			
AUTHORIZED				
PURPOSES:	(i) paying any costs associated with debris removal or the demolition, rehabilitation, repair, reconstruction, renovation, restoration and improvement of the Parish's facilities resulting from or related to Hurricane Ida, including purchasing any furnishings, fixtures and equipment incidental or necessary in connection therewith; (ii) providing funding to the Parish to pay operations and expenses for the current and upcoming fiscal years; (iii) funding a reserve, if required; and (iv) paying the costs of issuance of the Bonds.			
PURPOSE OF ISSUE:	For the purpose of paying costs and related expenses of the Authorized Purposes including costs of issuance of the Bonds.			
<b>BOND ORDINANCE:</b>	The ordinance to be adopted by the Issuer on or about January, 2022 providing for the issuance of the Bonds.			
<b>REVENUE:</b>	Reimbursements from private insurance and the Federal Emergency Management Agency ("FEMA") and all other funds or revenues received or to be received by the Parish to the extent			

	legally available for the payment of principal and interest on the Bond, provided that no such funds or revenues shall be so included which have been or are in the future legally dedicated and required for purposes inconsistent therewith by the electorate, by the terms of specific grants, by the terms of existing obligations previously issued or to be issued, or by operation of law and accruing to the Issuer's General Fund () and Fund ().
PLEDGED REVENUES:	The Bonds will be secured by and payable from a pledge and dedication of the Pledged Revenues.
LEGAL AUTHORITY:	Louisiana Revised Statutes 39:1430
STATED MATURITY DATE:	March 1,
DATED DATE:	Date of Delivery
DELIVERY DATE:	The Bonds are expected to be delivered on or about February, 2022. If for any reason the Bonds are not delivered within forty (45) days thereafter for any reason, either the Bank or the Issuer will have the option to cancel the sale.
	LINE OF CREDIT MODE
INITIAL ISSUANCE:	The Bonds shall initially be issued in the Line of Credit Mode ("LOC Mode"). The following terms shall apply during the initial LOC Mode.
COMMITMENT AMOUNT:	\$50,000,000
AMOUNI:	\$50,000,000
DRAWDOWNS:	During the initial LOC Mode, the Bonds will function as a non revolving line of credit. The Issuer may make periodic draw downs of principal on the Bonds and may repay such principal draws as provided herein, provided that the aggregate amount of principal draws may not exceed the remaining Commitment Amount. All draw downs shall be in increments of \$100,000 principal amount.

## MANDATORY REPAYMENT

OF DRAWDOWNS:	During the initial LOC Mode, upon receipt of any reimbursements from FEMA or private insurance in respect of Project costs the Issuer shall immediately forwarded to the Paying Agent to be applied towards mandatory repayment of the outstanding principal balance of the Bonds. Such repayments shall reduce the outstanding principal balance of the Bonds but shall not reduce the Commitment Amount.
END OF INITIAL LOC MODE:	The initial LOC Mode shall end on the last day of the 36 <sup>th</sup> month following the issuance date (the " <b>Conversion Date</b> ") as set forth below.
CONVERSION DATE:	Upon the expiration of the initial LOC Mode on the Conversion Date, the Bonds shall convert to a term bond with t.
OPTIONAL REPAYMENT OF DRAWDOWNS:	
INTEREST PAYMENTS:	Interest on the Bonds will be calculated on a 30/360 day basis and will be payable semiannually on March 1 <sup>st</sup> and September 1 <sup>st</sup> of each year beginning March 1, 20 (each an "Interest Payment Date"). During the initial LOC Mode, the Bonds will bear interest at to be determined [monthly on the first business day of each month]. The Issuer may draw down on the Bonds to fund interest payments.
FORM OF BONDS:	The Bonds will be initially issued in fully registered certificated form registered in the name of the Bank. The Bonds will be issued as a single master certificate and draw downs will be evidenced by the execution of a drawdown note or similar instrument upon each draw.
ADDITIONAL PARITY BONDS:	[ALTERNATIVE] During the initial LOC Mode, the Issuer may issue additional bonds ("Additional Parity Bonds") secured by a parity pledge of the Net Revenues of the Tax if the total Net Revenues of the Tax for any twelve (12) months of the past eighteen (18) months preceding the issuance of the Additional Parity Bonds is not less than 1.5 times the highest combined debt service requirements for any succeeding fiscal year on the Bonds, any previously issued Additional Parity Bonds and the proposed Additional Parity Bonds.

CONTINUING DISCLOSURE:	During the initial LOC Mode, the Issuer will not be required to comply with the continuing disclosure requirements of Rule 15c2- 12 of the Securities and Exchange Commission. However, the Issuer will covenant to provide the Bank with the following information:
	[INSERT BANK'S LIST]
	AMORTIZING MODE
CONVERSION TO AMORTIZING MODE:	Upon tender and purchase of the Bonds from the Bank on the Mandatory Tender Date, the Bonds shall convert from the LOC Mode to the Amortizing Mode. The following terms shall apply during the Amortizing Mode.
TERMINATION OF DRAW DOWNS:	Upon conversion to the Amortizing Mode, the Bonds will function as fixed rate amortizing bonds. The Issuer's right to make periodic draw downs of principal (as provided in the LOC Mode) shall terminate.
PRINCIPAL AMORTIZATION:	Upon conversion to the Amortizing Mode, the Issuer shall establish a principal amortization schedule for the Bonds which shall provide for approximately level combined annual debt service payments on the Bonds and any Additional Parity Bonds.
OTHER PROVISIONS:	Upon conversion to the Amortizing Mode, the Issuer shall amend the resolutions, indentures or other documents setting forth the terms of the Bonds in order to establish or amend such provisions of the Bonds as necessary or desirable to complete the remarketing of the Bonds. Such provisions may include, without limitation: interest rates, redemption provisions, registration provisions, interest payment provisions, additional bonds provisions, and continuing disclosure provisions.
	MISCELLANEOUS

**LEGAL OPINION:** Mahtook & LaFleur, New Orleans, Louisiana is serving as Bond Counsel to the Issuer and will issue an opinion as to the due authorization, validity of the Bond. Such an opinion will be addressed to the Issuer and the Bank.

**BANK ELIGIBILITY:** Upon original issuance in the LOC Mode, the Bonds will be exempt from state taxation. The bonds will be subject to federal taxation.

**INVESTMENT LETTER:** The Bank acknowledges that Bonds are being Offered for purchase in a private sale only to "accredited investors" as defined in Section 501 of Regulation D of the Securities and Exchange Commission or to "qualified institutional buyers" as defined in Rule 144A of the Securities and Exchange Commission The Bank will be required to execute an investment letter indicating that it is an accredited investor or qualified institutional buyer, that it has made a full investigation of the Issuer and the Bonds, that it has not relied upon or requested that any official statement or other disclosure document be prepared, and that it is purchasing the Bonds for its own investment without any intention to sell any portion thereof to any person other than another accredited investor or qualified institutional buyer.

**BANK COUNSEL:** The Bank will require Bank Counsel with a fee not to exceed \$10,000 to be paid by the Issuer.

PROPOSAL ACCEPTANCE, EXPIRATION:

ELIGIBLE LENDERS,

The Bank's Offer to purchase the Bonds under the terms specified in this Offer shall be firm through 5:00 pm (CST) on [\_\_\_\_\_\_

\_\_\_\_\_, 2022] (the "Expiration Date"). In order to accept this Offer, the Issuer shall deliver an executed copy of this Offer to the Bank by the Expiration Date. If the Bank does not receive the executed copy of this Offer from the Issuer by the Expiration Date, this Offer shall expire and be null and void.

## **OFFERED BY:**

\_\_\_\_\_ BANK, acting on its own behalf [and as syndicator]

Name: Title: Date:

## ACCEPTED BY: Parish of Terrebonne

Gordon E. Dove President Date:

### EXHIBIT C

#### FORM OF DRAW DOWN REQUEST

#### \$50,000,000

#### TERREBONNE HURRICANE RECOVERY REVENUE BONDS PARISH OF TERREBONNE

#### SERIES 2022

Date: \_\_\_\_\_

Draw Number: \_\_\_\_\_

The undersigned Authorized Representative, acting for and on behalf of the Issuer pursuant to that Bond Ordinance adopted **January** \_\_\_\_, **2022** (the "**Bond Ordinance**"), hereby authorizes a draw against the principal amount of the Bonds in the amount of \$\_\_\_\_\_.\*

\*Must be in \$100,000 increments with a minimum of \$100,000.

The undersigned Authorized Representative further certifies that

1. The principal amount to be drawn is for the purpose of paying (a) Project costs which are currently due and payable, or have already been paid by the Issuer, or (b) capitalized interest on the Bonds;

2. Such amounts are a proper charge against the proceeds of the Bonds; and

3. Such amounts have not been the subject of any prior draw request.

## **TERREBONNE LEVEE AND CONSERVATION DISTRICT PARISH OF TERREBONNE, STATE OF LOUISIANA**

By:\_\_\_\_\_

KANDACE MAULDIN DIRECTOR OF FINANCE

Date Advanced: \_\_\_\_\_

Authorized Officer of \_\_\_\_\_Bank

NAME

## **EXHIBIT D**

## FORM OF PAYING AGENT AGREEMENT



Wednesday, January 12, 2022

#### Item Title:

Appointment of Parish Attorney and Assistant Parish Attorneys & Sign the Engagement Letter for Hebert & Marceaux

#### Item Summary:

Pursuant to Section 2-73 and 2-98 of the Parish Code, Parish President Gordon E. Dove recommends and requests the acceptance of his recommendation to appoint: Julius P. Hebert as Parish Attorney and the following as Assistant Parish Attorneys: Courtney Alcock, Derick Bercegeay, Vincent Dagate, Chris Erny, Kentley Fairchild, Craig Landry, John Lauden, Tanner Magee, Brian Marceaux, Michelle Neil, Brianna Wilson Orgeron, Gary Williams, and Patrick Yancy. (Must be held over two weeks)

ATTACHMENTS:		
Description	Upload Date	Туре
Executive Summary	1/5/2022	Executive Summary
Appointment Letter	1/5/2022	Backup Material
Engagement Letter	1/5/2022	Backup Material



# **EXECUTIVE SUMMARY**

## **PROJECT TITLE**

Appointment of Parish Attorney and Assistant Parish Attorneys

## PROJECT SUMMARY (200 WORDS OR LESS)

Gordon E. Dove recommends Julius P. Hebert as Parish Attorney. Gordon E. Dove recommends that following as Assistant Parish Attorneys: Courtney Alcock, Derick Bercegeay, Vincent Dagate, Chris Erny, Kentley Fairchild, Craig Landry, John Lauden, Tanner Magee, Brian Marceaux, Michelle Neil, Brianna Wilson Orgeron, Gary Williams, and Patrick Yancy.

## PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

All of these attorneys will be a great asset to Terrebonne Parish.

		T(	OTAL EXPENDITURE	
		AMOUNT SI	HOWN ABOVE IS: (CIRCLE ON	E)
		ACTUAL	ESTIM	ATED
	15	<b>PROJECTAL</b>	READY BUDGETED: (CIRCLE)	ONE)
N/A	NO	YES	IF YES AMOUNT BUDGETED:	

	COUN	NCIL D	ISTRIC	CT(S) II	МРАСТ	Г <b>ED</b> (Сн	RCLE ON	E)	
PARISHWIDE	1	2	3	4	5	6	7	8	9

Mike Toups, Parish Manager

22 Date



# Office of the Parish President

TERREBONNE PARISH CONSOLIDATED GOVERNMENT P.O. Box 6097 HOUMA, LOUISIANA 70361-6097



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

GORDON E. DOVE PARISH PRESIDENT

January 5, 2022

Members of the Terrebonne Parish Council Attn: Suzette Thomas, Terrebonne Parish Council Clerk

Re: Appointment of Parish Attorney

Dear Council Members:

Pursuant to Sections 2-73 and 2-98 of the Parish Code, please accept my recommendation of: Mr. Julius P. Hebert as Parish Attorney. Please also accept my recommendations of: Ms. Courtney Alcock, Mr. Derick Bercegeay, Mr. Vincent Dagate, Mr. Chris Erny, Mr. Kentley Fairchild, Mr. Craig Landry, Mr. John Lauden, Mr. Tanner Magee, Mr. Brian Marceaux, Mrs. Michelle Neil, Mrs. Brianna Wilson Orgeron, Mr. Gary Williams, and Mr. Patrick Yancy as Assistant Parish Attorneys.

I will place this matter on the agenda of the January 12, 2022 Regular Session meeting.

I respectfully request your ratification of these appointments at the January 26, 2022 Regular Session Meeting.

Respectfully,

young Dave

Gordon E. Dove Parish President

CC: Council Reading File Administration Reading File



Attorneys and Counselors at Law (A Limited Liability Co. of Professional Law Corporations) Phone: (985) 876-4324 Fax: (985) 876-4325 www.hmlawfirm.com

Derick A. Bercegeay

- \* Julius P. Hebert, Jr.
- \*# Brian J. Marceaux
- \* A Professional Law Corporation
- # Also Admitted in Texas

Attorney/Client Privilege Conf. Terrebonne Parish Consolidated Government Attn: Parish President Gordon Dove 8026 Main Street Suite 600 P. O. Box 2768 Houma, LA 70361

> Re: Engagement Letter Agreement between Terrebonne Parish Consolidated Government & Hebert & Marceaux, LLC Regarding Legal Representation

Dear Parish President Dove:

We are pleased to continue representing the Terrebonne Parish Consolidated Government (TPCG) as a client of Hebert & Marceaux, LLC. We appreciate the opportunity to act as the TPCG legal representative. We are resending this agreement for execution under your authority to represent the TPCG. This letter expresses our engagement agreement.

January 4, 2022

#### I. SCOPE OF SERVICES

Represent the TPCG pursuant to Terrebonne Parish Charter & Code including, but not limited to, 4-03, 2-73. 2-111 in legal services – litigation and non-litigation.

The scope of our engagement may change if the TPCG requests that we provide different services and we agree to provide them. If our engagement changes, the terms set out in this letter will apply to the expanded engagement, unless we enter into a further written agreement modify or superseding this one. Our representation is not exclusive and does not preclude Hebert & Marceaux, LLC., from representing other clients that do not present conflicts of interest.

juleshebert@hmlawfirm.com • brianmarceaux@hmlawfirm.com • derickb@hmlawfirm.com

#### II. STAFFING

Julius P. Hebert, Jr. will be the Parish Attorney and department head. Brian J. Marceaux will be an Assistant Parish Attorney. Additionally, Derick Bercegeay and Brianna Wilson Orgeron will be the Assistant Parish Attorneys directly working with Hebert & Marceaux, LLC. Derick Bercegeay and Brianna Wilson Orgeron will be directly employed by Hebert & Marceaux, LLC as "at will" employees. The firm name is Hebert & Marceaux, LLC.

As Parish Attorney, Julius P. Hebert, Jr. has the right and authority to distribute work, at his discretion, or a requested by TPCG, to TPCG approved assistants and/or the special attorneys. Julius P. Hebert, Jr. will be the attorney responsible for overall supervision of the legal department services provided to the TPCG. Julius P., Hebert, Jr. will have authority over all Assistants and/or Special Attorneys regarding the TPCG legal work.

The TPCG appointed assistant and/or special attorneys not employed by and/or are Of Counsel to Hebert & Marceaux, LLC, will be considered independent contractors and not employees and/or members of Hebert & Marceaux, LLC. Those attorneys will have direct responsibility over their own work. However, Julius P. Hebert, Jr., will set forth reporting requirements, review and approve their fees and expenses, review and supervise monthly litigation reports, and have final approval and authority over their work. All Assistant and/or Special Attorneys that are not employed directly by Hebert & Marceaux, LLC as W-2 employee, shall, pay their own overhead costs and provide their own errors and omissions insurance to the TPCG.

# III. CONTRACTUAL RATES AND BILLING PROCEDURES FOR LEGAL SERVICES

The charge for legal services are based upon hourly rates established for all attorneys and professionals and the time they spend on the TPCG matters.

All cases in litigation	\$150.00/hour
All other general legal work not in litigation	\$150.00/hour

Our hourly time is billed in increments of 1/10 of an hour.

We will bill on a monthly basis. Our bills are due and payable upon receipt and become past due after 30 days. It is our experience that our firm and our clients both benefit when bills are promptly paid. If the TPCG has any questions or concerns about the form in which TPCG bills are presented, please raise them immediately. The payment and reimbursement of costs and expenses shall also be applicable for all assistant parish attorneys/special assistants who are not employed by Hebert & Marceaux, LLC.

#### IV. REIMBURSEMENT OF COSTS AND EXPENSES

In addition to fees, the TPCG will be responsible to pay for the disbursements and certain other expenses incurred as a result of our engagement.

The TPCG will be charged for file and litigation expenses we incur on the TPCG's behalf for such items as filing fees, experts, court costs, depositions, necessary filing expenses, courier charges, travel expenses of attorneys, research (Westlaw computer charges not part of our normal plan), and other disbursements customarily charged. These expenses will include photocopying at \$.25 cents per page. These expenses will be billed monthly.

#### V. PAYMENT

To facilitate prompt payment, bills will be rendered directly to the TPCG, with copies provided in accordance with the TPCG instructions. The TPCG should be aware that the firm may terminate its legal services and withdraw from this engagement in the event our fees and other charges are not promptly paid. In addition, if our engagement is terminated by either one of us for any reason, the TPCG will remain obligated to pay us for any fees and charges incurred before the termination date.

#### VI. RESPONSIBILITIES OF ATTORNEY AND CLIENT

We will provide strictly legal services to the TPCG in connection with this engagement. Unless we are specifically requested, the TPCG is not relying on us for, and we are not providing, any business, investment, insurance, or accounting decisions or any investigation of the character or credit of persons with whom the TPCG may be dealing. We specifically do not provide tax advice.

In order for us to assist the TPCG effectively and efficiently, we expect that the TPCG provide us with the factual information that the TPCG has related to the subject matter of our engagement. We encourage the TPCG to share with us at all times the TPCG's expectations and any concerns regarding our services at any time during the course of our representation. We believe that the TPCG should be actively involved in the strategy and management of the TPCG legal affairs and our goal is to encourage candid and frequent communication between us. We will keep the TPCG informed of developments regarding the TPCG matters and will consult with the TPCG as necessary to ensure the timely, effective, and efficient completion of our work.

Following the conclusion of our representation, any otherwise non-public information the TPCG has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the TPCG's request, the TPCG papers and property will be returned to the TPCG, for which we charge reasonable copying costs. Our own files pertaining to the matters will be retained by the firm. These firm files include, for example, firm administrative records and time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda,

legal and factual research including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expense, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us unless otherwise specifically required by law. Unless otherwise required by law, Hebert & Marceaux, LLC shall be legally obligated to retain files for five years upon conclusion of a case. Hebert & Marceaux, LLC is authorized to preserve filed in hard copy and/or electronically. The TPCG acknowledges the expense in the storage of filed and authorizes Hebert & Marceaux, LLC. to dispose of the filed at Hebert & Marceaux, LLC's discretion at the end of five years.

We pride ourselves on maintaining a good working relationship with our clients. If the TPCG becomes dissatisfied with any aspect of our relationship, we encourage the TPCG to bring that to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

#### VII. SIGNATURE

While we would prefer to confirm the terms of our engagement by a less formal method than a written statement such as this, we believe that it is helpful to memorialize the terms in wiring. We do request that the TPCG review this letter carefully and, if it is consistent with the TPCG understanding of our respective responsibilities, please return a signed copy. Upon execution of this agreement, please return the original and keep a signed copy for the TPCG records.

We look forward to working with the TPCG. Please do not hesitate to call if the TPCG has any questions concerning anything outlined in this letter or any other aspect of our engagement.

Very truly yours,

Julius P. Hebert, Jr. On Behalf of Hebert & Marceaux, LLC.

Acknowledged and Agreed: Terrebonne Parish Consolidated Government President Gordon Dove

Printed Name:	
Date:	



Wednesday, January 12, 2022

#### Item Title:

Mr. Floyd Bergeron - Fireworks and Parish Government

## Item Summary:

Mr. Floyd Bergeron wishes to address the Council relative to Fireworks and Parish Government.

## **ATTACHMENTS:**

**Description** Speaker Card **Upload Date** 1/4/2022

**Type** Backup Material

# SPEAKER CARD

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. . . .

to the start of the meeting.	- -
If you wish to address the Council relative to:	Staff Reports
Approval of Minutes	Item under "General Business"
Approval of Accounts Payable Bill Lists	Committee Reports
Approval of Manual Check Lists	Other
Please note before submitting speaker card.	
Name: Floyd Bergeron	Date: 01 04 22
Address, Affiliation, or Representation:	
201 Kellie Drive	· ·
I wish to address the Council regarding:	
	h Government.

.

Category Number: 3. Item Number: B.



Wednesday, January 12, 2022

**Item Title:** Public Wishing to Address the Council

## Item Summary:

As per speaker cards.



Wednesday, January 12, 2022

#### Item Title:

Proposed Ordinance to rename Gray Recreation Park to Randolph Park

#### Item Summary:

An ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to change the name of Gray Recreation Park to Randolph Park.

1. Consider the adoption of the ordinance.

ATTACHMENTS:		
Description	Upload Date	Туре
Executive Summary	12/7/2021	Executive Summary
Resolution	12/7/2021	Resolution
Proposed Ordinance	12/7/2021	Ordinance
Cover Memo	12/7/2021	Cover Memo
Exhibit A - Amendments	12/7/2021	Exhibit



### EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

#### **PROJECT TITLE**

Resolution introducing an Ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Article II, of the Parish Code to rename Gray Recreation Park to Randolph Park and calling for a public hearing on Wednesday January 12, 2022 at 6:30 pm.

#### PROJECT SUMMARY (200 WORDS OR LESS)

A Resolution giving Notice of Intent to adopt an Ordinance to amend Section 21-30(a) and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include Randolph Park among the list of parks.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

At their meeting on Wednesday October 6, 2021, Recreation District No. 1. Board passed a motion to rename Gray Recreation Park to Randolph Park in honor of Mr. Larry J Randolph who was instrumental in the creation and development of this park over the years. By adding the renamed park to the list, it will establish the parks hours (essentially dusk until dawn) and list it amongst the drug free zones thus giving our law enforcement personnel the ability to fine and remove those who violate these ordinances.

	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)									
PARISHWIDE	1	<u>2</u>	3	4	5	6	7	8	9

<u>Chris Pulaski</u> Christopher Pulaski, PLA Planning & Zoning Director \_\_\_\_12/07/21\_\_\_\_ Date OFFERED BY: SECONDED BY:

**RESOLUTION NO.** 

A Resolution giving Notice of Intent to adopt an ordinance to amend Section 21-30(a) to include Randolph Park and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to change the name of Gray Recreation Park to Randolph Park in honor of Mr. Larry J Randolph as well as to establish hours of operation and list it as a drug free zone for the use and enjoyment of the citizens of Terrebonne Parish.

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 amend Section 21-30(a) and Section 21-31 of Chapter 21, Recreation and Parks, Article II, Parish Generally, of the Parish Code to include Randolph Park in honor of Mr. Larry J Randolph as well as to establish hours of operation and list it as a drug free zone.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, January 12, 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 \_\_\_\_\_, 2021.

\* \* \* \* \* \* \* \* \*

I, SUZETTE THOMAS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development and Planning Committee on \_\_\_\_\_\_, 2021 and subsequently ratified 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

#### OFFERED BY: SECONDED BY:

#### ORDINANCE NO.

# AN ORDINANCE TO AMEND SECTION 21-30(A) AND SECTION 21-31 OF CHAPTER 21, RECREATION AND PARKS, ARTICLE II PARISH GENERALLY, OF THE TERREBONNE PARISH CODE.

WHEREAS, Sec. 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matter necessary, requisite or proper for the management of 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, the Terrebonne Parish Council and Terrebonne Parish Administration wishes to include Randolph Park under Section 21-30(a) and change the name of Gray Recreation Park to Randolph Park in Section 21-31 in honor of Mr. Larry J Randolph as well as to establish hours of operation and list the park as a drug free zone for the use and enjoyment of the citizens of Terrebonne Parish; and

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

#### SECTION I

Chapter 21, Article II, Section 21-30(a) and Section 21-31 of the Terrebonne Parish Code be amended as per the attached Exhibit A.

#### SECTION II

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

#### SECTION III

This ordinance shall become effective upon approval by the Parish President.

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, the \_\_\_\_\_ day of \_\_\_\_\_ 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





# TERREBONNE PARISH CONSOLIDATED GOVERNMENT

P.O. BOX 6097 HOUMA, LOUISIANA 70361 (985) 868-5050 P.O. BOX 2768 HOUMA, LOUISIANA 70361 (985) 868-3000

# MEMORANDUM

То:	Hon. Gordon E. Dove Parish President
From:	Chris Pulaski Director, Planning & Zoning Department
Date:	December 7, 2021
Re:	Resolution to Introduce Ordinance to amend Sec 21-30(a) and Sec 21-31 to include Randolph Park among list of parks

This proposed inclusion of Randolph Park will rename Gray Recreation Park in honor of Mr. Larry J Randolph as per the Rec District 1 Board approval as well as allow for this park to be included as a park to establish hours of operation and list it as a drug free zone so that law enforce may enforce these ordinances.

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

# Exhibit A – Amendments to Sec. 21-30(a) and 21-31

# Sec. 21-30. - Same—In parks, playgrounds.

(a) The use, possession or presence of alcoholic beverages shall be prohibited in the confines of the parks/playgrounds listed below:

Dumas Park Southside Park Hormann Park Lee Avenue Park Ernest C. Moss Memorial Park Charlton P. Rozands Park **Barrios Park** June Drive Park Mulberry Park Summerfield Park Southdown West Park Harmon Park Authement Street Park Morning Star Baptist Church located at 108 Livas Lane Houma Heights Park

Randolph Park

# Sec. 21-31. - Drug-free zones.

In accordance with the provisions of Act 171 of the 1989 Legislature (R.S. 17:402 et seq.), the maps attached to the ordinances from which this section is derived and incorporated herein by reference are hereby established as the boundaries of the following parks and recreation areas, which are hereby established as drug-free zones of Terrebonne Parish:

**Bourg Recreation Complex** 

Dumas Auditorium and Recreation Complex

Charlton P. Rozands Park

Lee Avenue Park

VFW Park between Barrow and Roussel

Ernest C. Moss Memorial Park

Houma Highrise Complex

Crozier Subdivision Park

Gibson Recreation Complex

**Donner Recreation Complex** 

Recreation District No. 9 Complex area

Village East Park

Friendswood School and Park

Dulac Community Center

Bayou Dularge Recreation Center

Grand Caillou Swimming Pool and Playground

East Houma Recreation Complex (located on the air base)

Mahler Street Park

Legion Avenue Park Harmon Park Williams Avenue Recreation Complex Legion Park Area Schriever Recreation Center Andrew Price Recreation Center Gray Recreation Park Site Randolph Park Oakshire Recreation Park/Gym Authement Street Park St. Gregory Catholic School (District 4) Mount Olive Baptist Church in Gray Mount Vernon United Methodist Church in Gray Eaglewright Baptist Church along Highway 316 First Baptist Church along Highway 24 South First Baptist Church along Main Street New St. Matthews Baptist Church along Smith Lane New Rising Sun Baptist Church along St. Charles New Salem Baptist Church along Lafayette Street Beautiful Zion Baptist Church along Railroad Street Wesley United Methodist Church along Canal Street Pleasant View Baptist Church along Naquin Street House of the Lord along Hobson Street An unknown named church along Antoine Street

Sunlight Baptist Church along Bull Run Road

St. Lawrence Catholic Church along Bull Run Road

Triumph Baptist Church along Highway 182

St. James Baptist Church along South Bayou Black Drive

St. Patrick Catholic Church along Carrol Street

Mount Pilgrim Baptist Church along Parish Road 15

Beulah Baptist Church along Parish Road 15

Smithridge Gym/Ball Park(located in the Smithridge Community of Chauvin)

Morning Star Baptist Church located at 108 Livas Lane

Merry Oaks Preschool (Ord. No. 8275)

#### <u>Houma Heights Park</u>

(Ord. No. 4733, § I, 11-6-91; Ord. No. 4734, § I, 11-20-91; Ord. No. 4754, § I, 1-8-92; Ord. No. 4783, § I, 2-26-92; Ord. No. 4815, § I, 4-8-92; Ord. No. 4822, § I, 4-22-92; Ord. No. 4855, § I, 6-10-92; Ord. No. 4940, § I, 10-14-92; Ord. No. 5200, § I, 2-23-94; Ord. No. 5227, § I, 4-27-94; Ord. No. 5239, § I, 5-11-94; Ord. No. 5250, § I, 5-25-94; Ord. No. 5765, § I, 4-9-97; Ord. No. 5775, § I, 5-14-97; Ord. No. 5910, § I, 5-27-98; Ord. No. 5930, § I, 7-8-98; Ord. No. 5966, § I, 9-23-98; Ord. No. 6265, § I, 6-28-00; Ord. No. 6278, § I, 7-26-00; Ord. No. 6742, § I, 3-26-03; Ord. No. 8275, § I, 3-27-13)

Cross reference— Drug-free zones, § 13-3.



Wednesday, January 12, 2022

#### Item Title:

Civic Center Security Fees

#### Item Summary:

An ordinance to amend the Houma-Terrebonne Civic Center's standard rental agreement to update by increasing the security fees rate effective as of January 12, 2022 from \$30.00 per hour to \$45.00 per hour for off duty detail rates with a four-hour minimum per officer and to update the provisions of the agreement in general.

1. Consider the adoption of the ordinance.

ATTACHMENTS:		
Description	Upload Date	Туре
Executive Summary	12/10/2021	Executive Summary
Ordinance	12/10/2021	Ordinance
Backup	12/10/2021	Backup Material



# **EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE** 

Civic Center Security Fees

# PROJECT SUMMARY (200 WORDS OR LESS)

An ordinance to amend the Houma-Terrebonne Civic Center's standard rental agreement to update by increasing the security fees rate effective as of January 12, 2022 from \$30.00 per hour to \$45.00 per hour for off duty detail rates with a four-hour minimum per officer and to update the provisions of the agreement in general.

# PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See above.

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

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

s/Dean Schouest

Signature

Date

OFFERED BY: SECONDED BY: ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE HOUMA-TERREBONNE CIVIC CENTER'S STANDARD RENTAL AGREEMENT TO UPDATE BY INCREASING THE SECURITY FEES RATE EFFECTIVE AS OF JANUARY 12, 2022 FROM \$30.00 PER HOUR TO \$45.00 PER HOUR FOR OFF DUTY DETAIL RATES WITH A FOUR-HOUR MINIMUM PER OFFICER AND TO UPDATE THE PROVISIONS OF THE AGREEMENT IN GENERAL.

WHEREAS, the Terrebonne Parish Council approved and adopted the Standard Rental Agreement for the Houma-Terrebonne Civic Center by Ordinance No. 8878, approved in July of 2017; and

WHEREAS, an item needs to be updated on the Standard Rental Agreement for rental of the Houma-Terrebonne Civic Center, the provision to increase the security fees rate effective as of January 12, 2022 from \$30.00 per hour to \$45.00 per hour for off duty detail rates with a four-hour minimum per officer; and

**WHEREAS,** the Terrebonne Parish Consolidated Government desires to amend the Standard Rental Agreement to increase the security fees rate effective as of January 12, 2022 from \$30.00 per hour to \$45.00 per hour for off duty detail rates with a four-hour minimum per officer; and

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

#### **SECTION I**

The **Houma-Terrebonne Civic Center Standard Rental Agreement**, a copy of which is annexed hereto and incorporated herein, is hereby approved and adopted and shall serve as the standard form of agreement between the Terrebonne Parish Consolidated Government and any Lessee wishing to rent space at the Houma-Terrebonne Civic Center for an event.

#### **SECTION II**

The **Houma-Terrebonne Civic Center Standard Rental Agreement** shall be and is hereby codified as Form 3 of Appendix C of the Terrebonne Parish Code of Ordinances and replaces the earlier version.

#### **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**

Except as otherwise provided for herein, 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:		
ABSTAINING: NOT VOTING:		
ABSENT:		
The Chairman declared the ordinance adopted on this	_ day of	, 20

\_\_\_\_\_, CHAIRMAN **TERREBONNE PARISH COUNCIL** 

SUZETTE THOMAS COUNCIL CLERK **TERREBONNE PARISH COUNCIL** 

\* \* \* \* \* \* \* \* \*

Date and Time Delivered to Parish President:

Approved \_\_\_\_\_\_Vetoed \_\_\_\_\_\_Vetoed \_\_\_\_\_\_Vetoed \_\_\_\_\_\_Vetoed \_\_\_\_\_\_Vetoed \_\_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed \_\_\_\_\_Vetoed 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 \_\_\_\_\_, 20\_\_\_, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

SUZETTE THOMAS COUNCIL CLERK TERREBONNE PARISH COUNCIL

#### HOUMA-TERREBONNE CIVIC CENTER STANDARD RENTAL AGREEMENT

This Agreement made **DATE**, by and between:

#### I. PARTIES

- 1.1. Terrebonne Parish Consolidated Government ("Lessor"), a political subdivision of the state of Louisiana, owner and operator of the Houma-Terrebonne Civic Center, 346 Civic Center Boulevard, Houma, LA 70360, sometimes hereinafter referred to as "TPCG" or "Houma-Terrebonne Civic Center," represented herein through its Parish President or designee by virtue of the Terrebonne Parish Code of Ordinances, Section 2-406(c)(3); and
- 1.2. LESSEE, whose pertinent information is as follows:

#### LESSEE NAME: \_

AUTHORIZED AGENT (if Lessee is a company):\_\_\_\_\_

#### MAILING ADDRESS: \_

LESSEE/AGENT TELEPHONE:\_\_\_\_\_

#### LESSEE/AGENT EMAIL:\_

who, in consideration of the covenants and agreements herein contained and to be performed by the parties hereto, it is mutually agreed as follows:

#### II. PREAMBLES

- 2.1. WHEREAS, Terrebonne Parish Consolidated Government operates the Houma-Terrebonne Civic Center through the Civic Center Director in the City of Houma, Louisiana, Parish of Terrebonne.
- 2.2. WHEREAS, Lessee desires to lease space in said Houma-Terrebonne Civic Center.
- 2.3. NOW THEREFORE, and in consideration of the following Promises, Covenants, and Conditions, the parties hereto agree as follows:

#### **III. FACILITIES; LEASED PREMISES**

- 3.1. For the purposes of this Agreement, "Facilities" shall mean all property, movable or immovable, located at 346 Civic Center Boulevard and 356 Civic Center Boulevard, Houma LA 70360, bearing Terrebonne Parish Tax Parcel No. 43587, and more fully described in the conveyance records referenced in the Tax Assessment Listing for the said parcel, including, but not limited to, buildings; halls, rooms, fixtures and equipment within the buildings; and all common areas, including, but not limited to, the land, parking lots and their fixtures, sidewalks, lobbies, entryways, restrooms, and walkways.
- 3.2. For the purposes of this agreement, "Leased Premises" shall mean only those portions of the Facilities leased to Lessee by the TPCG, as defined in Section 3.3 of this Agreement. "Leased Premises" shall include the common areas of the Facilities customarily accessed during the lease of the Leased Premises and shall include any standard fixtures unless specifically excluded from rental, or required to be rented, within the Leased Premises.
- 3.3. Terrebonne Parish Consolidated Government does hereby lease to Lessee, the Leased Premises, specified as follows, and for the following (and no other) purpose:

Specific Area(s):

#### **Event Name:**

#### IV. TERM; EFFECTIVE DATE

- 4.1. The term of this Rental Agreement shall be a period of <u>NUMBER</u> day(s), that being <u>DAY, MONTH, YEAR</u> <u>OF EVENT</u>, and no more (herein after "Term").
- 4.2. In order for this Agreement to be fully complete and binding against TPCG, all of the following conditions must be met:
  - 4.2.1. Lessee shall submit an original, signed Rental Agreement to the Houma-Terrebonne Civic Center Director on or before <u>DATE</u>.
  - 4.2.2. The Houma-Terrebonne Civic Center Director or Parish President must sign the Rental Agreement.
  - 4.2.3. Lessee shall pay all required deposits.

#### V. CANCELLATION; TERMINATION

- 5.1. <u>Cancellation by Lessee</u>. Lessee must submit written notice of cancellation to the Houma-Terrebonne Civic Center to cancel, in part or in full, the event described in this Agreement. If Lessee cancels event less than 180 days prior to the event date for the rental of Hall A and/or B and/or parking lot; or less than 90 days prior to the event date for the rental of any Meeting Room, Lessee shall forfeit all deposits and rental fees paid, and all remaining deposits, fees, and charges owed to Lessor under this Agreement shall come due immediately and without notice to Lessee. Lessee agrees that these amounts are reasonable liquidated damages for its breach of this Agreement.
- 5.2. <u>Cancellation by Lessee for Charitable Gaming Events</u>. For charitable gaming events only, to comply with Louisiana Office of Charitable Gaming laws and regulations, the cancellation of such Event may be for convenience and made by 30 days written notice by either party to the other. Should Lessee cancel the Event less than 30 days prior to the date of the Event, Lessee shall be assessed liquidated damages in the amount owed in 6.1.1.1, except however, for cancellation due to action, or delay in application processing, by the Louisiana Office of Charitable Gaming.
- 5.3. <u>Cancellation by Lessor</u>. Should the Lessor determine, in its sole discretion, that the Event scheduled is not appropriate for the Houma-Terrebonne Civic Center, Lessor reserves the right to cancel the event at least 30 days prior to event date by providing written notice to Lessee accompanied by a refund of the deposit and rental fees paid.

5.4. <u>Non-Appropriation of Funds</u>. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Rental Agreement are not appropriated by Lessor in any fiscal year covered by this agreement, this agreement may be terminated by the Lessor giving notice to Lessee of such facts and Lessor's intention to terminate its financial obligation.

# VI. CONSIDERATION; SCHEDULE OF PAYMENTS

6.1. In consideration of the lease of the Leased Premises for the purposes described herein, Lessee shall pay Houma-Terrebonne Civic Center as follows:

#### 6.1.1. FOR CHARITABLE GAMING EVENTS:

- 6.1.1.1. COMPREHENSIVE RENTAL
  - \*This comprehensive rental fee shall be all inclusive of rent and estimated equipment and ancillary fees to host the event, with the exception of event security, to comply with Louisiana Office of Charitable Gaming laws and regulations.

#### 6.1.2. FOR NON-CHARITABLE GAMING EVENTS:

- 6.1.2.1. EVENT TIME
- 6.1.2.2. ROOM
- 6.1.2.3. RENTAL FEE
- 6.1.2.4. LESS DISCOUNT, Sec. 2-406(b)(9)
- 6.1.2.5. PARKING LOT FEE, if applicable \_\_\_\_\_
- 6.1.2.6. MOVE IN FEE, if applicable
- 6.1.2.7. SET-UP FEE
- 6.1.2.8. MISC. FEE, if applicable

## 6.1.2.9. **GRAND TOTAL**

## 6.1.3. OTHER EQUIPMENT FOR NON-CHARITABLE GAMING EVENTS:

- 6.1.3.1. Either at the time of execution of this Agreement, or at such time that Parties finalize a list of additional services and/or equipment to be rented or required for the Event, the Civic Center Director may attach a price list in the form of a written addendum to this Agreement. Any addendum shall be acknowledged by the authorized representatives of both Parties, and same shall be a part of and incorporated into this Agreement as if copied herein in their entirety.
- 6.1.3.2. After the effective date of this Agreement, through and including the time of the Event, Lessee may request, and, at the discretion of the Civic Center Director, Lessor may add additional services and/or equipment rentals to this agreement. Any additions shall be a part of and incorporated into this Agreement as if copied herein in their entirety.
- 6.1.3.3. The prices listed on any addendum and/or additions shall be charged to Lessee in addition to the Fees outlined in Section 6.1.2 above, and shall be paid by Lessee to Lessor in accordance with this Agreement, or upon invoice or other demand by the Civic Center Director.
- 6.2. Lessee shall, on or before the following dates, deposit with the Houma-Terrebonne Civic Center the required amounts as specified:

1 <sup>st</sup> Payment of \$	DUE: DATE
2 <sup>nd</sup> Payment of \$	DUE: DATE
3rd Payment of \$	DUE: <u>DATE</u>

- 6.3. All payments are to be made payable to Houma-Terrebonne Civic Center, 346 Civic Center Blvd., Houma, LA 70360.6.4. The consideration herein shall be for the entire Agreement, and not for just the rental or each individual Article or
- Subsection.
- 6.5. Failure to make deposits on time shall constitute immediate breach of this agreement by Lessee. The Parties agreed that in that event, Houma-Terrebonne Civic Center will retain the deposit and the rental fees and Lessee agrees that liquidated damages in that amount are reasonable. All deposits will be credited against costs when event is invoiced. Incidental costs and balance of rental fee, if any, are due upon receipt of invoice.

#### VII. CATERING, CONCESSIONS, AND NOVELTIES

**DEPOSIT:** 

- 7.1. The Houma-Terrebonne Civic Center's official in-house concessionaire and approved caterers are exclusively the only parties allowed to serve food and beverage of any kind or quantity at the Facilities. Consumables that are to be given to attendees free of charge must be approved in writing and in advance by Civic Center Management. For events where food booths or donated food items are requested by Lessee and approved by Civic Center Director, a per-booth fee or buyout fee will be charged, with a minimum fee of \$250.
- 7.2. Houma-Terrebonne Civic Center reserves all rights not specifically granted to Lessee under the terms hereof, including but not limited to, all parking rights and privileges, the sale of all concessions items, programs, novelties, including but not limited to the sale of alcoholic beverages, and all rights to set up and operate any and all concessions. The Lessee shall not sell, bring to Facilities, or provide any food, refreshments, beverages, tobacco products, flowers, candies, printed matter of any kind, photographs or any other materials without the prior written consent of the Houma-Terrebonne Civic Center Director. If Lessee desires to sell novelty items, it must be pre-approved in writing by Civic Center Director. On those items that Civic Center Director specifically grants rights, the Lessee may be required to pay the Houma-Terrebonne Civic Center a 25% commission on total sales, net of applicable sales tax.
- 7.3. Lessee further agrees to submit to Houma-Terrebonne Civic Center Director a complete list of exhibitors, if applicable, along with a description of the products or services that will be sold or distributed by such exhibitors. The purpose of this list is to protect against Lessee's infringement of Houma-Terrebonne Civic Center's exclusive rights hereunder.

# VIII. EVENT SECURITY

The Houma Police Department shall provide required security for events held at the Facilities, to be determined by Civic Center Management in consultation with the Houma Police Department. Lessee may not contract with an outside source for event security without written consent of the Houma-Terrebonne Civic Center Director. The rate for security services shall be in addition to the rental rate established above, and shall be \$45.00 per hour per police officer, or such applicable rates in effect at the time of the Event, as may be changed from time to time. Security services shall be scheduled for a minimum of four hours. If security services are needed beyond the scheduled time, Lessee shall be billed for the additional hours upon show settlement. If police vehicles are necessary for traffic control or grounds patrol during the event, Lessee shall be charged \$45.00 per day per police vehicle.

#### IX. INSURANCE

- 9.1. Lessee shall provide an original certificate of insurance evidencing comprehensive liability and property damage with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Louisiana, naming, TERREBONNE PARISH CONSOLIDATED GOVERNMENT, HOUMA, LOUISIANA as an additional insured.
- 9.2. The certificate of insurance must be filed with the Houma-Terrebonne Civic Center office no later than 14 days prior to the first day of the Event.
- 9.3. Where only a meeting room(s) has been leased, Lessee shall provide an original certificate of insurance evidencing comprehensive liability and property damage with coverage of at least five hundred thousand dollars (\$500,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Louisiana, naming, TERREBONNE PARISH CONSOLIDATED GOVERNMENT, HOUMA, LOUISIANA as an additional insured.
- 9.4. Lessee's insurance, as required herein, shall be considered the primary insurance coverage for any claim hereunder.
- X. HOLD HARMLESS AND INDEMNIFICATION; DISCLAIMER OF LIABILITY; WAIVER 10.1. Lessee, in using the Facilities, whether such premises or equipment are specifically described or not, does so at its own risk. To the fullest extent of the law, Terrebonne Parish Consolidated Government shall not be liable for any damages to property or damages arising from personal injuries sustained by Lessee or any of the Lessee Responsible Parties, in or about the Facilities, the Leased Premises, or any portion thereof. Lessee assumes full responsibility for any property damage or injury which may occur to Lessee, and Lessee Responsible Parties in or about the Facilities, Leased Premises or any portion thereof, and Lessee does hereby fully and forever, on its own behalf as well as on behalf of its agents, release and discharge the Indemnitees, in both their individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the use of the Facilities, Leased Premises, or any other portion thereof, whether specifically described in this agreement or not.
- 10.2. Lessee shall conduct its activities upon the Leased Premises so as not to endanger any person lawfully thereon. Lessee agrees that it has inspected the Leased Premises and that Leased Premises are in proper condition for the Lessee's event. Lessee assumes full responsibility and liability for the condition of the Leased Premises. Lessee agrees to defend, protect, 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, in official and individual capacities, (hereinafter, (Indemnitees") from and against any and all responsibility, loss, claims, lawsuits, liens, and demands for damages by any person, including but not limited to Lessee's agents, servants, employees, customers, patrons, performers, contractors, guests, invitees, and volunteers (the "Lessee Responsible Parties"), under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising directly or indirectly from this agreement, and/or the Leased Premises, 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 (i) any breach, act, or omission, whether intentional or unintentional, and any negligence, willful misconduct, or liability of Lessee, its partners, directors, agents, servants, officers, assignees, contractors, concessionaires, customers, and/or employees, including volunteers, on or about the Leased Premises, (ii) any breach of this agreement, or violation of, or failure of Lessee to perform or observe, the terms and conditions of this Lease Agreement; and (iii) the failure or alleged failure of the Leased Premises or Lessee's occupancy thereof to comply with any law. This assumption of responsibility and liability by Lessee includes without limitation all liability assumable by a tenant under Louisiana Revised Statute 9:3221. This assumption of responsibility and liability by Lessee further includes all damages caused by water, frost, weather, steam, sewage, electricity, sewer gas or odors, or by the bursting or leaking of pipes or plumbing work, and applies equally whether such damage be caused by the act or neglect of any third party. Further, and a result of any such claims, lawsuits, and demands, Lessee agrees 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.
- 10.3. Notwithstanding any provision to the contrary herein, in the event the Lessor is liable for any damages, the Parties agree that under no circumstances shall TPCG be liable to Lessee for lost profits, lost production, delay damages, consequential damages, costs of replacement, or business interruption costs.

#### XI. IMMUNITY

- 11.1. The Facilities, as described herein, is a cultural facility, as provided by the Terrebonne Parish Code of Ordinances, Section 2-401(a)(3).
- 11.2. "Recreation" is defined as a refresher of body or mind, play, sport, relaxation, enjoyment, or diversion such as passes time or amuses for pleasure. The Parties agree that the Leased Premises are being rented for recreational purposes, and TPCG, its employees, agents, servants, volunteers, officials, officers and volunteers are granted immunity under

state law to the fullest extent possible, including, but not limited to the immunities set forth in Louisiana Revised Statutes 9:2791 and 2795.

#### \_LESSEE'S INITIALS REQUIRED IF EVENT IS FOR RECREATIONAL PURPOSES.

#### XII. LESSOR'S RIGHTS DURING RENTAL; LESSEE'S COOPERATION

- 12.1. Houma-Terrebonne Civic Center retains and does not relinquish the right to issue and enforce such rules and regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the facility. Houma-Terrebonne Civic Center's employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to perform their duties. Houma-Terrebonne Civic Center reserves the right for itself and for its agents or security to remove any objectionable person or persons from the Facilities. The Lessee agrees that it will not allow any person at, in, or about the Facilities who shall, upon reasonable, non-discriminatory grounds, be prohibited from being at the Facilities, and the Lessor may, at its sole option, remove such person.
- 12.2. Lessee acknowledges that the Houma-Terrebonne Civic Center will make available for lease by others such portions of the Facilities that are not subject to this agreement. The Lessee agrees to cooperate in good faith with the Houma-Terrebonne Civic Center and those persons using other portions of the Facilities.
- 12.3. TPCG also retains the right to schedule other events in the Facilities both before and after the Term of this Agreement without notice to Lessee.

#### XIII. RETENTION OF LOST ARTICLES

Upon expiration of the Term or termination of this Agreement, the Houma-Terrebonne Civic Center shall have the sole right to collect and retain custody of articles left, lost or checked in the Facilities by persons attending any event held at the Facilities. After a six month period, items unclaimed shall be forwarded to TPCG's Purchasing Department for processing and disposal.

#### XIV. BOX OFFICE; TICKETS; CAPACITY

14.1. Houma-Terrebonne Civic Center shall have complete and sole supervision of the sale and collection of all tickets and at such places as Houma-Terrebonne Civic Center, in its sole discretion, deems is necessary and expedient, unless otherwise provided in the following space:

14.2. Houma-Terrebonne Civic Center shall have complete custody and control of all moneys received from the sale of tickets, wherever sold and admission fees wherever received. All such funds shall be rightful property of Houma-Terrebonne Civic Center, the purpose of applying same in accordance with the terms and conditions of the agreement toward payment of any balances for rent and/or otherwise due or to become due to Houma-Terrebonne Civic Center for any purpose whatsoever.

- 14.3. Houma-Terrebonne Civic Center reserves the right to collect a two (\$2) dollar per ticket Facility Maintenance Fee, payable by the ticket buyer through the Ticketmaster Computerized Ticketing System.
- 14.4. Houma-Terrebonne Civic Center Box Office will exert every caution against bad checks from customers and will make every effort to collect such, but ultimate responsibility is that of the Lessee.
- 14.5. The Lessee shall arrange for and pay for printing of tickets, the form and contents of which shall in any event be subject to written approval by Houma-Terrebonne Civic Center. All tickets shall be numbered consecutively.
- 14.6. The tickets for admission shall be scaled as follows:
- 14.7. Three percent (3%) of Gross is to be paid to Houma-Terrebonne Civic Center for Ticketmaster Box Office Service14.8. Discounted tickets must be approved in writing by Houma-Terrebonne Civic Center. Any tickets used for payment of advertising are subject to normal percentage of gross charges.
- 14.9. No tickets may be ordered for any event until a signed Rental Agreement, with any required deposits, has been received by the Houma-Terrebonne Civic Center.
- 14.10. The Box Office may order and will take charge of all tickets for all events under Houma-Terrebonne Civic Center control.
- 14.11. Any change in the "scaling" of the house must be approved by Houma-Terrebonne Civic Center.
- 14.12.No moneys will be released from the Box Office until after the conclusion and settlement of the performance.
- 14.13. All unsold tickets remain with Houma-Terrebonne Civic Center.
- 14.14.Lessee shall not permit the sale or distribution of tickets or passes in excess of the seating capacity of the Leased Premises, nor admit a larger number of persons than can safely or freely move about therein.

#### XV. BMI; ASCAP

The Parties agrees that Lessee shall bear, if any, all Broadcast Music Incorporated (BMI) and American Society of Authors, Composers and Publishers (ASCAP) monetary charges attributable to this event.

#### XVI. BROADCAST RIGHTS

The Parties agree that Houma-Terrebonne Civic Center reserves all cable, radio, and television broadcast rights with no exception unless specified in writing.

#### XVII. INTERMISSIONS

Event Name: \_\_\_\_\_ Houma-Terrebonne Civic Center Standard Rental Agreement Page 5 of 6

The Parties agree that for all Ticketmaster events programs lasting more than one (1) hour, except religious services, an intermission of not less than fifteen (15) minutes be held, subject to modification by Houma-Terrebonne Civic Center when necessary and approved in writing by Houma-Terrebonne Civic Center.

# XVIII. DOOR OPENINGS

The Parties Agree that, unless otherwise agreed upon by both parties, doors will open to public sixty (60) minutes prior to performances, at discretion of Houma-Terrebonne Civic Center.

#### XIX. HOUSE SEATS

The Parties Agree that Houma-Terrebonne Civic Center reserves the right to have and use, without charge, a minimum of Ten (10) seats at each performance for marketing or public relations purposes or seating issues.

#### XX. ANNOUNCEMENTS

The Parties Agree that Houma-Terrebonne Civic Center reserves the right to make announcements during intermissions or at any time deemed necessary in the interest of public safety.

#### XXI. TAPE RECORDINGS

The Parties Agree that the recording of any performance, or any portion thereof, is strictly prohibited unless approved in writing by Civic Center Management.

#### XXII. NO SMOKING

The Parties agree to fully cooperate in enforcing the "No Smoking laws" at all times.

#### XXIII. FORCE MAJEURE

- 23.1. In the event the Lessee's obligations to the Terrebonne Parish Consolidated Government under this agreement are delayed, prevented or rendered impractical by any of the following events; fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, or act of God, either Party may terminate this Agreement.
- 23.2. In the event Terrebonne Parish Consolidated Government cannot fulfill this Agreement due to fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, or act of God, TPCG may terminate this Agreement. Notwithstanding any provision to the contrary herein, the return of the rental fees and the deposit shall be Lessee's sole and exclusive remedy for the Lessor's termination of this Agreement.

#### XXIV. ENTIRE AGREEMENT

- 24.1. All of the terms and provisions contained in Rental Rates, General Conditions, and any applicable addenda to this Agreement are made a part of this Agreement as though printed herein in their entirety. Lessee may access the Rental Rates and General Conditions at <u>www.houmaciviccenter.com/plan/rental-rates</u>/. Should Lessee not have access to the internet, Lessee shall request copies of these documents, and Lessor shall provide them. The Parties agree that Lessee shall abide by the provisions therein, as may be amended, and addenda and Amendments to this Agreement, as applicable.
- 24.2. The Parties further agree that the provisions of the Terrebonne Parish Code of Ordinances governing the Houma-Terrebonne Civic Center, including, but not limited to, Section 2-406, as may be amended, are made a part of this Agreement as though copied herein in their entirety.
- 24.3. The Parties agree that the terms and conditions of this Rental Agreement, including those items listed in Sections 24.1 and 24.2 above, set forth the entire agreement of the Parties, which cannot be changed or modified except in writing signed by the parties sought to be bound or by ordinance. The Houma-Terrebonne Civic Center makes no representation or agreement, oral or otherwise, outside the terms of this Rental Agreement. This shall not limit the Houma-Terrebonne Civic Center from imposing any reasonable additional policies or rules and regulations which may be necessary in the best interest for the operation of the facility.

#### XXV.ADDITIONAL TERMS AND CONDITIONS

- 23.3. <u>Taxes</u>. Lessee hereby acknowledges that Houma-Terrebonne Civic Center requires full compliance of all Federal, State and Local statutes and regulations as they may pertain to any and all activities conducted within these facilities. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and Local Sales Taxes.
- 23.4. <u>Wages</u>. Lessee agrees to pay or cause to be paid the prevailing wage to all persons employed by or for the benefit of Lessee. Such pay shall include any applicable overtime or holiday wage rate.
- 23.5. <u>Payment to Contractors and Concessions</u>. All charges for contractual labor, service connections, and other accounts payable to independent contractors must be paid in full upon presentation of invoice unless other arrangements for payment are specifically authorized by the contractor.
- 23.6. <u>Non-Discrimination</u>. The Lessee shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin.
- 23.7. <u>Compliance with Laws</u>. Lessee, at its sole cost and expense, shall comply and secure compliance with requirements, and shall faithfully observe and secure observance in the use of the Facilities of all Terrebonne Parish ordinances and State and Federal laws now in force or which may hereafter be in force.
- 23.8. <u>Binding Effect/Assignment</u>. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This agreement or any right hereunder may not be assigned or sublet by Lessee without the express written consent of Lessor.
- 23.9. <u>Legal Recourse</u>. In the event Lessee violates any of the terms or conditions of this Rental Agreement, the Houma-Terrebonne Civic Center shall have, in addition to any other remedy herein, the right to terminate this Agreement, obtain possession of the Facilities and Leased Premises, and remove and exclude the Lessee without service of notice and without any legal liability on the part of TPCG.

- 23.10. <u>Surviving Provisions</u>. If this agreement is canceled or terminated for any reason, Lessee's payment and indemnity obligations shall remain in full force and effect as provided for in this Agreement. The insurance requirements under Article IX of this Agreement shall survive termination as necessary to maintain coverage for claims.
- 23.11. <u>Attorney Fees</u>. The Parties agree that in the event the Lessor retains an attorney to pursue collection of any sums due to it by Lessee in connection with this Rental Agreement and its ancillary documents, Lessee shall be liable for all reasonable attorney's fees incurred by the Lessor, plus legal interest accruing from the date due until paid, and any and all expenses and court costs incurred in connection therewith.
- 23.12. <u>Severability</u>. If any term, covenant, condition, or provision of this Lease Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 23.13. <u>No Waiver</u>. The failure of the either party to enforce any of the terms of this Lease 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.
- 23.14. <u>Governing Law and Venue</u>. The validity, interpretation, and performance of this Lease Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the Terrebonne Parish Charter and Code of Ordinances, as well as the laws of the state of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the City Court of Houma or the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- 23.15. <u>Conflicts</u>. In the event any conflict occurs among the provisions of this Rental Agreement and the Terrebonne Parish Charter and Code of Ordinances, or any other law, the conflict shall be resolved in the most favorable interpretation to Lessor. Likewise, any conflicts among the terms and conditions contained in the Rental Agreement and its addenda and incorporated provisions shall be resolved in the most favorable interpretation to the Lessor.

#### XXVI. SIGNATURES

The Houma-Terrebonne Civic Center Director is authorized to execute this Agreement on behalf of the TPCG by virtue of the Terrebonne Parish Code of Ordinances, Section 2-406. The undersigned representative of Lessee declares that the undersigned is authorized to sign this Agreement on behalf of Lessee, and, when requested, shall provide authorizing documentation evidencing his authority to so act.

26.1	LESSEE NAME:		
	AUTHORIZED SIGNER:	DATE:	
26.2		DATE:	
	DIDECTOR LIQUAL TERREPORTE CIVIC CENTER		

DIRECTOR, HOUMA TERREBONNE CIVIC CENTER OR PARISH PRESIDENT, TERREBONNE PARISH CONSOLIDATED GOVERNMENT

# XXVII. CREDIT CARD PAYMENT

If payment will be made by credit card:	
Master Card	
□ Visa	
American Express	
Account #:	(4% Credit Card Fee will be added)
Exp. Date:	
Billing Address:	
Name:	
as it appears on call (1 icase 1 init)	
Signature:	

Category Number: 4. Item Number: A.



Wednesday, January 12, 2022

Item Title: Budget and Finance Committee

Item Summary: Budget and Finance Committee, 01/10/2022

Category Number: 4. Item Number: B.



Wednesday, January 12, 2022

Item Title: Public Services Committee

# Item Summary:

Public Services Committee, 01/10/2022

Category Number: 4. Item Number: C.



Wednesday, January 12, 2022

#### Item Title:

Policy, Procedure, and Legal Committee

# Item Summary:

Policy, Procedure, and Legal Committee, 01/10/2022\* (\*Ratification of minutes calls public hearings on Wednesday, January 26, 2022 at 6:30 p.m.)



Wednesday, January 12, 2022

#### Item Title:

Coteau Fire Protection District Board

#### Item Summary:

**Coteau Fire Protection District Board:** Three (3) expired terms on 01-01-22. Mr. Robert Parr expresses his interest in being reappointed. Ms. Patricia Prestenbach expresses her interest in being reappointed.

# **ATTACHMENTS:**

Description	U
Term Expiration Notice	12
Notice to the Public	12
Application - Robert Parr	12
Application _ Patricia Prestenbach	1/
Letter of Interest - Patricia Prestenbach	1/

#### Upload Date

12/20/2021 12/20/2021 12/20/2021 1/3/2022 1/3/2022 Туре

Cover Memo Cover Memo Cover Memo Cover Memo

FROM:	Tammy Triggs			
MEMO TO:	Suzette Thomas Council Clerk	November 2	23, 2021	
	Telephone	-	Street, Suite 600 • Houma, • FAX: (985) 873-6521 www.tpcg.org	, LA 70360
	Post C	office Box 2768 •	Houma, LA 70361	
DANIEL BABIN DISTRICT 9 STEVE TROSCLAIR		CONSOLIDA	ATED	DIRK J. GUIDRY COUNCIL CLERK SUZETTE THOMAS
DISTRICT 5 JESSICA DOMANGUE DISTRICT 7	Σ	ARIS		DISTRICT 6 DARRIN W.GUIDRY, SR. DISTRICT 8
DISTRICT 3 GERALD MICHEL				DISTRICT 4 JOHN P. AMEDÉE
DISTRICT 1 JOHN NAVY		R A	fin	DISTRICT 2 CARL A. HARDING
DARRIN W. GUIDRY, SR., CHAIRMA	N	PREB	ON	DANIEL BABIN, VICE-CHAIRMAN

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of January 2022.

Houma Housing Authority	Charleta M. Lyons (Par. Pres.) Barry Bonvillain (Par. Pres.)	01-01-22 01-01-22
Schriever Fire Protection	Janette Schexnayder Melinda Duncan	01-01-22 01-01-22
Village East Fire Protection	Louis Prosperie, Jr. John Roy Roy J. Desmore	01-01-22 01-01-22 01-01-22
->Coteau Fire Protection	Roy S. Trahan Robert Parr Patricia Prestenbach	01-01-22 01-01-22 01-01-22*
Fire District No. 4	Louis Pitre Cyril A. "Kirby" Verret Pamela Carlos	01-01-22 01-01-22 01-01-22
Fire District No. 7	Bruce R. Wolf Marty Dupre Cecil Lapyerouse	01-01-22* 01-01-22 01-01-22
Fire District No. 8	Michael Anthony Johnny Marks Richard Price	01-01-22 01-01-22 01-01-22

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#### DARRIN W. GUIDRY, SR., CHAIRMAN

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



DANIEL BABIN, VICE-CHAIRMAN

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

#### Post Office Box 2768 • Houma, LA 70361 Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360 Telephone: (985) 873-6519 • FAX: (985) 873-6521 suthomas@tpcg.org www.tpcg.org

Fire District No. 9	Riley Gros Lynn Giroir Michael J. Armit	01-01-22 01-01-22 01-01-22
 Fire District No. 10	Regina Pierron Samuel Small, Jr. Davon K. Charles	01-01-22 01-01-22 01-01-22
Fire Protection No. 6	Kevin P. Belanger Peter G. Lambert	01-01-22 01-01-22*
Fire Protection No. 5	Gerald F. Arceneaux Jan Rogers Arlen A. Charpentier, Sr. Kurt Charpentier	01-01-22 01-01-22 01-01-22 01-01-22
Bayou Cane Fire	Nicholas Hebert Edward Lawson Hayward Sims, Jr. Robert Page	01-01-22 01-01-22 01-01-22* 01-01-22

By copy of this memo, individuals are being requested to email *Council Clerk Suzette Thomas* at <u>suthomas@tpcg.org</u> or Assistant Council Clerk Tammy Triggs at <u>ttriggs@tpcg.org</u> to express their wishes with regards to (re)appointment to said positions prior to the term expiration date. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at <u>tpcg.org</u>. If you have any question, please feel free contact our office at (985) 873-6519.

/tet

cc: Council Agenda File Organizations/Individuals

#### **"NOTICE TO THE PUBLIC"**

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 15, 2021, Regular Session** meeting the following vacancies and appointments:

**RECREATION DISTRICT NO. 2-3:** One unexpired term due to a resignation

**RECREATION DISTRICT NO. 3A:** One expired term and one unexpired term due to a resignation.

**RECREATION DISTRICT NO. 6:** One expired term.

**RECREATION DISTRICT NO. 7:** One expired term.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

BAYOU CANE FIRE: Four expiring terms on 01-01-22.

COTEAU FIRE PROTECTION DISTRICT BOARD: Three expiring terms on 01-01-22 and one unexpired term due to a resignation.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: Three expiring terms on 01-01-22 and one expired term.

SCHRIEVER FIRE PROTECTION: Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 4: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 5: Four expiring terms on 01-01-22.

FIRE DISTRICT NO. 6: Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 7: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 9: Three expiring terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Three expiring terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** One unexpired term due to a resignation and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: Two expiring terms on 01-01-22.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday, December 13, 2021**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, ASSISTANT COUNCIL CLERK TERREBONNE PARISH COUNCIL \* \* \* \* \* \* \* \* \*

TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM DATE: <u>20 - DEC-21</u>
I, <u>ROBERT J. PARR</u> , of full majority age, whose primary (Applicant's Name)
residence and permanent mailing address is <u>106 AUBIN COURT</u> , (Address)
HOUMA LA MOBEY, Telephone number is (985) 869-2694, (City, State, and Zip Code)
and E-mail is ROBERT. PARRO CTEAU FIRE, OF wish to qualify for appointment
as a member of the <u>COTEAU FIRE PROTECTION DISTRICT</u> in Terrebonne Parish, (Board/Committee/Commission)
State of Louisiana, and states to be correct and true the following:
A. Applicant has maintained his/her primary residence in Terrebonne Parish at <u>(OE AURINI COURT HOUME, LA 10364</u> for <u>31</u> consecutive years. (Primary residential address, City, State, Zip Code)
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council District No
B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of <u>CoteAC</u> (Fire District)
and Council District No. <u>-</u> .
C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYesNo(Recreation District)
and Council District No
D. Applicant affirms that he/she has not been convicted of a felony Yes No
To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit <sup>1</sup> by serving as a member of <u>Corveau Fire Protection District</u> . (Board/Committee/Commission)
E. To the best of his/her knowledge, no member of the applicant's immediate <sup>2</sup> family will receive any personal economic benefit <sup>1</sup> from his/her service on
(Board/Committee/Commission)
F. Applicant is aware of the <u>Coreau Tige Preservey</u> Distributed criteria and attendance requirements. (Board/Committee/Commission)
Yes or No

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O. Have you served as a member of a Board/Commission/Committee within the last two

Yes V or No\_\_\_\_\_ If yes, explain: I HAVE SERVED ON THE COTEAU FRE PROTECTION DISTRICT BOARD SINCE ABOUT 2005 AND HAVE BEEN A MEMBER OF COTEAU VOLUNTEER FIRE DEPARTMENT SINCE JANUARY 2000.

Applicant must complete and return this application <u>along with a copy of their resume</u> to:

#### MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council@tpcg.org</u> or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

Signature of the applicant

1."Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date:

G.	Applicant :	affirms	that	his/her	emplo	yment	with _
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will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

(Name of Employer)

- H. Are you employed by any Federal, State, or Local Government? Yes \_\_\_\_\_ or No.
- I. Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes  $\checkmark$  or No. \_\_\_\_.

If yes, explain: <u>I AM CURRENTLY APPOINTED TO THE</u> <u>COTEAU FIRE PROTECTION DISTRICT BOARD</u>.

- J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_\_ or No. \_\_\_\_\_ If yes, explain:
- K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_\_ or No. \_\_\_\_\_ State job duties and responsibilities:
- L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes \_\_\_\_\_ or No \_\_\_\_\_ State job duties and responsibilities:
- M. Are you currently under and have taken the Oath of Office and/or posted a bond? Yes \_\_\_\_ or No \_\_\_\_\_

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years? Yes \_\_\_\_ or No \_\_\_\_

If yes, explain: \_\_\_\_\_

TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM lec 28 202/ DATE: Confac, of full majority age, whose primary (Applicant's Name) residence and permanent mailing address is 6883 1036, Telephone number is 985 HoumA (City, State, and Zip aloms AS ish to qualify for appointment and E-mail is D.P. Ne in Terrebonne Parish, Tion as a member of the (Board/Committee/Commission) State of Louisiana, and states to be correct and true the following: A. Applicant has maintained his/her primary residence in Terrebonne Parish at 147 DORIS CT HOUMA, LA 10364 For 24 (Primary residential address, City, State, Zip Code) (No. of yrs.) consecutive years. Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council District No. 00./011J B. If applying for membership as a member of a Fire Protection District Board, applicant (Fire District) affirms that he/she is a resident property owner/taxpayer of and Council District No. **TERREBONNE PARISH** C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of the \_\_\_\_\_\_/ Yes \_\_\_\_\_ No \_\_\_\_\_\_ No \_\_\_\_\_\_ COUNCIL and Council District No. D. Applicant affirms that he/she has not been convicted of a felony Yes X No ....... To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit<sup>1</sup> by serving as a member of Cotem Fire Meatection (Board/Committee/Commission) E. To the best of his/her knowledge, no member of the applicant's immediate<sup>2</sup> family will receive any personal economic benefit<sup>1</sup> from his/her service on Fire Protection TEAU (Board/Committee/Commission) 0 board criteria and F. Applicant is aware of the OTCAU (Board/Committee/Commission) attendance requirements. or No Yes

G	Applicant affirms that his/her employment with
	will not result in any economic gains for business purposes nor does said employment
	conflict with dual office holding provisions.
H.	Are you employed by any Federal, State, or Local Government? Yes or No.
	State job duties and responsibilities:
I.	Are you appointed to any Federal, State, or Local Board/Commission/Committee?
	Yes or No. X.
	If yes, explain:
J.	Are you elected to any Federal, State, or Local Office? Yes or No If yes, explain:
K.	Are you a Judge, employee, or agent of any Court System? Yes or No.
	State job duties and responsibilities:
L.	Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of C or employed by the Clerk of Court Office? Yes or No
	State job duties and responsibilities:
	· · · · · · · · · · · · · · · · · · ·
М.	Are you currently under and have taken the Oath of Office and/or posted a bond?
	Yes or No
	If yes, explain:
	τ
	Have you served as an Elected Official or Parish Agency Head within the last two yes
	Yes or No $\underline{\Lambda}$
	If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two

years? Yes or No	Fire Dept Council
If yes, explain: Servel on	FIRE DEPT COUNCIT
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Applicant must complete and return this application <u>along with a copy of their resume</u> to:

MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council@tpcg.org</u> or FAX: (985) 873-6521

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\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

Signature of the applicant

.....

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2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date:

PATRICIA Prestenbach 147 Doris Court HOUMA, LA 170364

985-688-3934

Dear Suzette Thomas This to emform you that am re-applying for my council seat on The Coteau Fire Protection Thankyou for your consideration. Council. Successing the





Wednesday, January 12, 2022

#### Item Title:

Schriever Fire Protection District Board

#### Item Summary:

Schriever Fire Protection District Board: One expired term on 01-01-22. Ms. Janette Schexnayder expresses her interest in being appointed.

# **ATTACHMENTS:**

Description
Notice to the Public
Term Expiration Notice
Message - Janette Schexnayder
Application - Janette Schexnayder

### **Upload Date**

1/4/2022 1/4/2022 1/4/2022 1/4/2022

#### Туре

Cover Memo Cover Memo Cover Memo Cover Memo

### **"NOTICE TO THE PUBLIC"**

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its JANUARY 12, 2022, Regular Session meeting the following vacancies and appointments:

**RECREATION DISTRICT NO. 2-3:** One unexpired term due to a resignation

RECREATION DISTRICT NO. 3A: One expired term and one unexpired term due to a resignation.

**RECREATION DISTRICT NO. 6:** One expired term.

**RECREATION DISTRICT NO. 7:** One expired term.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

BAYOU CANE FIRE: One expired term on 01-01-22.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** Three expired terms on 01-01-22 and one unexpired term due to a resignation.

FIRE DISTRICT NO. 5: One expired term on 01-01-22.

FIRE DISTRICT NO. 6: One expired term on 01-01-22.

FIRE DISTRICT NO. 7: Three expired terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expired terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Two expired terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** Two unexpired terms due to resignations (One representing the Parish President South of the Intracoastal and one representing American Legion Post 380) and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: One expired term on 01-01-22.

HOUMA BOARD OF ZONING ADJUSTMENTS: One vacancy due to a resignation. (The vacant position is for an Alternate Member)

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday**, **JANUARY 10**, **2022**. A brief résumé and/or letter of interest in serving should also be submitted. **TAMMY TRIGGS**, **ASSISTANT COUNCIL CLERK TERREBONNE PARISH COUNCIL** 

\* \* \* \* \* \* \* \* \*

### DARRIN W. GUIDRY, SR., CHAIRMAN

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



DANIEL BABIN, VICE-CHAIRMAN

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

Post Office Box 2768 • Houma, LA 70361 Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360 Telephone: (985) 873-6519 • FAX: (985) 873-6521 suthomas@tpcg.org www.tpcg.org

November 23, 2021

MEMO TO: Suzette Thomas Council Clerk

FROM: Tammy Trig

Tammy Triggs

### **RE:** Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of January 2022.

	Houma Housing Authority	Charleta M. Lyons (Par. Pres.) Barry Bonvillain (Par. Pres.)	01-01-22 01-01-22
>	Schriever Fire Protection	Janette Schexnayder Melinda Duncan	01-01-22 01-01-22
	Village East Fire Protection	Louis Prosperie, Jr. John Roy Roy J. Desmore	01-01-22 01-01-22 01-01-22
	Coteau Fire Protection	Roy S. Trahan Robert Parr Patricia Prestenbach	01-01-22 01-01-22 01-01-22*
	Fire District No. 4	Louis Pitre Cyril A. "Kirby" Verret Pamela Carlos	01-01-22 01-01-22 01-01-22
	Fire District No. 7	Bruce R. Wolf Marty Dupre Cecil Lapyerouse	01-01-22* 01-01-22 01-01-22
	Fire District No. 8	Michael Anthony Johnny Marks Richard Price	01-01-22 01-01-22 01-01-22

### DARRIN W. GUIDRY, SR., CHAIRMAN

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



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Bayou Cane Fire	Nicholas Hebert Edward Lawson Hayward Sims, Jr. Robert Page	01-01-22 01-01-22 01-01-22* 01-01-22

By copy of this memo, individuals are being requested to email *Council Clerk Suzette Thomas* at <u>suthomas@tpcg.org</u> or Assistant Council Clerk Tammy Triggs at <u>ttriggs@tpcg.org</u> to express their wishes with regards to (re)appointment to said positions prior to the term expiration date. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at <u>tpcg.org</u>. If you have any question, please feel free contact our office at (985) 873-6519.

/tet cc:

Council Agenda File Organizations/Individuals

A MESSAGE FOR: BUZ	tto
FROM Janette Ochexnavder	DATE 01.071.29
MESSAGE: PLEASE CALL WANTS TO SEE Y	OU WILL CALL AGAIN
	TET

AREPOND AND AND AND AND AND AND AND AND AND A
TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM
DATE: 01/04/2022
I, Janette Schexnayder, of full majority age, whose primary (Applicant's Name)
(Applicant's Name)
residence and permanent mailing address is 412 Back Project Rd (Address)
Schriever, LA 70395, (City, State, and Zip Code), Telephone number is (985) 804-4673,
and E-mail is pschexnayder@comcast.net, wish to qualify for appointment
as a member of the Schriever Fire Protection Board in Terrebonne Parish, (Board/Committee/Commission)
State of Louisiana, and states to be correct and true the following:
A. Applicant has maintained his/her primary residence in Terrebonne Parish at
412 Back Project Rd for over 20 consecutive years.
412 Back Project Rd     for over 20 consecutive years.       (Primary residential address, City, State, Zip Code)     for (No. of yrs.)
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 4
B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of Schriever Fire Prot. Dist. (Fire District)
and Council District No. 4
C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYes No (Recreation District)
and Council District No.
D. Applicant affirms that he/she has not been convicted of a felony Yes No XXX
D. Applicant antimis that hersite has not been convicted of a felony res no
To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit <sup>1</sup> by serving as a member of <u>Schriever Fire Protection Board</u> . (Board/Committee/Commission)
E. To the best of his/her knowledge, no member of the applicant's immediate <sup>2</sup> family will receive any personal economic benefit <sup>1</sup> from his/her service on
Schriever Fire Protection Board (Board/Committee/Commission)
Construction of the second state of the Association of the Associat
F. Applicant is aware of the attendance requirements. Schriever Fire Protection Board (Board/Committee/Commission) board criteria and
Yes XXX or No
DECERVEN
NB SC S
JAN 0 4 2022
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TERREBONNE PARISH
COUNCIL

j	Applicant affirms that his/her employment with (retired) (Name of Employer)
	(Name of Employer)
	will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.
H.	Are you employed by any Federal, State, or Local Government? Yes or No. XXX
	State job duties and responsibilities:
I.	Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes or No. XXX.
	If yes, explain:
J.	Are you elected to any Federal, State, or Local Office? Yes or No. XXX If yes, explain:
K.	Are you a Judge, employee, or agent of any Court System? Yes or No. XXX State job duties and responsibilities:
L.	Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Couror employed by the Clerk of Court Office? Yes or No XXX
	State job duties and responsibilities:
M.	Are you currently under and have taken the Oath of Office and/or posted a bond? Yes or No XXX
	If yes, explain:
N.	Have you served as an Elected Official or Parish Agency Head within the last two year Yes or No XXX
	If yes, explain:

· ·

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes XXX or No

If yes, explain: Schriever Fire Protection Board

Applicant must complete and return this application along with a copy of their resume to:

> MS. SUZETTE THOMAS, COUNCIL CLERK **TERREBONNE PARISH COUNCIL** POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: council@tpcg.org or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

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Signature of the applicant

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2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: December 9, 2020



Wednesday, January 12, 2022

# Item Title:

Fire Protection District No. 5 Board

# Item Summary:

**Fire Protection District No. 5 Board:** One expired term on 01-01-22. Mr. Kurt Charpentier expresses his interest in being reappointed.

# **ATTACHMENTS:**

Description
Term Expiration Notice
Notice to the Public
Letter of Interest - Kurt Charpentier
Application - Kurt Charpentier

# **Upload Date**

12/21/2021 12/21/2021 12/21/2021 12/21/2021

# Туре

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

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### DANIEL BABIN, VICE-CHAIRMAN

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November 23, 2021

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	Council Clerk

FROM:

Tammy Triggs ET Assistant Council Clerk

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/tet

cc: Council Agenda File Organizations/Individuals

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**RECREATION DISTRICT NO. 2-3:** One unexpired term due to a resignation

**RECREATION DISTRICT NO. 3A:** One expired term and one unexpired term due to a resignation.

**RECREATION DISTRICT NO. 6:** One expired term.

**RECREATION DISTRICT NO. 7:** One expired term.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

BAYOU CANE FIRE: Four expiring terms on 01-01-22.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** Three expiring terms on 01-01-22 and one unexpired term due to a resignation.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: Three expiring terms on 01-01-22 and one expired term.

SCHRIEVER FIRE PROTECTION: Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 4: Three expiring terms on 01-01-22.

**FIRE DISTRICT NO. 5:** Four expiring terms on 01-01-22.

FIRE DISTRICT NO. 6: Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 7: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 9: Three expiring terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Three expiring terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** One unexpired term due to a resignation and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: Two expiring terms on 01-01-22.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday**, **December 13**, **2021**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, ASSISTANT COUNCIL CLERK TERREBONNE PARISH COUNCIL

## **Tammy Triggs**

Tony Pellegrin <tpellegrin@bourgvfd.org></tpellegrin@bourgvfd.org>
Wednesday, December 15, 2021 1:20 PM
Council
Kurt Charpentier ( Board Member)
Application
Kurt Charpentier Board Application 2021.pdf

# **External Sender**

This email is from a sender outside of Terrebonne Parish Consolidated Government's email system. **DO NOT** click on any links, open any attachments, or reply unless you trust the sender and know the content is safe. If you are unsure or have questions, please contact Information Technology for assistance.

Mr. Kurt Charpentier would like to continue serving on Terrebonne Parish Fire Protection District 5's Board. I have attached his application.

Best Regards, Tony J. Pellegrin Jr. Fire Chief Bourg Vol. Fire Department Office: (985) 594-9588 Fax: (985) 594-9584 Cell: (985) 855-0521



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TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM
DATE: 12:15:21
I, Kurt L. Cha-pentier, of full majority age, whose primary (Applicant's Name)
residence and permanent mailing address is <u>114 Texas Gulf Pd.</u>
Bowrg La. 70343, Telephone number is (985) 804.0479, (City, State, and Zip Code)
and E-mail is KChapentier 61@ gmail. com, wish to qualify for appointment
as a member of the Board in Terrebonne Parish, (Board/Committee/Commission)
State of Louisiana, and states to be correct and true the following:
A. Applicant has maintained his/her primary residence in Terrebonne Parish at <b>114</b> TCKAS Cull Rd. Bourg for <u>31</u> consecutive years. (Primary residential address, City, State, Zip Code) (No. of yrs.)
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council District No. <u>5</u> .
B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of
(Fire District)
and Council District No
and Council District No C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYes Yes No (Recreation District)
and Council District No C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYes Yes No (Recreation District) and Council District No
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and Council District No C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYes Yes No (Recreation District) and Council District No
<ul> <li>and Council District No</li> <li>C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYes No (Recreation District) and Council District No</li> <li>D. Applicant affirms that he/she has not been convicted of a felony Yes / No</li> <li>To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit<sup>1</sup> by serving as a member of (Board/Committee/Commission)</li> <li>E. To the best of his/her knowledge, no member of the applicant's immediate<sup>2</sup> family will receive any personal economic benefit<sup>1</sup> from his/her service on (Board/Committee/Commission)</li> </ul>
<ul> <li>and Council District No</li> <li>C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYesNo YesNo (Recreation District) and Council District No</li> <li>D. Applicant affirms that he/she has not been convicted of a felony YesNo</li> <li>D. Applicant affirms that he/she has not been convicted of a felony YesNo</li> <li>To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit<sup>1</sup> by serving as a member of Board_ Roberg Fixe Dept. (Board/Committee/Commission)</li> <li>E. To the best of his/her knowledge, no member of the applicant's immediate<sup>2</sup> family will receive any personal economic benefit<sup>1</sup> from his/her service on</li> </ul>



TERREBONNE PARISH COUNCIL G. Applicant affirms that his/her employment with <u>Refired</u>

Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

- H. Are you employed by any Federal, State, or Local Government? Yes \_\_\_\_\_ or No. \_\_\_\_\_
   State job duties and responsibilities:
- Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes \_\_\_\_\_\_ or No. \_\_\_\_\_.

If ves, explain: in: Rourg Recreation Bourg Fire Dipt.

- J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_\_ or No.
- K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_\_ or No. \_\_\_\_\_ State job duties and responsibilities:
- L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes \_\_\_\_\_ or No \_\_\_\_\_ State job duties and responsibilities:
- M. Are you currently under and have taken the Oath of Office and/or posted a bond?
  Yes \_\_\_\_\_ or No \_\_\_\_\_\_
  If yes, explain:
- N. Have you served as an Elected Official or Parish Agency Head within the last two years?
  Yes \_\_\_\_\_ or No \_\_\_\_\_
  If yes, explain: \_\_\_\_\_\_

O. Have you served as a member of a Board/Commission/Committee within the last two

years? or No Yes V Recreation & Fire in Bourg If yes, explain:

Applicant must complete and return this application along with a copy of their resume to:

### MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: council@tpcg.org or FAX: (985) 873-6521

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Signature of the applicant

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2. "Immediate Family" for purposes of this application means his/her children, the spouses

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Revision Date:



Wednesday, January 12, 2022

### Item Title:

Fire Protection District No. 6 Board

# Item Summary:

**Fire Protection District No. 6 Board:** One expired term on 01-01-22. Mr. Kevin P. Belanger expresses his interest in being reappointed.

# **ATTACHMENTS:**

**Description** Term Expiration Notice Notice to the Public Application - Kevin P. Belanger Upload Date 12/21/2021 12/21/2021 12/21/2021 **Type** Cover Memo Cover Memo Cover Memo DARRIN W. GUIDRY, SR., CHAIRMAN

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



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November 23, 2021

Suzette Thomas MEMO TO:

Council Clerk

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FROM:

Tammy Triggs Assistant Council Clerk

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BAYOU CANE FIRE: Four expiring terms on 01-01-22.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** Three expiring terms on 01-01-22 and one unexpired term due to a resignation.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: Three expiring terms on 01-01-22 and one expired term.

SCHRIEVER FIRE PROTECTION: Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 4: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 5: Four expiring terms on 01-01-22.

**FIRE DISTRICT NO. 6:** Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 7: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 9: Three expiring terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Three expiring terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** One unexpired term due to a resignation and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: Two expiring terms on 01-01-22.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday, December 13, 2021**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, ASSISTANT COUNCIL CLERK TERREBONNE PARISH COUNCIL \* \* \* \* \* \* \* \* \*

TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM
DATE: 12-13-21
I, <u>Kevin Belangek</u> , of full majority age, whose primary (Applicant's Name)
residence and permanent mailing address is <u>P.O.Box 359</u> (Address)
(Address) (City, State and Zip Code) (City, State and Zip Code)
and E-mail is <u>keving scholc-ong</u> , wish to qualify for appointment
as a member of the <u>TERR LOFOURCHE</u> Fine in Terrebonne Parish, (Board/Sommittee/Commission) Jist #
State of Louisiana, and states to be correct and true the following:
A. Applicant has maintained his/her primary residence in Terrebonne Parish at
(Primary residential address, City, State, Zip Code) for consecutive years.
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council District No
B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of Terr/LaFourche Fire
and Council District No Protection District)
C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of theYes Yes No
and Council District No (Recreation District)
D. Applicant affirms that he/she has not been convicted of a felony Yes No X
To the best of his/her knowledge, applicant affirms that he/she will not receive any parsonal economic benefit <sup>1</sup> by serving as a member of <u>BER LAFOURCH</u> FIRE RETECTION (Board Committee/Commission)
E. To the best of his/her knowledge, no member of the applicant's immediate <sup>2</sup> family will receive any personal economic benefit <sup>1</sup> from his/her service on
Terre La Fourche Fire Protection Dist #6 (Board/Committee/Commission)
F. Applicant is aware of the TERR Ba Four cho Fipe Dates time
Yes X or No chist - the
-
RECEIVEN
UL DEC 15 2021
1:20pm
TERREBONNE PARISH COUNCIL

G.	Applicant affirms that his/her employment with
<b>.</b>	reprised and an instantis mat mis/ner employment with

(Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

- H. Are you employed by any Federal, State, or Local Government? Yes \_\_\_\_\_ or No. \_\_\_\_\_ State job duties and responsibilities:
- I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
   Yes \_\_\_\_\_ or No. \_\_\_\_.
   If yes, explain:
- J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_\_ or No. \_\_\_\_\_ If yes, explain:
- K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_\_ or No. \_\_\_\_\_ State job duties and responsibilities:
- L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes \_\_\_\_\_ or No \_\_\_\_\_ State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?
Yes \_\_\_\_\_ or No \_\_\_\_\_
If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?
Yes \_\_\_\_\_ or No \_\_\_\_\_
If yes, explain: \_\_\_\_\_\_

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes \_\_\_\_\_ or No \_\_\_\_\_ If yes, explain: \_\_\_\_\_

Applicant must complete and return this application along with a copy of their resume to:

MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council@tpcg.org</u> or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

Signature of the applicant

1."Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office. Revision Date: December 9, 2020



Wednesday, January 12, 2022

### Item Title:

Fire Protection District No. 7 Board

## **Item Summary:**

**Fire Protection District No. 7 Board:** Three (3) expired terms on 01-01-22. Mr. Marty Dupre expresses his interest in being reappointed. Mr. Bruce Wolf expresses his interest in being reappointed. Mr. Thomas Horn submits application for consideration.

### **ATTACHMENTS:**

Description
Application - Marty Dupre
Notice to the Public
Letter of Interest - Fire District No. 7
Application - Bruce Wolf
Application - Thomas Horn
Memo - Fire District No. 7

## **Upload Date**

1/10/2022 1/3/2022 1/3/2022 1/7/2022 1/10/2022 1/10/2022 Type

Backup Material Cover Memo Cover Memo Cover Memo Cover Memo



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM

DATE: \_\_\_\_\_1/7/2022

I, <u>Marty L Dupre</u> , of full majority age, whose primary (Applicant's Name)			
residence and permanent mailing address is 4504 Highway 56 Chauvin, LA. 70344-4204			
(Address)			
, Telephone number is ( 985) 637-6061,			
(City, State, and Zip Code)			
and E-mail is jmack0527@hotmail.com , wish to qualify for appointment			
as a member of the Fire District #7 Board of Commissioners in Terrebonne Parish,			
(Board/Committee/Commission)			
State of Louisiana, and states to be correct and true the following:			
A. Applicant has maintained his/her primary residence in Terrebonne Parish at			
4504 Highway 56 Chauvin, LA. 70344-4204for 44consecutive years.(Primary residential address, City, State, Zip Code)for 44(No. of yrs.)			
(Primary residential address, City, State, Zip Code) (No. of yrs.)			
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council			
District No. Eight .			
B. If applying for membership as a member of a Fire Protection District Board, applicant			
affirms that he/she is a resident property owner/taxpayer of Seven			
(Fire District)			
and Council District No. Eight.			
C. If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of the Yes NoX (Recreation District)			
and Council District No			
D. Applicant affirms that he/she has not been convicted of a felony Yes No			
To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit <sup>1</sup> by serving as a member of <u>Fire District #7 Board of Commissioners</u> . (Board/Committee/Commission)			
E. To the best of his/her knowledge, no member of the applicant's immediate <sup>2</sup> family will receive any personal economic benefit <sup>1</sup> from his/her service on			
Fire District #7 Board of Commissioners			
(Board/Committee/Commission)			
F. Applicant is aware of the attendance requirements. Fire District #7 Board of Commissioners board criteria and (Board/Committee/Commission)			
Yes <u>x</u> or No <u></u> DECEIVED JAN 10 2022			
JAN 10 2022			

TERREBONNE PARISH COUNCIL

<b>J</b> . A	Applicant affirms that his/her employment with	Retired		
		(Name of Employer)		
	will not result in any economic gains for business put	rposes nor does said employment		
	conflict with dual office holding provisions.			
H.	Are you employed by any Federal, State, or Local Go	overnment? Yes or NoX		
	State job duties and responsibilities:			
I.	Are you appointed to any Federal, State, or Local Bo	ard/Commission/Committee?		
	Yes <u>X</u> or No			
	If yes, explain: Fire District #7 Board of Commissioners			
J.	Are you elected to any Federal, State, or Local Office? Yes or NoX			
	If yes, explain:			
K.	Are you a Judge, employee, or agent of any Court Sy	stem? Yes or NoX		
	State job duties and responsibilities:			
L.	Are you a Sheriff, Deputy Sheriff, Assessor or emplo	yed by the Assessor, Clerk of Cou		
	or employed by the Clerk of Court Office? Yes	or No		
	State job duties and responsibilities:			
M.	Are you currently under and have taken the Oath of C	Office and/or posted a bond?		
	Yes or No			
	If yes, explain:			
	·			
N.	Have you served as an Elected Official or Parish Age	ency Head within the last two years		
	Yes or No			
	If yes, explain:			

O. Have you served as a member of a Board/Commission/Committee within the last two

years?

Yes X or No

If yes, explain: Fire District #7 Board of Commissioners

Applicant must complete and return this application <u>along with a copy of their resume</u> to:

# MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council@tpcg.org</u> or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

# Marty L Dupre

Signature of the applicant

1."Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date:

### **"NOTICE TO THE PUBLIC"**

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its JANUARY 12, 2022, Regular Session meeting the following vacancies and appointments:

**RECREATION DISTRICT NO. 2-3:** One unexpired term due to a resignation

**RECREATION DISTRICT NO. 3A:** One expired term and one unexpired term due to a resignation.

**RECREATION DISTRICT NO. 6:** One expired term.

**RECREATION DISTRICT NO. 7:** One expired term.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

BAYOU CANE FIRE: One expired term on 01-01-22.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** Three expired terms on 01-01-22 and one unexpired term due to a resignation.

SCHRIEVER FIRE PROTECTION: One expired term on 01-01-22.

FIRE DISTRICT NO. 5: One expired term on 01-01-22.

FIRE DISTRICT NO. 6: One expired term on 01-01-22.

FIRE DISTRICT NO. 7: Three expired terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expired terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Two expired terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** Two unexpired terms due to resignations (One representing the Parish President South of the Intracoastal and one representing American Legion Post 380) and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: One expired term on 01-01-22.

HOUMA BOARD OF ZONING ADJUSTMENTS: One vacancy due to a resignation. (The vacant position is for an Alternate Member)

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday**, **JANUARY 10**, **2022**. A brief résumé and/or letter of interest in serving should also be submitted. **TAMMY TRIGGS**, **ASSISTANT COUNCIL CLERK** 

TERREBONNE PARISH COUNCIL \* \* \* \* \* \* \* \*

### **Tammy Triggs**

From: Sent: To: Subject: Suzette Thomas Tuesday, December 28, 2021 10:10 AM Tammy Triggs FW: Letter for the intent to Renew Board members

From: At&t! Inc© <lcfd7@att.net>
Sent: Friday, December 17, 2021 11:49 AM
To: Dirk Guidry <dirk.guidry@gmail.com>; Suzette Thomas <suthomas@tpcg.org>; Kandace Mauldin
<kmauldin@tpcg.org>
Subject: Letter for the intent to Renew Board members

# **External Sender**

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Dirk,

The following board members:

Marty Dupre Bruce Wolf

would like to renew their term on the Fire District #7 Board of Commissioners

The following board members:

### Cecil Lapeyrouse

would like to *resign* their position on the board and at this time the Chief and Board Chairman are seeking a new member to request to fill that position at a later date.

Please accept these requests at your earliest convenience.

Amanda G Thibodeaux Administrative Assistant of Little Caillou Fire Department President of La Arson and Fire Prevention Association 5016 Hwy 56 Chauvin, La 70344 cell (504) 234-2161 ph (985) 594-7775 fax (985) 594-7778

	TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM DATE: 01.07.22
(1 1)	CE RAY WOLF, of full majority age, whose primary plicant's Name)
residence and	permanent mailing address is <u>105 BAYOU NEUF cT.</u> , (Address)
CHAUL (City, Stat	Permanent mailing address is <u>105 BAYOU NEUF cT.</u> , (Address) (Address) (Address) (Address) (Address) (Address) (Address) (Address) (Address)
and E-mail is	BRJAND LF CATT. NET, wish to qualify for appointment
	of the F.D. #7 in Terrebonne Parish, (Board/Committee/Commission)
State of Louis	siana, and states to be correct and true the following:
	thas maintained his/her primary residence in Terrebonne Parish at <u>AYOU NEUF T ChAUIN</u> for <u>38</u> consecutive years. residential address, City, State, Zip Code) (No. of yrs.) affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District N	
B. If applyin	g for membership as a member of a Fire Protection District Board, applicant
	at he/she is a resident property owner/taxpayer of <u><u>F</u> 7 (Fire District)</u>
that he/sh	g for membership as a member of a Recreation District Board, applicant affirms ne is a resident of theYes No (Recreation District) cil District No
D. Applicant	affirms that he/she has not been convicted of a felony Yes $\checkmark$ No
	st of his/her knowledge, applicant affirms that he/she will not receive any personal benefit <sup>1</sup> by serving as a member of
E. To the be receive ar	est of his/her knowledge, no member of the applicant's immediate <sup>2</sup> family will ny personal economic benefit <sup>1</sup> from his/her service on <u><u><u>H</u>7</u> (Board/Committee/Commission)</u>

F. Applicant is aware of the attendance requirements. FDH 7 (Board/Committee/Commission

Yes vor No \_\_\_\_.

JAN 07 2022 9:57 am TERREBONNE PARISH COUNCIL

board criteria and

G. Applicant affirms that his/her employment with \_\_\_\_

RETIRED (Name of Employer)

will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.

- H. Are you employed by any Federal, State, or Local Government? Yes \_\_\_\_ or No. State job duties and responsibilities:
- I. Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes \_\_\_\_\_ or No.

If yes, explain:

- J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_\_ or No. If yes, explain:
- K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_\_ or No. State job duties and responsibilities:
- L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes \_\_\_\_\_ or No \_\_\_\_\_ State job duties and responsibilities:
- M. Are you currently under and have taken the Oath of Office and/or posted a bond? Yes \_\_ or No \_\_\_\_ If yes, explain:
- N. Have you served as an Elected Official or Parish Agency Head within the last two years? Yes \_\_\_\_ or No \_\_\_\_ If yes, explain: \_\_\_\_\_

O. Have you served as a member of a Board/Commission/Committee within the last two years?

Yes or No

If yes, explain:

Applicant must complete and return this application <u>along with a copy of their resume</u> to:

> MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council@tpcg.org</u> or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

Signature of the applicant

1."Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: \_\_\_\_



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM

DATE: 1/6/2022

<u>homas</u>, of full majority age, whose primary (Applicant's Name)

residence and permanent mailing address is _	7220	Shoreline I	DR.
		(Address)	

<u>Chauvin</u>, <u>La.</u> 70344, Telephone number is (985) <u>688-2866</u>, (City, State, and Zip Code)

and E-mail is Will toms 7 e Charter. net, wish to qualify for appointment as a member of the <u>Board Committee</u> in Terrebonne Parish, (Board/Committee/Commission)

State of Louisiana, and states to be correct and true the following:

- A. Applicant has maintained his/her primary residence in Terrebonne Parish at
  - <u>7220 Shoreline DR. Chauvin La. 70344</u> for <u>45</u> consecutive years. (Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council District No.

B. If applying for membership as a member of a Fire Protection District Board, applicant

and Council District No.

C. If applying for membership as a member of a Recreation District Board, applicant affirms \_\_\_\_\_Yes \_\_\_\_\_No \_\_\_\_\_ that he/she is a resident of the \_\_\_\_\_

and Council District No.

D. Applicant affirms that he/she has not been convicted of a felony Yes \_\_\_\_\_ No \_\_\_\_\_.

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit<sup>1</sup> by serving as a member of <u>Board member Fire District</u> 7 (Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate<sup>2</sup> family will receive any personal economic benefit1 from his/her service on

Board member fire District 7 (Board/Committee/Commission)

F. Applicant is aware of the **Board** member Fire District board criteria and attendance requirements. (Board/Committee/Commission)

Yes or No\_\_\_\_.



TERREBONNE PARISH COUNCIL

G.	Applicant affirms that his/her employment with
H.	will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions. Are you employed by any Federal, State, or Local Government? Yes or No.
	State job duties and responsibilities:
I.	Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes or No
	If yes, explain:
J.	Are you elected to any Federal, State, or Local Office? Yes or No If yes, explain:
K.	Are you a Judge, employee, or agent of any Court System? Yes or No State job duties and responsibilities:
L.	Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes or No State job duties and responsibilities:
M.	Are you currently under and have taken the Oath of Office and/or posted a bond? Yes or No If yes, explain:
N.	Have you served as an Elected Official or Parish Agency Head within the last two years? Yes or No If yes, explain:

O. Have you served as a member of a Board/Commission/Committee within the last two

Yes or No		
If yes, explain:		

Applicant must complete and return this application <u>along with a copy of their resume</u> to:

MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council@tpcg.org</u> or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

# \*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

thomas Signature of the applicant

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2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: \_\_\_\_\_

# **Tammy Triggs**

From: Sent: To: Subject: Attachments: At&t! Inc© <lcfd7@att.net> Monday, January 10, 2022 12:45 PM Tammy Triggs Re: Board Application Tommy Horn Application.pdf



TERREBONNE PARISH COUNCIL

# **External Sender**

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Tommy Horn, New board member for Fire District #7 Board of Commissioners to replace Mr. Cecil Lapeyrouse.

Amanda G Thibodeaux Administrative Assistant of Little Caillou Fire Department President of La Arson and Fire Prevention Association 5016 Hwy 56 Chauvin, La 70344 cell (504) 234-2161 ph (985) 594-7775 fax (985) 594-7778

On Monday, January 10, 2022, 12:35:29 PM CST, Tammy Triggs <ttriggs@tpcg.org> wrote:

Thanks!

1

1

I.

From: At&t! Inc© <lcfd7@att.net> Sent: Monday, January 10, 2022 12:30 PM To: Tammy Triggs <ttriggs@tpcg.org> Subject: Fw: Board Application

# **External Sender**

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See Board application for Marty Dupre for Fire District 7. I will also email you Tommy Horn application. He will be a new board member to replace Mr. Cecil Lapeyrouse for the board.

# Amanda G Thibodeaux

Administrative Assistant of Little Caillou Fire Department President of La Arson and Fire Prevention Association 5016 Hwy 56 Chauvin, La 70344 cell (504) 234-2161 ph (985) 594-7775 fax (985) 594-7778

----- Forwarded Message -----

From: Marty L Dupre < imack0527@hotmail.com>

To: At&t! Inc© <<u>lcfd7@att.net</u>>

Sent: Monday, January 10, 2022, 11:28:15 AM CST

Subject: Re: Board Application

Amanda

Hope all is well

Here is the application for your review. Please let me know if I have to make any changes

Thank You~

Marty L Dupre

985-637-6061

From: At&t! Inc© <<u>lcfd7@att.net</u>> Sent: Friday, January 7, 2022 9:30 AM To: Marty Dupre <<u>imack0527@hotmail.com</u>> Subject: Fw: Board Application



Wednesday, January 12, 2022

## Item Title:

Fire Protection District No. 8 Board

## **Item Summary:**

**Fire District No. 8 Board:** Three (3) expired terms on 01-01-22. Mr. Michael Anthony expresses his interest in being reappointed. Mr. Johnny L. Marks expresses his interest in being reappointed.

## **ATTACHMENTS:**

Description Term Expiration Notice Notice to the Public Letter of Support - Michael Anthony Application - Michael Anthony Application - Johnny L. Marks

## **Upload Date**

12/28/2021 12/28/2021 12/28/2021 12/28/2021 12/28/2021 1/5/2022

#### Туре

Cover Memo Cover Memo Cover Memo Cover Memo DARRIN W. GUIDRY, SR., CHAIRMAN

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



DANIEL BABIN, VICE-CHAIRMAN

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

Post Office Box 2768 • Houma, LA 70361 Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360 Telephone: (985) 873-6519 • FAX: (985) 873-6521 suthomas@tpcg.org www.tpcg.org

November 23, 2021

MEMO TO: Suzette Thomas Council Clerk

FROM:

Tammy Triggs

#### RE: Term Expirations

This is to advise that the following persons' terms on their respective boards/committees/commissions will expire during the month of January 2022.

Houma Housing Authority	Charleta M. Lyons (Par. Pres.) Barry Bonvillain (Par. Pres.)	01-01-22 01-01-22
Schriever Fire Protection	Janette Schexnayder Melinda Duncan	01-01-22 01-01-22
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Coteau Fire Protection	Roy S. Trahan Robert Parr Patricia Prestenbach	01-01-22 01-01-22 01-01-22*
Fire District No. 4	Louis Pitre Cyril A. "Kirby" Verret Pamela Carlos	01-01-22 01-01-22 01-01-22
Fire District No. 7	Bruce R. Wolf Marty Dupre Cecil Lapyerouse	01-01-22* 01-01-22 01-01-22
→Fire District No. 8	Michael Anthony Johnny Marks Richard Price	01-01-22 01-01-22 01-01-22

#### DARRIN W. GUIDRY, SR., CHAIRMAN

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



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Fire District No. 9	Riley Gros Lynn Giroir Michael J. Armit	01-01-22 01-01-22 01-01-22
Fire District No. 10	Regina Pierron Samuel Small, Jr. Davon K. Charles	01-01-22 01-01-22 01-01-22
Fire Protection No. 6	Kevin P. Belanger Peter G. Lambert	01-01-22 01-01-22*
Fire Protection No. 5	Gerald F. Arceneaux Jan Rogers Arlen A. Charpentier, Sr. Kurt Charpentier	01-01-22 01-01-22 01-01-22 01-01-22
Bayou Cane Fire	Nicholas Hebert Edward Lawson Hayward Sims, Jr. Robert Page	01-01-22 01-01-22 01-01-22* 01-01-22

By copy of this memo, individuals are being requested to email *Council Clerk Suzette Thomas* at <u>suthomas@tpcg.org</u> or Assistant Council Clerk Tammy Triggs at <u>ttriggs@tpcg.org</u> to express their wishes with regards to (re)appointment to said positions prior to the term expiration date. All applicants are required to fill out new board applications which can be found on the Terrebonne Parish website at <u>tpcg.org</u>. If you have any question, please feel free contact our office at (985) 873-6519.

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/tet

cc: Council Agenda File Organizations/Individuals

#### **"NOTICE TO THE PUBLIC"**

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 15, 2021, Regular Session** meeting the following vacancies and appointments:

**RECREATION DISTRICT NO. 2-3:** One unexpired term due to a resignation

**RECREATION DISTRICT NO. 3A:** One expired term and one unexpired term due to a resignation.

**RECREATION DISTRICT NO. 6:** One expired term.

**RECREATION DISTRICT NO. 7:** One expired term.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

BAYOU CANE FIRE: Four expiring terms on 01-01-22.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** Three expiring terms on 01-01-22 and one unexpired term due to a resignation.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: Three expiring terms on 01-01-22 and one expired term.

SCHRIEVER FIRE PROTECTION: Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 4: Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 5: Four expiring terms on 01-01-22.

FIRE DISTRICT NO. 6: Two expiring terms on 01-01-22.

FIRE DISTRICT NO. 7: Three expiring terms on 01-01-22.

**FIRE DISTRICT NO. 8:** Three expiring terms on 01-01-22.

FIRE DISTRICT NO. 9: Three expiring terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Three expiring terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** One unexpired term due to a resignation and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: Two expiring terms on 01-01-22.

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday**, **December 13**, **2021**. A brief résumé and/or letter of interest in serving should also be submitted. TAMMY TRIGGS, ASSISTANT COUNCIL CLERK

TERREBONNE PARISH COUNCIL \* \* \* \* \* \* \* \*

## Tammy Triggs

From: Sent: To: Subject: Michael Anthony <mike032271@yahoo.com> Monday, December 27, 2021 7:18 PM Suzette Thomas; Tammy Triggs Fire District #8 Board Member

**External Sender** 

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Dear Mrs. Thomas,

I wish to be re-appointed to Fire District #8 Fire Board. I will submit a new board application.

Sincerely, Michael Anthony Chairman of Board

Sent from my iPhone



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM

DATE 12-27-2021

L. Michael G. Anthony, of full majority age, whose primary (Applicant's Name)

residence and permanent mailing address is (2010 N. Prayou Black Or . (Address)

(City, State, and Zip Code), Telephone number is (985) \$70-234/1

and E-mail is mile 032271 @ uphio. com, wish to qualify for appointment as a member of the Fire Dist \*\* 8 Board Member in Terrebonne Parish, (Board Committee Commission)

State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at

(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he she is a registered voter of Terrebonne Parish and resides in Council District No. 4 2\_

B. If applying for membership as a member of a Fire Protection District Board, applicant

affirms that be/she is a resident property owner/taxpayer of  $\underline{D}$  and  $\frac{1}{2}\overline{S}$ (Fire District)

and Council District No. 2

C. If applying for membership as a member of a Recreation District Board, applicant affirms Yes No that be she is a resident of the (Recreation District)

and Council District No.

D. Applicant affirms that he/she has not been convicted of a felony Yes / No\_

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit' by serving as a member of Fire Dist#8 Boased (Board Committee Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate2 family will receive any personal economic benefit1 from his/her service on

Fire Dist # 8 Boord (Board Committee Commission)

F. Applicant is aware of the Fire Dist #8 attendance requirements.

Yes or No

(Board Committee Co

board criteria and

DEC 27 2021

TERREBONNE PARISH COUNCIL

G. Applicant efforms that his her employment with Performance Contractor 5 (Name of Lappleyer) will not result in any economic gains for business purposes nor does said employment conflict with dust office holding provisions. H. Are you employed by any Federal, State, or Local Government? Yes \_\_\_\_\_ or No. / State job daties and responsibilities: 1. Are you appointed to any Federal, State, or Local Board Commission Committee? Yo\_\_\_ a No 🖌 If yes, explain J Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_\_ or No. If yes, explain K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_\_ or No. / State job daties and responsibilities. L Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes \_\_\_\_\_ or No \_\_\_\_ State job duties and responsibilities: M. Are you currently under and have taken the Oath of Office and/or posted a bond?" Yes\_ or No\_/\_ If yes, explain N. Have you served as an Elected Official or Parish Agency Head within the last two years? Yes\_or No / If yes, explain: \_\_\_\_

O. Have you served as a member of a Board Commission Commission within the last two

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Yes 🖌 🖛	No
lí yes, explais:	Fire District + 8 Board Member / Crauman
of Coard	<u>1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.</u>

Applicant must complete and return this application planer with a capy of their results

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## MS. SUZETTE THOMAS, COLOUCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2744, HOUMA, LA 70341 E-MAIL: connellectors or FAX: (NES) \$73-4521

Applications should be submitted by 7:00 a.m. the Friday prior to the Regular Council Seales.

Applicants should connect the Council Ciert's office to see when the Regular Council Scence will be held.

"NOTE: Providing fairs information on this application is grounds for immediate removal from any beard or commission.

ALL Offer applicants

) "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or higher immediate family will receive any economic benefit from the applicate's service on said Board. Committee, or Commission. The applicant's actions transactions while serving on the Bound Committee Commission may not result in profits for here benefit or his ber insuediate family. A per diem received by the applicant for his her service on any board of communical does not communic personal economic benefit within the meaning of

2. "immediate Family" for purposes of this application means bet her children, the spannes of his/ber chaldren, brothers, sisters, parents, spouse, and the parents of has/ber spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board Commission Committee to which he she is applying for monbership, he the should determine this information by contacting the respective Board or by contacting the

Terreboune Parish Council Office.

Revision Date

1. Toba	wy L. Marks		rity age, whose primary
C-PI	oli¢ant's Name) I permanent mailing address		
	La. 70356 T		
(0.1.).0	John y M 5439@ X		
	of the Fire Dist B (Board Committee)		in Terrebonne Parish.
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	t affirms he/she is a registered to $\underline{\mathscr{G}}$	d voter of Terrebonne Pa	erish and resides in Counc
	ng for membership as a memb		
affirms th	at he/she is a resident proper	ty owner/taxpayer of	Eire District)
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<ul> <li>that he/sl and Coun</li> <li>D. Applicant</li> <li>To the bese economic</li> <li>E. To the bese receive ar</li> <li>F. Applicant attendance</li> </ul>	the is a resident of the( the is a resident of the( the is a resident No the affirms that he/she has not be st of his/her knowledge, applie the benefit <sup>1</sup> by serving as a merr test of his/her knowledge, no hy personal economic benefit <u>C. D. J. J. J.</u> (Board/Committee/Commission) is aware of the(Board)	Recreation District) een convicted of a felon cant affirms that he/she w wher of	Yes <u>No</u> y Yes <u>No</u> y Yes <u>No</u> y Yes <u>No</u> y Yes <u>No</u> y y Yes <u>No</u> y y Yes <u>No</u> y y y Yes <u>No</u> y y y Yes <u>No</u> y y y Yes <u>No</u> y y y Yes <u>No</u> y y y y y y y y y y y y y



	Applicant affirms that his/her employment with
	will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions.
H.	Are you employed by any Federal, State, or Local Government? Yes or No State job duties and responsibilities:
1.	Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes <u>//</u> or No. <u>/</u> .
	If yes, explain: <u>Rec Dist 8 and Fire Dist 8</u>
J.	Are you elected to any Federal, State, or Local Office? Yes or No If yes, explain:
K.	Are you a Judge, employee, or agent of any Court System? Yes or No State job duties and responsibilities:
L.	Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court
	or employed by the Clerk of Court Office? Yes or No State job duties and responsibilities:
•	
м	. Are you currently under and have taken the Oath of Office and/or posted a bond? Yes or No If yes, explain:
N.	Have you served as an Elected Official or Parish Agency Head within the last two years' Yes or No If yes, explain:
	· · · · · · · · · · · · · · · · · · ·

O. Have you served as a member of a Board/Commission/Committee within the last two years? Yes \_\_\_\_\_ or No \_\_ Ifyes, explain: Fire Dist & Rec Dist 8 Applicant must complete and return this application along with a copy of their resume to: MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: council/a tpcg.org or FAX: (985) 873-6521 Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session. Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held. \*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission. Signature of the applicant 1. "Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E. 2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse. 3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, be/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office. Revision Date:



Wednesday, January 12, 2022

## Item Title:

Fire Protection District No. 10 Board

## Item Summary:

**Fire Protection District No. 10 Board:** Two expired terms on 01-01-22 and one expired term. Ms. Regina Pierron expresses her interest in being reappointed.

## **ATTACHMENTS:**

**Description** Term Expiration Notice Notice to the Public Application - Regina Pierron **Upload Date** 1/6/2022 1/6/2022 1/6/2022 **Type** Cover Memo Cover Memo Cover Memo DARRIN W. GUIDRY, SR., CHAIRMAN

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



DANIEL BABIN, VICE-CHAIRMAN

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

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November 23, 2021

MEMO TO: Suzette Thomas Council Clerk

FROM:

Tammy Triggs ET Assistant Council Clerk

#### **RE:** Term Expirations

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#### DARRIN W. GUIDRY, SR., CHAIRMAN

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



DANIEL BABIN, VICE-CHAIRMAN

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

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-Fire District No. 10	Regina Pierron Samuel Small, Jr. Davon K. Charles	01-01-22 01-01-22 01-01-22
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/tet cc:

Council Agenda File Organizations/Individuals

#### **"NOTICE TO THE PUBLIC"**

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FIRE DISTRICT NO. 5: One expired term on 01-01-22.

FIRE DISTRICT NO. 6: One expired term on 01-01-22.

FIRE DISTRICT NO. 7: Three expired terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expired terms on 01-01-22.

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**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** Two unexpired terms due to resignations (One representing the Parish President South of the Intracoastal and one representing American Legion Post 380) and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: One expired term on 01-01-22.

HOUMA BOARD OF ZONING ADJUSTMENTS: One vacancy due to a resignation. (The vacant position is for an Alternate Member)

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday**, **JANUARY 10, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, ASSISTANT COUNCIL CLERK TERREBONNE PARISH COUNCIL

\* \* \* \* \* \* \* \* \*



#### TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM

DATE: 01/05/2022

Regina Pierron (Applicant's Name)	, of full majority ag	ge, whose primary
(Applicant s Name)		
sidence and permanent mailing address is	111 O'Neal Ct	
	(Addre	ess)
Theriot I A 70397 Teleph	one number is (985) 21	17-0432
Theriot, LA 70397 , Teleph (City, State, and Zip Code)		
d E-mail is	wish to qu	alify for appointment
a member of the Fire Protection District N (Board/Committee/Comm	0.10 in	Terrebonne Parish,
(Doard Committee Com		
ate of Louisiana, and states to be correct and	true the following:	
Applicant has maintained his/her primary re	esidence in Terrebonne P	arish at
111 O'Neal Ct, Theriot, LA 70397 (Primary residential address, City, State, Z	Lip Code) (No. of yr	rs.)
Applicant affirms he/she is a registered vote	er of Terrebonne Parish a	nd resides in Council
District No. 7		
	- Fire Destanting Dist.	Doord on-licent
If applying for membership as a member of		
affirms that he/she is a resident property ow	mer/taxpayer of Fire Pro	otection District No
and Council District No. 7	(	(Fire District)
If applying for membership as a member of	f a Recreation District Ro	ard applicant affirms
that he/she is a resident of the(Recre	Yes	No
(Recr	eation District)	
and Council District No		
Applicant affirms that he/she has not been of	convicted of a felony Yes	No .
	,	anter Viene anter
To the best of his/her knowledge, applicant a	affirms that he/she will no	t receive any personal
economic benefit <sup>1</sup> by serving as a member of	of Fire Protection District No.	10 .
	(Board/Committee	Commission)
To the best of his/her knowledge, no mem	iber of the applicant's in	mediate <sup>2</sup> family will
receive any personal economic benefit1 from	n his/her service on	
Fire Protection District No 10	~	
(Board/Committee/Commission	)	
Applicant is aware of the Fire Protection	on District No. 10	board criteria and
attendance requirements. (Board/Con	mmittee/Commission)	0000
		I BU A I Bundle I Work I Pro-
		DECE
Yes vor No		RECE

TERREBONNE PARISH COUNCIL G. Applicant affirms that his/her employment with Name of Employer) will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions. H. Are you employed by any Federal, State, or Local Government? Yes \_\_\_\_ or No. State job duties and responsibilities: I. Are you appointed to apy Federal, State, or Local Board/Commission/Committee? Yes \_\_\_\_ or No. If yes, explain: J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_\_ or No. 1 If yes, explain: K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_\_ or No. \_\_\_\_ State job duties and responsibilities: L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes \_\_\_\_\_ or No 🖄 State job duties and responsibilities: M. Are you currently under and have taken the Oath of Office and/or posted a bond? Yes or No If yes, explain: N. Have you served as an Elected Official or Parish Agency Head within the last two years? Yes \_\_\_\_ or No \_\_\_\_ If yes, explain: JAN 06

> TERREBONNE PARISH COUNCIL



111 oneal ct , Theriot , La 70397, 9852321516, ginapie35@gmail.com

## PROFESSIONAL SUMMARY

Diligent Customer Service Representative with proven technical abilities, consultation skills, and attention to detail. Easily understands customers' concerns and fields wide range of inquiries with excellent resolution record. Maintains detailed, accurate documentation of all activities. i have a little medical knowledge and great people person. excited to learn and grow in a medical office.

## SKILLS

- Customer service
- Strong communication Data entry
- Appointment scheduling

## EXPERIENCE

**Customer Service Representative** Arrow loans Houma, La

- Delivered fast and friendly service regarding questions and service complaints.
- Followed up with customers to offer additional support and check resolution satisfaction.
- Managed customer calls efficiently in a fast-paced call center environment.

## EDUCATION

GED Bayou cane adult education, Houma, La

Medical office administrator Blue cliff college , Houma , La

TERREBONNE PARISH COUNCIL

Call management

Relationship building

Positive and

professional

October 2018 - April 2020

May 2001



Wednesday, January 12, 2022

## Item Title:

Houma-Terrebonne Regional Planning Commission

## Item Summary:

Houma Terrebonne Regional Planning Commission: One expired term. Mr. Travion Smith submits application and resume for consideration. Mr. Wayne Bunch submits application and resume for consideration.

## **ATTACHMENTS:**

Description	Upload Date	Туре
Notice to the Public	1/3/2022	Cover Memo
Application - Travion Smith	1/3/2022	Cover Memo
Resume - Travion Smith	1/3/2022	Cover Memo
Application - Wayne Bunch	1/10/2022	Cover Memo
Resume - Wayne Bunch	1/10/2022	Cover Memo

#### **"NOTICE TO THE PUBLIC"**

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its JANUARY 12, 2022, Regular Session meeting the following vacancies and appointments:

**RECREATION DISTRICT NO. 2-3:** One unexpired term due to a resignation

**RECREATION DISTRICT NO. 3A:** One expired term and one unexpired term due to a resignation.

**RECREATION DISTRICT NO. 6:** One expired term.

**RECREATION DISTRICT NO. 7:** One expired term.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

BAYOU CANE FIRE: One expired term on 01-01-22.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** Three expired terms on 01-01-22 and one unexpired term due to a resignation.

SCHRIEVER FIRE PROTECTION: One expired term on 01-01-22.

FIRE DISTRICT NO. 5: One expired term on 01-01-22.

FIRE DISTRICT NO. 6: One expired term on 01-01-22.

FIRE DISTRICT NO. 7: Three expired terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expired terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Two expired terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** Two unexpired terms due to resignations (One representing the Parish President South of the Intracoastal and one representing American Legion Post 380) and one expired term (Representing the Vietnam Veterans of America).

**TEDA:** One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

>PLANNING COMMISSION: One expired term.

HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: One expired term on 01-01-22.

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\*\*\*\*\*\*\*

#### HOUMA-TERREBONNE REGIONAL PLANNING COMMISSION

## COMMISSION MEMBER APPLICATION

1.	NAME & ADDRESS: <u>Travion Smith 395 Monarch Dr. Apartment A Houma, La</u> 70364
2.	ARE YOU A RESIDENT OF TERREBONNE PARISH? <u>Yes</u>
	IF SO, HOW LONG? 30 Years
3.	WHAT DISTRICT ARE YOU A RESIDENT OF?
4.	ARE YOU A REGISTERED VOTER? <u>Yes</u>
5.	HAVE YOU EVER ATTENDED A PARISH COUNCIL MEETING? <u>Yes</u>
6.	have you ever attended a planning or zoning commission meeting?
Nc	
7.	DO YOU BELIEVE IN A LOCAL PLANNING OR ZONING PROCESS?
_Y	es
12	
8.	IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?

N/A

## 9. BRIEFLY, WHAT IS YOUR VISION FOR TERREBONNE PARISH IN 20 YEARS?

<u>My vision of Terrebonne Parish would be a thriving community built on the</u> <u>foundation of local business and commerce.</u> I'd want to improve travel and <u>tourism to the area by creating more local attractions and designated areas</u> <u>that would make starting or moving a business to Terrebonne Parish more</u> <u>appealing.</u>



Houma Terrebonne Regional Planning Commission

COMMISSION MEMBER APPLICATION



TERREBONNE PARISH COUNCIL

# travion Smith

Water Quality Supervisor

## EDUCATION

#### [Grambling State University]

[August 2002 – May 2004] [I majored in political science and was a member of several civic organizations.]

## Ellender Memorial High School

[August 1998 - May 2002]

## WORK EXPERIENCE

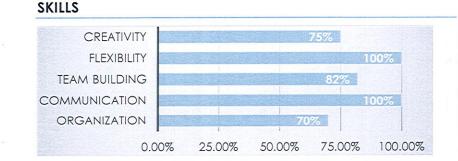
## [Terrebonne Parish Water Works] [Water Quality Supervisor]

[May 2007–Present]

Coordinate and manage operational changes to the distribution system with a concentration on water quality. This includes capital improvement projects, water line replacements, system pressure, and valve maintenance for the drinking water system in Terrebonne Parish.

#### [Conveaux Media] [Owner & CEO]

[November 2019-Present] Owner and operator of a media company that focuses on photography, videography, podcasting, live content production, and marketing.



## PROFILE

My name is Travion Smith, and I am a lifelong resident of Houma, La. I've been in the water industry for almost 15 years. I also am a business owner. I'm very active in community service, mentoring, and my local church.

## CONTACT

PHONE: (985) 647-4017 <u>Tray@theconveaux.com</u>

## HOBBIES

Photograph Hiking Cooking Reading



TE	RREBONNE PARISH COUNCIL

HOUMA-TERREBONNE REGIONAL PLANNING COMMISSION
COMMISSION MEMBER APPLICATION
1. NAME & ADDRESS: Wayne Bunch
604 Edith St. Houma, LA 20360
2. ARE YOU A RESIDENT OF TERREBONNE PARISH? Yes
IF SO, HOW LONG? 39 years
3. WHAT DISTRICT ARE YOU A RESIDENT OF? District >
4. ARE YOU A REGISTERED VOTER?Yes
5. HAVE YOU EVER ATTENDED A PARISH COUNCIL MEETING? yes
6. HAVE YOU EVER ATTENDED A PLANNING OR ZONING COMMISSION MEETING?
I have not
7. DO YOU BELIEVE IN A LOCAL PLANNING OR ZONING PROCESS?
I believe that the process helps insure fir processes for residential
+ commercial development and an further the progress of our parish
- Contractal accelopments and can painter the progress of our parist
<ul> <li>8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?</li> </ul>
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8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?
8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?
8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT? ∩/A
<ul> <li>8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?</li> <li><u>∩ /A</u></li> <li>9. BRIEFLY, WHAT IS YOUR VISION FOR TERREBONNE PARISH IN 20 YEARS?</li> </ul>
<ul> <li>8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?</li> <li>0. /A</li> <li>9. BRIEFLY, WHAT IS YOUR VISION FOR TERREBONNE PARISH IN 20 YEARS?</li> <li><u>I believe Terrebonne Parish can become the center of commerce</u></li> </ul>
<ul> <li>8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?</li> <li>0/A</li> <li>9. BRIEFLY, WHAT IS YOUR VISION FOR TERREBONNE PARISH IN 20 YEARS?</li> <li><u>I believe Terrebonne Parish can become the center of commerce</u> in South Louisiana. I also believe through proper planning we</li> </ul>
<ul> <li>8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?</li> <li>0/A</li> <li>9. BRIEFLY, WHAT IS YOUR VISION FOR TERREBONNE PARISH IN 20 YEARS?</li> <li>I believe Terrebonne Parish can become the center of commerce in South Louisian. I also believe through proper planning we can make this parish a destination for families to settle down</li> </ul>
<ul> <li>8. IF YOU HAVE ATTENDED A PLANNING OR ZONING COMMISSION MEETING, WHAT SUGGESTION DO YOU HAVE FOR IMPROVEMENT?</li> <li>0.1/A</li> <li>9. BRIEFLY, WHAT IS YOUR VISION FOR TERREBONNE PARISH IN 20 YEARS?</li> <li>I believe Terrebonne Parish can become the center of commerce in South Louisiana. I also believe through proper planning we can make this parish a destination for families to settle down with parks, revitalization of downtown, food truck popups, better</li> </ul>

## Wayne Bunch

604 Edith St. Houma, La 70360 · 985-772-3925 wbunch1@gmail.com



## EXPERIENCE

#### TERREBONNE PARISH COUNCIL

MAY '03 - MAY '04

## AGENT, MONUMENTAL LIFE INSURANCE

Primary responsibilities were servicing current clients, handling claims, prospecting for new clients and assessing their financial needs.

#### MAY '04 - APRIL '05

## SALES MANAGER, MONUMENTAL LIFE INSURANCE

Primary responsibilities were monitoring and mentoring the sales and service activity of 5 agents under my direction. Assisted in closing sales with agents on visits and followed up on underwriting issues.

#### APRIL '05 - DECEMBER '07

#### **OUTSIDE SALES, STAR BINGO SUPPLY**

Primary responsibilities included prospecting for new accounts within my assigned territory, present clients with game options to increase revenue, place and deliver orders, and work with bingo halls for sales and service of equipment.

## JANUARY '08 – MAY '12 SALES SPECIALIST/ ZONE MANAGER, LOWE'S HOME IMPROVEMENT

Sales- Primary responsibilities included making sure department and displays were clean and stocked, assessing customers project needs and identify prospects for installation services.

Zone Mgr.- Primary responsibilities included scheduling coverage, ensuring employees were engaging customers, review sales reports for my zone, ensure proper stock levels for my departments and assist in customer service and complaints.

## MAY '12 - MARCH '14 OPERATIONS COORDINATOR, CETCO ENERGY SERVICES

Primary responsibilities included coordinating the daily shop workflow with the shop foreman, create job load sheets and delivery tickets, coordinate equipment swap out with field personnel, and work daily transfer logs.

## MARCH '14 – JANUARY '19 OPERATIONS MANAGER/ SALES, ALPHA RENTAL TOOLS

Primary responsibilities included managing the day to day operations of the company, working with coordinator to ensure workflow met the needs of tools needed, researched new equipment purchases, payroll, review business reports, entertain clients, work up pricing quotes, work with clients on their equipment needs for projects and work on root cause analysis when issues arise on jobs.

## JANUARY '19 – AUGUST '19 PROJECT MANAGER/SALES, ALPHA RENTAL TOOLS

Primary responsibilities include visiting and entertaining clients, assessing the equipment needs for projects, work up pricing quotes, attend pre and post job meetings, work on root cause analysis when equipment issues arise on jobs.

## SEPTEMBER '19 – NOVEMBER '20 BUSINESS DEVELOPMENT, SUPREME SERVICES

Primary responsibilities include visiting and entertaining existing clients, canvasing for new clients, assessing the equipment needs for projects, work up pricing quotes, attend pre and post job meetings, work on root cause analysis when equipment issues arise on jobs.

## JANUARY '20 - PRESENT

## ACCOUNT MANAGER, STRIC-LAN COMPANIES LLC.

Primary responsibilities include visiting and entertaining existing well testing and pipeline clients, canvasing for new clients, assessing the equipment and personnel needs for projects, work up pricing quotes, attend pre and post job meetings, and work on root cause analysis when equipment issues arise on jobs. Participate in many charitable events in the industry.

## **EDUCATION**

#### MAY '03

BUSINESS ADMINISTRATION, NICHOLLS STATE UNIVERSITY

## SKILLS

• Strong Computer Skills

Sales and Management background

- Great Communication
- Knowledge of offshore tools

## **ACTIVITIES & ACCOMPLISHMENTS**

- Monumental Life Presidents Club as Agent and Manager
- 2 time Top 5 in flooring sales in LA-FL region for Lowe's as Sales Specialist
- Boy Scouts of America Eagle Scout with 2 palms
- Boy Scouts of America Bayou District Silver Crawfish Award
- Boy Scouts of America District Award of Merit

.

- Cubmaster of Cub Scout Pack 401
- Asst. Scoutmaster Troop 311
- Boy Scouts of America Bayou District Membership Chairman
- Boy Scouts of America Southeast Louisiana Council Membership Committee
- Covenant Church Worship Team(vocals and guitar), and Lead Sound Tech.
- Susan G. Komen 3Day for the Cure Team Participant

## REFERENCES

- TERRY "DIGGER" PORCHE, LIFELONG FRIEND 985-709-3739
- NATHANIEL KIMBALL, WORSHIP PASTOR/FRIEND 985-856-4995
- JOE BOUDREAUX, BUSINESS OWNER/REALTOR/FRIEND 985-860-5023



Wednesday, January 12, 2022

## Item Title:

Hospital Service District No. 1 Board

## Item Summary:

**Hospital Service District No. 1 Board:** One vacancy due to a resignation. Rev. Robert D. Ross submits application and resume for consideration.

## **ATTACHMENTS:**

Description	Upload Date	Туре
Application - Rev. Robert D. Ross	1/10/2022	Cover Memo
Letter of Support - BISCO	1/10/2022	Cover Memo
Hospital District No. 1 Questionnaire	1/10/2022	Cover Memo
Notice to the Public	1/10/2022	Cover Memo

TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM DATE: January 3, 2022 I, <u>Robert Don</u> <u>Ross</u>, of full majority age, whose primary (Applicant's Name) residence and permanent mailing address is <u>417 Crescent Blud</u>, (Address) Houma, LA 70360, Telephone number is (985) 991-9462, (City, State, and Zip Code) and E-mail is RDON-ROSS OGMAIL. COM, wish to qualify for appointment as a member of the <u>Hospital Service District</u> NU. In Terrebonne Parish, (Board/Committee/Commission) State of Louisiana, and states to be correct and true the following:

A. Applicant has maintained his/her primary residence in Terrebonne Parish at  $\frac{\#(S + e - No + e - be - I_{0}\omega)}{(Primary residential address, City, State, Zip Code)} for \frac{I - 3}{(No. of yrs.)} consecutive years.$ 

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council District No. \_2\_.

B. If applying for membership as a member of a Fire Protection District Board, applicant

	HSI	affirms that he/she is a resident property owner/taxpayer of
	E PAF	and Council District No
	UNNC C.	If applying for membership as a member of a Recreation District Board, applicant affirms that he/she is a resident of the
	TERREBONNE PARISH COUNCIL	(Recreation District) and Council District No
	D.	Applicant affirms that he/she has not been convicted of a felony Yes X No
		To the best of his/her knowledge, applicant affirms that he/she will not receive any personal economic benefit <sup>1</sup> by serving as a member of $\frac{HospitalServiceDistrict}{(Board/Committee/Commission)}$
	E.	To the best of his/her knowledge, no member of the applicant's immediate <sup>2</sup> family will receive any personal economic benefit <sup>1</sup> from his/her service on
4 100 2	IE PAR CIL	Hospital Service District NO.1 Board (Board/Committee/Commission)
	TERREBONNE PARISH	(Board/Committee/Commission) Applicant is aware of the <u>Hospital Service District</u> board criteria and (Board/Committee/Commission)
	ERRI	Yes $\chi$ or No
	T	Theos Roussell Street (11 years) (Hurricane IDA)
		1605 Roussell street (11 years) 611 Belmere Luxury CT (2+ years) (Hurricane IDA) 417 Crescent Blud (Since Oct 15, 2021)
	1	

G. Applicant affirms that his/her employment with <u>refired</u> Pastor (Name of Employer) will not result in any economic gains for business purposes nor does said employment conflict with dual office holding provisions. H. Are you employed by any Federal, State, or Local Government? Yes \_\_\_\_\_ or No. State job duties and responsibilities: I. Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes \_\_\_\_\_ or No.  $\chi$ . If yes, explain: J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_\_ or No. If yes, explain: \_\_\_\_\_ K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_\_ or No. \_\_\_\_\_ State job duties and responsibilities: L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes \_\_\_\_\_ or No \_\_\_\_\_ State job duties and responsibilities: M. Are you currently under and have taken the Oath of Office and/or posted a bond? Yes \_\_\_\_ or No \_\_\_\_\_ If yes, explain: \_\_\_\_\_ N. Have you served as an Elected Official or Parish Agency Head within the last two years? Yes \_\_\_\_ or No \_\_\_\_\_ If yes, explain: \_\_\_\_\_

O. Have you served as a member of a Board/Commission/Committee within the last two

ars? es or No		
yes, explain:		

Applicant must complete and return this application <u>along with a copy of their resume</u> to:

MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council@tpcg.org</u> or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

ass Signature of the applicant

1."Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

2. "Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date:

## Bio-resume' for Rev. R. Don Ross

Robert Don Ross was born in Tallulah, Louisiana March 2, 1949.

Grew up in Monroe graduating from Neville High School in 1967. Active in Boy Scouts earning the God and Country Award and reached the rank of Eagle Scout. Active leadership roles in school, community, and church. Played football, sang in the choir, and was active in the Key Club at Neville High School.

Following high school graduation, enrolled at Northeast Louisiana University (now UL-M) where I was active on the Union Program Council and the Wesley Foundation.

From June 1968 to 1970 I served as a Student Supply Pastor to the Kilbourne and Locus Grove United Methodist Churches in West Carrol Parish.

June 1970 married Ann Wischmeyer of Indianapolis. After a year in Jackson Parish at the Eros UMC, we moved to Lafayette where I enrolled at USL and worked at First 1<sup>st</sup> UMC. From June 1972 to 1975 served the Jeanerette (McGowen), Lydia, and the St. Martinville United Methodist Churches.

May 1975 graduated from USL (University of Louisiana in Lafayette) and moved to Denver to attend the Iliff School of Theology. [Ann graduated with a BS in Nursing from USL.]

Graduated from the Iliff School of Theology in 1978.

1978-1995 Campus Minister and Director of the Wesley United Campus Ministry (Methodist, Episcopal, & Presbyterian) for 17 years while also serving as an Adjunct Faculty member at USL (now UL-L) teaching the Introductory Classes to the Old and New Testaments.

Co-founder of the Lafayette Habitat for Humanity, building first house in 1992.

1995 to 1998 pastor of the Arcadia First United Methodist and Mt. Mariah Churches 1998 to 2008 the Senior Pastor of the Horseshoe Drive United Methodist Church in Alexandria 2008 to 2019 the Senior Pastor at the Houma First United Methodist Church and Children's Learning Center.

I have been an active member of the Houma Kiwanis Club since 2008, and am currently serving as presidentelect. While in Houma, I have served the MacDonell's Children's Home, the Dulac Community Center Board, the CASA Board of Directors, the Terrebonne Children and Youth Services Planning Board, as well as worked with other religious and community groups.

On a personal note: I have a 44 year old son with a wife and 3 children living in North Carolina, and a 41 year old daughter with a husband and 2 children living in California.

July 1, 2019, I retired as the Pastor of the Houma First UMC, but have remained a part of the worshiping & serving community. I will always be a minister, but in retirement I plan to serve as a volunteer in both church & community.

Bayou Interfaith Shared Community Organization Mr. Donald Bogen, Jr. 105 Ash Street Thibodaux, LA 70301

January 3, 2022

Ms. Suzette Thomas Council Clerk Office of the Terrebonne Parish Council P. O. Box 2768 Houma, LA 70361

RE: Resignation of Fr. Craig Dalferes - Hospital Service District No. 1 Board Member

Dear Ms. Thomas,

Per my previous letter dated October 26, 2021, Fr. Craig Dalferes submitted his resignation as a member of the Hospital Service District No. 1 Board due to his recent appointment as Rector of Grace Episcopal Church in St. Francisville, LA. Fr. Dalferes has already relocated to this area and will no longer be able to complete his term on the hospital board.

At this time, I would like to nominate Rev. Robert "Don" Ross to complete the unexpired term of Fr. Dalferes, as he has expressed interest in serving. Although I have been informed that three nominations would be appropriate, due to the recent hurricane which has greatly affected our area, I have been unable to get a confirmation from others who wish to be nominated due to the time commitment required.

Please advise if anything else is needed at this time to move forward with this nomination of Rev. Ross. If needed, 1 can be reached at (985) 859-1192. Thank you for your assistance in this matter.

Sincerely,

Donally

Donald Bogen, Jr.



TERREBONNE PARISH COUNCIL

Return To: Mrs. Suzette Thomas, Council Clerk Terrebonne Parish Council Post Office Box 2768 Houma, Louisiana 70361 FAX: (985) 873-6521; PH: (985) 873-6520 <u>suthomas@tpcg.org</u>

## QUESTIONNAIRE FOR POTENTIAL APPOINTEES TO THE BOARD OF COMMISSIONERS FOR THE HOSPITAL SERVICE DISTRICT NO. 1 OF THE PARISH OF TERREBONNE

## PREFACE

In 1950, the Louisiana State Legislature enacted certain legislation (LA R.S. 46:1051, et seq.) that authorized and empowered parish police juries to form and create hospital service districts. This legislation declared all such districts to be political subdivisions of the State and provide that they shall be governed by the Board of Commissioners who shall be qualified voters and residents of the district. On June 27, 1979 and pursuant to the above enabling legislation, the Terrebonne Parish Police Jury created Hospital Service District No. 1 of the Parish of Terrebonne, State of Louisiana ("District") and provided for an eleven (11) member Board of Commissioners. The District currently has the responsibility, among other things, for the governance, administration, and operational management of the health system known as Terrebonne General. The Terrebonne Parish Council ("Council") serves as the appointing authority for the Board of Commissioners.

The Louisiana Code of Governmental Ethics (Louisiana R.S. 42:1101, et seq.) prohibits certain activities by "public servants." The term, "public servant", has been defined to encompass a member of the Board of Commissioners for the District. Consequently, the ethics code is applicable thereto. The purpose of this questionnaire is to assist the Council in its appointment decisions relative to the discovery of potential conflicts and ethics code violations. An affirmative answer to any question is not necessarily indicative of an actual ethics code violation. This questionnaire does not purport to address all possible ethics code violations nor is it intended as a panacea for all appointment process. The Code of Governmental Ethics, Louisiana R.S. 42:1101, et seq., the Commission Ethics for Public Employees and/or our judicial system should be consulted with respect to any potential conflict or violation.

#### Key Definitions:

"Immediate family" as the term relates to public servants means his children, the spouses of his children, brothers, sisters, parents, spouse, and the parents of his spouse.

"Hospital Service District No. 1 of the Parish of Terrebonne, State of Louisiana" is a political subdivision of the state doing business as Terrebonne General Health System ("Terrebonne General") and includes all of its instrumentalities, legal entities, and contractual relationships including, but not limited to Southern Regional Medical Corporation, doing business as Leonard J. Chabert Medical Center ("Chabert").

"Transaction involving the governmental entity" means any proceeding, application, submission request for a ruling or other determination, contract, claim, case, or other such particular matter which the public servant or former public servant of the governmental entity in question knows or should know:

(a) Is or will be, the subject of action by the governmental entity. (b) Is one to which the governmental entity is or will be a party. (c) Is one in which the governmental entity has a direct interest A transaction involving the agency of a governmental entity shall have the same meaning with respect to the agency. 11N 10 2022 TERREBONNE PARISH JAN TH MOD

COUNCIL

TERREBONNE PARISH COUNCIL

#### QUESTIONS

Note: It is acknowledged that you may not possess that information necessary to provide a definitive answer to all questions. In this regard, this questionnaire seeks only your good faith response. It is not the purpose of this questionnaire to provide a means by which to judge your veracity. This questionnaire is simply a means by which we may hopefully identify potential conflicts or impediments to your appointment. In this regard all questions should be answered simply to the best of your knowledge, information, and belief. An **explanation of any "yes" or "unsure" answer should be provided and the subject question identified on a separate sheet of paper and returned with this questionnaire**.

- 1. Do you, any member of your immediate family, or any legal entity (e.g., a corporation) in which you exercise control or own an interest in excess of 25%
  - a) Have employment with,
  - b) Perform work on any other compensated basis for, or
  - c) Make sales, leases, or rentals to

any person or legal entity who has or is seeking to obtain a contractual, business, or financial relationship with the District, Terrebonne General or Chabert?

Answer: \_\_\_\_\_\_ (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

- 2. Do you, any member of your immediate family, or any legal entity (e.g., a corporation) in which you exercise control or own an interest in excess of 25%
  - a) Have employment with,
  - b) Perform work on any other compensated basis for, or
  - c) Makes sales, leases, or rentals to

anyone whose activities are regulated by the District, Terrebonne General or Chabert or who is otherwise substantially affected by the performance or nonperformance of the official duties of a hospital board member?

Answer: \_\_\_\_\_ (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

3. Have you or any member of your immediate family had any stake, right, claim in any transaction involving the governmental entity, the District, Terrebonne General or Chabert?

Answer:  $\cancel{NO}$  (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

- 4. Do you or any member of your immediate family have any stake, right, claim, or interest in any matter or transaction pending or otherwise, which
  - a) Is or may be, the subject of action by the District, Terrebonne General, or Chabert?
  - b) Is or may be, one to which the District, Terrebonne General or Chabert is or may be a party?
  - c) Is one in which the District, Terrebonne General or Chabert has, or may have, a direct interest in?

Answer:  $\cancel{NO}$  (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

- 5. Does any person or legal entity (e.g., a corporation) in which you have an economic interest have any stake, right, claim, or interest in any matter transaction, pending, or otherwise, which
  - a) Is or may be, the subject of action by the District, Terrebonne General or Chabert?
  - b) Is or may be, one to which the District, Terrebonne General, or Chabert is or may be a party?

c) Is one in which the District, Terrebonne General, or Chabert has or may have, a direct interest?

Answer: \_\_\_\_\_ (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

- 6. Does any person, or legal entity (e.g., a corporation) of which you are an officer, director, trustee, partner, or employee have any stake, right, claim, or interest in any matter or transaction pending or otherwise, which
  - a) Is or may be, the subject of action by the District, Terrebonne General, or Chabert?
  - b) Is or may be, one to which the District, Terrebonne General or Chabert is or may be a party?
  - c) Is one in which the District, Terrebonne General or Chabert, has or may have a direct interest:

Answer:  $\cancel{NO}$  (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

- 7. Does any person or legal entity (e.g., a corporation) with whom you are negotiating with or have an arrangement concerning prospective employment have any stake, right, claim, or interest in any matter or transaction pending or otherwise, which
  - a) Is or may be, the subject of action by the District, Terrebonne General or Chabert?
  - b) Is or may be, one to which the District, Terrebonne General or Chabert is or may be a party?
  - c) Is one in which the District, Terrebonne General or Chabert has or may have a direct interest?

Answer:  $\cancel{NO}$  (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

8. Does any person who is a party to an existing contract with you, or with any legal entity (e.g., a corporation) in which you exercise control or own an interest in excess of 25% or who owes any thing of economic value to either you or such legal entity, have any stake, right, claim, or interest in any matter or transaction pending or otherwise, which

- a) Is or may be, the subject of action by the District, Terrebonne General or Chabert?
- b) Is or may be, one to which the District, Terrebonne General or Chabert is or may be a party?
- c) Is one in which the District, Terrebonne General or Chabert is or may be a party?

Answer:  $\bigwedge$  (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

9. Are you, any member of your immediate family or legal entity (e.g., a corporation) in which you have an economic interest in any way interested in any contract, subcontract, or other transaction which is under the supervision or jurisdiction of the District, Terrebonne General or Chabert?

Answer: \_\_\_\_\_ (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

10. Please identify any activities or associations in which you, your immediate family or a legal entity (e.g., a corporation) in which you exercise control or own an interest are engaged that do business with, is a competitor of, or otherwise might be regarded as constituting a conflict of interest with respect to your potential duties as a board member for the District, Terrebonne General or Chabert?

Answer: (If yes or unsure, please provide an explanation on a plain sheet of paper and also note the corresponding question number.)

11. If an ethics code violation is alleged to exist and so that you may still be considered for a possible appointment to the Board of Commissioners, would you be willing to resolve any such conflict by terminating the alleged prohibited activity?

Answer: <u>1/2 S</u> (If necessary, please provide an explanation.)

12. I am a registered voter of Terrebonne Parish and have been a resident of this Parish for a minimum of two (2) years. \_\_\_\_\_(yes/no)

DATE: 1-3-2022

(Signature of person answering questions)

417 Crescent Blod.<br/>(Address)Rev. R. Don Ross<br/>(Print Name)Houma, LA 70360<br/>(City, State, Zip Code)Refired<br/>(Name of Employer)

#### **"NOTICE TO THE PUBLIC"**

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its JANUARY 12, 2022, Regular Session meeting the following vacancies and appointments:

**RECREATION DISTRICT NO. 2-3:** One unexpired term due to a resignation

**RECREATION DISTRICT NO. 3A:** One expired term and one unexpired term due to a resignation.

**RECREATION DISTRICT NO. 6:** One expired term.

**RECREATION DISTRICT NO. 7:** One expired term.

BAYOU BLUE FIRE PROTECTION DISTRICT: One expired term.

BAYOU CANE FIRE: One expired term on 01-01-22.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** Three expired terms on 01-01-22 and one unexpired term due to a resignation.

SCHRIEVER FIRE PROTECTION: One expired term on 01-01-22.

FIRE DISTRICT NO. 5: One expired term on 01-01-22.

FIRE DISTRICT NO. 6: One expired term on 01-01-22.

FIRE DISTRICT NO. 7: Three expired terms on 01-01-22.

FIRE DISTRICT NO. 8: Three expired terms on 01-01-22.

FIRE PROTECTION DISTRICT NO. 10: Two expired terms on 01-01-22 and one expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Seven expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, DHH Office of Behavioral Health, Options for Independence, Houma Police Department, and a Faith-Based Organization representative).

**VETERANS' MEMORIAL DISTRICT:** Two unexpired terms due to resignations (One representing the Parish President South of the Intracoastal and one representing American Legion Post 380) and one expired term (Representing the Vietnam Veterans of America).

TEDA: One expired term. (Representing the Terrebonne Parish Council)

TERREBONNE PARISH TREE BOARD: One vacancy due to a resignation.

COASTAL ZONE MANAGEMENT AND RESTORATION: One expired term. (Representing the Public).

PLANNING COMMISSION: One expired term.

-> HOSPITAL SERVICE DISTRICT NO. 1 BOARD: One vacancy due to a resignation.

HOUMA HOUSING AUTHORITY: One expired term on 01-01-22.

**HOUMA BOARD OF ZONING ADJUSTMENTS:** One vacancy due to a resignation. (The vacant position is for an Alternate Member)

Interested individuals wishing to be appointed to a Recreation Board must be a resident of the Recreation District and be willing to attend regularly scheduled meetings to discuss and take action on matters pertaining to recreational facilities and activities therein.

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or <u>council@tpcg.org</u>. Applicants should download and complete the application on the Parish's webpage at <u>http://www.tpcg.org</u> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **Monday**, **JANUARY 10**, **2022**. A brief résumé and/or letter of interest in serving should also be submitted. **TAMMY TRIGGS**, **ASSISTANT COUNCIL CLERK** 

TERREBONNE PARISH COUNCIL



Wednesday, January 12, 2022

Item Title: Recreation District No. 2,3 Board

Item Summary:

**Recreation District No. 2,3:** One unexpired term due to a resignation. Mr. Bill Juneau submits application and resume for consideration.

#### **ATTACHMENTS:**

Description

Recreation District No. 2,3 - Mr. Bill Juneau

**Upload Date** 1/10/2022

**Type** Backup Material

#### **"NOTICE TO THE PUBLIC"**

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TERREBONNE PÁRISH COUNCIL

\* \* \* \* \* \* \* \* \*

TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION FORM
DATE: 1/9/22
I, BILL JUNEAU, of full majority age, whose primary (Applicant's Name)
residence and permanent mailing address is 108 LEI 6 HTON LOOP (Address)
HOVMA, LA 70360, Telephone number is (985) 226 - 1580, (City, State, and Zip Code)
and E-mail is _ geaux LS 4 2000 By the. 600, wish to qualify for appointment
as a member of the <u>Rec Board 2/3</u> in Terrebonne Parish, (Board/Committee/Commission)
State of Louisiana, and states to be correct and true the following:
A. Applicant has maintained his/her primary residence in Terrebonne Parish at
108 Lei Gtor Loop (Jorna, LA 70360 (Primary residential address, City, State, Zip Code) for 12 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No
B. If applying for membership as a member of a Fire Protection District Board, applicant
B. If applying for membership as a member of a Fire Protection District Board, applicant affirms that he/she is a resident property owner/taxpayer of $\underbrace{\mathcal{N}}_{(Fire District)}$ and Council District No. $\underbrace{\mathcal{K}}_{\mathcal{N}}$
affirms that he/she is a resident property owner/taxpayer of
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TERREBONNE PARISH COUNCIL

Applicant affirms that his/her employment with		
(Name of Employer)         will not result in any economic gains for business purposes nor does said employme conflict with dual office holding provisions.         H. Are you employed by any Federal, State, or Local Government? Yes or No. State job duties and responsibilities:	2	Applicant affirms that his/her applevment with NIA
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<pre>conflict with dual office holding provisions. H. Are you employed by any Federal, State, or Local Government? Yes or No. State job duties and responsibilities:</pre>		will not now it in one companie coine for business numbers not done wid own laws
H. Are you employed by any Federal, State, or Local Government? Yes or No. State job duties and responsibilities:		
State job duties and responsibilities:		
I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?         Yes or No		
Yes or No If yes, explain: 		State job dudes and responsionnes.
Yes or No If yes, explain:  J. Are you elected to any Federal, State, or Local Office? Yes or No If yes, explain:  K. Are you a Judge, employee, or agent of any Court System? Yes or No State job duties and responsibilities:  L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of or employed by the Clerk of Court Office? Yes or No State job duties and responsibilities:  M. Are you currently under and have taken the Oath of Office and/or posted a bond? Yes or No If yes, explain:  N. Have you served as an Elected Official or Parish Agency Head within the last two Yes or No If yes, explain:		
Yes or No If yes, explain: 	-	
If yes, explain:		
J. Are you elected to any Federal, State, or Local Office? Yes or No         If yes, explain:		
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Yes or No		
If yes, explain:	M.	
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Yes or No If yes, explain:	N	
If yes, explain:		
		11 yes, explaint.

O. Have you served as a member of a Board/Commission/Committee within the last two

years? Yesor No		
If yes, explain:	 	

Applicant must complete and return this application <u>along with a copy of their resume</u> to:

MS. SUZETTE THOMAS, COUNCIL CLERK TERREBONNE PARISH COUNCIL POST OFFICE BOX 2768, HOUMA, LA 70361 E-MAIL: <u>council/a/tpcg.org</u> or FAX: (985) 873-6521

Applications should be submitted by 9:00 a.m. the Friday prior to the Regular Council Session.

Applicants should contact the Council Clerk's office to see when the Regular Council Session will be held.

\*NOTE: Providing false information on this application is grounds for immediate removal from any board or commission.

Signature of the applicant

1."Personal Economic Benefit" for purposes of this application, shall mean that no applicant or his/her immediate family will receive any economic benefit from the applicant's service on said Board, Committee, or Commission. The applicant's actions/transactions while serving on the Board/Committee/Commission may not result in profits for him/herself or his/her immediate family. A per diem received by the applicant for his/her service on any board or commission does not constitute personal economic benefit within the meaning of Provision E.

"Immediate Family" for purposes of this application means his/her children, the spouses of his/her children, brothers, sisters, parents, spouse, and the parents of his/her spouse.
 If any applicant is not aware of the meeting requirements of the particular

3. If any applicant is not aware of the meeting requirements of the particular Board/Commission/Committee to which he/she is applying for membership, he/she should determine this information by contacting the respective Board or by contacting the Terrebonne Parish Council Office.

Revision Date: \_\_\_\_\_

BILLY JUNEAU, JR. 108 Leighton Loop Houma, LA 70360 (985) 226.1580 Email: geauxLSU2000@yahoo.com

#### **Professional Experience**

Sales Executive/Estimator Cornerstone Flooring Companies New Orleans, LA March 2020 – Jan. 2022 www.cornerstoneflooring.co

Responsibilities: Review & perform takeoffs in FloorRight software for commercial projects (public & private bids) & create proposals in JobRunner estimating software. Flooring estimates range from \$10,000-\$2,000,000+.

COO Family Real Estate Enterprises, LLC Houston, TX June 2011 – March 2020

Responsibilities: Locate & supervise renovations to residential homes, perform renovation budgets & schedules, & manage renovation projects from start to finish.

Project Manager/Lead Estimator New Orleans Metalworks, Inc. Harvey, LA June 2009 – July 2018



TERREBONNE

Responsibilities: Perform takeoffs, write commercial painting proposals to General Contractors. Our company performs commercial, residential & industrial painting, historical renovations, etc. Projects range in price from \$30,000 - \$2 million for painting.

Froject Manager/Lead Estimator urface Systems, Inc. Www.petrosvs.com Jew Orleans, LA June 2008 – April 2009

Responsibilities: Perform takeoffs, solicit & review quotations from suppliers for commercial flooring pricing to General Contractors. Our company performs ceramic tile, resilient flooring, carpet, resinous flooring, finish carpentry & solid surface countertops. Projects range in price from \$50,000 - \$1.5 million for flooring.

Project Manager John Hardy Group www.jhgi.com Atlanta, Georgia August 2006 – December 2007

Responsibilities: The company is a Construction Management firm that represents commercial property owners (usually hotel ownership groups) during new or renovation construction

projects. I oversaw all day-to-day operations of hotel renovation projects at the Marriott at Marco Island, Florida. I managed project schedule, budget & all contractors.

#### **JHGI PROJECTS:**

#### August 2006 - December 2007: Marriott at Marco Island, FL

\$1.6 million new construction of maintenance facilities at The Rookery Clubhouse.
\$24 million renovation & various projects to Marriott Hotel at Marco Island
OWNER: Cornerstone Real Estate Advisors, Hartford, CT

December 2007 - Chicago City Centre & Chicago Allerton Hotel \$6 million renovations to existing hotels OWNER: Oxford Lodging, San Francisco, CA

Project Engineer Juneau Construction Company www.juneaucc.com Atlanta, Georgia June 1997 – Jan. 2002 2004-2006

Responsibilities: Provide assistance to the Project Management team as well as the Superintendent on projects. Organize multiple job sites as well as support JCC's preconstruction efforts. Primary responsibilities include shop drawing review, procurement of materials, quality management, implement & manage project construction schedules, and field office organization.

#### Education

Nicholls State University, Thibodaux, LA – Bachelor of Arts, Communication Arts, 1991 Louisiana State University, Baton Rouge, LA – 1987-88

Terrebonne High School, Houma, LA – 1984-86 Lisa Park Elementary, Houma, LA

#### **Volunteer Services**

TPR Baseball Coach - 2012-Present

I've coached baseball for kids ages 7-12 for the last 5 years. I grew up in the TPR system, & credit it for being one of the most positive influences in my life. My former coaches Tom Kane, Joe Teuton Sr., Gordon Hamner, Tom Detwiler & many others I can't recall were men I'll never forget, & they are the reason I chose to follow in their footsteps & coach in TPR.



Wednesday, January 12, 2022

#### Item Title:

Notice to the Public

#### Item Summary:

**Veteran's Memorial District:** Two (2) unexpired term due to resignations (One representing the Parish President South of the Intracoastal and one representing American Legion Post 380) and one (1) expired term (Representing the Vietnam Veterans of America).

Recreation District No. 3A: One (1) expired term and one (1) unexpired term due to a resignation.

Recreation District No. 6: One (1) expired term.

Recreation District No. 7: One (1) expired term.

Bayou Blue Fire Protection District: One (1) expired term.

Bayou Cane Fire: One (1) expired terms on 01-01-22.

**Coteau Fire Protection District Board:** One (1) expired terms on 01-01-22 and one (1) unexpired term due to a resignation.

Fire District No. 8: One (1) expired term on 01-01-22.

Fire District No. 10: One (1) expired term on 01-01-22.

Terrebonne Parish Tree Board: One (1) vacancy due to a resignation.

Children and Youth Services Board: One(1) expired term (representing City Court).

TEDA: One (1) expired term (representing Terrebonne Parish Council).

Coastal Zone Management and Restoration: One (1) expired term (Representing the Public).

Houma Housing Authority: One (1) expired term on 01-01-22.

**Houma Board of Zoning Adjustments:** One vacancy due to a resignation. (The vacant position is for an Alternate Member)

Category Number: 7. Item Number: A.



Wednesday, January 12, 2022

Item Title: Parish President Announcements

# **Item Summary:** Parish President

Category Number: 7. Item Number: B.



Wednesday, January 12, 2022

Item Title: Council Members Announcements

# Item Summary: Council Members

Category Number: 8. Item Number: A.



Wednesday, January 12, 2022

# Item Title:

T. Baker Smith

# Item Summary:

T. Baker Smith

### **ATTACHMENTS:**

**Description** T. Baker Smith **Upload Date** 1/7/2022

**Type** Backup Material

# TERREBONNE PARISH CONSOLIDATED GOVERNMENT MONTHLY STATUS REPORT FOR THE PARISH COUNCIL MEETING, JANUARY 12, 2022

**PREPARED BY:** 



# AMBER L. PLESSALA, P.E. Lead Professional – Terrebonne Parish

JANUARY 2022

#### 1. <u>PROJECT COORDINATOR</u> <u>Amber L. Plessala, P.E.</u>

2. <u>PROJECT</u>:

4.

- a. Parish Project No. 01-DRA-44
- b. TBS Project No <u>2001.0086</u>
- c. Title Mount Pilgrim Forced Drainage Area 6-3-Humphries (District 2)

#### 3. PROFESSIONAL AGREEMENT:

a.	Date of Original Agreement	December 26,2001
b.	Type (Hourly, Lump Sum, %)	% Construction
с.	Fees	
	1. Total Estimated (Basic & Additional)	\$856,136.02
	2. Current Budgeted Level	\$402,166.00
	3. Remaining to be earned at current budgeted	
	level	\$130,030.92
	4. Earned to date	\$272,135.08
PLA	N PREPARATION STATUS:	
a.	Right-of-way	20%
b.	Permits	50%
с.	Soil Survey	0%
d.	Field Survey	40%
e.	Preliminary Plans	50%
f.	Final Plans	0%
g.	Estimated Bid Date	Not yet established

#### 5. CONSTRUCTION STATUS:

h. Estimated Cost of Construction

a.	Actual Bid Date	N/A
b.	Contractor	N/A
с.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date (\$)	N/A
j.	Date of Substantial Completion	N/A

#### 6. <u>REMARKS</u>:

TBS is awaiting TPCG Staff direction for when ready to proceed with this project. The permit was withdrawn in July 2019.

\$3,715,550.00

#### 1. <u>PROJECT COORDINATOR</u> <u>Amber L. Plessala, P.E.</u>

#### 2. <u>PROJECT</u>:

- a. Parish Project No. 02-DRA-28
- b. TBS Project No <u>2016.0217</u>
- c. Title Phase 4, 1-1A FD Improvements-Pump Station

#### 3. PROFESSIONAL AGREEMENT:

	ate of Original Agreement	July 19, 2002
b. T	ype (Hourly, Lump Sum, %)	% Construction, T&M
c. F	ees	
1	. Total Estimated (Basic & Additional)	\$844,960.22
2	Current Budgeted Level	\$744,338.02
3	. Remaining to be earned at current budgeted	
	level	\$13,379.05
4	. Earned to date	\$730,958.97
4	Earned to date	\$730,958.97
<u>AN P</u>	REPARATION STATUS:	
~ D	inhe of	1000/

# a. Right-of-way100%b. Permits100%c. Soil Survey100%d. Field Survey100%e. Preliminary Plans100%f. Final Plans100%g. Estimated Bid DateNovember 2018

h. Estimated Cost of Construction

#### 5. CONSTRUCTION STATUS:

a. Actual Bid Date	December 18, 2018
o. Contractor	River Road Construction, Inc.
c. Contract Amount	\$3,381,328.19 (CO #3)
d. Date Work Order Issued	March 11, 2019
e. Total Contract Time (Days)	295 Calendar Days (CO #3)
<ol> <li>Scheduled Completion Date</li> </ol>	December 3, 2019
g. Time Elapsed Days (%)	249%
n. Project Complete (%)	100%
. Estimates Paid to Date (\$)	\$3,181,348.40
. Date of Substantial Completion	February 18, 2021

#### 6. <u>REMARKS</u>:

A substantial completion inspection was held on February 18, 2021. Soft started issues have been corrected.

\$3,325,675.00

#### 1. <u>PROJECT COORDINATOR</u> <u>Amber L. Plessala, P.E.</u>

- 2. <u>PROJECT</u>:
  - a. Parish Project No. 09-DRA-06
  - b. TBS Project No <u>2009.0656</u>
  - c. Title Drainage Areas near Lake Boudreaux Freshwater Introduction (District 7)

#### 3. PROFESSIONAL AGREEMENT:

a.	Date of Original Agreement	October 6, 2009
b.	Type (Hourly, Lump Sum, %)	% Construction
c.	c. Fees	
	1. Total Estimated (Basic & Additional)	\$1,032,208.00
	2. Current Budgeted Level	\$642,633.00
	3. Remaining to be earned at current budgeted	
	level	\$131,230.56
	4. Earned to date	\$511,402.44

#### 4. <u>PLAN PREPARATION STATUS</u>:

a.	Right-of-way	0%
b.	Permits	50%
с.	Soil Survey	100%
d.	Field Survey	90%
e.	Preliminary Plans	100%
f.	Final Plans	0%
g.	Estimated Bid Date	Not yet established
h.	Estimated Cost of Construction	\$6,178,733.00

#### 5. CONSTRUCTION STATUS:

a.	Actual Bid Date	N/A
b.	Contractor	N/A
c.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date (\$)	N/A
j.	Date of Substantial Completion	N/A

6. <u>REMARKS</u>:

Additional field surveys were completed in May 2017. TBS submitted revised 30% Design in July 2017 for the North System. TBS is awaiting TPCG Staff direction to proceed with final design of North System and permit acquisition. TBS shall revise Amendment No. 3 upon Notice to Proceed.

#### 1. <u>PROJECT COORDINATOR</u> <u>Amber L. Plessala, P.E.</u>

#### 2. <u>PROJECT</u>:

a. Parish Project No. 01-DRA-40	a.	Parish Project No.	01-DRA-40
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b. TBS Project No <u>2010.0107</u>

		Modeling & Improvements of 1-1B Drainage System Channels (Phase 1C,
c.	Title	St. Louis Bayou, Country Estates to US 90)-District 5

#### 3. PROFESSIONAL AGREEMENT:

a.	Dat	te of Original Agreement	February 24, 2010
b.	Тур	pe (Hourly, Lump Sum, %)	% Construction
с.	Fee	25	
	1.	Total Estimated (Basic & Additional)	\$334,580.00
	2.	Current Budgeted Level	\$111,147.00
	3.	Remaining to be earned at current budgeted level	\$14,607.53
	4.	Earned to date	\$96,539.47

#### 4. <u>PLAN PREPARATION STATUS</u>:

a.	Right-of-way	8% (3 of 24)
b.	Permits	100%
c.	Soil Survey	
d.	Field Survey	100%
e.	Preliminary Plans	100%
f.	Final Plans	95%
g.	Estimated Bid Date	Not yet established
h.	Estimated Cost of Construction	\$1,283,500.00

#### 5. CONSTRUCTION STATUS:

a.	Actual Bid Date	N/A
b.	Contractor	N/A
c.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date (\$)	N/A
j.	Date of Substantial Completion	N/A

#### 6. <u>REMARKS</u>:

TBS is awaiting staff direction for when they are ready to move forward with this project. TBS is coordinating with NLLD, LPG and TPCG Administration to consider some emergency cleanout work.

#### 1. <u>PROJECT COORDINATOR</u> <u>Amber L. Plessala, P.E.</u>

#### 2. <u>PROJECT</u>:

a. Parish Project No. <u>(</u>	01-DRA-40
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b. TBS Project No <u>2010.0100</u>

1-1B F.D. System Channel Improvements (Phase 1D) St. Louis Bayou,

c. Title US 90 to LA 316 (District 5)

#### 3. <u>PROFESSIONAL AGREEMENT</u>:

a.	Da	te of Original Agreement	February 24, 2010
b.	Ту	be (Hourly, Lump Sum, %)	% Construction
с.	Fee	es	
	1.	Total Estimated (Basic & Additional)	\$342,440.00
	2.	Current Budgeted Level	\$126,664.00
	3.	Remaining to be earned at current budgeted	\$17,088.28
		level	
	4.	Earned to date	\$109,575.72

#### 4. PLAN PREPARATION STATUS:

a.	Right-of-way	35% (9 of 26)
b.	Permits	100%
с.	Soil Survey	N/A
d.	Field Survey	100%
e.	Preliminary Plans	100%
f.	Final Plans	95%
g.	Estimated Bid Date	Not yet established
h.	Estimated Cost of Construction	\$1,249,000.00

#### 5. CONSTRUCTION STATUS:

a.	Actual Bid Date	N/A
b.	Contractor	N/A
с.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date (\$)	N/A
j.	Date of Substantial Completion	N/A

#### 6. <u>REMARKS</u>:

TBS is awaiting staff direction for when they are ready to move forward with this project. TBS is coordinating with NLLD, LPG and TPCG Administration to consider some emergency cleanout work.

1.	PROJECT COORDINATOR	Amber Plessala,	P.E.
<b>-</b> .		/ (110 CT 1 1000 ala)	

2. <u>PROJECT</u>:

a. Parish Project No. <u>01-DRA-40</u>
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- b. TBS Project No <u>2010.0115</u>
- Modeling Improvements of 1-1B F.D. System Channels (Phase 3A, Reach 3)c. TitleC.C.C. Ditch Widening (District 5)

#### 3. **PROFESSIONAL AGREEMENT**:

a.	Dat	te of Original Agreement	February 24, 2010
b.	Тур	pe (Hourly, Lump Sum, %)	% Construction
c.	Fee	25	
	1.	Total Estimated (Basic & Additional)	\$319,550.00
	2.	Current Budgeted Level	\$648,087.13
	3.	Remaining to be earned at current budgeted	
		level	\$146,245.15
	4.	Earned to date	\$501,841.98

#### 4. PLAN PREPERATION STATUS:

a.	Right-of-way	95%
b.	Permits	100%
c.	Soil Survey	100%
d.	Field Survey	95%
e.	Preliminary Plans	100%
f.	Final Plans	98%
g.	Estimated Bid Date	Not yet established
h.	Estimated Cost of Construction	\$1,421,500.00

#### 5. <u>CONSTRUCTION STATUS</u>:

a.	Actual Bid Date	N/A
b.	Contractor	N/A
c.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date (\$)	N/A
j.	Date of Substantial Completion	N/A
ı. j.		

6. <u>REMARKS</u>:

TBS is awaiting staff direction for when they are ready to move forward with this project.

#### 1. <u>PROJECT COORDINATOR</u> <u>Amber L. Plessala, P.E.</u>

#### 2. <u>PROJECT</u>:

- a. Parish Project No. <u>10-CDBG-WTR-70</u>
- b. TBS Project No <u>2011.0086</u>

c. Title <u>Project</u>

#### 3. PROFESSIONAL AGREEMENT:

of Original Agreement	February 26, 2011	
e (Hourly, Lump Sum, %)	% Construction, T&M	
Total Estimated (Basic & Additional)	\$706,499.30	
Current Budgeted Level	\$706,499.30	
Remaining to be earned at current budgeted		
level	\$283,560.30	
Earned to date	\$422,939.00	
	e (Hourly, Lump Sum, %) Total Estimated (Basic & Additional) Current Budgeted Level Remaining to be earned at current budgeted level	

#### 4. <u>PLAN PREPARATION STATUS</u>:

a.	Right-of-way	80% (Phase I)
b.	Permits	95% (Overall)
с.	Soil Survey	50% (Overall)
d.	Field Survey	100%
e.	Preliminary Plans	100%
f.	Final Plans	95% (Overall)
g.	Estimated Bid Date	November 2021 (Phase 1)
h.	Estimated Cost of Construction	\$2,566,655.00 (Phases I thru III)

#### 5. CONSTRUCTION STATUS:

a.	Actual Bid Date	N/A
b.	Contractor	N/A
c.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date (\$)	N/A
j.	Date of Substantial Completion	N/A

#### 6. <u>REMARKS</u>:

USACE and LDNR have issued mitigation determination letters and TBS met with staff to discuss funding and payment of mitigation. TBS submitted final design plans for Phase I water control structure on August 10, 2021 and is awaiting comments. TBS is awaiting response from landowner, regarding servitudes.

- 1. PROJECT COORDINATOR Amber L. Plessala, P.E.
- 2. PROJECT:

- a. Parish Project No. <u>17-OYS-37</u>
- b. TBS Project No 2017.0907
- Oyster Bed Surge Protection in Lake Chien and Tambour c. Title

#### 3. <u>PROFESSIONAL AGREEMENT</u>:

a.	Date of Original Agreement	May 2, 2018	
b.	 Type (Hourly, Lump Sum, %)	Lump Sum/T&M	
c.	Fees		
	1. Total Estimated (Basic & Additional)	\$745,272.00 (Phase I)	
	2. Current Budgeted Level	\$665,272.00	
	<ol> <li>Remaining to be earned at current budgeted</li> </ol>		
	level	\$151,214.57	
	4. Earned to date	\$514,057.43	
PLAN	N PREPARATION STATUS:		
a.	Right-of-way	20%	
b.	Permits	80%	
с.	Soil Survey	100%	
d.	Field Survey	100%	
e. Preliminary Plans		100%	
f.	Final Plans	95%	
g.	Estimated Bid Date	TBD	
h.	Estimated Cost of Construction	\$896,600.00 (PHASE I)	
5. CONSTRUCTION STATUS:			
a.	Actual Bid Date	N/A	
b.	Contractor	N/A	
с.	Contract Amount	N/A	
d.	Date Work Order Issued	N/A	
e.	Total Contract Time (Days)	N/A	
f.	Scheduled Completion Date	N/A	
g.	Time Elapsed Days (%)	N/A	
h.	Project Complete (%)	N/A	
i.	Estimates Paid to Date (\$)	N/A	
j.	Date of Substantial Completion	N/A	
	b. c. PLAN a. b. c. d. e. f. g. h. c. d. e. f. g. h. c. d. e. f. g. h. i.	<ul> <li>b. Type (Hourly, Lump Sum, %)</li> <li>c. Fees <ol> <li>Total Estimated (Basic &amp; Additional)</li> <li>Current Budgeted Level</li> <li>Remaining to be earned at current budgeted level</li> <li>Earned to date</li> </ol> </li> <li>PLAN PREPARATION STATUS: <ol> <li>Right-of-way</li> <li>Permits</li> <li>Soil Survey</li> <li>Field Survey</li> <li>Field Survey</li> <li>Final Plans</li> <li>Estimated Bid Date</li> <li>Estimated Cost of Construction</li> </ol> </li> <li>CONSTRUCTION STATUS: <ol> <li>Actual Bid Date</li> <li>Contractor</li> <li>Contractor</li> <li>Contract Amount</li> <li>Date Work Order Issued</li> <li>Time Elapsed Days (%)</li> <li>Project Complete (%)</li> <li>Estimates Paid to Date (\$)</li> </ol> </li> </ul>	

#### 6. <u>REMARK</u>

TBS has submitted final design plans for the overall project on August 19, 2021. CPRA has terminated the grant agreement. It is anticipated that a grant application for a larger project may be submitted. TBS has placed professional services on hold as directed by staff.

#### 1.PROJECT COORDINATOR

2	PROJECT:		Paul Olivier
	a.	Parish Project No.	<u>N/A</u>
	b.	TBS Project No	<u>2020.0775</u>
			ROWs and Permitting for Country Estates Dr./St. Louis Bayou Bridge
	c.	Title	<u>Replacement</u>

#### 3. PROFESSIONAL AGREEMENT:

a.	Date of Original Agreement	September 16, 2020
b.	Type (Hourly, Lump Sum, %)	Lump Sum
c.	Fees	
	3 Total Estimated (Basic & Additional)	\$27,600.00
	4 Current Budgeted Level	\$27,600.00
	5 Remaining to be earned at current budgeted	
	level	\$2,820.00
	6 Earned to date	\$24,780.00
4.	PLAN PREPARATION STATUS:	
a.	Right-of-way	95%
b.	Permits	N/A
с.	Soil Survey	N/A
d.	Field Survey	N/A
e.	Preliminary Plans	100% (By LADOTD)
f.	Final Plans	95% (By LADOTD)
g.	Estimated Bid Date	N/A
h.	Estimated Cost of Construction	N/A
5.	CONSTRUCTION STATUS:	
a.	Actual Bid Date	N/A
b.	Contractor	N/A
с.	Contract Amount	N/A
d.	Date Work Order Issued	N/A
e.	Total Contract Time (Days)	N/A
f.	Scheduled Completion Date	N/A
g.	Time Elapsed Days (%)	N/A
h.	Project Complete (%)	N/A
i.	Estimates Paid to Date (\$)	N/A
j.	Date of Substantial Completion	N/A

#### 6. <u>REMARKS</u>:

TBS has submitted 95% final plans to LADOTD on August 17, 2021 and provided the final right of way maps to TPCG on August 19, 2021. TBS is currently addressing comments from LADOTD on 95% plans.

#### 1. PROJECT COORDINATOR Jack Plaisance

2. <u>PROJECT</u>:

- a. Parish Project No. <u>N/A</u>
- <u>2021.1154</u> b. TBS Project No
- SWFC Application for Barrow Street Pump Station at Little Bayou Black c. Title

#### 3. <u>PROFESSIONAL AGREEMENT</u>:

	a.	Date of Original Agreement	December 2021
	b.	Type (Hourly, Lump Sum, %)	Lump Sum
	с.	Fees	
		5. Total Estimated (Basic & Additional)	\$65,000.00
		6. Current Budgeted Level	\$65,000.00
		<ol> <li>Remaining to be earned at current budgeted level</li> </ol>	\$63,330.00
		8. Earned to date	\$1,670.00
4.	PLA	N PREPARATION STATUS:	
	a.	Right-of-way	N/A
	b.	Permits	N/A
	с.	Soil Survey	N/A
	d. Field Survey e. Preliminary Plans		50%
			0%
	f.	Final Plans	0%
	g.	Estimated Bid Date	N/A
	h.	Estimated Cost of Construction	\$7,000,000
5.	5. CONSTRUCTION STATUS:		
	a.	Actual Bid Date	N/A
	b.	Contractor	N/A
	с.	Contract Amount	N/A
	d.	Date Work Order Issued	N/A
	e.	Total Contract Time (Days)	N/A
	f.	Scheduled Completion Date	N/A
	g.	Time Elapsed Days (%)	N/A
	h.	Project Complete (%)	N/A
	i.	Estimates Paid to Date (\$)	N/A
	j.	Date of Substantial Completion	N/A

#### 6. <u>REMARKS</u>:

Engineering Agreement was recorded on December 3, 2021. TBS is performing field surveys and coordinating kickoff of the H&H modeling study.

Category Number: 8. Item Number: B.



Wednesday, January 12, 2022

Item Title: GIS Engineering, LLC.

## Item Summary:

GIS Engineering, LLC.

**ATTACHMENTS:** 

**Description** GIS Engineering, LLC. **Upload Date** 1/10/2022

**Type** Report





#### December 31, 2021

ENGINEERING III	December 31, 2021	
1. PROJECT COORDINATOR:	Kevan Keiser, P.E.	
2. CONSTRUCTION MANAGER:	Joseph Chauvin	
3. PROJECT:		
a. Parish Project No.	16-SEW-13	
b. GIS Project No.	39130-1012/1013	
c. Title	Renovations of Afton, Ardoyne, and Naquin Se	wer Lift Stations - Naquin
4. PROFESSIONAL AGREEMENT		
. Date of Original Agreement		May 23, 2016
. Type (Hourly, Lump Sum, %)	—	Lump Sum and T&M
. Fees		
i. Total Estimated (Basic & Ac	lditional)	\$156,691.00
ii. Current Budgeted Level		\$156,691.00
iii. Remaining to be Earned at	Current Budgeted Level	\$25,859.71
iv. Earned to Date		\$130,831.29
. <u>PLAN PREPARATION STATUS</u>		
. Right-of-Way		Completed
. Soil Survey		N/A
. Field Survey		Completed
. Preliminary Plans		Completed
. Final Plans		Completed
Estimated Bid Date		TBD
. Estimated Cost of Construction	1	
Afton & Ardoyne		\$264,000.00
Naquin		\$460,000.00
. CONSTRUCTION STATUS		
. Actual Bid Date		June 29, 2021
. Contractor		LA Contracting Enterprise, LLC
Contract Amount		\$614,932.00
. Date Work Order Issued		November 1, 2021
. Total Contract Time		120 Days
Scheduled Completion Date		February 28, 2021
. Time Elapsed		30 Days
. Project Complete		0%
Estimates Paid to Date		\$0.00
. <u>REMARKS</u>		
Naquin Station	eeting was held with the client and contractor on Dece	mber 7 2021 From this mosting the numer are the
, i e	e expected to be in toward the end of February. Becau	
<b>o</b> ,	inuary to minimize the bypass pumping. GIS is in close	
	ait DEVe and Cubusittale for an iou and a group of	contaction with by contracting.

Contractor has begun to submit RFI's and Submittals for review and approval.
 Notice to Proceed was issued on November 1, 2021.

- A Pre-Construction Meeting was held on August 19, 2021.





\$2,538,588.52

\$3,174.55

\$2,535,413.97

#### December 31, 2021

1.	PROJECT COORDINATOR:	Christopher Jeanice, P.E.	
2.	CONSTRUCTION MANAGER:	Christopher Jeanice, P.E.	_
3.	PROJECT:		
a.	Parish Project No.	16-DRA-26	
b.	GIS Project No.	39130-1020/1021	_
c.	Title	Hanson Canal Pump Station	
		Construction Phase	_
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		May 23, 2016
b.	Type (Hourly, Lump Sum, %)		Lump Sum and T&M
с.	Fees		
	i. Total Estimated (Basic & Addi	tional)	\$2,538,588.52

- ii. Current Budgeted Level
- iii. Remaining to be Earned at Current Budgeted Level
- iv. Earned to Date

#### PLAN PREPARATION STATUS 5.

a.	Right-of-Way	TBD
b.	Permits	Completed
c.	Soil Survey	Completed
d.	Field Survey	Completed
e.	Preliminary Report	Completed
f.	Preliminary Design Report	Completed
g.	Final Design Report	Completed
h.	Estimated Bid Date	June 13, 2018
i.	Estimated Cost of Construction for Base Bid	\$8,266,153.00
	Estimated Cost of Construction for Bid Add 1 – Automatic Trash Rakes	\$895,500.00
	Estimated Cost of Construction for Bid Add 2 – Generator System	\$1,450,650.00

#### June 20, 2018 Actual Bid Date a. MR Pittman Group, LLC b. Contractor \$12,341,191.38 (As of Change Order No. 4) Contract Amount с. September 4, 2018 d. Date Work Order Issued Total Contract Time 710 Days e. March 1, 2020 f. Scheduled Completion Date 1,053 Days (Delays due to electrical) g. Time Elapsed h. Project Complete 100% Estimates Paid to Date \$11,608,578.56 i.

- REMARKS 7.
  - A Substantial Completion walk-thru was conducted on July 29, 2021.
  - A Substantial Completion Recommendation was submitted for approval by the TPCG Council.
  - GIS is coordinating with MR Pittman on punch list items.





#### December 31, 2021

1.	PROJECT COORDINATOR:	Laura Barnes, P.E.	
2.	CONSTRUCTION MANAGER:	Laura Barnes, P.E.	
3.	PROJECT:		
a.	Parish Project No.	16-DRA-25	
b.	GIS Project No.	39130-1022/1023	
с.	Title	Petit Caillou Drainage Project	
		Construction Phase	
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		May 31, 2016
b.	Type (Hourly, Lump Sum, %)		Lump Sum and T&M
c.	Fees		
	i. Total Estimated (Basic & Additio	nal)	\$1,487,772.03
	ii. Current Budgeted Level		\$1,487,772.03
	iii. Remaining to be Earned at Curre	ent Budgeted Level	\$(7,137.53)
	iv. Earned to Date		\$1,494,909.56
5.	PLAN PREPARATION STATUS		
a.	Right-of-Way		Completed
b.	Permits		Completed
с.	Soil Survey		Completed
d.	Field Survey		Completed
e.	Preliminary Plans	Completed	
f.	Preliminary Design Plans		Completed
g.	Final Plans		Completed
h.	Estimated Bid Date		August 6, 2019
i.	Estimated Cost of Construction for I		\$7,420,261.00
	Estimated Cost of Construction for I		\$650,000.00
	Estimated Cost of Construction for I	Bid Add 2 – Generator System Diesel	\$50,000.00
6.	CONSTRUCTION STATUS		
a.	Actual Bid Date		August 13, 2019
b.	Contractor		Sealevel Construction
c.	Contract Amount		\$8,027,151.35
d.	Date Work Order Issued		February 10, 2020
e.	Total Contract Time		514 Days
f.	Scheduled Completion Date		July 7, 2021
g.	Time Elapsed Days		514 Days
h.	Project Complete		100%
i.	Estimates Paid to Date		\$ 8,027,151.35

#### 7. <u>REMARKS</u>

- Redline As-builts were compiled by GIS and provided to TPCG.
- With the exception of one year warranty and Ida related repairs, the project is closed-out.
- GIS continues to coordinate with Sealevel on delivery of long lead time replacement electrical components, Pump #3 repairs, Motor #1 repairs, and Motor #4 repairs.
- The back-up generator, three of the four pumps, and all trash rakes remain operational.



1

PROJECT COORDINATOR:

#### TERREBONNE PARISH CONSOLIDATED GOVERNMENT PROJECT STATUS REPORT GIS Engineering, LLC



## December 31, 2021

Kevan Keiser, P.E.

2.	CONSTRUCTION MANAGER:		
3.	PROJECT:		
<b>э.</b> а.	Parish Project No.	17-DRA-42	
b.	GIS Project No.	39130-1071/1072	
с.	Title	Bayou Terrebonne Drainage Project	
•		Phase I: Bayou Cane Pump Station	
		<ul> <li>Phase II: Ouiski Bayou Levee</li> </ul>	
		Phase III: Ellendale Levee	
		Final Design Phase	
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		November 1, 2017
b.	Type (Hourly, Lump Sum, %)		Lump Sum & T&M
c.	Fees		· · · · ·
	i. Total Estimated (Basic & Addition	nal)	\$1,896,635.00
	ii. Current Budgeted Level		\$1,896,635.00
	iii. Remaining to be Earned at Curre	nt Budgeted Level	\$204,159.63
	iv. Earned to Date	-	\$1,692,475.37
5.	PLAN PREPARATION STATUS		
э. а.	Right-of-Way		In-Progress
b.	Soil Survey		Completed
с.	Field Survey		Completed
d.	Preliminary Plans		Completed
e.	Final Plans		Completed
f.	Estimated Bid Date		TBD
g.	Estimated Cost of Construction		\$9,500,000.00
ъ.			\$3,300,000.00
6.	CONSTRUCTION STATUS		
a.	Actual Bid Date		TBD
b.	Contractor		TBD
с.	Contract Amount		TBD
d.	Date Work Order Issued		TBD
e.	Total Contract Time		TBD
f.	Scheduled Completion Date		TBD
g.	Time Elapsed Days		TBD
h.	Project Complete		TBD
i.	Estimates Paid to Date		TBD
7.	<u>REMARKS</u>		
	- Final Design Phase Bayou Cane Pur	np Station:	
	<ul> <li>Einal plans and specifications /</li> </ul>	with alactrical drawings and space) were delivered to	TPCC on December 22, 2020

• Final plans and specifications (with electrical drawings and specs) were delivered to TPCG on December 23, 2020.

- Final Design Phase Ouiski Bayou Levee:
  - GIS delivered the 95% Design Drawings and Specifications to TPCG on Tuesday, May 4, 2021.
  - GIS completed drawing the detail drawings of the steel sump box for the submersible pumps and the aluminum headwall for the water control structures.
  - GIS completed the electrical drawings for the Savanne Road Lift Stations. GIS and Entergy will revisit the electrical plans once construction begins.
  - GIS is working on a Final Design deliverable that does not include dredging of Ouiski Bayou and that includes the TPCG borrow pit.
  - GIS is currently waiting on a specification from TPCG on the Owner Provided Pump Control Panel.

- Preliminary Design Phase Ellendale Levee:

- GIS began work on the Preliminary Drawings, Report, and Cost Estimate.
- The survey that was performed by MPH has been completed. GIS is currently waiting on the survey data.
- All landowners that will be affected by the levee construction have been gathered for permitting purposes.
- GIS contracted Eustis Engineering to collect Geotechnical Data in the project area. Eustis has begun to gather the data needed, but most of the existing levee needs to be cleared for access. GIS is in coordination with TPCG on clearing the levee.

- Hydraulic Modeling – 1-1B:

• GIS submitted FTN's modeling results along with a technical memo with analysis and recommendations on April 2, 2020.

- Permitting:

- GIS submitted the Coastal Use Permit Application to LDNR on October 1, 2020.
- GIS has revised plats and responded to comments that were received from LDNR on March 31, 2021. GIS submitted the revisions and comments on April 14, 2021.
- The Water Quality Certification application has been approved as of September 21, 2021.
- GIS completed a wetland assessment and a report is currently being prepared.
- LDNR requested a contingency plan, a habitat map, and a pre and post construction monitoring plan. These documents have been submitted to LDNR.

• GIS submitted revised permit drawings to LDNR. These permit drawings do not include dredging of Ouiski Bayou. Since sending the revised drawings to LDNR, GIS has received and responded to comments from LDNR.

- Gauge Installation and Monitoring:

- GIS continues to monitor the (5) five monitoring stations along Bayou Terrebonne.
- The monitoring station at the Highland Bridge is currently out. GIS replaced the battery and fuses, but the station is still down. GIS contacted Xylem about this problem. The data transmitter needs to be repaired. Xylem is working to get a quote on the repair cost.





#### December 31, 2021

1.	PROJECT COORDINATOR:	Kevan Keiser, P.E.		
2.	CONSTRUCTION MANAGER:	Joseph Chauvin	—	
			—	
3.	PROJECT:			
a.	Parish Project No.	18-SEW-02		
b.	GIS Project No.	39145-1092/1093		
c.	Title	Martin Luther King Boulevard		
		Sanitary Sewer Project		
_				
4.	PROFESSIONAL AGREEMENT		March 40, 2010	
a.	Date of Original Agreement		March 19, 2018	
b.	Type (Hourly, Lump Sum, %)		Lump Sum & T&M	
с.	Fees i. Total Estimated (Basic & Addition		\$264 417 40	
		idi)	\$264,417.49 \$264,417.49	
	<ul><li>ii. Current Budgeted Level</li><li>iii. Remaining to be Earned at Curre</li></ul>	nt Budgeted Level	\$76,965.49	
	iv. Earned to Date		\$187,452.00	
5.	PLAN PREPARATION STATUS		\$187,452.00	
<b>э.</b> а.	Right-of-Way		Completed	
b.	Permits		TBD	
с.	Soil Survey		TBD	
d.	Field Survey		Completed	
e.	Preliminary Plans		Completed	
f.	Final Plans		Completed	
g.	Estimated Bid Date		June 2021	
h.	Estimated Cost of Construction		\$850,000	
			,	
6.	CONSTRUCTION STATUS			
а.	Actual Bid Date		June 8, 2021	
b.	Contractor		LA Contracting Enterprise, LLC	
с.	Contract Amount		\$1,059,570.00	
d.	Date Work Order Issued		October 12, 2021	
e.	Total Contract Time (Days)		180 Days	
f.	Scheduled Completion Date		April 9, 2022	
g.	Time Elapsed (Days)		91 Days 10%	
h. i.	Project Complete (%) Estimates Paid to Date (\$)		\$105,118.72	
7.	REMARKS		\$105,118.72	
·. -	Manhole A-3 has been installed.			
-	The gravity sewer pipe was extended	to manhole A-3.		
-		lled at Station 7+00 and Station 10+10.		
-	The gravity sewer line was installed o	ver the existing drainage pipes the cross MLK		
	A 24"x34' steel casing was jack and be			
	A 24"x82' steel casing was jack and be			
-	A 12"x35' steel casing was installed for	r the 6" force main passage under the drivew	vay to the Wingate.	
-	Two (2) 12"x45' steel casings were ins	talled for the 6" force main passage under th	e driveway to the Murphy Express.	
-	Contractor began receiving materials	on the project site. Received manholes, confl	ict boxes, piping, and limestone.	
-	Contractor began construction layout	on the project site.		
-	Contractor laid out traffic signage and	traffic cones at the project site.		
-	Contractor mobilized equipment to the	e project site on Monday, November 22, 202	1.	
-	The contractor has begun to submit t	ne required submittals and GIS is currently re-	viewing these submittals.	
-	Notice to Proceed was issued to LA Co	ontracting Enterprise, LLC on October 12, 202	1.	
-	A Pre-Construction Meeting was held			





#### December 31, 2021

1. PROJECT COORDINATOR:

2. CONSTRUCTION MANAGER:

Christopher Jeanice, P.E.

- 3. PROJECT:
- a. Parish Project No.
- b. GIS Project No.
- c. Title

18-LOCK-46 39130-1098/1099 Bayou Terrebonne Lock Structure Project Construction Phase

#### 4. PROFESSIONAL AGREEMENT

a.	Date of Original Agreement	August 6, 2018
b.	Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c.	Fees	
	i. Total Estimated (Basic & Additional)	\$1,741,735.00
	ii. Current Budgeted Level	\$1,741,735.00
	iii. Remaining to be Earned at Current Budgeted Level	\$(52,106.49)
	iv. Earned to Date	\$1,793,841.49

#### 5. PLAN PREPARATION STATUS

а.	Right-of-Way	Completed
b.	Permits	Completed
c.	Soil Survey	Completed
d.	Field Survey	Completed
e.	Preliminary Report	Completed
f.	Preliminary Design Report	Completed
g.	Final Design Report	Completed
h.	Estimated Bid Date	May 7, 2019
i.	Estimated Cost of Construction (w/ 10% Contingency) – Base Bid	\$10,810,000.00
	Estimated Cost of Construction for Bid Add 1 (Walkway between 2 gates)	\$ 105,000.00
	Estimated Cost of Construction for Bid Add 2 (Additional Control Location)	\$ 170,000.00
	Estimated Cost of Construction for Bid Add 3 (Spare Parts)	\$ 200,000.00

#### 6. CONSTRUCTION STATUS

a.	Actual Bid Date	May 7, 2019
b.	Contractor	Sealevel Construction, Inc.
c.	Contract Amount	\$8,272,411.25 (As Per Change Order No .5)
d.	Date Work Order Issued	August 1, 2019
e.	Total Contract Time	685 Days (As Per Change Order No. 5)
f.	Scheduled Completion Date	June 15, 2021
g.	Time Elapsed	786 Days
h.	Project Complete	100%
i.	Estimates Paid to Date	\$7,788,371.94

#### 7. <u>REMARKS</u>

- The	contractor is currently working thru the punch list items.

- The Lock system has been completed automated.

- Balancing Change Order No. 6 was submitted on December 27, 2021 for approval by the TPCG Council.

- The TPCG Council approved the Substantial Completion recommendation on November 15, 2021. GIS is currently awaiting the executed and recorded certificate from TPCG.

- A Substantial Completion Recommendation was submitted for approval by the TPCG Council.

- A Substantial Completion Walk-Thru was conducted on October 12, 2021.





#### December 31, 2021

1.	PROJECT COORDINATOR:	Christopher Jeanice, P.E.	
2.	CONSTRUCTION MANAGER:		
3.	PROJECT:		
a.	Parish Project No.	18-DRA-44	
b.	GIS Project No.	39130-1112/1113	
c.	Title	Elliot Jones Pump Station	
		Final Design Phase	
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		August 6, 2018
b.	Type (Hourly, Lump Sum, %)		Lump Sum and T&M
c.	Fees		
	i. Total Estimated (Basic & Addi	tional)	\$1,593,450.11
	ii. Current Budgeted Level		\$1,593,450.11
	iii. Remaining to be Earned at Cu	rrent Budgeted Level	\$447647.25
	iv. Earned to Date		\$1,145,802.86
<b>5.</b> a. b. c. d. e. f. g.	PLAN PREPARATION STATUS Right-of-Way Permits Soil Survey Field Survey Preliminary Report Preliminary Design Report Final Design Report		Completed Completed Completed Completed Completed Completed Completed
h.	Estimated Bid Date		May 2021
i.	Estimated Cost of Construction –	Base Bid	\$9,400,000.00
6.	CONSTRUCTION STATUS		N 27 2024
a.	Actual Bid Date		May 27, 2021
b.	Contractor		Sealevel Construction, Inc.
C.	Contract Amount		\$11,005,997.00
d.	Date Work Order Issued		August 5, 2021
e.	Total Contract Time		450 Days
f.	Scheduled Completion Date		October 28, 2022
g.	Time Elapsed Days		148 Days
h.	Project Complete		8%
i. –	Estimates Paid to Date		\$838,626.28
7.	REMARKS		
		ss-sections of both the borrow source and th	
-	Contractor backfilled the third lift	or material for the proposed access road. Su	ccessful compaction tests followed the placement of fill

- Contractor backfilled the third lift of material for the proposed access road. Successful compaction tests followed the placement of fill material.

- Contractor continued excavation activities along the west bank of the conveyance channel, cutting approximately 360 linear ft. Excavated material was then transported and stockpiled behind the Humphrey Station for further processing and will be utilized as fill for the access road.

- Contractor relayed the excavated, stockpiled material from Sta.8+75 to Sta.15+00 to the access road on the south side of the Entergy Humphrey Station.

- Contractor installed geotextile fabric and subsequent 6" limestone for the access road from Sta.0+00 to Sta.4+50.





#### December 31, 2021

1.	PROJECT COORDINATOR:	Christopher Jeanice, P.E.	
2.	CONSTRUCTION MANAGER:		
3.	PROJECT:		
a.	Parish Project No.	18-DRA-55	
b.	GIS Project No.	39130-1127/1128	
с.	Title	Bayou Black Pump Station – Geraldine	
		S&R Phase	
4.	PROFESSIONAL AGREEMENT Date of Original Agreement		January 15, 2019
a. b.	Type (Hourly, Lump Sum, %)		Lump Sum and T&M
р. с.	Fees		
ι.	i. Total Estimated (Basic & Additic	nal)	\$297,050.00
	ii. Current Budgeted Level		\$297,050.00
	iii. Remaining to be Earned at Curre	ent Budgeted Level	\$18,052.24
	iv. Earned to Date		\$128,147.76
			<i><i></i></i>
5.	PLAN PREPARATION STATUS		
a.	Right-of-Way		TBD
b.	Permits		In Progress
c.	Soil Survey		In Progress
d.	Field Survey		In Progress
e.	Preliminary Report		Completed
f.	Preliminary Design Report		TBD
g.	Final Design Report		TBD
h.	Estimated Bid Date		TBD
i.	Estimated Cost of Construction – Ba	se Bid (w/o Contingency)	\$9,700,000.00
6.	CONSTRUCTION STATUS		
a.	Actual Bid Date		TBD
b.	Contractor		TBD
c.	Contract Amount		TBD
d.	Date Work Order Issued		TBD
e.	Total Contract Time		TBD
f.	Scheduled Completion Date		TBD
g.	Time Elapsed Days		TBD
h.	Project Complete		TBD
i.	Estimates Paid to Date		TBD

#### 7. <u>REMARKS</u>

- GIS is currently awaiting direction from TPCG (budget and desired design option) to move forward to the Preliminary Design Phase.
 - GIS has completed the Study and Report Phase Deliverable and was submitted to TPCG on May 17, 2019.

- Permitting Status:

- Coordination is ongoing with LDNR.
- OCM Manager has reviewed the response submitted and provided additional comments, included the references mentioned in the responses.
- Response to the LDNR Permit Analyst comments from along the revisions plats has been sent. The permit analyst has reviewed the comments and has sent them to the OCM Manager for further review.
- LDNR Permit analyst has requested additional clarification and information on plats.
- HMIA along with the HydroCAD report was sent to USACE Permit analyst.
- 408 review completed by USACE Operations section and HMIA was requested by permit analyst.
- Needs, Justification and Analysis document submitted is being reviewed by the permit analyst.
- Pump Station Operation Plan was submitted to USACE as requested.
- Additional changes to the permit plats were made and submitted to the permit analyst as requested.
- Alternative analysis was prepared and submitted to LDNR along with the revised permit plats.
- Environmental review is being conducted by USACE.
- HMIA has been approved by LDNR Hydrologist.
- Responses to hydrologist's comments has been submitted to the permit analyst.
- Dredging license was received from LDWF on December 16, 2019 and a copy was forwarded to TPCG, LDNR, and USACE.

- HMIA has been submitted to the USACE for review and approval.
- LDNR Hydrologist has reviewed the HMIA analysis and has requested additional information and analysis results.
- LDNR Field Biologist visited the project site in order to evaluate the wetland areas anticipated to be impacted by the proposed construction activities; his findings will be submitted to the permit analyst accordingly.
- GIS submitted the permit application to the USACE on August 5, 2019.
- GIS submitted the permit application to LDNR on July 22, 2019.

- S&R Deliverable included preliminary report with 5 design alternatives based on different locations/layout for the proposed pump station. Preliminary report also included background and existing conditions, design considerations, and estimated construction cost and conceptual drawings for each design alternative.

- GIS has completed preliminary design calculations on sump and discharge for each design option.

- GIS has identified the electrical supplier in the project area and coordinating with getting a cost estimate of efforts required to provide the required power to the proposed pump station.

- GIS has reached out to utility companies as there are underground utilities that have been identified in the project area.

- GIS has compiled existing information in regards to the existing floodwall and barge gate located at the bayou. The Parish has provided information, including As-Builts and previous geotechnical data, which was evaluated accordingly as the proposed pump station will be designed to discharge over the existing flood protection structure.

- GIS has subcontracted Eustis Engineering for the geotechnical scope of this project. Proposal and scope have been completed and approved. Eustis has completed all borings and laboratory testing.

- GIS has subcontracted Morris P. Hebert, Inc. for the surveying scope. Survey has been completed and data was used to develop crosssections and estimated channel dredging and bank line excavation volumes.

- GIS design team held an internal project kick-off meeting on January 10, 2019.





TBD

#### ENGINEERING LLC

#### December 31, 2021

1.	PROJECT COORDINATOR:	Christopher Jeanice, P.E.	
2.	CONSTRUCTION MANAGER:		
3.	PROJECT:		
а.	Parish Project No.	19-BRG-25	_
b.	GIS Project No.	39130-1183/1184	_
с.	Title	Hollywood Road Extension Bridge Project	_
		Final Design Phase	_
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		July 8, 2019
b.	Type (Hourly, Lump Sum, %)	-	Lump Sum and T&M
c.	Fees	-	
	i. Total Estimated (Basic & Additio	nal)	\$352,830.00
	ii. Current Budgeted Level	-	\$352,830.00
	iii. Remaining to be Earned at Curre	ent Budgeted Level	\$76,268.55
	iv. Earned to Date		\$276,561.45
5.	PLAN PREPARATION STATUS		
а.	Right-of-Way	-	In Progress
b.	Permits	-	In Progress
с.	Soil Survey	_	Completed
d.	Field Survey	_	Completed
e.	Preliminary Report	_	Completed
f.	Preliminary Design Report	_	Completed
g.	Final Design Report	_	Completed
h.	Estimated Bid Date	_	TBD
i.	Estimated Cost of Construction	-	\$2,200,000
6.	CONSTRUCTION STATUS		
a.	Actual Bid Date		TBD
b.	Contractor	-	TBD
c.	Contract Amount	-	TBD
d.	Date Work Order Issued	-	TBD
e.	Total Contract Time	-	TBD
f.	Scheduled Completion Date	-	TBD
g.	Time Elapsed Days	_	TBD
h.	Project Complete	_	TBD

i. Estimates Paid to Date

#### 7. <u>REMARKS</u>

- GIS received comments from DOTD on final stamped drawings and specifications on December 29. GIS is currently addressing comments received.

- GIS submitted final stamped set of drawings and specifications, addressing all DOTD and TPCG comments received to date, on November 5.

- GIS held meeting with DOTD on November 22 to discuss current project and permit status.

- GIS is coordinating with Mart Black on grant information.

- GIS is currently coordinating with Mr. Vincent Dagate on ROW.

- ROW Mapping has been completed and sealed by GIS. Furnished to appraisers for ROW Acquisition and Negotiations

Permitting:

- USACE Permit is pending approval from USCG. USCG waiting final approval of DOTD Project Permit.
- LDNR Permit was issued on September 9.
- Water Quality Certification was issued on September 14.
- Coordination is ongoing with all permitting agencies and analysis as needed.
- GIS coordinated a cultural resource and archeological survey as required by SHPO in their permit comments. The survey and report has been completed and submitted to SHPO for their review and acceptance. No archeological findings were present in the project site.





## December 31, 2021

1.	PROJECT COORDINATOR:	
2.	CONSTRUCTION MANAGER:	_

Christopher Jeanice, P.E.

- 2. CONSTRUCTION MAI
- 3. PROJECT:
- a. Parish Project No.
- b. GIS Project No.
- c. Title

39130-1209 American Legion Building

#### 4. PROFESSIONAL AGREEMENT

4. <u>PROFESSIONAL AGREEMENT</u>	
a. Date of Original Agreement	September 16, 2019
b. Type (Hourly, Lump Sum, %)	T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$32,606.00
ii. Current Budgeted Level	\$32,606.00
iii. Remaining to be Earned at Current Budgeted Level	\$(5,104.48)
iv. Earned to Date	\$37,710.48
5. <u>PLAN PREPARATION STATUS</u>	
a. Right-of-Way	N/A
b. Permits	TBD
c. Soil Survey	N/A
d. Field Survey	N/A
e. Preliminary Report	N/A
f. Preliminary Design Report	N/A
g. Final Design Report	N/A
h. Estimated Bid Date	January 2022
i. Estimated Cost of Construction – Base Bid	\$210,000.00
6. <u>CONSTRUCTION STATUS</u>	
a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A

#### 7. <u>REMARKS</u>

- A Pre-Bid Conference was held on December 21	, 2021.
- GIS is currently coordinating with contractors o	n questions and will issue Addendum No. 1 no later than January 6, 2022
- A Bid Opening is scheduled for January 11, 2022	





## December 30, 2021

Mohan Menon

2. CONSTRUCTION MANAGER:

- 3. PROJECT:
- a. Parish Project No.
- b. GIS Project No.
- c. Title

39130-1210 Ashland Semi-Annual Groundwater Monitoring

4. PROFESSIONAL AGREEMENT

4. <u>PROFESSIONAL AGREEMENT</u>	
a. Date of Original Agreement	November 12, 2019
b. Type (Hourly, Lump Sum, %)	T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$131,435.00
ii. Current Budgeted Level	\$131,435.00
iii. Remaining to be Earned at Current Budgeted Level	\$15,758.70
iv. Earned to Date	\$115,676.30
5. <u>PLAN PREPARATION STATUS</u>	
a. Right-of-Way	N/A
b. Permits	N/A
c. Soil Survey	N/A
d. Field Survey	N/A
e. Preliminary Report	N/A
f. Preliminary Design Report	N/A
g. Final Design Report	N/A
h. Estimated Bid Date	N/A
i. Estimated Cost of Construction – Base Bid	N/A
6. <u>CONSTRUCTION STATUS</u>	
a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A

#### 7. <u>REMARKS</u>

- The sub-contractor to carry out well redevelopment is being selected. -Planning for the 2021 Second half sampling.

-Coordination with LDEQ discussing the redevelopment of wells and sampling.





December 31, 2021

2. CONSTRUCTION MANAGER:

- 3. PROJECT:
- a. Parish Project No.
- b. GIS Project No.
- c. Title

Δ.

#### 39130-1228/1229 Upper Ward 7 Mitigation

Laura Barnes

PROFESSIONAL AGREEMENT

a. Date of Original Agreement	November 12, 2019
b. Type (Hourly, Lump Sum, %)	LS & T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$233,955.00
ii. Current Budgeted Level	\$233,955.00
iii. Remaining to be Earned at Current Budgeted Level	\$46,763.78
iv. Earned to Date	\$187,191.22

#### 5. PLAN PREPARATION STATUS

э.	FEAN FILEFANATION STATUS	
a.	Right-of-Way	N/A
b.	Permits	N/A
c.	Soil Survey	N/A
d.	Field Survey	TBD
e.	Preliminary Report	TBD
f.	Preliminary Design Report	TBD
g.	Final Design Report	TBD
h.	Estimated Bid Date	TBD
i.	Estimated Cost of Construction – Base Bid	TBD
6.	CONSTRUCTION STATUS	
<b>6.</b> a.	CONSTRUCTION STATUS Actual Bid Date	TBD
-		TBD TBD
a.	Actual Bid Date	
a. b.	Actual Bid Date Contractor	TBD
а. b. c.	Actual Bid Date Contractor Contract Amount	TBD TBD
a. b. c. d.	Actual Bid Date Contractor Contract Amount Date Work Order Issued	TBD TBD TBD
a. b. c. d. e.	Actual Bid Date Contractor Contract Amount Date Work Order Issued Total Contract Time (Days)	TBD TBD TBD TBD TBD
a. b. c. d. e. f.	Actual Bid Date Contractor Contract Amount Date Work Order Issued Total Contract Time (Days) Scheduled Completion Date	TBD TBD TBD TBD TBD TBD
a. b. c. d. e. f. g.	Actual Bid Date Contractor Contract Amount Date Work Order Issued Total Contract Time (Days) Scheduled Completion Date Time Elapsed Days (%)	TBD TBD TBD TBD TBD TBD TBD

#### 7. <u>REMARKS</u>

- Field exploration is complete and Eustis provided a draft report.

- The Study & Report was submitted April 24, 2020.

- GIS met with TPCG and LDNR to discuss a path forward. Waiting on LDNR's review and comments.

- GIS met with Mr. Mart Black on December 5, 2019 to discuss overall project scope. Items discussed included confirmation of scope, target elevation for marsh creation area, permitting scope and GIS initial task to be performed.

- The original contract proposal between GIS and TPCG has been revised to include additional services required, including permitting coordination, as well as additional geotechnical services needed.

- Access Permit issued by Apache (landowner) has been fully executed.

- GIS has reached out to Mr. Reulet with DNR on January 16, 2020 to provide an update about current overall status of the project. Once the surveying is complete, GIS will schedule a meeting with Mr. Ruelet to go over these findings and current conditions of the marsh creation area, to ensure all parties are in agreement with the required repairs and/or other plan of action.

-GIS received a proposal from Eustis Engineering to perform an investigation and provide settlement curves to assist with determining the target elevation for the repair of the cells

- GIS has completed the scope for the required surveying at the project site. The scope included the following:

- Elevation shots along marsh creation areas A, B, and C every 200' (including temporary containment dikes) along the proposed transects.
- Elevation shots along borrow areas every 100' along the proposed transects.
- Elevation shots along the rock dike alignment every 200'.





#### **ENGINEERING** u.c

December 31, 2021

1. PROJECT COORDINATOR:

Christopher Jeanice, P.E.

2. CONSTRUCTION MANAGER:

Joe Chauvin

- 3. PROJECT:
  - Parish Project No.
- b. GIS Project No.
- c. Title

a.

39130-1247/1248 Ashland Landfill Road Extension

#### 4. PROFESSIONAL AGREEMENT

a. Date of Original Agreement	February 7, 2019
b. Type (Hourly, Lump Sum, %)	Lump Sum and T&M
c. Fees	
i. Total Estimated (Basic & Additional)	\$279,685.00
ii. Current Budgeted Level	\$279,685.00
iii. Remaining to be Earned at Current Budgeted Level	\$12,572.15
iv. Earned to Date	\$267,112.85
5. PLAN PREPARATION STATUS	
a. Right-of-Way	N/A
b. Permits	N/A
c. Soil Survey	N/A
d. Field Survey	N/A
e. Preliminary Report	N/A
f. Preliminary Design Report	N/A
g. Final Design Report	February 11, 2021

 g.
 Final Design Report
 February 11, 2021

 h.
 Estimated Bid Date
 March 16, 2021

 i.
 Estimated Cost of Construction
 1,200,000.00

#### 6. CONSTRUCTION STATUS

a. Actual Bid Date	March 16, 2021
b. Contractor	LA Contracting Enterprise, LLC
c. Contract Amount	\$1,064,037.70 (As of Change Order No. 1)
d. Date Work Order Issued	05/28/2021
e. Total Contract Time	150 Days (As of Change Order No. 1)
f. Scheduled Completion Date	October 20, 2021
g. Time Elapsed Days	145 Days
h. Project Complete	100%
i. Estimates Paid to Date	\$658,213.00

#### 7. <u>REMARKS</u>

- A Substantial Completion Recommendation was sent to TPCG on November 8, 2021 and was approved by the TPCG Council on November 15, 2021. GIS is awaiting the executed and recorded Substantial Completion Certificate from TPCG.

- A Substantial Completion Certificate was sent to LA Contracting Enterprise, LLC along with a punch list of remaining items for review and execution.

- A substantial completion walk-thru was held on October 20, 2021.





#### December 31, 2021

1.	PROJECT COORDINATOR:	Kevan Keiser, P.E.	
2.	CONSTRUCTION MANAGER:		
-			
3.	PROJECT:	21 004 10	
a. h	Parish Project No.	21-DRA-10 39130-1285	
b. c.	GIS Project No. Title	Bayou Terrebonne Dredging Project	
ι.	Inte	Phase II Final Design	
		Fliase II Fliai Design	
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		March 10, 2021
b.	Type (Hourly, Lump Sum, %)		LS & T&M
c.	Fees		
	i. Total Estimated (Basic & Additic	nal)	\$643,790.00
	ii. Current Budgeted Level		\$643,790.00
	iii. Remaining to be Earned at Curre	ent Budgeted Level	\$394.570.51
	iv. Earned to Date		\$249,219.49
5.	PLAN PREPARATION STATUS		
а.	Right-of-Way		In-Progress
b.	Permits		In-Progress
с.	Soil Survey		In-Progress
d.	Field Survey		Completed
e.	Preliminary Report		Completed
f.	Preliminary Design Report		Completed
g.			In-Progress
h.	Estimated Bid Date		TBD
i.	Estimated Cost of Construction – Ba	ise Bid	TBD
6.	CONSTRUCTION STATUS		
a.	Actual Bid Date		TBD
b.	Contractor		TBD
с.	Contract Amount		TBD
d.	Date Work Order Issued		TBD
e.	Total Contract Time		TBD
f.	Scheduled Completion Date		TBD
g.	Time Elapsed Days		TBD
h.	Project Complete		TBD
i.	Estimates Paid to Date		TBD

#### 7. <u>REMARKS</u>

- Project Planning
  - A list of landowners along Bayou Terrebonne was created for Phase II and Phase III.
  - Possible access points along Bayou Terrebonne have begun to be gathered. Possible access points for Phase II have been identified.
- Surveying
  - GIS and MPH has completed surveying along Bayou Terrebonne. These surveys includes cross sections, all bulkhead, all bank lines, and utilities.
  - With the completion of all surveying, GIS has begun to create surfaces in AutoCAD, which will be used to begin to design the dredge section.
- Modeling
  - GIS continued modeling Bayou Terrebonne to determine the dredge section and depth. Now that all surveying has been completed, the hydraulic modeling can now be finalized.
  - GIS completed the HEC-RAS steady-state hydraulic model for Phases II and III.
  - GIS is continuing work on the unsteady-state hydraulic model for weir removal.

#### - Permitting

- GIS submitted the permit drawings and the permit application to LDNR on November 11, 2021.
- LDNR has since marked the permit application and drawings as "Administratively Complete". The permit is now being reviewed by a permit analyst.
- The Army Corps (USACE) acknowledged receipt of the permit application.

• GIS sent out landowner notification letters to all landowners along Bayou Terrebonne. All landowners along Phase II and Phase III should have received a notification letter. GIS is currently answering questions from the landowners in the area.

- GIS determined the dredge quantity for dredging to an elevation of -5.00' and an elevation of -6.00'.
- GIS submitted a Benefit/Cost Analysis to TPCG on Wednesday, July 21, 2021. GIS is recommending that TPCG dredge Bayou Terrebonne to an elevation of -6.00'. Doing this would allow TPCG to dredge approximately 24,000 cubic yards of dredge material from Bayou Terrebonne.
- TPCG has since requested GIS to proceed on with design dredging to an elevation of -6.00'.
- GIS has reached out to Mr. Brett Barker about pumping the dredge material onto his property adjacent to Westside Boulevard. Mr. Barker seem agreeable to this.
- GIS reached out to a Geotechnical Engineer to gather soil data. GIS expects to receive a proposal for this work in the next couple of weeks.

<sup>-</sup> Dredge Sections





#### December 31, 2021

1.	PROJECT COORDINATOR:	Kevan Keiser, P.E.	_
2.	CONSTRUCTION MANAGER:		_
3.	PROJECT:		
а.	Parish Project No.	21-DRA-11	
b.	GIS Project No.	39130-1295	_
c.	Title	Bayou LaCarpe Watershed Project, Phase C	(Popeyes Pump Station)
		Final Design	<u> </u>
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		May 3, 2021
b.	Type (Hourly, Lump Sum, %)		LS & T&M
с.	Fees		
	i. Total Estimated (Basic & Additio	nal)	\$872,300.00
	ii. Current Budgeted Level		\$872,300.00
	iii. Remaining to be Earned at Curre	nt Budgeted Level	\$639,193,.22
	iv. Earned to Date		\$233,106,78
5.	PLAN PREPARATION STATUS		
а.	Right-of-Way		In-Progress
b.	Permits		In-Progress
с.	Soil Survey		In-Progress
d.	Field Survey		Completed
e.	Preliminary Report		Completed
f.	Preliminary Design Report		TBD
g.	Final Design Report		TBD
h.	Estimated Bid Date		TBD
i.	Estimated Cost of Construction – Ba	se Bid	TBD
6.	CONSTRUCTION STATUS		
a.	Actual Bid Date		ТВД
b.	Contractor		TBD
с.	Contract Amount		ТВД
d.	Date Work Order Issued		TBD
e.	Total Contract Time		TBD
f.	Scheduled Completion Date		TBD
g.	Time Elapsed Days		TBD
h.	Project Complete		TBD
i.	Estimates Paid to Date		ТВО

#### 7. <u>REMARKS</u>

- Retention Pond
- Lebro Construction installed 700 linear feet of silt fencing around the project area.
- Lebro Construction cleared the area and removed five (5) large cypress trees.
- Lebro Construction continued excavation operations (weather permitting).
- Lebro Construction exposed the existing Bayou LaCarpe culvert.
- Lebro Construction delivered truckloads of excavated material to the Bayou Country Sports Park.
- Lebro Construction opened the existing Bayou LaCarpe culvert in the retention pond.
- Lebro Construction has placed riprap near the ends of the culvert.
- Pump Station
- GIS is currently coordinating with Associated Pump on two (2) Hydraulic Submersible Pumps. The pumps will have a combined electric and diesel drive unit. The drive unit will automatically switch over from electric to diesel in the event of a power outage.
- GIS has submitted a driveway permit for the pump station parking lot to DOTD. GIS received verbal approval regarding this permit.
- GIS completed 3-D renderings of the proposed pump station.
- GIS continues to work on final plans, specifications, cost estimate and a design criteria report.
- GIS is currently coordinating with YKH Consulting for an electrical and mechanical design.
- GIS is currently working on laying out the final site plan for the pump station.
- <u>Culvert Layout</u>
- GIS is currently setting the locations of the catch basins and manholes along the alignment.

- GIS has submitted a jack and bore permit to DOTD, for the locations where the culverts will pass beneath Louisiana Highway 3040 and Louisiana Highway 311. GIS received verbal approval regarding this permit.
- Eustis Engineering completed some additional geotechnical work on the culvert alignment. GIS anticipates this data to be submitted within the next couple of weeks.
- GIS met with Mr. Del Harris of Delco who presented the Jack and Boring process to us.
- GIS has revised the culvert alignment running below Tunnel Boulevard to now pass in front of Aaron's.
- Landowner Coordination
- GIS is currently coordinating with the Terrebonne Council on Aging's Engineer, Mr. Joseph Savoie. Mr. Savoie is currently working on design improvements for the Council on Aging's parking lot.
- GIS met with the Owner of Coastal Electric Supply, LLC to discuss the project.
- GIS met with the Owners of the Professional Plaza Building to discuss the project.
- GIS is continuing to coordinate with more affected landowners.
- Permitting
- GIS submitted the permit drawings and the permit application to DNR.
- Since then, DNR has sent back comments to GIS, which have been resubmitted to DNR.
- LDNR has since marked the permit application and drawings as "Administratively Complete". The permit is now being reviewed bu a permit analyst.
- The Army Corps (USACE) acknowledged receipt of the permit application.
- GIS sent out landowner notification letters to all landowners in the project area. All landowners in the Bayou LaCarpe project area should have received a notification letter.



#### **TERREBONNE PARISH CONSOLIDATED GOVERNMENT PROJECT STATUS REPORT GIS Engineering, LLC**



#### December 31, 2021

1.	PROJECT COORDINATOR:	Kyle Galloway, P.E.	
2.	CONSTRUCTION MANAGER:		
3.	PROJECT:		
a.	Parish Project No.	21-DRA-14	
b.	GIS Project No.	39130-1309	
C.	Title	Bayou Terrebonne Lock Pump Station Project	
4.	PROFESSIONAL AGREEMENT		
a.	Date of Original Agreement		March 22, 2021
b.	Type (Hourly, Lump Sum, %)		T&M
c.	Fees		
	i. Total Estimated (Basic & Addi	tional)	\$65,000.00
	ii. Current Budgeted Level		\$65,000.00
	iii. Remaining to be Earned at Cu	rrent Budgeted Level	\$36,443.75
	iv. Earned to Date		\$28,556.25
<b>5.</b> a. b. c. d. e. f. g. h. i.	PLAN PREPARATION STATUS Right-of-Way Permits Soil Survey Field Survey Preliminary Report Preliminary Design Report Final Design Report Estimated Bid Date Estimated Cost of Construction –	Base Bid	TBD TBD TBD TBD TBD TBD TBD TBD TBD TBD
6.	CONSTRUCTION STATUS		
a.	Actual Bid Date		TBD
b.	Contractor		TBD
c.	Contract Amount		TBD
d.	Date Work Order Issued		TBD
e.	Total Contract Time		TBD
f.	Scheduled Completion Date		TBD
g.	Time Elapsed Days		TBD
h.	Project Complete		TBD
i.	Estimates Paid to Date		TBD

- Finalized Statewide Flood Control Application and submitted to DOTD.