

**PARISH COUNCIL**  
**PARISH OF TERREBONNE**



Robert J. Bergeron Gov't Tower Bldg.  
8026 Main St., 2nd Floor Council Meeting Room  
Houma, LA 70360

**AGENDA**

Wednesday, October 12, 2022  
6:00 PM

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

Darrin W. Guidry, Sr.  
CHAIRMAN

Daniel Babin  
VICE-CHAIRMAN  
DISTRICT 1

John Navy

DISTRICT 2

Carl Harding

DISTRICT 3

Gerald Michel

DISTRICT 4

John Amedee

Tammy E. Triggs,  
COUNCIL CLERK

DISTRICT 5

Jessica Domangue

DISTRICT 6

Darrin Guidry

DISTRICT 7

Daniel Babin

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All public comments must be addressed to the Council as a whole. ***Addressing individuals Council members or Staff is not allowed.*** Speakers should be courteous in their choice of words or actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. 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**

**APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 14, 2022.**

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON  
SEPTEMBER 28, 2022.**

**APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 10/3/2022 & 10/10/2022**

**1. GENERAL BUSINESS:**

- A. PROCLAMATION:** Proclaiming the week of October 9-15, 2022 as "Fire Prevention Week" in Terrebonne Parish.
- B.** Presentation by Parish Administration relative to capital projects, including drainage, utility, road and quality of life projects, as well as other matters relative to the operations and maintenance of Parish government.
- C.** Ms. Paula Rome, Terrebonne Parish Entergy Representative, will address the Council relative to the status of the Entergy street light repairs, as well as the agreement between Terrebonne Parish and Entergy in regards to the decorative street light energization.
- D.** Presentation from the Houma-Terrebonne Airport Commission on projects updates.
- E. PROCLAMATION:** Proclaiming October 15, 2022 as "Terrebonne 200 Bicentennial Festival Day" in Terrebonne Parish.

**2. PUBLIC WISHING TO ADDRESS THE COUNCIL:**

- A.** As per speaker cards. (In accordance with **Sec 2-07 (e)** of the Terrebonne Parish Home Rule Charter, the public will be heard and can speak for three (3) minutes on any matter related to parish government without discussion or questions and answers on non-agenda items.)

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

- A.** An ordinance to amend the 2022 Adopted Operating Budget, 5-Year Capital Outlay Budget, and Budgeted Positions of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
  - I. Capital Projects Control, \$45,000
  - II. Valhi Blvd Multi-Use Sidewalks, \$68,689
  - III. Civic Center, \$3,000
  - IV. Transit, \$6,325
    - a. Add two part time Fleet Attendants, Grade 101
    - 1. Consider the adoption of the ordinance.
- B.** An ordinance to enter into an Act of Exchange with JMB Partnership, LLC, including TPCG's Abandoning of a Servitude in favor of JMB, JMB's Transfer of Property to TPCG for Access to Bayou Grand Caillou, JMB's Transfer of Property in Fee Title to TPCG with a Levee and a Drainage Ditch, the Maintenance and Preservation of TPCG's Servitude, and JMB's Acknowledgment of TPCG's Servitudes on the Property.
  - 1. Consider the adoption of the ordinance.
- C.** An ordinance authorizing TPCG to enter into an agreement for the Charlton P. Rozands Parc Extraordinaire (also commonly known as Levron Street Park).
  - 1. Consider the adoption of the ordinance.
- D.** An ordinance authorizing TPCG to acquire property for the Charlton P. Rozands Parc Extraordinaire (also commonly known as Levron Street Park).
  - 1. Consider the adoption of the ordinance.
- E.** The Proposed 2023 Parish Budget and Five-Year Capital Outlay Budget.
  - 1. Continue public hearing to the 10/26/22 meeting.

**3. COMMITTEE REPORTS:**

- A.** Public Services Committee, 10/10/22\*
- B.** Community Development and Planning Committee, 10/10/22\*\*



- C. Budget and Finance Committee, 10/10/22\* (\***Ratification of minutes calls condemnation hearings on \*\* October 24, 2022, at 5:30 p.m. and public hearings on \*October 26, 2022, at 6:30 p.m.)**

**4. STREET LIGHTS:**

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

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

- A. **Veteran's Memorial District:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31). Ms. Kayla Duthu, representing Lenox Hotard Post 31, expresses her interest in being reappointed.
- B. **Houma Board of Zoning Adjustments:** One (1) expired term. Mr. Willie Newton expresses his interest in being reappointed.
- C. **Airport Commission:** One (1) expiring term on 10-06-22. Mr. Joshua Alford expresses his interest in being reappointed.
- D. **Houma Area Convention and Visitors Bureau:** Five (5) expiring terms on 12-31-22. Ms. Judy Smart, representing Historic and Cultural, expresses her interest in being reappointed. Mr. Joshua R. Ellender, representing Civic Non-Profit, expresses his interest in being reappointed. Ms. Cheri Blanchard, representing Civic Non-Profit, expresses her interest in being reappointed.
- E. **Coastal Zone Management:** Two (2) expiring terms on 10-31-22. Mr. Jeff DeBlieux expresses his interest in being reappointed.
- F. **Recreation District No. 2,3:** One (1) vacancy due to resignation. Mr. Chad Quick submits application for consideration.

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

- A. **RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.  
**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.  
**VETERANS MEMORIAL DISTRICT:** One (1) expired term on 09-17-22. (Representing the Parish President/South of the Intracoastal).  
**CHILDREN AND YOUTH SERVICES BOARD:** Four (4) expiring terms on 11-05-22 and 11-16-22.  
**COASTAL ZONE MANAGEMENT AND RESTORATION:** One (1) expiring term on 10-31-22.  
**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.  
**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative - African American).  
**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.  
**HOUMA AREA CONVENTION AND VISITORS' BUREAU:** Two (2) expiring terms on 12-31-22.

**7. MONTHLY ENGINEERING REPORTS:**

- A. Milford and Associates, Inc.  
B. T. Baker Smith

**8. STAFF REPORTS:**

- A. **RESOLUTION:** Authorizing the Parish President to execute all necessary documents to submit an application to the Administration for Children and Families for the Head Start Program in Terrebonne Parish and to execute the FY 2021-2026 Five Year (Year Two) Head Start Budget Application.
- B. **RESOLUTION:** Awarding the contract for the Houma Civic Center Chiller Replacement to Gallo Mechanical, LLC.
- C. Introduce an Ordinance Authorizing the Parish President to Execute a Lease Agreement with 3JM

Properties, LLC and McIntire Enterprises, LLC; and call a Public Hearing on Wednesday, October 26, 2022 at 6:30 PM

**9. ANNOUNCEMENTS:**

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

**10. ADJOURN**

Category Number:  
Item Number:



Wednesday, October 12, 2022

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Wednesday, October 12, 2022

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Category Number:  
Item Number:



Wednesday, October 12, 2022

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**Item Title:**

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 14, 2022

**Item Summary:**

**APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 14, 2022.**

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Category Number:  
Item Number:



Wednesday, October 12, 2022

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**Item Title:**

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 28, 2022

**Item Summary:**

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON SEPTEMBER 28, 2022.**

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Category Number:  
Item Number:



Wednesday, October 12, 2022

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**Item Title:**

Accounts Payable Bill Lists for 10/3/2022 & 10/10/2022

**Item Summary:**

**APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 10/3/2022 & 10/10/2022**

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**ATTACHMENTS:**

| <b>Description</b>                                     | <b>Upload Date</b> | <b>Type</b>       |
|--|--------------------|-------------------|
| Accounts Payable Bill Lists for 10/3/2022 & 10/10/2022 | 10/6/2022          | Executive Summary |



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE  |
|--|
| ACCOUNTS PAYABLE BILL LISTS FOR 10/3/2022 & 10/10/2022 |

| 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)      |                         |
| ACTUAL                                   | ESTIMATED               |
| IS PROJECTALREADY BUDGETED: (CIRCLE ONE) |                         |
| N/A                                      | NO                      |
| YES                                      | IF YES AMOUNT BUDGETED: |

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

s/Kandace M. Mauldin, CFO  
Signature

October 6, 2022  
Date



Category Number: 1.  
Item Number: A.



Wednesday, October 12, 2022

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**Item Title:**

Proclamation - Fire Prevention Week - 2022

**Item Summary:**

**PROCLAMATION:** Proclaiming the week of October 9-15, 2022 as "Fire Prevention Week" in Terrebonne Parish.

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**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

10/3/2022

**Type**

Backup Material

# Terrebonne Parish Consolidated Government



## A Proclamation

*WHEREAS, Terrebonne Parish is committed to ensuring the safety and security of all those living in and visiting our parish; and*

*WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and*

*WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 356,500 home fires; and*

*WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and*

*WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and*

*WHEREAS, residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and*

*WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and*

*WHEREAS, residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and*

*WHEREAS, first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and*

*WHEREAS, residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and*

*WHEREAS, the 2022 Fire Prevention Week™ theme, “Fire won’t wait. Plan your escape.™,” effectively serves to remind Terrebonne Parish that it is important to have a home fire escape plan.*

*NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, hereby proclaims the week of October 9-15, 2022 as:*

## “FIRE PREVENTION WEEK” IN TERREBONNE PARISH

*and that all residents be urged to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of Terrebonne Parish’s fire and emergency services.*

**GORDON E. DOVE**  
**PARISH PRESIDENT**

**DARRIN W. GUIDRY, SR.**  
**COUNCIL CHAIRMAN**

### TERREBONNE PARISH COUNCIL

|               |              |               |                 |                  |
|---------------|--------------|---------------|-----------------|------------------|
| JOHN NAVY     | CARL HARDING | GERALD MICHEL | JOHN AMEDEE     | JESSICA DOMANGUE |
| DISTRICT 1    | DISTRICT 2   | DISTRICT 3    | DISTRICT 4      | DISTRICT 5       |
| DARRIN GUIDRY | DANIEL BABIN | DIRK GUIDRY   | STEVE TROSCLAIR |                  |
| DISTRICT 6    | DISTRICT 7   | DISTRICT 8    | DISTRICT 9      |                  |

Category Number: 1.  
Item Number: B.



Wednesday, October 12, 2022

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**Item Title:**

Parish Administration Presentation

**Item Summary:**

Presentation by Parish Administration relative to capital projects, including drainage, utility, road and quality of life projects, as well as other matters relative to the operations and maintenance of Parish government.

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**ATTACHMENTS:**

**Description**

Executive Summary

**Upload Date**

9/23/2022

**Type**

Cover Memo



Category Number: 1.  
Item Number: C.



Wednesday, October 12, 2022

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**Item Title:**

Ms. Paula Rome - Entergy Representative

**Item Summary:**

Ms. Paula Rome, Terrebonne Parish Entergy Representative, will address the Council relative to the status of the Entergy street light repairs, as well as the agreement between Terrebonne Parish and Entergy in regards to the decorative street light energization.

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**ATTACHMENTS:**

**Description**

Executive Summary

**Upload Date**

10/7/2022

**Type**

Cover Memo



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE                  |
|--------------------------------|
| Entergy - Street Light Repairs |

| PROJECT SUMMARY (200 WORDS OR LESS)   |
|---|
| Ms. Paula Rome, Terrebonne Parish Entergy Representative will address the Council relative to the status of the Entergy street light repairs as well as the agreement between Terrebonne Parish and Entergy in regards to the decorative street light energization. |

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

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

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

|                              |                   |
|------------------------------|-------------------|
| <i>Darrin W. Guidry, Sr.</i> | <i>10/07/2022</i> |
| _____                        | _____             |
| Signature                    | Date              |

Category Number: 1.  
Item Number: D.



Wednesday, October 12, 2022

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**Item Title:**

Representatives from Houma-Terrebonne Airport Commission

**Item Summary:**

Presentation from the Houma-Terrebonne Airport Commission on projects updates.

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**ATTACHMENTS:**

**Description**

Executive Summary

**Upload Date**

10/7/2022

**Type**

Cover Memo



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE                                    |
|--|
| Houma Terrebonne Airport Commission Presentation |

| PROJECT SUMMARY (200 WORDS OR LESS)  |
|--|
| Presentation from the Houma-Terrebonne Airport Commission on project updates |

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

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

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

|                              |                   |
|------------------------------|-------------------|
| <i>Darrin W. Guidry, Sr.</i> | <i>10/07/2022</i> |
| _____                        | _____             |
| Signature                    | Date              |



Category Number: 1.  
Item Number: E.



Wednesday, October 12, 2022

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**Item Title:**

Proclamation - Terrebonne 200 Bicentennial Festival Day

**Item Summary:**

**PROCLAMATION:** Proclaiming October 15, 2022 as "Terrebonne 200 Bicentennial Festival Day" in Terrebonne Parish.

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**ATTACHMENTS:**

**Description**

Proclamation

**Upload Date**

10/11/2022

**Type**

Backup Material



# CITY OF HOUMA, LOUISIANA



## PARISH OF TERREBONNE P R O C L A M A T I O N

*WHEREAS, on April 22, 1822, the first meeting of the Terrebonne Parish Police Jury was convened, marking the beginning of this parish as a governing body in the State of Louisiana; and*

*WHEREAS, during the subsequent two hundred years, the land known as "The Good Earth" was transformed from the simple residences of a few thousand farmers, fishermen, trappers, indigenous people into a modern community with over one hundred thousand permanent residents; and*

*WHEREAS, unlike the early settlers who relied on the bounty of the land and waters of this parish, the present citizens of Terrebonne Parish have developed a wide variety of occupations, ranging from oil and gas industries to a tremendous medical community to prosperous financial institutions and insurance companies to huge retail establishments and more; and*

*WHEREAS, while Terrebonne Parish is known for many things, such as great food, superior fishing and hunting opportunities, and celebrations such as Mardi Gras and festivals, locals know that the best aspect of Terrebonne Parish is the people who populate our community, their love for the land, and their respect for one another; and*

*WHEREAS, the year 2022 has been declared the Terrebonne Bicentennial Celebration Year; and*

*WHEREAS, a festival will be held in downtown Houma on Saturday October 15, 2022 from 11:00am to 8:00pm, and a parade will be held from 2:00pm to 3:30 pm to continue celebrating this momentous milestone for Terrebonne Parish.*

*NOW, THEREFORE BE IT PROCLAIMED* by the entire Terrebonne Parish Council, on behalf of Parish President Gordon E. Dove and the entire Terrebonne Parish Consolidated Government, that October 15, 2022, be proclaimed as

## TERREBONNE 200 BICENTENNIAL FESTIVAL DAY IN TERREBONNE PARISH

*and that all citizens of Terrebonne Parish are encouraged to celebrate the Terrebonne Bicentennial by attending the festival and parade.*

*Presented this 12<sup>th</sup> day of October, 2022*

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**GORDON E. DOVE**  
PARISH PRESIDENT

---

**DARRIN W. GUIDRY, SR.**  
COUNCIL CHAIRMAN

### TERREBONNE PARISH COUNCIL

JOHN NAVY  
DISTRICT 1

CARL HARDING  
DISTRICT 2

GERALD MICHEL  
DISTRICT 3

JOHN AMEDÉE  
DISTRICT 4

JESSICA DOMANGUE  
DISTRICT 5

DARRIN W. GUIDRY, SR.  
DISTRICT 6

DANIEL BABIN  
DISTRICT 7

DIRK J. GUIDRY  
DISTRICT 8

STEVE TROSCLAIR  
DISTRICT 9



Wednesday, October 12, 2022

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**Item Title:**

Public Wishing to Address the Council

**Item Summary:**

As per speaker cards. (In accordance with **Sec 2-07 (e)** of the Terrebonne Parish Home Rule Charter, the public will be heard and can speak for three (3) minutes on any matter related to parish government without discussion or questions and answers on non-agenda items.)

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Wednesday, October 12, 2022

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**Item Title:**

2022 Various Items for Budget Amendment

**Item Summary:**

An ordinance to amend the 2022 Adopted Operating Budget, 5-Year Capital Outlay Budget, and Budgeted Positions of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:

- I. Capital Projects Control, \$45,000
- II. Valhi Blvd Multi-Use Sidewalks, \$68,689
- III. Civic Center, \$3,000
- IV. Transit, \$6,325
  - a. Add two part time Fleet Attendants, Grade 101
- 1, Consider the adoption of the ordinance.

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**ATTACHMENTS:**

| <b>Description</b>                      | <b>Upload Date</b> | <b>Type</b>       |
|---|--------------------|-------------------|
| 2022 Various Items for Budget Amendment | 9/22/2022          | Executive Summary |
| 2022 Various Items for Budget Amendment | 9/22/2022          | Budget Amendment  |
| 2022 Various Items for Budget Amendment | 9/22/2022          | Backup Material   |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Ordinance for a Budget Amendment

### PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET, 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Capital Projects Control, \$45,000
- II. Valhi Blvd Multi-Use Sidewalks, \$68,689
- III. Civic Center, \$3,000
- IV. Transit, \$6,325
  - a. Add two part time Fleet Attendants, Grade 101

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

See above

### 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/ Kayla Dupre

Signature

September 22, 2022

Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET, 5-YEAR CAPITAL OUTLAY BUDGET, AND BUDGETED POSITIONS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Capital Projects Control, \$45,000
- II. Valhi Blvd Multi-Use Sidewalks, \$68,689
- III. Civic Center, \$3,000
- IV. Transit, \$6,325
  - a. Add two part time Fleet Attendants, Grade 101

#### SECTION I

WHEREAS, Administration is requesting funding to the Capital Projects Control Fund for \$45,000 due to investment losses, and

WHEREAS, the funding source is from the Sales Tax Bond Construction Fund for \$30,000 and the 1998 Public Improvement Construction Fund for \$15,000.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 5-Year Capital Outlay Budget be amended for Capital Projects Control Fund. (Attachment A)

#### SECTION II

WHEREAS, Terrebonne Parish has been awarded funds from the State of Louisiana, Department of Transportation and Development for the Valhi Boulevard Multi-Use Trail Project for \$68,689, and

WHEREAS, the funding will be used to construct approximately three miles of ADA compliant multi-use trail on the southern side of Valhi Boulevard.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Valhi Boulevard Multi-Use Trail Project. (Attachment B)

#### SECTION III

WHEREAS, Administration is requesting funding to the Civic Center for computers in the amount of \$3,000, and

WHEREAS, the funding source is from the General Fund, fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for Civic Center. (Attachment C)

#### SECTION IV

WHEREAS, Administration is requesting to amend the Budgeted Positions, adding two part time Fleet Attendants, Grade 101 for Transit, and

WHEREAS, the budgeted dollars for the change is \$6,325.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Budgeted Positions be amended to recognize the necessary change for the Planning Department. (Attachment D)

#### SECTION V

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

#### SECTION VI

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

#### SECTION VII

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

Prepared By: Finance Department  
PC File: 2022-Various Items – O  
Date Prepared: 9/21/22 BA #18

ATTACHMENT A - Capital Projects Control

-

|   | 2022    |          |          |
|---|---------|----------|----------|
|   | Adopted | Change   | Amended  |
| Fund Balance (decrease)                   | n/a     | (30,000) | n/a      |
| Transfer to Capital Projects Control Fund |         | 30,000   | 30,000   |
| Transfer from Sales Tax Bond Constr Fd    |         | (30,000) | (30,000) |
| Fund Balance (increase)                   | n/a     | 45,000   | n/a      |
| Fund Balance (decrease)                   | n/a     | (15,000) | n/a      |
| Transfer to Capital Projects Control Fund |         | 15,000   | 15,000   |
| Transfer from '98 Public Improv Cons Fd   |         | (15,000) | (15,000) |

ATTACHMENT B - Valhi Blvd Multi-Use Sidewalks

|                                     | 2022    |          |          |
|-------------------------------------|---------|----------|----------|
|                                     | Adopted | Change   | Amended  |
| Valhi Blvd Multi Use-Sidewalks      | 20,000  | 68,689   | 88,689   |
| DOTD-Valhi Blvd Multi Use-Sidewalks |         | (68,689) | (68,689) |

ATTACHMENT C - Civic Center

-

|   | 2022      |         |           |
|---|-----------|---------|-----------|
|   | Adopted   | Change  | Amended   |
| Computer Equipment                        |           | 3,000   | 3,000     |
| Transfer to Capital Projects Control Fund | (986,915) | (3,000) | (989,915) |
| Transfer from Sales Tax Bond Constr Fd    | 986,915   | 3,000   | 989,915   |
| Fund Balance (decrease)                   | n/a       | (3,000) | n/a       |

ATTACHMENT D - Transit

|                           | 2022    |         |         |
|---------------------------|---------|---------|---------|
|                           | Adopted | Change  | Amended |
| Salaries & Wages          |         | 5,553   | 5,553   |
| FICA                      |         | 344     | 344     |
| Medicare                  |         | 81      | 81      |
| Unemployment Compensation |         | 83      | 83      |
| Workmen's Compensation    |         | 264     | 264     |
| Fund Balance (decrease)   | n/a     | (6,325) | n/a     |

ATTACHMENT D - Transit

| JOB TITLE                 | 2022    |        |         | PAY GRADE | ANNUAL SALARY |        |        |
|---------------------------|---------|--------|---------|-----------|---------------|--------|--------|
|                           | Adopted | Change | Amended |           | MIN           | MID    | MAX    |
| Part time Fleet Attendant | 0       | 2      | 2       | 101       | 11,107        | 14,258 | 17,409 |



*Section I*

---

**Kayla Dupre**

**From:** Kandace Mauldin  
**Sent:** Wednesday, September 21, 2022 7:47 AM  
**To:** Kayla Dupre  
**Subject:** Budget Amendment

We need to do a budget amendment for the following:

- From 667 Fund Balance - \$30,000
- From 698 Fund Balance - \$15,000
- To 659 Fund Balance - \$45,000

This is to cover some of the investment losses we had in the prior year.

**Kandace M. Mauldin, CPA**

Chief Financial Officer  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361  
Office: 985-873-6459  
FAX: 985-873-6457



*Section II*

---

**Felicia Aubert**

**From:** Joan Schexnayder  
**Sent:** Tuesday, September 20, 2022 10:15 AM  
**To:** Felicia Aubert  
**Subject:** RE: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

They don't give us that. They say they will pay 80% in the agreement I just sent you. The Engineering agreement that triggered this email is for \$85,861.00 80% of that is \$68,688.80. I was incorrect in my DOTD amount in email below.

Joan E. Schexnayder, P.E.  
Staff Engineer  
T.P.C.G. – Engineering Division  
Phone: (985)873-6720

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



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**From:** Felicia Aubert <faubert@tpcg.org>  
**Sent:** Tuesday, September 20, 2022 10:07 AM  
**To:** Joan Schexnayder <jschex@tpcg.org>  
**Subject:** RE: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Do you have anything that shows how much has been awarded for this project?

*Felicia Aubert*

Terrebonne Parish Consolidated Government  
Contracts Coordinator  
8026 Main Street  
Houma, LA 70360  
P: 985-873-6733  
[faubert@tpcg.org](mailto:faubert@tpcg.org)

---

**From:** Joan Schexnayder <jschex@tpcg.org>  
**Sent:** Tuesday, September 20, 2022 10:01 AM  
**To:** Felicia Aubert <faubert@tpcg.org>  
**Subject:** RE: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Joan E. Schexnayder, P.E.  
Staff Engineer  
T.P.C.G. – Engineering Division  
Phone: (985)873-6720

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**From:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Sent:** Tuesday, September 20, 2022 10:00 AM  
**To:** Joan Schexnayder <[jschex@tpcg.org](mailto:jschex@tpcg.org)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Do you have the signed agreement from the State awarding fund for the budget amendment?

Thanks,

*Felicia Aubert*

Terrebonne Parish Consolidated Government  
Contracts Coordinator  
8026 Main Street  
Houma, LA 70360  
P: 985-873-6733  
[faubert@tpcg.org](mailto:faubert@tpcg.org)

---

**From:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>  
**Sent:** Tuesday, September 20, 2022 9:44 AM  
**To:** Felicia Aubert <[faubert@tpcg.org](mailto:faubert@tpcg.org)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

Please look to see if we have this in our budget, if not have Kayla prepare a budget amendment.

---

**From:** Joan Schexnayder <[jschex@tpcg.org](mailto:jschex@tpcg.org)>  
**Sent:** Tuesday, September 20, 2022 9:37 AM  
**To:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

I will be putting the resolution to authorize the signing of the engineering agreement. I know our match is in the account but I'm not sure if we ever recognized the DOTD funding. For this agreement the amount would be \$65,861.

Joan E. Schexnayder, P.E.  
Staff Engineer  
T.P.C.G. – Engineering Division

Phone: (985)873-6720

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



**From:** Anthony Moore (DOTD) <[Anthony.Moore2@la.gov](mailto:Anthony.Moore2@la.gov)>  
**Sent:** Thursday, September 15, 2022 10:35 AM  
**To:** Joan Schexnayder <[jschex@tpcg.org](mailto:jschex@tpcg.org)>  
**Cc:** Ryan Richard (DOTD) <[Ryan.Richard@LA.GOV](mailto:Ryan.Richard@LA.GOV)>; Contracts Group <[Contracts@providenceeng.com](mailto:Contracts@providenceeng.com)>  
**Subject:** FW: CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

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## External Sender

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

Good morning, Ms. Schexnayder.

Yesterday afternoon this email was sent out on the above referenced contract. I inadvertently missed including you in the original disbursement. Please accept my sincerest apologies.

Respectfully,

*Skeeter Moore*

**Anthony Michael 'Skeeter' Moore**  
Contracts / Grants Reviewer  
DOTD Consultant Contract Services  
Office: 225.379.1477  
Room: 405H



---

**From:** Anthony Moore (DOTD) <[Anthony.Moore2@la.gov](mailto:Anthony.Moore2@la.gov)>  
**Sent:** Wednesday, September 14, 2022 12:44 PM  
**To:** Aimee Killeen <[aimeekilleen@providenceeng.com](mailto:aimeekilleen@providenceeng.com)>  
**Cc:** Ryan Richard (DOTD) <[Ryan.Richard@LA.GOV](mailto:Ryan.Richard@LA.GOV)>; Whitney Howell <[whitneyhowell@providenceeng.com](mailto:whitneyhowell@providenceeng.com)>; Contracts Group <[Contracts@providenceeng.com](mailto:Contracts@providenceeng.com)>; Suarez, Daniel (FHWA) <[daniel.suarez@dot.gov](mailto:daniel.suarez@dot.gov)>; Zachary, Denise (FHWA) <[Denise.Zachary@dot.gov](mailto:Denise.Zachary@dot.gov)>; Stinson, Mark (FHWA) <[Mark.Stinson@dot.gov](mailto:Mark.Stinson@dot.gov)>; Chris Morvant <[Chris.Morvant@LA.GOV](mailto:Chris.Morvant@LA.GOV)>; Anthony Moore (DOTD) <[Anthony.Moore2@la.gov](mailto:Anthony.Moore2@la.gov)>  
**Subject:** CONTRACT DOCUMENT SIGNATURE: 44-23718\_H013340 Entity Contract

E: 659-710-8912-24 # 68,688.80

Valhi Blvd., Multi-Use Trail, Phase 1

STATE PROJECT NO. H.013340

Revised 2/7/2022 JES

659-310-8912-24

R: 659-000-6315-24 # 68,688.80

TOTAL PROJECT BUDGET (as per 2022 Budget Book) \$ 20,000.00

DOTD \$ -  
TPCG \$ 20,000.00  
Pending Ordinance

Engineering Contract Amount \$ 85,861.00  
Design \$ 85,861.00  
CE&I

Construction Contract Amount \$ -

Other \$ -

Contingency (10%) \$ -

TOTAL PROJECT COST \$ 85,861.00

AMOUNT LEFT IN CONTRACT FUND (\$65,861.00)

| STATE NO. | FAP     | INELIGIBLE COSTS | ELIGIBLE COSTS | 20% TPCG    | 80% DOTD    | MAX FEDERAL FUNDS | AMOUNT PAID TPCG |
|-----------|---------|------------------|----------------|-------------|-------------|-------------------|------------------|
| H.013340  | H013340 | \$0.00           | \$85,861.00    | \$17,172.20 | \$68,688.80 | \$0.00            | \$17,172.20      |
|           |         |                  |                |             |             | amount budgeted   | \$20,000.00      |
|           |         |                  |                |             |             | amount surplus    | \$2,827.80       |

\$68,688.80 DOTD 80% Share  
\$0.00 DOTD Previously Budgeted  
\$68,688.80 DOTD Amount to be Budgeted

Good afternoon.

Please print and sign **6 originals** of the proposed document between the Entity associated with this contract and your firm. Once you have signed the documents, please forward the documents to:

Entity Contact: Joan Schexnayder  
Entity Name: Terrebonne Parish Consolidated Government  
Address: P. O. Box 2768  
City, State, Zip: Houma, LA 70361  
Phone Number: (985) 873-6720

As a part of our legal requirements for Original Contracts, the following documents must be returned with the signed contracts:

1. Urban Certification of Consultant form (see attached form)
  2. Certification of Nonprocurement Debarment and Suspension form (see attached form)
  3. Consultants Statement of Subcontract Participation (see attached form)
- 
- 

**Attention Terrebonne Parish Consolidated Government:**

Upon receipt of the above **six (6) original** sign documents, please sign the documents and return **two (2) originals** signed documents and Notice to Proceed to DOTD / ATTN: Anthony Michael 'Skeeter' Moore / Room 405E. We will forward a fully executed copy of the document for your files.

As a part of our legal requirements, please print and return the documents noted below (**1 original**) with signed documents:

1. **Resolution Form**
2. **(Attached) – Entity Certification of the Entity to DOTD**

Thank you,

If you have any questions or comments regarding this email, please contact **Anthony Michael 'Skeeter' Moore at (225) 379-1477**. Thank you.

Respectfully,

*Skeeter Moore*

**Anthony Michael 'Skeeter' Moore**  
Contract / Grants Reviewer  
DOTD Consultant Contract Services  
225.379.1477

1201 Capitol Access Road  
Baton Rouge, LA 70802





Office of Engineering  
PO Box 94245 | Baton Rouge, LA 70804-9425  
ph: 225-379-1025 | fx: 225-379-1857

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

January 29, 2021

Ms. Joan Schexnayder, Staff Engineer  
Terrebonne Parish Consolidated Government  
P. O. Box 2768  
Houma, LA 70361

Re: **Original Agreement**  
**State Project No. H.013340**  
F.A.P. No. H013340  
Valhi Blvd. Multi-Use Trail, Phase 1  
Terrebonne Parish

Dear Ms. Schexnayder:

Attached is one fully executed copy of the document between the Department of Transportation and Development (DOTD) and Terrebonne Parish Consolidated Government dated January 28, 2021.

If you have any questions or comments, please contact **Terrance Cage** at (225) 379-1891 or email at [terrance.cage@la.gov](mailto:terrance.cage@la.gov).

Sincerely,

Kathy Ward  
Contract/Grants Reviewer Manager

KW: tc

Attachments

pc: Mr. Ryan Richard  
Mr. David Smith, District 24 Administrator  
Ms. Elaine Rougeau  
Ms. Susan Broadway  
Ms. Vallouise Daniels

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
2023 - FIVE YEAR CAPITAL OUTLAY  
FUND 659 - CAPITAL PROJECTS CONTROL**

659-310-8912-24  
VALHI BLVD MULTI USE-SIDEWALKS  
STATE PROJECT # H.013340  
R: 659-000-6315-24

|                            |    |               |
|----------------------------|----|---------------|
| TOTAL FUNDING              | \$ | 88,689        |
| EXPENDITURES THRU 12/31/21 |    | -             |
| PROJECT BALANCE            | \$ | <u>88,689</u> |

| DATE                          | REFERENCE  | FUNDING SOURCE           | PRIOR YEARS | 2022      | 2023 | 2024 | 2025 | 2026 | 2027 |
|-------------------------------|------------|--------------------------|-------------|-----------|------|------|------|------|------|
| Nov-20                        | ORD 9213   | PUBLIC IMPROVEMENT BONDS | 20,000      |           |      |      |      |      |      |
| Oct-22                        | PENDING BA | DOTD                     |             | 68,689    |      |      |      |      |      |
| LESS PRIOR YEARS EXPENDITURES |            |                          |             |           |      |      |      |      |      |
| FUNDS AVAILABLE               |            |                          | \$ 20,000   | \$ 68,689 | \$ - | \$ - | \$ - | \$ - | \$ - |

**ENGINEER/ARCHITECT: PROVIDENCE ENGINEERING**

**DESCRIPTION:** To construct multi use sidewalks along Valhi Blvd.



STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.013340  
FEDERAL AID PROJECT NO. H013340  
VALHI BLVD. MULTI-USE TRAIL, PHASE 1  
TERREBONNE PARISH

THIS AGREEMENT, is made and executed in two originals on this 28 day of March, 2021, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “DOTD,” and the **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, hereinafter referred to as “Entity”.

**WITNESSETH:** That;

**WHEREAS**, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

**WHEREAS**, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

**WHEREAS**, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

**WHEREAS**, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

**WHEREAS**, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

**WHEREAS**, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

**WHEREAS**, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

**WHEREAS**, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement.

#### **ARTICLE I: PROJECT DESCRIPTION**

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct approximately 3 miles of ADA compliant multi-use trail on the southern side of Valhi Blvd., in Houma, Terrebonne Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.013340 and Federal Project No. H013340**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

| Responsibility Table<br>Roadway Control Section 000-55    |        |      |   |
|---|--------|------|---|
|   | Entity | DOTD | Comments  |
| Roadway Owner   | Yes    | No   |   |
| Environmental Process                                     | Yes    | No   | If PCE, DOTD may prepare the environmental document |
| Pre-Construction Engineering                              | Yes    | No   |   |
| Rights-of-Way   |        |      |   |
| Services  | Yes    | No   |   |
| Acquisition and Relocation                                | Yes    | No   |   |
| Permits   | Yes    | No   |   |
| Utility<br>(Clearance/Permits/Relocation)                 | Yes    | No   |   |
| Construction  | Yes    | No   |   |
| Construction Engineering<br>Administration and Inspection | Yes    | No   |   |
| Construction Engineering<br>Testing                       | Yes    | No   |   |
| Non-Infrastructure<br>Enhancements                        | Yes    | No   |   |

## ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

| Funding Table <sup>1</sup><br>Roadway Control Section 000-55 |   |   |                         |
|--|---|---|-------------------------|
| Method of Payment  | Disbursement                                |   |                         |
|  | Percentage Funded<br>By Entity <sup>2</sup> | Percentage Funded<br>By DOTD <sup>3,4</sup> | Comments                |
| Environmental Process  | 100%  | 0%  |                         |
| Pre-Construction Engineering                                 | 20%   | 80%   | 80% Federal<br>0% State |
| Rights-of-Way  |   |   |                         |
| Services   | 100%  | 0%  |                         |
| Acquisition and Relocation                                   | 100%  | 0%  |                         |
| Utility<br>(Clearance/Permits/Relocation) <sup>5</sup>       | 100%  | 0%  |                         |
| Construction   | 20%   | 80%   | 80% Federal<br>0% State |
| Construction Engineering and<br>Inspection                   | 20%   | 80%   | 80% Federal<br>0% State |
| Non-Infrastructure<br>Enhancements                           | 100%  | 0%  |                         |

<sup>1</sup>Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

<sup>2</sup>If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting.

<sup>3</sup>When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.

<sup>4</sup>DOTD portion shall be funded by Federal Funds

<sup>5</sup>Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages the contract for an off-system (locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on the most current federally-

approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request, in writing from the DOTD Project Manager, an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraph, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings

for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

### **ARTICLE III: PROJECT RESPONSIBLE CHARGE**

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.

- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

#### **ARTICLE IV: PERIOD OF PERFORMANCE**

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred: specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

#### **ARTICLE V: CONSULTANT SELECTION**

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

**Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.**

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the



Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

#### **ARTICLE VI: ENVIRONMENTAL PROCESS**

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

#### **ARTICLE VII: PRE-CONSTRUCTION ENGINEERING**

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the

Rehabilitation Act of 1973. 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website ([http://www.sp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx](http://www.sp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)).

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

#### **ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION**

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the “Location & Survey Manual.”

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

#### **ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY**

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

#### **ARTICLE X: PERMITS**

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

## **ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION**

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

## **ARTICLE XII: BIDS FOR CONSTRUCTION**

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity

will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

### **ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION**

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.

2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
8. Shop drawing review is the responsibility of the design engineer.
9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 day for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

#### **ARTICLE XIV: SUBCONTRACTING**

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

#### **ARTICLE XV: DBE REQUIREMENTS**

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration

of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

#### **ARTICLE XVI: DIRECT AND INDIRECT COSTS**

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.



Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

#### **ARTICLE XVII: RECORD RETENTION**

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

#### **ARTICLE XVIII: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids,

provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.

3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
  - (1) Project for acquisition of rights-of-way. In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.
  - (2) Preliminary engineering project. In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.
6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

#### **ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS**

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended;

Entity/State Agreement  
S.P. No. H013340  
F.A.P. No. H013340  
Valhi Blvd. Multi-Use Trail, Phase I  
Terrebonne Parish  
Page 19 of 22

and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE XX: INDEMNIFICATION**

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

#### **ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE**

##### **Construction— DOTD**

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If DOTD is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

### **Construction— Entity**

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the

courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

#### **ARTICLE XXII: HOUSE BILL 1 COMPLIANCE**

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

#### **ARTICLE XXIII: COMPLIANCE WITH LAWS**

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

#### **ARTICLE XXIV: VENUE**

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Lellani H. Adams  
Lellani H. Adams  
Deborah W. Greco  
Deborah W. Greco

TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

BY: Gordon E. Dove

Gordon E. Dove  
Typed or Printed Name

Parish President  
Title

72-6001390  
Taxpayer Identification Number

07-507-7511  
DUNS Number

20.205  
CFDA Number

WITNESSES:

Carmel Dupart  
Dyana J. Williams

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

BY: Michael P. Kelly  
Secretary

RECOMMENDED FOR APPROVAL:

BY: Carmel Dupart

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 659-310-8912-24

CAPITAL PROJECTS CONTRL

ROADS & BRIDGES

VALHI BLVD MULTI USE-SIDEWALKS

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2022    | 20,000        | .00           | 0                 | 20,000          |
| CLOSED: |               |               |                   |                 |
| 2016    | 0             | .00           | N/A               | 0               |
| 2017    | 0             | .00           | N/A               | 0               |
| 2018    | 0             | .00           | N/A               | 0               |
| 2019    | 0             | .00           | N/A               | 0               |
| 2020    | 20,000        | .00           | N/A               | 20,000          |
| 2021    | 20,000        | .00           | N/A               | 20,000          |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

*Section III*

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**Kayla Dupre**

**From:** Dean Schouest  
**Sent:** Wednesday, September 21, 2022 12:34 PM  
**To:** Kayla Dupre  
**Subject:** RE: Computers

Good afternoon,  
The quote for the two new computers for ~~you~~ and Peter is \$2994.34.

**From:** Kayla Dupre  
**Sent:** Wednesday, September 21, 2022 7:27 AM  
**To:** Dean Schouest <dschouest@houmaciviccenter.com>  
**Subject:** Computers

A budget amendment will need to be done for the computers. Send me an email with the amount and the computers that need to be purchased.

Thanks,

*Kayla Dupre*  
Comptroller

Terrebonne Parish Consolidated Government  
8026 Main St., Suite 300, Houma, LA 70360  
Phone: (985) 873-6452 fax: (985) 873-6457  
[kdupre@tpcg.org](mailto:kdupre@tpcg.org)





FD171GG

## GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 385-000-7101-51

CIVIC CENTER O &amp; M FUND

NO DEPARTMENT NAME

GENERAL FUND

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2022    | 986,915       | 740,186.27-   | 0                 | 246,729-        |
| CLOSED: |               |               |                   |                 |
| 2016    | 806,492       | 806,492.00-   | N/A               | 0               |
| 2017    | 484,483       | 484,483.00-   | N/A               | 0               |
| 2018    | 1,002,379     | 1,002,379.00- | N/A               | 0               |
| 2019    | 1,002,379     | 1,002,379.00- | N/A               | 0               |
| 2020    | 986,915       | 986,915.00-   | N/A               | 0               |
| 2021    | 986,915       | 986,915.00-   | N/A               | 0               |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 151-999-9103-85

GENERAL FUND

OPERATING TRANSFERS

CIVIC CENTER O&M FUND

|       | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|-------|---------------|---------------|-------------------|-----------------|
| OPEN: |               |               |                   |                 |
| 2022  | 986,915       | 740,186.27    | 0                 | 246,729         |

CLOSED:

|      |           |              |     |   |
|------|-----------|--------------|-----|---|
| 2016 | 806,492   | 806,492.00   | N/A | 0 |
| 2017 | 484,483   | 484,483.00   | N/A | 0 |
| 2018 | 1,002,379 | 1,002,379.00 | N/A | 0 |
| 2019 | 1,002,379 | 1,002,379.00 | N/A | 0 |
| 2020 | 986,915   | 986,915.00   | N/A | 0 |
| 2021 | 986,915   | 986,915.00   | N/A | 0 |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section IV

**Kayla Dupre**

---

**From:** Wendell Voisin  
**Sent:** Monday, September 19, 2022 11:46 AM  
**To:** Kayla Dupre  
**Cc:** David Rome; Gayle Vaughn  
**Subject:** Budget Amendment

Kayla,

Please do an amendment to our 2022 budget to allow for two (2) Part time Fleet Attendants Grade 101. These positions were somehow left out of our budget.

Thank you.

**Wendell Voisin**  
**Public Transit Administrator**  
Terrebonne Parish Consolidated Government  
985-850-4616, ext.408



237-693

|                           |          | ESTIMATED<br>AMOUNT |
|---------------------------|----------|---------------------|
| A. Current Salaries       |          | <u>5,553</u>        |
| FICA                      | 6.20%    | <u>344 8121-01</u>  |
| MEDICARE                  | 1.45%    | <u>81 8121-02</u>   |
|                           |          | <u>- 8122-01</u>    |
|                           |          | <u>-</u>            |
| UNEMPLOYMENT COMPENSATION | 1.50%    | <u>83 8132-01</u>   |
| WORKER'S COMPENSATION     | 4.75%    | <u>264 8133-01</u>  |
| GROUP INSURANCE:          |          |                     |
|                           | 3 months | 6,325               |

---

**Rhonda Samanie**

**From:** Gayle Vaughn  
**Sent:** Monday, September 19, 2022 9:42 AM  
**To:** Rhonda Samanie  
**Subject:** RE: PT Fleet Attendant

Chandler Rodenkirch, Somalia Swing, Rhonda Marcel...(Chandler replace Rhonda)

Thank you,

Gayle J. Vaughn  
Office Manager



**GOOD EARTH  
TRANSIT**

Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409  
Fax: (985) 850-4619

*Sanitizer*  
*7-26-21 hired*

---

**From:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:41 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

Can you give me the name of the person who was employed for this position?

---

**From:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:20 AM  
**To:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

I am sure I have something from David Rome. Let me look back...

Thank you,

Gayle J. Vaughn  
Office Manager



**GOOD EARTH  
TRANSIT**

Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409

Fax: (985) 850-4619

**From:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:19 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Cc:** Kandace Mauldin <[kmauldin@tpcg.org](mailto:kmauldin@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

Gayle,

I just spoke with Kandace & she doesn't recall that discussion. Do you have something in writing approving that?

Rhonda

**From:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Sent:** Monday, September 19, 2022 9:14 AM  
**To:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Subject:** RE: PT Fleet Attendant

These positions were created because of FTA requirements for COVID. We opened them with David Rome and Kandace Mauldin's approval in 2021. We had them filled but a couple of months ago both employees left for other employment.

Thank you,

Gayle J. Vaughn  
Office Manager



Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409  
Fax: (985) 850-4619

**From:** Rhonda Samanie <[rsamanie@tpcg.org](mailto:rsamanie@tpcg.org)>  
**Sent:** Monday, September 19, 2022 8:51 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** PT Fleet Attendant

Good morning Gayle,

I see that they have a job opening for a PT Fleet Attendant for Public Works/Transit. I don't see that position at all on the budgeted positions for 2022 or 2023.

Can you please help me understand the opening?

*Thank you,*



---

**Rhonda Samanie**

**From:** Gayle Vaughn  
**Sent:** Monday, September 19, 2022 10:14 AM  
**To:** Rhonda Samanie  
**Subject:** FW: Part time bus sanitizers

This is all I could find on the matter.

Thank you,

Gayle J. Vaughn  
Office Manager



Terrebonne Parish Consolidated Government  
Phone: (985) 850-4616 ext. 409  
Fax: (985) 850-4619

---

**From:** Wendell Voisin <[wvoisin@tpcg.org](mailto:wvoisin@tpcg.org)>  
**Sent:** Monday, September 19, 2022 10:11 AM  
**To:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** FW: Part time bus sanitizers

---

**From:** David Rome <[drome@tpcg.org](mailto:drome@tpcg.org)>  
**Sent:** Friday, June 18, 2021 12:17 PM  
**To:** Wendell Voisin <[wvoisin@tpcg.org](mailto:wvoisin@tpcg.org)>  
**Cc:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>; Laura Benoit <[lbenoit@tpcg.org](mailto:lbenoit@tpcg.org)>  
**Subject:** RE: Part time bus sanitizers

We received permission to open them, but I do not believe we received any paperwork/FAST form to open them.

**David V. Rome, Jr.**  
**DIRECTOR OF PUBLIC WORKS**

Terrebonne Parish Consolidated Government  
Ph# (985) 873-6735



Go Green  Please consider the environment before printing this email.

**From:** Wendell Voisin <[wvoisin@tpcg.org](mailto:wvoisin@tpcg.org)>  
**Sent:** Wednesday, June 16, 2021 5:03 PM  
**To:** David Rome <[drôme@tpcg.org](mailto:drôme@tpcg.org)>  
**Cc:** Gayle Vaughn <[gvaughn@tpcg.org](mailto:gvaughn@tpcg.org)>  
**Subject:** Part time bus sanitizers

David,

I was just checking in to see if our two part-time field techs for bus sanitizer positions are still approved. We have not seen the positions being opened yet, so I am just checking on the status of them.

Thanks.

**Wendell Voisin**  
**Public Transit Administrator**  
**Terrebonne Parish Consolidated Government**  
**985-850-4616, ext.408**



FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8111-01

FTA GRANT

VEHICLE MAINTENANCE

SALARIES & WAGES

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2022    | 111,176       | 87,917.43     | 0                 | 23,259          |
| CLOSED: |               |               |                   |                 |
| 2016    | 143,648       | 112,661.20    | N/A               | 30,987          |
| 2017    | 163,296       | 97,772.20     | N/A               | 65,524          |
| 2018    | 167,520       | 102,421.35    | N/A               | 65,099          |
| 2019    | 168,703       | 78,933.69     | N/A               | 89,769          |
| 2020    | 178,206       | 95,805.60     | N/A               | 82,400          |
| 2021    | 111,155       | 96,229.31     | N/A               | 14,926          |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF02 =

INPUT SCR

CF04 =

DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8121-01

FTA GRANT

VEHICLE MAINTENANCE

FICA

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2022    | 10,613        | 7,714.40      | 0                 | 2,899           |
| CLOSED: |               |               |                   |                 |
| 2016    | 8,858         | 7,297.51      | N/A               | 1,560           |
| 2017    | 10,135        | 7,577.35      | N/A               | 2,558           |
| 2018    | 12,412        | 7,318.85      | N/A               | 5,093           |
| 2019    | 12,384        | 7,469.74      | N/A               | 4,914           |
| 2020    | 13,324        | 9,645.50      | N/A               | 3,679           |
| 2021    | 9,682         | 9,583.36      | N/A               | 99              |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8121-02

FTA GRANT

VEHICLE MAINTENANCE

MEDICARE

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2022    | 2,482         | 1,804.09      | 0                 | 678             |
| CLOSED: |               |               |                   |                 |
| 2016    | 2,072         | 1,706.59      | N/A               | 365             |
| 2017    | 2,370         | 1,772.00      | N/A               | 598             |
| 2018    | 2,902         | 1,791.92      | N/A               | 1,110           |
| 2019    | 2,815         | 1,812.92      | N/A               | 1,002           |
| 2020    | 2,969         | 2,515.57      | N/A               | 453             |
| 2021    | 2,264         | 2,241.12      | N/A               | 23              |

ENTER = CONTINUE

CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF05 = DSP INV JE  
CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

FD171GG

## GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8132-01

FTA GRANT

VEHICLE MAINTENANCE

UNEMPLOYMENT COMPENSATION

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2022    | 2,568         | 1,466.12      | 0                 | 1,102           |
| CLOSED: |               |               |                   |                 |
| 2016    | 1,664         | 1,832.71      | N/A               | 169-            |
| 2017    | 1,729         | 1,903.69      | N/A               | 175-            |
| 2018    | 2,384         | 1,927.30      | N/A               | 457             |
| 2019    | 2,221         | 1,791.22      | N/A               | 430             |
| 2020    | 2,465         | 2,406.76      | N/A               | 58              |
| 2021    | 2,342         | 2,390.04      | N/A               | 48-             |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

9/21/22

AUGUST 31, 2022 - MONTH LAST CLOSED

ACCT: 237-693-8133-01

FTA GRANT

VEHICLE MAINTENANCE

WORKMEN'S COMPENSATION

|         | <u>BUDGET</u> | <u>ACTUAL</u> | <u>ENCUMBERED</u> | <u>VARIANCE</u> |
|---------|---------------|---------------|-------------------|-----------------|
| OPEN:   |               |               |                   |                 |
| 2022    | 8,131         | 5,829.87      | 0                 | 2,301           |
| CLOSED: |               |               |                   |                 |
| 2016    | 5,059         | 4,681.58      | N/A               | 377             |
| 2017    | 5,633         | 4,822.34      | N/A               | 811             |
| 2018    | 6,850         | 4,882.44      | N/A               | 1,968           |
| 2019    | 7,554         | 5,658.05      | N/A               | 1,896           |
| 2020    | 8,339         | 7,587.78      | N/A               | 751             |
| 2021    | 7,417         | 7,545.46      | N/A               | 128-            |

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT CF02 = INPUT SCR

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL



Wednesday, October 12, 2022

---

**Item Title:**

Ordinance for an Act of Exchange with JMB Partnership, LLC

**Item Summary:**

An ordinance to enter into an Act of Exchange with JMB Partnership, LLC, including TPCG's Abandoning of a Servitude in favor of JMB, JMB's Transfer of Property to TPCG for Access to Bayou Grand Caillou, JMB's Transfer of Property in Fee Title to TPCG with a Levee and a Drainage Ditch, the Maintenance and Preservation of TPCG's Servitude, and JMB's Acknowledgment of TPCG's Servitudes on the Property.

1. Consider the adoption of the ordinance.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 9/22/2022          | Executive Summary |
| Ordinance          | 9/22/2022          | Ordinance         |
| Act of Exchange    | 9/22/2022          | Backup Material   |
| Cedar Grove Report | 9/22/2022          | Backup Material   |



## EXECUTIVE SUMMARY

### PROJECT TITLE

Introduce an Ordinance to Enter into an Act of Exchange with JMB Partnership, LLC, Including TPCG's Abandoning of a Servitude in Favor of JMB, JMB's Transfer of Property to TPCG for Access to Bayou Grand Caillou, JMB's Transfer of Property in Fee Title to TPCG with a Levee and a Drainage Ditch, the Maintenance and Preservation of TPCG's Servitude, and JMB's Acknowledgment of TPCG's Servitudes on the Property; and call a Public Hearing on Wednesday, October 12, 2022 at 6:30 p.m.

### PROJECT SUMMARY (200 WORDS OR LESS)

TPCG desire to enter into an Act of Exchange with JMB Partnership, LLC. JMB owns immovable property that it desires to use portions of the immovable property as mitigation bank and they have acquired all the necessary permitting, followed all the laws and regulations and have performed the proper drainage plan for the mitigation bank. JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation bank.

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

This will provide a public service and benefit for the residents of Terrebonne Parish by assisting in protection of its utility poles as well as drainage and flood protection.

### TOTAL EXPENDITURE

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

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

|            |   |   |   |   |   |   |   |   |   |
|------------|---|---|---|---|---|---|---|---|---|
| PARISHWIDE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------------|---|---|---|---|---|---|---|---|---|

  
Mike Toups, Parish Manager

09/22/2022  
Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ENTER INTO AN ACT OF EXCHANGE WITH JMB PARTNERSHIP, LLC, INCLUDING TPCG'S ABANDONING OF A SERVITUDE IN FAVOR OF JMB, JMB'S TRANSFER OF PROPERTY TO TPCG FOR ACCESS TO BAYOU GRAND CAILLOU, JMB'S TRANSFER OF PROPERTY IN FEE TITLE TO TPCG WITH A LEVEE AND A DRAINAGE DITCH, THE MAINTENANCE AND PRESERVATION OF TPCG'S SERVITUDE, AND JMB'S ACKNOWLEDGMENT OF TPCG'S SERVITUDES ON THE PROPERTY

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to acquire, convey, or lease any lands or property of the parish government.; and

WHEREAS, TPCG desires to enter into an Act of Exchange with JMB Partnership, LLC (JMB) (see attached, to subject to legal); and

WHEREAS, JMB owns immovable property, acquired under COB 2556, Page 755, Entry No. 1571490, that it desires to use portions of the immovable property as mitigation bank; and

WHEREAS, JMB has acquired all necessary permitting, followed all laws and regulations, and has performed the proper drainage plan for the mitigation bank; and

WHEREAS, T Baker Smith as well as David Waitz provided levee construction design, hydrology studies, and surveys for the mitigation bank, while the remainder of the work was done by JMB; and

WHEREAS, JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation banks; and

WHEREAS, TPCG has servitudes and right of ways on the property that shall remain in effect.

WHEREAS, permits have been issued to JMB by federal, state, and local government; and

WHEREAS, JMB will also compensate TPCG, in the amount of twelve thousand (\$12,000.00) dollars, for the maintenance and preservation of TPCG's servitude,

WHEREAS, TPCG believes that entering into this Act of Exchange will provide a public service and benefit for the residents of Terrebonne Parish by assisting in protection of its utility poles as well as drainage and flood protection; and

WHEREAS, this Act of Exchange contains, but is not limited to, TPCG's abandoning of a servitude in favor of JMB, JMB's transfer of property to TPCG for access to Bayou Grand Caillou, JMB's transfer of property in fee title to TPCG with a levee and a drainage ditch, the maintenance and preservation of TPCG's servitude, and JMB's acknowledgment of TPCG's servitudes on the property; and

WHEREAS, in accordance with La. Const. Art. VII(A), TPCG finds that the terms of this Act of Exchange, taken as a whole, are not gratuitous, and that this act of exchange has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure of its public funds for the public at large; and

WHEREAS, this Agreement will be mutually beneficial to the parties in furtherance of their respective purposes and duties, and TPCG expects to receive benefits for themselves and the public at least equivalent to the costs of the responsibilities undertaken pursuant hereto; and



**SECTION I**

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that on behalf of the Terrebonne Parish Consolidated Government hereby agrees to execute the Act of Exchange with JMB Partnership, LLC, subject to changes by legal.

**SECTION IV**

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

**SECTION V**

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
DARRIN GUIDRY, CHAIR  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
TAMMY TRIGGS  
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, 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.

\_\_\_\_\_  
TAMMY TRIGGS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**ACT OF EXCHANGE**  
**STATE OF LOUISIANA**  
**PARISH OF TERREBONNE**

KNOW ALL MEN BY THESE PRESENTS, this Act of Exchange (“Act of Exchange”) entered into on the dates hereinafter indicated by and between:

**1 PARTIES**

**1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT** (hereinafter referred to as “TPCG”), a political subdivision of the State of Louisiana, whose mailing address is 8026 W Main St, Houma, LA 70360 herein appearing by and through Gordon E. Dove, Parish President, duly authorized by authority in Ordinance Number \_\_\_\_\_; and

**1.2 JMB PARTNERSHIP, LLC (TIN XX-XXX-0862)**, (hereinafter referred to as “JMB”), a Louisiana Limited Liability Company, authorized to do business in Terrebonne Parish, Louisiana, whose mailing address for the purposes herein is 203 Main Street, Franklin LA 70538, represented herein by and through Glenn Vice, its agent, duly authorized as per attached Certificate of Authority.

**II RECITALS**

**2.1 WHEREAS**, TPCG is a legislatively created local political subdivision of the State of Louisiana with the constitution and statutory authority to enter into this agreement; and

**2.2 WHEREAS**, TPCG desires to enter into an Act of Exchange with JMB; and

**2.3 Whereas** JMB owns immovable property, acquired under COB 2556, Page 755, Entry No. 1571490 that it desires to use portions of the immovable property as mitigation bank, shown in a March 2, 2022 plat by T. Baker Smith which is incorporated herein and attached hereto as Exhibit A; and

**2.4 WHEREAS**, JMB has acquired all necessary permitting, followed all laws and regulations, and has performed the proper drainage plan for the mitigation bank; and

**2.5 WHEREAS**, T Baker Smith as well as David Waitz provided levee construction design, hydrology studies, and surveys for the mitigation bank, while the remainder of the work was done by JMB; and

**2.6 WHEREAS**, JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation banks; and

**2.7 WHEREAS**, TPCG has servitudes and right of ways on the property referenced in 2.3, that shall remain in effect.

**2.8 WHEREAS**, permits have been issued to JMB by federal, state, and local government; and

**2.8 WHEREAS**, JMB will also compensate TPCG, in the amount of twelve thousand (\$12,000.00) dollars, for the maintenance and preservation of TPCG’s servitude;; and

**2.9 WHEREAS**, TPCG believes that entering into this Act of Exchange will provide a public service and benefit for the residents of Terrebonne Parish by assisting in protection of its utility poles as well as drainage and flood protection; and

**2.10 WHEREAS**, this Act of Exchange contains, but is not limited to, TPCG’s abandoning of a servitude in favor of JMB, JMB’s transfer of property to TPCG for access to Bayou Grand

Caillou, JMB's transfer of property in fee title to TPCG with a levee and a drainage ditch, the maintenance and preservation of TPCG's servitude, and JMB's acknowledgment of TPCG's servitudes on the property; and

2.11 WHEREAS, in accordance with La. Const. Art. VII(A), TPCG finds that the terms of this Act of Exchange, taken as a whole, are not gratuitous, and that this act of exchange has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure of its public funds for the public at large; and

2.12 WHEREAS, this Agreement will be mutually beneficial to the parties in furtherance of their respective purposes and duties, and TPCG expects to receive benefits for themselves and the public at least equivalent to the costs of the responsibilities undertaken pursuant hereto; and

2.13 WHEREAS, TPCG and JMB hereby enter into this Agreement for the purpose of exchanging immoveable property between JMB and TPCG; and

2.14 NOW, THEREFORE, in consideration of the promises, terms, and conditions herein and the mutual covenants herein contained, the parties hereto agree as follows:

2.15 The recitals as set forth above are incorporated by reference and form part of this agreement.

### **III TPCG ABANDONING SERVITUDE ALONG THE WESTERN SIDE OF BAYOU GRAND CAILLOU**

3.1 By virtue of a certain Act of Servitude of Drainage by Walter Land Co. in favor of TPCG dated April 23, 2012, registered in Terrebonne Parish, Louisiana, in COB 2282, Page 582, Entry No. 1397445, Walter Land Co. granted to TPCG a servitude of drainage on, under, over, through, and across property more fully described in section 3.2 and shown on the plat incorporated herein and attached hereto as Exhibit B.

3.2 For and in consideration of this Act of Exchange, TPCG further declares that it desires to abandon and terminate the Servitude Agreement located at COB 2282, Page 582, Entry No. 1397445, consisting of 10.247 acres as to the property described in the attached Exhibit B and more fully described property description as follows:

A CERTAIN TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 17 EAST, AND SECTION 59, TOWNSHIP 18 SOUTH, RANGE 18 EAST TERREBONNE PARISH, LOUISIANA (SOUTHEASTERN LAND DISTRICT}, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT "GCB-04", HAVING COORDINATES OF N=381,708.51 AND E=3,488,853.53;

THENCE, S 05°44'52" WA DISTANCE OF 2,320.57 FEET TO THE POINT OF BEGINNING, HAVING COORDINATES OF N=379,399.61 AND E=3,488,621.12;

THENCE, N 81°04'19" EA DISTANCE OF 134.42 FEET TO A POINT ON THE LEFT DESCENDING BANKLINE OF BAYOU GRAND CAILLOU;

THENCE, ALONG THE LEFT DESCENDING BAN KLINE OF BAYOU GRAND CAILLOU, THE FOLLOWING COURSES:

S 00°09'03" EA DISTANCE OF 163.32 FEET TO A POINT;

S 06°57'01" EA DISTANCE OF 150.11 FEET TO A POINT;

S 08°19'52" EA DISTANCE OF 197.08 FEET TO A POINT;

S 07°45'57" EA DISTANCE OF 137.66 FEET TO A POINT;

S 09°13'58" EA DISTANCE OF 146.66 FEET TO A POINT;

S 09°29'05" EA DISTANCE OF 145.31 FEET TO A POINT;  
S 13°43'30" EA DISTANCE OF 153.56 FEET TO A POINT;  
S 16°50'47" EA DISTANCE OF 140.59 FEET TO A POINT;  
S 18°48'44" EA DISTANCE OF 174.58 FEET TO A POINT;  
S 22°45'04" EA DISTANCE OF 160.89 FEET TO A POINT;  
S 22°00'07" EA DISTANCE OF 135.64 FEET TO A POINT;  
S 18°09'23" EA DISTANCE OF 147.79 FEET TO A POINT;  
S 13°58'13" EA DISTANCE OF 144.84 FEET TO A POINT;  
S 12°28'28" EA DISTANCE OF 142.68 FEET TO A POINT;  
S 17°05'38" EA DISTANCE OF 147.45 FEET TO A POINT;  
S 19°37'36" EA DISTANCE OF 143.01 FEET TO A POINT;  
S 23°05'31" EA DISTANCE OF 142.31 FEET TO A POINT;  
S 30°09'25" EA DISTANCE OF 168.15 FEET TO A POINT;  
S 30°25'01" EA DISTANCE OF 150.00 FEET TO A POINT;  
S 28°57'34" EA DISTANCE OF 155.32 FEET TO A POINT;  
S 27°00'18" EA DISTANCE OF 146.86 FEET TO A POINT;  
S 28°53'15" EA DISTANCE OF 157.37 FEET TO A POINT;  
S 27°10'33" EA DISTANCE OF 135.16 FEET TO A POINT;  
S 06°52'40" EA DISTANCE OF 104.29 FEET TO A POINT;  
S 25°21'29" EA DISTANCE OF 97.69 FEET TO A POINT;

THENCE, S 64°18'20" WA DISTANCE OF 42.40 FEET TO A POINT;

THENCE, ALONG THE FOLLOWING COURSES:

N 25°41'40" WA DISTANCE OF 119.46 FEET TO A POINT;  
N 26°47'30" WA DISTANCE OF 128.33 FEET TO A POINT;  
N 46°40'51" WA DISTANCE OF 84.33 FEET TO A POINT;  
N 35°13'01" WA DISTANCE OF 160.49 FEET TO A POINT;  
N 28°51'31" WA DISTANCE OF 221.52 FEET TO A POINT;  
N 28°27'12" WA DISTANCE OF 193.91 FEET TO A POINT;  
N 30°46'47" WA DISTANCE OF 201.50 FEET TO A POINT;  
N 21°47'38" WA DISTANCE OF 205.02 FEET TO A POINT;  
N 19°07'35" WA DISTANCE OF 202.49 FEET TO A POINT;  
N 13°39'30" WA DISTANCE OF 198.75 FEET TO A POINT;  
N 14°27'12" WA DISTANCE OF 198.15 FEET TO A POINT;  
N 20°58'24" WA DISTANCE OF 204.51 FEET TO A POINT;  
N 22°59'01" WA DISTANCE OF 196.45 FEET TO A POINT;  
N 18°23'42" WA DISTANCE OF 203.12 FEET TO A POINT;  
N 15°22'31" WA DISTANCE OF 204.31 FEET TO A POINT;  
N 10°57'31" WA DISTANCE OF 202.13 FEET TO A POINT;  
N 09°04'54" WA DISTANCE OF 203.02 FEET TO A POINT;  
N 08°16'08" WA DISTANCE OF 203.41 FEET TO A POINT;  
N 08°36'01" WA DISTANCE OF 200.63 FEET TO A POINT;

THENCE, N 01 °28'11" WA DISTANCE OF 195.08 FEET BACK TO THE POINT  
OF BEGINNING AND CONTAINING 10.247 ACRES.

ALL AS MORE FULLY DESCRIBED ON PLAT PREPARED BY T. BAKER SMITH,  
LLC, MAP SHOWING PORTION OF TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT DRAINAGE SERVITUDE REVERTED BACK TO JMB PARTNERSHIP,  
LLC LOCATED IN SECTION 1, T18S-R17E & SECTION 59, T18S-R18E TERREBONNE  
PARISH, LOUISIANA" DATED FEBRUARY 14, 2022. ALL BEARINGS, DISTANCES, AND  
COORDINATES ARE BASED ON LOUISIANA COORDINATE SYSTEM, SOUTH ZONE

(NAD 83). The property is shown on a platted survey which is incorporated herein and attached hereto as Exhibit B.

#### **IV. TPCG ACCEPTING OWNERSHIP OF PROPERTY, ITS LEVEE, AND DRAINAGE DITCH FROM THE ASHLAND PUMP STATION TO ROLAND ROAD**

4.1 For and in consideration of this Act of Exchange, JMB agrees to grant, bargain, assign, set over, transfer, dedicate, and deliver fee title of immovable property, its levee, and its drainage ditch to TPCG, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which JMB has or may have against all preceding owners and vendors, unto TPCG the following fully described property description, to-wit:

A CERTAIN TRACT OF LAND SITUATED IN SECTION 1, T18S-R17E, LOCATED IN TERREBONNE PARISH, LOUISIANA, APPROXIMATELY 5 MILES SOUTH OF THE CITY OF HOUMA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM NGS MONUMENT "GCB04" HAVING COORDINATES OF N=381,708.51 & E=3,488,853.53;

THENCE, S 06°08'38" W A DISTANCE OF 2,214.02 FEET TO A FOUND ¾" IRON PIPE SITUATED ON THE WESTERN LINE OF AN EXISTING TERREBONNE PARISH DRAINAGE SERVITUDE HAVING COORDINATES OF N:379,507.21 AND E: 3,488,616.57, SAID POINT BEING THE POINT OF BEGINNING (P.O.B. #4) OF GEREINAFTER DESCRIBED TRACT;

THENCE ALONG SAID DRAINAGE SERVITUDE, S 02° 22' 33" E A DISTANCE OF 107.70 FEET TO A SET ¾" IRON PIPE;

THENCE, N 81° 04' 17" E A DISTANCE OF 1,893.64 FEET TO A SET ¾" IRON PIPE;

THENCE, N 08° 55' 11" W A DISTANCE OF 107.00 FEET TO A SET ¾" IRON PIPE;

THENCE, N 81° 04' 17" E A DISTANCE OF 1,905.91 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 4.667 ACRES.

SAID TRACT OF LAND IS FURTEHR DESCRIBED AND DEPICTED AS RAW LAND TRACT "tpcg-1" ON PLAT OF SURVEY BY T. BAKER SMITH, LLC ENTITLED "EXHIBIT "A" JMB PARTERSHIP, LLC MAP SHOWING RESUBDIVISION OF RAW LAND TRACTS A & W-1 INTO RAW LAND TRACTS A-1, A-2, & TPCG-1 LOCATED IN SECTIONS 1,2,15,40 & 41, T18S-R17E & SECTIONS 59 & 79 T18S-R18E, TERREBONNE PARISH, LOUISIANA" DATED MARCH 2, 2022. This plat of survey is incorporated herein and attached hereto as Exhibit A.

4.2 Said property transferred by JMB to TPCG is further evidenced by the attached plat by T. Baker Smith on November 19, 2020, incorporated herein and attached hereto as Exhibit C.

4.3 The levee provides a public service to all of the residents of Terrebonne Parish by assisting in flood protection.

#### **V. JMB TRANSFER OF PROPERTY TO TPCG FOR ACCESS TO THE EASTERN SIDE OF BAYOU GRAND CAILLOU**

5.1 For and in consideration of this Act of Exchange, JMB does hereby grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which JMB has or may have against all preceding owners and vendors, unto TPCG the following described property, to-wit:

A CERTAIN TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 17 EAST, AND SECTION 59, TOWNSHIP 18 SOUTH, RANGE 18 EAST TERREBONNE PARISH, LOUISIANA (SOUTHEASTERN LAND DISTRICT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT "GCB-04", HAVING COORDINATES OF N=381,708.51 AND E=3,488,853.53;

THENCE, S 06°33'59" EA DISTANCE OF 1,994.97 FEET TO THE POINT OF BEGINNING, HAVING COORDINATES OF N:379,726.63 AND E=3,489,081.65;

THENCE, ALONG THE FOLLOWING COURSES:

S 45°43'53" WA DISTANCE OF 101.30 FEET TO A POINT;  
S 30°40'59" WA DISTANCE OF 51.28 FEET TO A POINT;  
S 50°51'11" WA DISTANCE OF 125.54 FEET TO A POINT;  
S 30°23'55" WA DISTANCE OF 40.15 FEET TO A POINT;  
S 08°42'37" WA DISTANCE OF 71.64 FEET TO A POINT;  
S 01°35'58" EA DISTANCE OF 175.46 FEET TO A POINT;  
S 07°08'28" EA DISTANCE OF 140.13 FEET TO A POINT;  
S 09°44'38" EA DISTANCE OF 187.37 FEET TO A POINT;  
S 08°15'33" EA DISTANCE OF 143.45 FEET TO A POINT;  
S 07°21'23" EA DISTANCE OF 130.67 FEET TO A POINT;  
S 10°26'08" EA DISTANCE OF 164.21 FEET TO A POINT;  
S 15°26'15" EA DISTANCE OF 131.26 FEET TO A POINT;  
S 16°07'43" EA DISTANCE OF 146.57 FEET TO A POINT;  
S 19°21'38" EA DISTANCE OF 159.47 FEET TO A POINT;  
S 24°04'08" EA DISTANCE OF 99.62 FEET TO A POINT;  
S 21°37'26" EA DISTANCE OF 116.19 FEET TO A POINT;  
S 21°42'46" EA DISTANCE OF 129.55 FEET TO A POINT;  
S 14°58'39" EA DISTANCE OF 151.98 FEET TO A POINT;  
S 14°18'49" EA DISTANCE OF 156.69 FEET TO A POINT;  
S 15°17'16" EA DISTANCE OF 190.64 FEET TO A POINT;  
S 20°31'18" EA DISTANCE OF 151.79 FEET TO A POINT;  
S 21°07'41" EA DISTANCE OF 133.92 FEET TO A POINT;  
S 29°37'50" EA DISTANCE OF 127.70 FEET TO A POINT;  
S 30°09'23" EA DISTANCE OF 130.54 FEET TO A POINT;  
S 31°38'02" EA DISTANCE OF 119.21 FEET TO A POINT;  
S 26°09'39" EA DISTANCE OF 165.53 FEET TO A POINT;  
S 28°23'59" EA DISTANCE OF 179.36 FEET TO A POINT;  
S 29°08'26" EA DISTANCE OF 111.57 FEET TO A POINT;  
S 23°25'17" EA DISTANCE OF 190.65 FEET TO A POINT;  
S 23°18'30" EA DISTANCE OF 263.51 FEET TO A POINT;  
S 26°17'19" EA DISTANCE OF 129.74 FEET TO A POINT;  
S 18°39'58" EA DISTANCE OF 89.56 FEET TO A POINT;

THENCE, S 10°30'49" EA DISTANCE OF 146.99 FEET TO A POINT ON A GRAVEL ROAD;

THENCE, N 89°09'03" WA DISTANCE OF 81.58 FEET TO A POINT ON THE RIGHT DESCENDING BAN KLINE OF BAYOU GRAND CAILLOU;

THENCE, ALONG THE RIGHT DESCENDING BANKLINE OF BAYOU GRAND CAILLOU, THE FOLLOWING COURSES:

N 10°31'25" WA DISTANCE OF 125.21 FEET TO A POINT;  
N 18°39'58" WA DISTANCE OF 78.53 FEET TO A POINT;  
N 26°17'19" WA DISTANCE OF 126.49 FEET TO A POINT;  
N 23°18'30" WA DISTANCE OF 265.52 FEET TO A POINT;  
N 23°25'17" WA DISTANCE OF 186.57 FEET TO A POINT;  
N 29°08'26" WA DISTANCE OF 108.09 FEET TO A POINT;  
N 28°23'59" WA DISTANCE OF 181.44 FEET TO A POINT;  
N 26°09'39" WA DISTANCE OF 163.27 FEET TO A POINT;  
N 31°38'02" WA DISTANCE OF 116.42 FEET TO A POINT;  
N 30°09'23" WA DISTANCE OF 131.94 FEET TO A POINT;  
N 29°37'50" WA DISTANCE OF 134.02 FEET TO A POINT;  
N 21°07'41" WA DISTANCE OF 140.29 FEET TO A POINT;  
N 20°31'18" WA DISTANCE OF 155.87 FEET TO A POINT;  
N 15°17'16" WA DISTANCE OF 194.97 FEET TO A POINT;  
N 14°18'49" WA DISTANCE OF 156.90 FEET TO A POINT;  
N 14°58'39" WA DISTANCE OF 146.81 FEET TO A POINT;  
N 21°42'46" WA DISTANCE OF 124.91 FEET TO A POINT;  
N 21°37'26" WA DISTANCE OF 114.55 FEET TO A POINT;  
N 24°04'08" WA DISTANCE OF 101.20 FEET TO A POINT;  
N 19°21'38" WA DISTANCE OF 165.01 FEET TO A POINT;  
N 16°07'43" WA DISTANCE OF 149.31 FEET TO A POINT;  
N 15°26'15" WA DISTANCE OF 135.23 FEET TO A POINT;  
N 10°26'08" WA DISTANCE OF 169.86 FEET TO A POINT;  
N 07°21'23" WA DISTANCE OF 132.19 FEET TO A POINT;  
N 08°15'33" WA DISTANCE OF 141.71 FEET TO A POINT;  
N 09°44'38" WA DISTANCE OF 188.15 FEET TO A POINT;  
N 07°08'28" WA DISTANCE OF 145.82 FEET TO A POINT;  
N 01°35'58" WA DISTANCE OF 178.16 FEET TO A POINT;  
N 81 °04'19" EA DISTANCE OF 25.91 FEET TO A POINT;  
N 02°24'37" WA DISTANCE OF 65.32 FEET TO A POINT;

THENCE, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 114.11 FEET, WITH A RADIUS OF 185.00 FEET, WITH A CHORD BEARING OF N 31°53'23" E, WITH A CHORD LENGTH OF 112.31 FEET TO A POINT;

THENCE, N 62°37'19" EA DISTANCE OF 90.48 FEET TO A POINT;

THENCE, N 56°14'33" EA DISTANCE OF 173.98 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 8.043 ACRES.



ALL AS MORE FULLY DESCRIBED ON PLAT PREPARED BY T. BAKER SMITH, LLC, ENTITLED "EXHIBIT A MAP SHOWING PROPOSED 80' ACCESS SERVITUDE FOR TPCG DRAINAGE SERVITUDE CROSSING PROPERTY BELONGING TO JMB PARTNERSHIP, LLC LOCATED IN SECTION 1, T18S-R17E & SECTION 59, T18S-R18E TERREBONNE PARISH, LOUISIANA" DATED FEBRUARY 14, 2022. ALL BEARINGS, DISTANCES, AND COORDINATES ARE BASED ON LOUISIANA COORDINATE SYSTEM, SOUTH ZONE (NAD 83).

5.2 Said property transferred by JMB to TPCG is further evidenced by the attached plat by T. Baker Smith on February 14, 2022, incorporated herein and attached hereto as Exhibit D.

## **VI. JMB'S ACKNOWLEDGMENT OF TPCG'S SERVITUDE**

6.1 As part of and in consideration of the Act of Exchange, JMB does hereby acknowledge and agree that TPCG has a servitude of passage to access its utility lines, poles, and system and right of way for the purpose of ingress and egress to, on, over, and across the existing road to service and access TPCG's electrical lines, recorded in Terrebonne Parish, Louisiana, COB 1285, page 228, Entry No. 884060, more particularly described as follows:

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, Sta. 0+00 and being the POINT OF BEGINNING.

THENCE, N 8 Deg. 56 Min. 52 Sec. W on and along said survey line for a distance of 123.22 feet and being Station -1+23.22. Said tract being the area lying under Industrial Boulevard and containing 1,355.42 square feet.

COMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00, THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 499.92 feet to its intersection with the property line common to Ben Bussby or assigns and Walter Land Company, Station 4+99.92 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E, on and along said survey line for a distance of 2,963.99 feet to its intersection with the property line common to Walter Land Company and Terrebonne Parish Consolidated Government, Station 34+63.91 and containing 32,603.89 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00, THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 4,457.61 feet to its intersection with the property line common to Tube Alloy Corp. and Walter Land Company, Station 44+57.63 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. W, on and along said survey line for a distance of 60 feet to its intersection with the property line common to Walter Land Company and Cro Equipment Rental and Supply and being Station 5+17.61, Said tract being the area lying under Weldon Road and containing 660 square feet.

COMMENCING at a point located No 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00, THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 4,917.61 feet to its intersection with the property line common to Cro Equipment Rental and Supply and Walter Land Company, Station 49+17.61 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E, on and along said survey line for a distance of 1,402.25 feet, and being Station s63+19.86.

THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, and being Station 64+09.86.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet to its intersection with the property line common to Walter Land Company and Charles David Chauvin II, being Station 64+94.86 Line Back and Station 64+42.14 Line Ahead and containing 17,346.75 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 910 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 508.63 feet to its intersection with the property line common to Bel-Cro Machine Shop Inc. and Walter Land Company, Station 69+50.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 80 feet to its intersection with the property line common to Walter Land Company and Bel-Cro Machine Shop inc., and being Station 70+30.77. Said tract being the area lying under Dickson Road and containing 880 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 1,528.63 feet to its intersection with the property line common to Herman Bidstrop and Walter Land Company, Station 79+70.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 80 feet to its intersection with the property line common to Walter Land Company and Ken Barrilleaux and being Station 80+50.77. Said tract being the area lying under Redmond Road and containing 880 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations "Ashland" – 1934, being a point on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 03 Min. 08 Sec. E on and along said survey line for a distance of 1,863.63 feet to its intersection with the property line common to Ken Barrilleaux and Walter Land Company, Station 83+05.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 690 feet to its intersection with the property line common to Walter Land Company and Tedel, Inc., being Station 89+95.77 and containing 7,590 square feet.

COMMENCING at a point located N 10 Deg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Station "Ashland" – 1934, being a point on the survey

line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 L.B. and Station 64+42.14 L.A. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 3,148.63 feet to its intersection with the property line common to Clinton H. Kind and Walter Land Company, Station 95+90.77 and being the POINT OF BEGINNING.

Thence, s 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 80 feet to its intersection with the property line common to Walter Land Company and Deep South Marines Services, Inc., and being Station 96+70.77. Said tract being the area lying under Thompson Road and containing 880 square feet.

ALL AS MORE FULLY SHOWN, on the plats prepared by Keneth L. Rembert, Land Surveyor, dated December 3, 1990, and revised on May 15, 1991, entitled “MAP SHOWING PROPOSED UTILITY SERVITUDE FOR TERREBONNE PARISH CONSOLIDATED GOVERNMENT IN T17S-R17E, T17S-R18E, T18S-R17E & T18S-R18E, TERREBONNE PARISH, LOUISIANA”

|       | Length            | Square Feet        |
|-------|-------------------|--------------------|
| 1)    | 123.22            | 1,355.42           |
| 2)    | 2,963.99          | 32,603.89          |
| 3)    | 60.00             | 660.00             |
| 4)    | 1,577.25          | 17,349.75          |
| 5)    | 80.00             | 880.00             |
| 6)    | 80.00             | 880.00             |
| 7)    | 690.00            | 7,590.00           |
| 8)    | 80.00             | 880.00             |
| TOTAL | 5,654.46 Lin. Ft. | 62,199.06 Sq., Ft. |

COMMENCING at a point located N 10 Seg. 52 Min. 05 Sec. W a distance of 19,373.69 feet from U.S.C. & G.S. Stations “Ashland” – 1934, being appoint on the survey line for a proposed 11' utility servitude, being Station 0+00. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 6,319.86 feet, being Station 63+19.86. THENCE, S 81 Deg. 03 Min. 08 Sec. W on and along said survey line for a distance of 90 feet, being Station 64+09.86. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 85 feet, being Station 64+94.86 Line Back and Station 64+42.14 Line Ahead. THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 3,483.63 feet to its intersection with the property line common to Dept South Marines Services, Inc. and Walter Land Company, Station 99+25.77 and being the POINT OF BEGINNING.

THENCE, S 8 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 8,426.82 feet, being Station 183+52.59.

THENCE, s 86 Deg. 56 Min. 52 Sec. E on and along said survey line for a distance of 557 feet, more or less, being Station 189+09.59.

THENCE, S 85 Deg. 15 Min. 05 Sec. E on and along said survey line for a distance of 459.5 feet, more or less, to its intersection with the centerline of La. Hwy. No. 57 (Grand Caillou Road), being the property line common to Walter Land Company and the Terrebonne Parish Jail Site, being Station 193+69.09 and containing 103,876.52 square feet. Said servitude contains 9,448.32 linear feet.

ALL AS MORE FULLY SHOWN, on plats prepared by Keneth L. Rembert, Land Surveyor, dated December 3, 1990, and revised on May 15, 1991, entitled “MAP SHOWING PROPOSED UTILITY SERVITUDE FOR TEREBONNE APRIHS CONSOLDIATED

GOVERNMENT IN T17S-R18E, T18S-R17E & T18S-R18E, TERREBONNE PARISH, LOUISIANA”.

Commencing at a point located N 12 Deg. 53 Min. 54 Sec. W a distance of 10,729.81 feet from U.S.C. & G.S. Station “Ashland”-1934, being a point on the survey line for a proposed 11’ utility servitude and being the POINT OF BEGINNING.

THENCE, N 81 Deg. 03 Min. 08 Sec. E on and along said survey line for a distance of 85.00 feet. Said tract being the area lying under Denley Road, 45’ south of the center of Shaffer Road, containing 935 square feet and 85 linear feet.

COMMENCING at a point located N 6 Deg. 04 Min. 57 Sec. W a distance of 10,717.72 feet from U.S.C. & G.S. Station “Ashland” – 1934, being a point on the survey line for a proposed 11’ utility servitude, on it’s intersection with the western Right-of-way Line for La. State Hwy. 57 (Grand Caillou Road\_ and being the POINT OF BEGINNING.

THENCE, N 81 Deg. 03 Min. 08 Sec. E on and along said survey line for a distance of 490 feet, more or less, to its intersection with the property line common to Walter Land Company and Louis Saia Jr. at the center of Bayou Grand Caillou, containing 5390 square feet, more or less and 490 linear feet, more or less.

COMMENCING at a point located N 0 Deg. 36 Min. 11 Sec. E a distance of 11,618.57 feet from U.S.C. & G.S. Station “Ashland” – 1934, being a point on the survey line for a proposed 11’ utility servitude on it’s intersection with the property line common to Louis Sais, Jr. and Walter Land Company and being the POINT OF BEGINNING.

THENCE, N 0 Deg. 18 Min. 25 Sec. W on and along said survey line for a distance of 1,085.00 feet to a point.

THENCE, N 89 Deg. 41 Min. 35 Sec. E on and along said survey line for a distance of 2,330.33 feet to a point.

THENCE, N 0 Deg. 18 Min. 25 Sec. W on and along said survey line for a distance of 200.00 feet to a point.

THENCE, N 89 Deg. 41 Min. 23 Sec. E on and along said survey line for a distance of 1,621.23 feet to its intersection with the property line common to Walter Land Company and Houma Terrebonne Airport Commission, containing an area of 57,598.53 square feet and 5,236.23 linear feet.

COMMENCING at a point located N 23 Deg. 12 Min. 32 Sec. E a distance of 14,125.28 feet from U.S.C. & G.S. Stations “Ashland” – 1934, being a point on the survey line for a proposed 11’ utility servitude on it’s intersection with the property line common to Houma Terrebonne Airport Commission and Walter Land Company and being the POINT OF BEGINNING.

THENCE, N 87 Deg. 37 Min. 44 Sec. E on and along survey line for a distance of 1,765.29 feet to a point.

THENCE, N \_ Deg. 39 Min. 41 Sec. E on and along said survey line for a distance of 1,488.66 feet to a point.

THENCE, N 87 Deg. 55 Min. 20 Sec. E on and along said survey line for a distance of 2,362.91 feet to its intersection with the survey line for the proposed 11’ utility servitude along Louisiana State Hwy. 56.

THENCE, S 45 Deg. 29 Min. 04 Sec. E on and along said survey line for the utility servitude a distance of 66.55 feet to a point.

THENCE, on and along a curve to the left having an Arc Distance of 699.46 feet, Radius distance of 5,684.58 feet and a Chord of S 49 Deg. 00 Min. 34 Sec. E – 699.02 feet to a point.

THENCE, S 52 Deg. 32 Min. 04 Sec. E on and along said survey line for a distance of 109.75 feet to a point.

THENCE, on and along a curve to the right having an Arc distance of 656.48 feet, Radius distance of 3,864.72 feet and a Chord of S 48 Deg. 24 <om/ 34 Sec. E – 556.00 feet to a point.

THENCE, S 44 Deg. 17 Min. 04 Sec. E on a and along said survey line for a distance of 412.47 feet to its intersection with the property line Common to Walter Land Company and La Bon Terre Realty Corporation\

THENCE, N 45 Deg. 29 Min. 04 Sec. W on and along said survey line for the utility servitude a distance of 918.25 feet to a point.

THENCE, on and along a curve to the right having an Arc distance of 1,416.45 feet, Radius distance of 3,744.72 feet and a Chord of N 34 Deg. 44 Min. 04 Sec. @ - 1,408.15 feet to a point.

THENCE, N 23 Deg. 59 Min. 04 Sec. W on and along said survey line for a distance of 555.73 feet to a point.

THENCE, on and along a curve to the left having an Arc distance of 630.29 feet, Radius distance of 1,954.86 feet and a Chord of N 33 Deg. 13 Min. 16 Sec. W – 627.56 feet to a point.

THENCE, N 30 Deg. 18 Min. 26 Sec. E on and along said survey line for a distance of 37.30 feet to a point at its intersection with the existing powerline servitude.

THENCE, S 45 Deg. 29 Min. 04 Sec. E on and along said survey line for the utility servitude for a distance of 66.55 feet to a point.

THENCE, on and along a curve to the left having an Arc distance of 544.40 feet and Radius distance of 5,684.58 feet to a point and being the POINT OF BEGINNING.

THENCE, N 38 Deg. 51 Min. 51 Sec. E on and along said survey line for a distance of 27.74 feet to a point.

THENCE, S 48 Deg. 26 Min. 46 Sec. E on and along said survey line for a distance of 10.32 feet to appoint at its intersection with the United Gas Station Site.

ALL OF THE ABOVE under Caption 4 contains an areas of 121,634.15 square feet and 11,057.65 linear feet.

ALL OF THE ABOVE under Cations 1 through 4 contain an area of 185,557.68 square feet and 16,868.55 linear feet.

ALL AS MORE FULLY SHOWN, on plats prepared by Keneth L. Rembert, Land Surveyor, dated December 3, 1990, and revised on May 15, 1991, entitled “MAP SHOWING PROPOSED UTILITY SERVITUDE FOR TERREBONNE PARISH CONSOLIDATED GOVERNMENT IN T17S-R17E, T17S-R18E, R18S-R17E, & T18S-R18E, TERREBONNE PARISH, LOUISIANA” Keneth Rembert plats pages 1 through 6, DATED May 15, 1991, are incorporated herein and attached hereto as Exhibit E.

## **VII MISCELLANEOUS OBLIGATIONS, TERMS, AND CONDITIONS.**

7.1 JMB acknowledges and agrees that it has performed the appropriate hydrologic modification impact analysis for the property referenced in Exhibit A. The impact analysis is incorporated herein and attached hereto as Exhibit F.

7.2 JMB further acknowledges and agrees that it has performed engineering studies to determine the pre and post hydrology for the property referenced in Exhibit A. The hydrology studies are incorporated herein and attached hereto as Exhibit G.

7.3 JMB further acknowledges and agrees that it will compensate and pay TPCG, in the amount of twelve thousand (\$12,000.00) dollars, for the maintenance and preservation of TPCG’s servitude,. This is more accurately shown in a map created by All South Consulting Engineers, LLC, dated November 30, 2021 (incorporated herein and attached hereto as Exhibit H). TPCG reserves all rights to seek compensation and or damages related to its servitudes which are damaged by JMB.

7.4 In the event of a conflict between the existing agreements and this agreement, interpretation shall be most favorable to TPCG for the operation, maintenance, and repairs of its utility system, sewage system, and its utility poles.

7.5 TPCG and JMB agree that JMB further grants TPCG the right of passage and clear access on any of JMB's existing road or passage that run parallel of a TPCG servitude, so long as the TPCG right of passage does not encroach upon the conservation servitude established for the Cedar Grove Mitigation Bank Amendment 1.

7.6 JMB has removed levees, filled in drainage ditches, and created levees to enhance the mitigation bank.

7.7 TPCG is in possession and shall maintain its own set of keys and locks for access to its property, servitudes, and right of ways.

7.8 TPCG and JMB agree this exchange is made and accepted subject to the restrictive covenants, easements, servitudes, right of ways, and mineral reservations affecting the property and currently valid and on file with the Terrebonne Parish recorder of mortgages and conveyances. This includes, but is not limited to the agreements located at COB 514, page 901, Entry No. 401481; COB 564 , Page 730, Entry No. 447129; COB 1087, Page 177, Entry No. 797697; COB 1780, Page 220, Entry No. 1122730; COB 2161, page 500, Entry No. 1327964; COB 2228, Page 798, Entry No. 136675; COB 1156 Page 243, Entry No. 830757. The reference to any mineral reservation, restrictions, servitude, easements, right away, or other encroachments adversely affecting the title of physical condition of the here in above-described property shall not be construed as acknowledgement, confirmation, or reestablishment thereof.

## **VIII. CONSIDERATION**

8.1 TPCG and JMB agree that the consideration herein is for this entire agreement and constitutes full payment between TPCG and JMB regarding TPCG's acquisition of JMB's ownership in the above-described property.

## **IX. DRAFTER**

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

## **X. LEGAL COUNSEL**

10.1 TPCG and JMB agree that they have their own legal counsel regarding this Act of Exchange and that they have voluntarily entered into this agreement.

## **XI. AMENDMENTS IN WRITING**

11.1 JMB and TPCG agree the Agreement may only be amended or supplemented to provide additions, deletions and revisions in the Work or to modify the terms and conditions thereof by written Amendment. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

## **XII. LOUISIANA PUBLIC RECORDS ACT**

12.1 JMB and TPCG agree this Agreement, and the records and reports related to this Agreement, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and JMB acknowledges that it is aware of and shall comply with all laws governing public records.

### **XIII. ASSIGNMENT**

13.1 JMB and TPCG agree that JMB shall not assign any interest in the agreement by assignment, transfer, or novation, without prior written consent of TPCG, which shall not be reasonably withheld. This provision shall not be construed to prohibit the JMB from assigning his bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to TPCG.

13.2 JMB and TPCG agree that the servitudes created and recognized herein shall run with the property.

### **XIV. FINANCIAL DISCLOSURE**

14.1 JMB and TPCG agree each recipient may be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

### **XV. OTHER LEGAL REMEDIES**

15.1 JMB and TPCG agree the imposition of such remedies shall not be construed as a waiver of any legal remedies TPCG or JMB may have as to any subsequent breach under this Agreement. The venue for any suit shall be filed in the 32<sup>nd</sup> Judicial District Court, Terrebonne Parish, Louisiana. TPCG and JMB shall have all remedies in this agreement and allowed by law.

### **XVI. WARRANTY**

16.1 TPCG and JMB agree that it has the right to exchange the property, that the same is free and clear of any and all liens, claims and encumbrances unless reserved herein, and that JMB shall defend the same against all such claims whatsoever. JMB further covenants and agrees that TPCG shall lawfully and peaceably hold, occupy and enjoy the property in accordance with the servitude agreements.

16.2 JMB agrees with TPCG and warrants that this agreement does not give JMB or its transferees the right to increase drainage and/or flooding on any adjacent property owners in a manner that is not legal. If proven, by law, that JMB is not legally draining and/or flooding on adjacent property owners, JMB shall remediate all legal issues at its own cost and expense.

16.3 JMB warrants T Baker Smith provided levee design, hydrology study, and surveys for the mitigation bank, while the remainder of the work was done by JMB. See pages one (1) through three (3) of the Mitigation Bank Instrument incorporated herein and attached hereto as Exhibit I.

16.4 TPCG and JMB accept the property as depicted in the Alta survey (see Exhibit A).

16.5 JMB agrees with TPCG and warrants that it has received all necessary permits and approvals from all government agencies for the construction and operation of this mitigation bank and will not operate in violation of any law, regulation, or agreement. The following permits have been issued to JMB:

- a) USACE Permit MVN 2018-01494 (incorporated herein and attached hereto as Exhibit J)
- b) DNR Coastal Use Permit No. P20180671 (incorporated herein and attached hereto as Exhibit K)
- c) Terrebonne Coastal Impact Certificate No. 1667 (incorporated herein and attached hereto as Exhibit L)
- d) Terrebonne Parish Consolidated Government Dept. of Public Works—Letter of No Objection No.3808. (incorporated herein and attached hereto as Exhibit M)

16.6 JMB agrees with TPCG and warrants that the levee being transferred to TPCG in section IV of this agreement was built in accordance with T. Baker Smith's Levee plans (incorporated herein and attached hereto as Exhibit N).

## **XVII. EXHIBIT LIST**

17.1 Attached to this Act of Exchange are the following Exhibits:

1. Exhibit A - Alta survey by T. Baker Smith
2. Exhibit B - plat by T. Baker Smith of the servitude being abandoned to TPCG
3. Exhibit C - plat by T. Baker Smith of the levee and drainage ditch being transferred to TPCG
4. Exhibit D - plat by T. Baker Smith of the levee and drainage ditch being transferred to TPCG
5. Exhibit E - Keneth Rembert plats pages 1 through 6, DATED May 15, 1991
6. Exhibit F – JMB's Impact analysis
7. Exhibit G – JMB's hydrology studies
8. Exhibit H – November 30, 2021 map by All South Engineers
9. Exhibit I – Pages 1-3 of the Mitigation Bank Instrument
10. Exhibit J - USACE Permit MVN 2018-01494
11. Exhibit K - DNR Coastal Use Permit No. P20180671
12. Exhibit L - Terrebonne Coastal Impact Certificate No. 1667
13. Exhibit M - Terrebonne Parish Consolidated Government Dept. of Public Works—Letter of No Objection No.3808
14. Exhibit N – T. Baker Smith Levee plans

17.2 Any discrepancy between these exhibits and this Act of exchange shall be interpreted in the light most favorable to TPCG.

## **XVIII. SEVERABILITY**

18.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the effective period of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

## **XIX. CONSTRUCTION AND MODIFICATION OF AGREEMENT**

19.1 The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or questions of intent or interpretation arise, this Agreement shall be construed as if jointly drafted by the parties and no presumption or burden of proof shall be arise favoring any of the parties by virtue of authorship of any of the provisions of this Agreement.

19.2 No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provisions of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time, nor shall it be deemed a valid waiver of such.

## **XX. HEADINGS**



20.1 The section headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any section or subsection. Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular number shall be construed to include the plural, and vice versa, unless the context requires otherwise.

## **XXI. GOVERNING LAW**

21.1 TPCG and JMB agree this Agreement shall be governed by and construed in accordance with the internal laws and regulations of the State of Louisiana without regard to the conflicts of laws principles thereof.

## **XXII. SUCCESSION**

22.1 TPCG and JMB agree this Agreement shall inure to the benefit of and be binding upon parties hereto and their heirs, executors, administrators, successors and assigns. All benefits shall be construed in the light most favorable to TPCG.

## **XXIII. NO WAIVER**

23.1 TPCG and JMB agree, with the exception of all rights pursuant to a Declaration of Emergency, under La. R.S. 29:721 et seq, in favor of the state of Louisiana and/or TPCG, the failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

## **XXIV. INDEMNIFICATION**

24.1 TPCG and JMB agrees that JMB shall defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether through agreement, tortuous, or implied, arising from this Agreement, whether for breach of this agreement, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of JMB, its agents, servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into, including and as a result of any such claims, lawsuits and demands, the JMB 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. JMB will not be liable for any comparative negligence of TPCG.

## **XXV. SURVIVAL**

25.1 JMB and TPCG agree in the event this Agreement is terminated for any reason, whatsoever, JMB's obligations regarding records, audits, and indemnification shall survive. Insurance requirements shall also survive termination or expiration to cover JMB's indemnification obligations under this Agreement, as well as any other requirements which normally would survive termination.

**XXVI. WAIVER OF RIGHT OF FIRST REFUSAL**

26.1 TPCG and JMB agree to expressly waive any rights of offer of sale or first refusal to reacquire the Property prior to the transfer to a third party under the provisions of La. R.S. 41:1338(A), as amended, or pursuant to any other applicable provision of law.

**XXVII. TAXES**

27.1 TPCG and JMB agree all ad valorem property taxes for the previous year, 2021, on the herein conveyed property, have been paid and discharged and taxes for the current year, 2022, will be prorated between the parties herein. JMB is responsible for the payment of any other taxes, if owed, as a result of this agreement.

**XXVIII. AUTHORITY**

28.1 JMB and TPCG agree that each representative herein warrants that they have the requisite authority to sign this agreement.

**XXIX. NOTICES**

29.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given to TPCG if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed as follows:

Terrebonne Parish Consolidated Government  
Attn.: Gordon Dove, Parish President or his successor  
Government Tower  
Houma, Louisiana 70360

JMB Partnership, LLC  
Glenn Vice or his successor  
203 Main Street  
Franklin, Louisiana 70538

**XXX                      SIGNATURES OF THE PARTIES**

30.1    TERREBONNE PARISH CONSOLIDATED GOVERNMENT

          THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me,  
Notary Public, and in the presence of the undersigned competent witnesses, in the City of Houma,  
Parish of Terrebonne, State of Louisiana, after due reading of the whole.

WITNESSES:

|                        |     |   |
|------------------------|-----|---|
| _____<br>Printed:_____ | BY: | _____<br>GORDON E. DOVE<br>PARISH PRESIDENT |
|------------------------|-----|---|

\_\_\_\_\_  
Printed:\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

30.2    JMB PARTNERSHIP, LLC

          THUS DONE AND SIGNED on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me,  
Notary Public, and in the presence of the undersigned competent witnesses, in the City of \_\_\_\_\_,  
Parish of \_\_\_\_\_, State of Louisiana, after due reading of the whole.

WITNESSES:

|                        |     |  |
|------------------------|-----|--|
| _____<br>Printed:_____ | BY: | _____<br>JMB PARTNERSHIP, LLC<br>By Its Duly Authorized Representative<br>GLENN VICE |
|------------------------|-----|--|

\_\_\_\_\_  
Printed:\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



# ANALYSIS OF IMPACTS TO TPCG ASSETS AT THE CEDAR GROVE MITIGATION BANK

April 4, 2022



# TABLE OF CONTENTS

|  |    |
|--|----|
| INTRODUCTION.....  | 1  |
| CURRENT CONDITIONS – ELECTRICAL LINE.....  | 2  |
| FIGURES 2-3.....   | 3  |
| ANALYSIS AND RECOMMENDATIONS – ELECTRICAL LINE.....                                    | 5  |
| PROPOSED DRAINAGE SERVITUDE EXCHANGE.....  | 7  |
| ATTACHMENT A – COST ANALYSIS – ELECTRICAL LINE.....                                    | 9  |
| ATTACHMENT B – EXHISTING DRAINAGE SERVITUDE.....                                       | 10 |
| ATTACHMENT C – EXHISTING LEVEE AND DITCH AT NORTHERN BORDER OF<br>MITIGATION BANK..... | 11 |
| ATTACHMENT D – PROPOSED NEW SERVITUDE ALONG BAYOU GRAND<br>CAILLOU.....                | 12 |

# INTRODUCTION

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The Terrebonne Parish Consolidated Government (TPCG) operates an electrical distribution system within Terrebonne Parish. This system includes generation, transmission, and distribution facilities. A portion of these facilities is located in the upper Grand Caillou area of the Parish.

In this area, the TPCG has a distribution line that traverses property controlled by JMB Partnership (JMB). This particular section of distribution line consists of 28 poles that reside in an existing servitude across the JMB properties. This line has been in service for many years, and the TPCG has maintained this line consistently over that time.

Recently, JMB has pursued a change in land use for the area surrounding the above described line and servitude. JMB has created a wetlands mitigation bank on this property. As part of this change in land use, JMB has degraded pre-existing drainage levees, drainage ditches, and has disconnected this area from a TPCG forced drainage system. These actions have changed the hydrology of the area surrounding the TPCG servitude and distribution line.

The TPCG asked All South to review the mitigation bank, the hydrologic changes associated with the bank, and any impacts to the distribution line. In particular, the TPCG asked All South to analyze the impacts of these changes to the operation, maintenance, repair, and replacement of these facilities. This report contains that analysis and recommendations.

# CURRENT CONDITIONS

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## Existing Distribution Line

The TPCG operates a single distribution line that follows a projection of Denley Road through the JMB property (Figure 1). This line is located in a servitude that was granted to the TPCG by Walter Land Company, a predecessor in title to JMB. This line has been in existence since approximately 1991.

This line was installed to serve the Terrebonne Parish Jail. It currently services the jail, as well as a couple other building on the jail site. The TPCG also operates a solid waste transfer station at this site, and this line services that transfer station as well.

The portion of this line that crosses JMB property includes 28 timber poles, and parallels a similar line owned and operated by South Louisiana Electric Cooperative (SLECA). The TPCG line extends approximately 7,659 feet to the south across the JMB tract, and then turns east towards Bayou Grand Caillou for approximately 519 feet. The line proceeds east across Bayou Grand Caillou to the jail site.

Most of the line is installed through what have historically been agricultural lands. These cane fields have been in agricultural since the line was originally installed. These lands were actively drained by the agricultural interests for over 50 years, through a series of privately maintained ditches. These ditches were connected to the Ashland Pump Station, a TPCG constructed pump station located near the northeast corner of the property.

Prior to Hurricane Ida, twenty-one of the poles were single timber poles. The remaining seven poles had another pole driven next to the single pole and connected to the single pole. Five of these braced poles were in the existing wetland area in the middle of the property, and two were just north of the wetland area.

After Hurricane Ida, the TPCG was forced to complete significant repairs to this line. As part of these repairs, the TPCG installed bracing at many of the damaged poles. The TPCG braced 15 additional poles on this site. As a result, the current status of the poles is as follows:

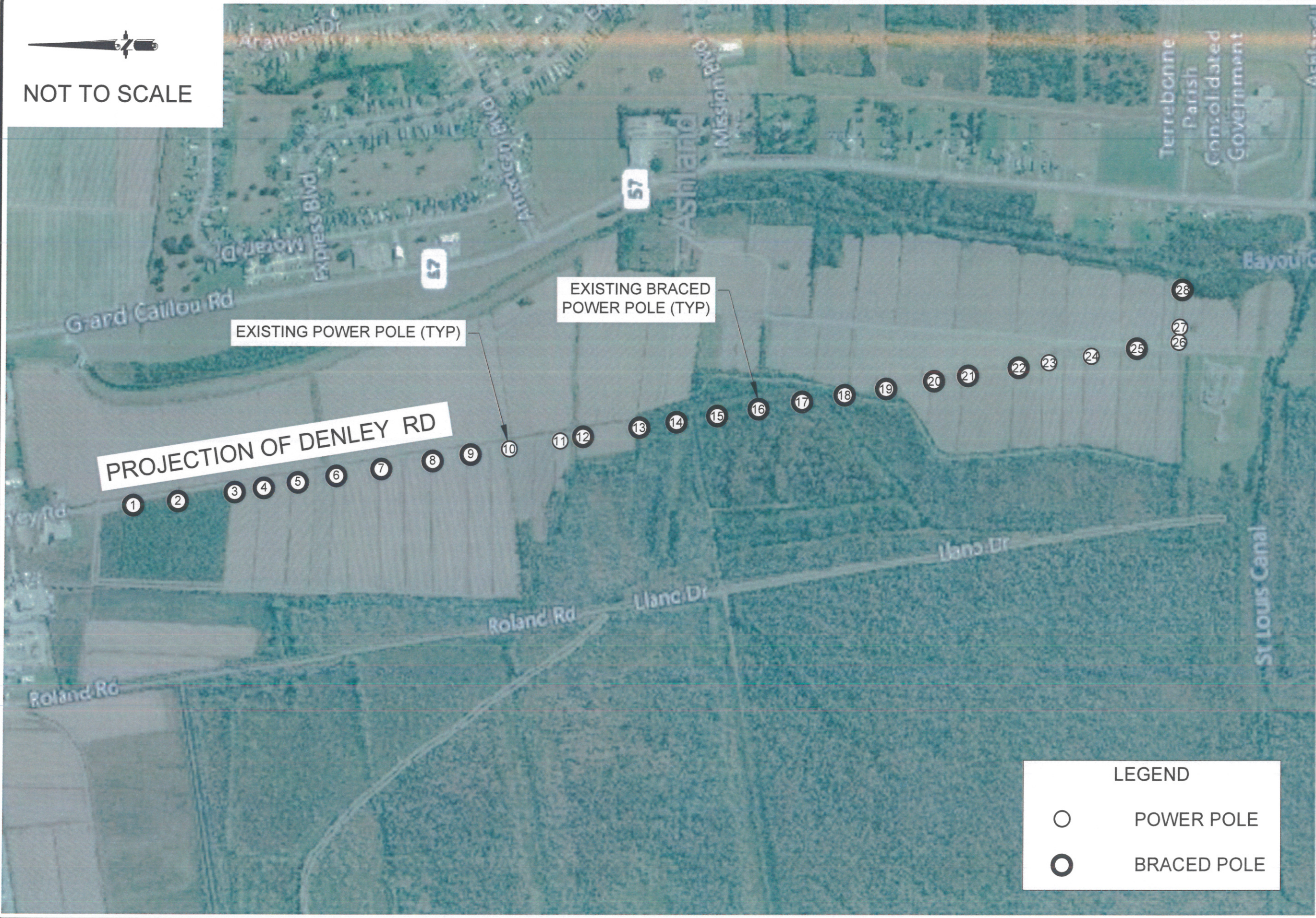
|                            |          |
|----------------------------|----------|
| Braced Timber Poles        | 22       |
| <u>Single Timber Poles</u> | <u>6</u> |
| Total Poles on Site        | 28       |

The location of these poles is presented in Figure 1, A single timber pole is presented in Figure 2, and a braced pole is presented in Figure 3.





NOT TO SCALE



LEGEND

○

POWER POLE

⦿

BRACED POLE

| REVISIONS |         |       |  |
|-----------|---------|-------|--|
| DATE      | REMARKS | APP'D |  |
|           |         |       |  |
|           |         |       |  |
|           |         |       |  |
|           |         |       |  |

AS ALL SOUTH CONSULTING ENGINEERS, L.L.C.

652 PAPERWORTH AVENUE  
METairie, LA 70005  
(504) 322-2703

AS CE

CALCULATED BY: \*  
DATE: 11/30/2021

DRAWN BY: \*  
SCALE: AS SHOWN

CHECKED BY: \*  
JOB NO. 032-032-01

DENLEY ROAD  
CEDAR GROVE MITIGATION  
TERREBONNE PARISH, LOUISIANA

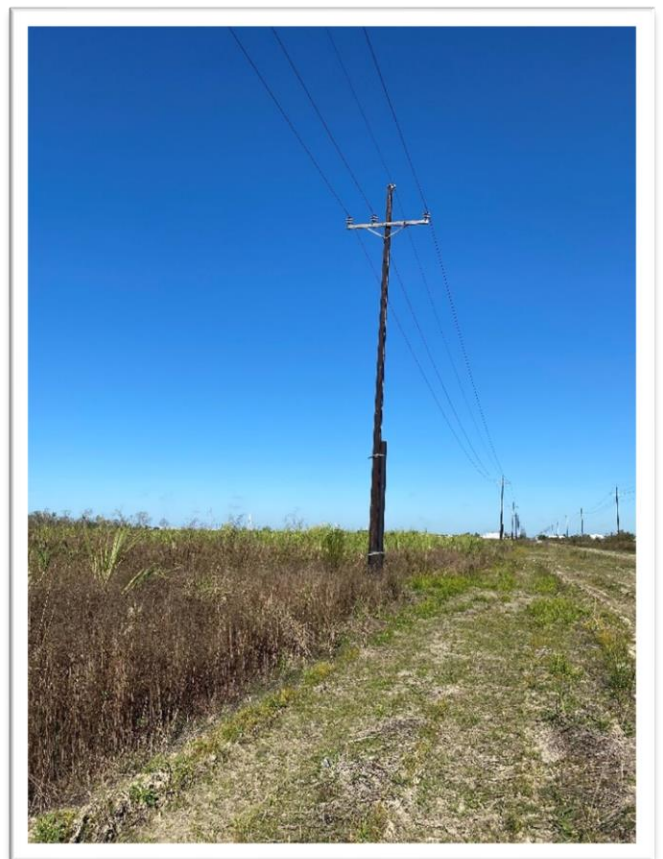
SHEET NO. 1

FIGURE 1





**FIGURE 2**  
Single Pole



**FIGURE 3**  
Braced Pole

## Historical Hydrology

As mentioned previously, the upland portion of the Cedar Grove mitigation area has been in agriculture for over 50 years. The agricultural operation included a variety of field ditches, and larger collection ditches at the rear of the agricultural fields.

This entire area is relatively low in elevation, with most of the area below the 5' contour. As a result, forced drainage for this system has been through the Ashland Pump station system for many years as well. Based on historical photography, review of the Mitigation Bank application, and discussion with representatives of Walter Land Company, the drainage in this area would flow out of the fields, and into the larger ditches at the rear of the fields. These larger ditches were connected to a large ditch that crossed the property in an East/West alignment, perpendicular to the power line. This ditch is just north of the old barns and sheds in the middle of the property. This large ditch then leads to another ditch that parallels Bayou Grand Caillou. Drainage waters would flow from this larger ditch to the Ashland Pump Station. These features are prominent in the attached google earth image from 1998 (Figure 4),

This network of ditches and the pump station provided drainage benefits to the areas described above. These areas would dry out quicker after a rainfall, and the water in the ditches would be maintained at lower level than if the system was not connected in this way.

South of the agricultural barns, there is an access road to a SLECA substation to the south. It appears that on the east side of this road, the drainage flowed directly into Bayou Grand Caillou. In this area, it does not appear that the drainage leads to the Ashland Pump Station, as in the other parts of the property.

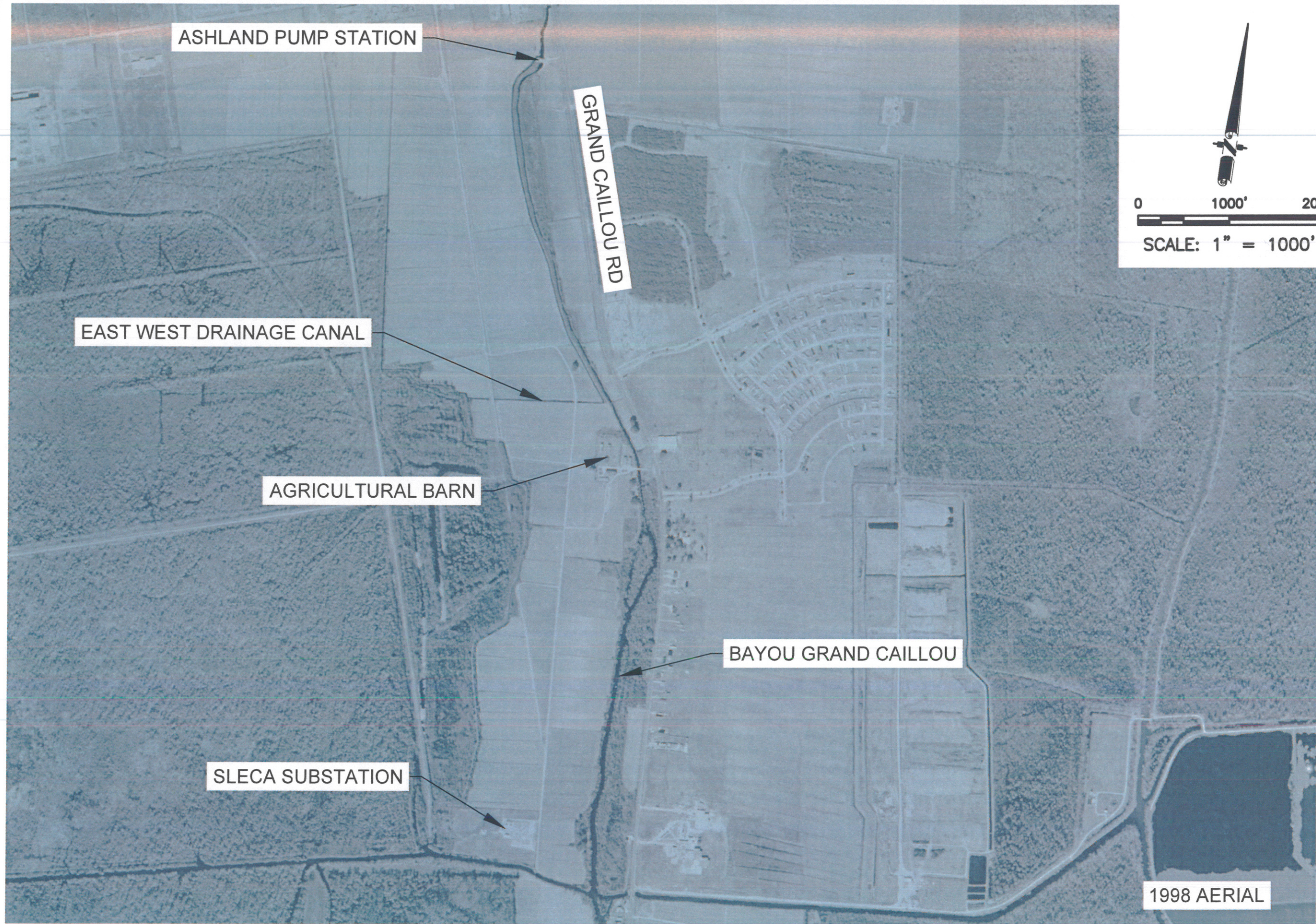
## Hydrologic Changes due to Cedar Grove Mitigation Bank

The proposed mitigation bank will alter the current hydrology in this area in a couple of ways. Generally speaking, the goal of the mitigation bank is to return the area to its natural hydrology. This is accomplished by degrading any levees around the property, filling drainage ditches, disconnection from the Ashland Pump Station, and generally grading the property back to its natural grade.

The mitigation plan includes a series of activities that accomplish this goal. These activities are listed in detail in the mitigation plan. In short, when completed, the site will drain via gravity across the fields and into either the marsh and swamp on the west, or into Bayou Grand Caillou to the east. The property will be hydrologically isolated from the forced drainage system associated with the Ashland Pump Station. Precipitation that falls on the site will flow more slowly off the site. And the site will be subject to the natural ebb and flow of the tides. These conditions are specifically outlined in the Attachment A1 of the Mitigation Banking Instrument (Bottomland Hardwood Work Plan) prepared for this site.



SRREIDENSTEIN - 12/7/2021 4:33:59 PM



1998 AERIAL

|                       |  |  |            |             |            |                |   |   |  |           |          |
|-----------------------|--|--|------------|-------------|------------|----------------|---|---|--|-----------|----------|
| SHEET NO.<br><b>1</b> |  | CEGAR GROVE MITIGATION<br>TERREBONNE PARISH, LOUISIANA |            | DATE:       | 11/30/2021 | CALCULATED BY: | * | ASCE<br>ALL SOUTH<br>CONSULTING<br>ENGINEERS, L.L.C.<br>682 PAPERWORTH AVENUE<br>METairie, LA 70005<br>(504) 332-2733 |  | REVISIONS |          |
|                       |  |  |            | SCALE:      | AS SHOWN   | DRAWN BY:      | * |   |  | DATE:     | REMARKS: |
|                       |  | JOB NO.  | 032-032-01 | CHECKED BY: | *          |                |   |   |  |           |          |

FIGURE 4



# ANALYSIS AND RECOMMENDATIONS

---

The most significant impact of the mitigation bank will be the removal of this property from the forced drainage system. As noted, much of this area has been historically connected to the Ashland Pump Station. This connection was through a series of agricultural ditches that were maintained by the landowner and/or the farmer. These drainage arteries certainly provided some benefit to the property, particularly after heavy rains. After those events, the property would dry faster, and stay drier, than it will in the future. Going forward, this drainage will occur via gravity, which will likely be much slower than under a forced drainage model. These rain waters will certainly subside eventually, but the area will likely remain wetter longer with the mitigation bank in place. In fact, the Mitigation Bank is predicated on the property retaining waters longer than has historically occurred.

This wetter condition will affect the existing distribution line. As mentioned previously, the TPCG has 28 poles that cross the mitigation bank property. Seven of these poles are in relatively low areas and had additional bracing for support prior to Hurricane Ida. This additional bracing provides additional foundation support in areas with wetter soils.

Impacts to these areas consist of the following concerns. First, the foundation of the poles themselves may become weaker due to the soils being more saturated. If the soils at the base of the poles become saturated, the stability of the poles is affected. The pole may lean or wobble in high winds. This is more likely when the soils are wet. These poles may require replacement or repair on a more regular basis than the other poles in the area.

This is the reason seven of the existing poles were reinforced with bracing prior to Hurricane Ida. In these locations the soils are too weak to support the single poles. The second pole was installed for additional support. Since Hurricane Ida, the TPCG has address these concerns at most of the poles, but there are six poles where this issue remains a concern.

Additionally, the maintenance of these poles may require specialized access and equipment. Currently, the poles that are on higher, drier, ground are accessed via wheel-based pole trucks, and other supporting equipment. With the mitigation bank in place, there could be an impact on the access to these poles. The parish may have to use other equipment to access and maintain these poles. This additional equipment may include

- Marsh buggies or tracked vehicles
- Airboats
- Equipment Mats

The TPCG utility maintenance contractor is Linetech. This vendor does have equipment that can be used to access this line, even under the conditions expected when the mitigation bank is operational.

## Semi Annual Inspection

Historically, the TPCG has inspected these poles twice a year, and has done repair work on the poles once every 3 to 5 years. Although the inspections are now done via drone, the drone operator must be within a certain

distance of the drone to operate it. For the purposes of this report, All South has assumed that this inspection work will require the use of an airboat for each of the inspection in any given year. The airboat is necessary to keep the drone operator within range of the drone itself. All South has assumed each inspection requires a one day rental of the airboat, for a total of two days per year.

### Regular Maintenance

Regarding maintenance of the lines, this work occurs every three to five years. For the purposes of this report, All South has assumed this maintenance work will occur every 4 years and will require the use of a tracked vehicle to complete the work. Unlike the drone inspections, the maintenance work requires equipment and materials to be brought to the site. These equipment and materials require a tracked vehicle to move on to the site. While the material costs will not change, the added cost is the required use of a tracked vehicle for this work. All South has assumed that this work will require a tracked vehicle for one week every four years.

### New Support Poles

In addition to the regular inspections and maintenance, it is possible that the increased saturation of the soils could cause the pole foundations to be more susceptible to wind forces. This is the reason the poles in the lowest section of this line are already braced with another timber pole. With the mitigation bank operational, the TPCG can expect that the single poles will reside in soils that remain wetter for an extended period of time. This wet condition will likely cause the single timber poles to fail more quickly than under the current condition. As a result, All South recommends that the TPCG install additional bracing for the remaining poles within the mitigation bank, a total of 6 additional poles.

### Anticipated Additional Costs

The expected additional costs associated with these changes is summarized in Attachment A.

# Proposed Drainage Servitude Exchange

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TPCG acquired a drainage servitude on a portion of the JMB mitigation bank in 2012. This servitude is depicted in Attachment B. The TPCG acquired this servitude to provide access to maintain a levee and drainage ditch on JMB's property, and to maintain Bayou Grand Caillou in this area. This servitude is approximately 180 feet in width, and encompasses the drainage ditch, a small levee, the bayou, and a small portion of property on the east side of the bayou. Importantly, JMB has graded out the levee and drainage ditch on the west side of Bayou Grand Caillou as part of the mitigation bank construction.

JMB also constructed a drainage levee and ditch across the northern border of the mitigation bank. This drainage levee and ditch is within the servitude depicted on Attachment C. This drainage ditch and levee are connected to the TPCG Ashland Pump Station on the eastern end of the property.

JMB has requested that TPCG release a portion of the drainage servitude that was granted in 2012. JMB requests that TPCG release the portion of this drainage servitude from the western edge of Bayou Grand Caillou to the western edge of the servitude. This area is approximately 104' in width.

JMB has proposed to transfer additional properties on the east side of Bayou Grand Caillou, along with a separate tract that encompasses the drainage ditch/levee presented in attachment C to the TPCG. JMB proposes to transfer this property in fee title to the TPCG. The proposed additional property along Bayou Grand Caillou is depicted in Attachment D. JMB proposes to transfer a total of 80 feet on the east side of Bayou Grand Caillou to the TPCG. This additional property will be available to the TPCG to maintain Bayou Grand Caillou for drainage. JMB also proposes to provide an access point at the southern end of this property to provide access to the public right of way along La. Hwy. 57.

The TPCG asked All South to evaluate this proposed transfer of property to determine if this proposal provides a public benefit to the TPCG and the citizens of Terrebonne Parish.

The purpose of the existing TPCG servitude along Bayou Grand Caillou is twofold: 1) to provide access to maintain the levee and ditch within the JMB property, and 2) to provide access to maintain Bayou Grand Caillou for drainage. As mentioned above, JMB has already degraded the levee and drainage ditch within the JMB property as part of the mitigation bank construction. This levee and drainage ditch were used to drain the JMB property. This need no longer exists due to the construction of the mitigation bank. Therefore, the servitude on this portion of the property is no longer needed.

Regarding the portion of the existing servitude along Bayou Grand Caillou, the purpose of this servitude was to provide access to the bayou to maintain drainage. This servitude benefits the TPCG, and the TPCG has an interest in preserving appropriate adequate access to the Bayou for this purpose. JMB has proposed eliminating the portion of this servitude on the west side of Bayou Grand Caillou. If this was the only change to the servitude, this change would be detrimental to the TPCG.

However, JMB has proposed providing additional property in fee title on the east side of the bayou. The total area on the east side will be 80 feet wide. Additionally, JMB will provide access to the public ROW on the southern end of this property. When combined, these rights will provide greater access to the bayou for drainage purposes than existed prior to this change. This change is beneficial to the TPCG.

Additionally, JMB proposes to transfer the levee, drainage ditch, and accompanying fee title along the northern border of the mitigation bank, as depicted in Attachment C. These features are connected to the Ashland Pump Station. These features provide drainage benefits to various properties and businesses along Thompson Road. Rainfall that affects these properties now can be efficiently conveyed to the Ashland Pump Station. Also, the levee provides flood protection to those properties from tropical events. This protection is more important due to the removal of the flood protection features to the south associated with the construction of the mitigation bank. JMB removed several low level levees around its property as part of the mitigation bank. Since these levees are no longer in place, the properties to the north could be subject to greater risk from tidal surges related to tropical events. This new levee provides protection from those events.

Finally, the TPCG asked All South to review a Hydrologic Modification Impact Analysis (HMIA) dated Jan. 9, 2020, prepared by T. Baker Smith, LLC, for JMB. This HMIA was required as part of the mitigation bank permit application. This study includes an analysis of the proposed hydrologic modifications incorporated in to the mitigation bank. These changes are described in earlier sections of this report.

In the HMIA, T. Baker Smith concludes that there will be no additional risk of flooding to adjacent properties. This report is based on an analysis of the proposed modifications, a 25 yr. storm event, and changes in run off calculations for the subject property.

All South has reviewed this study, the basis for the recommendations, and the conclusions therein. All South finds the reports conclusions to be well founded and reasonable. Based on the review of this report, All South concurs with the report's conclusion this proposed work will present no additional risk of flooding to adjacent properties.

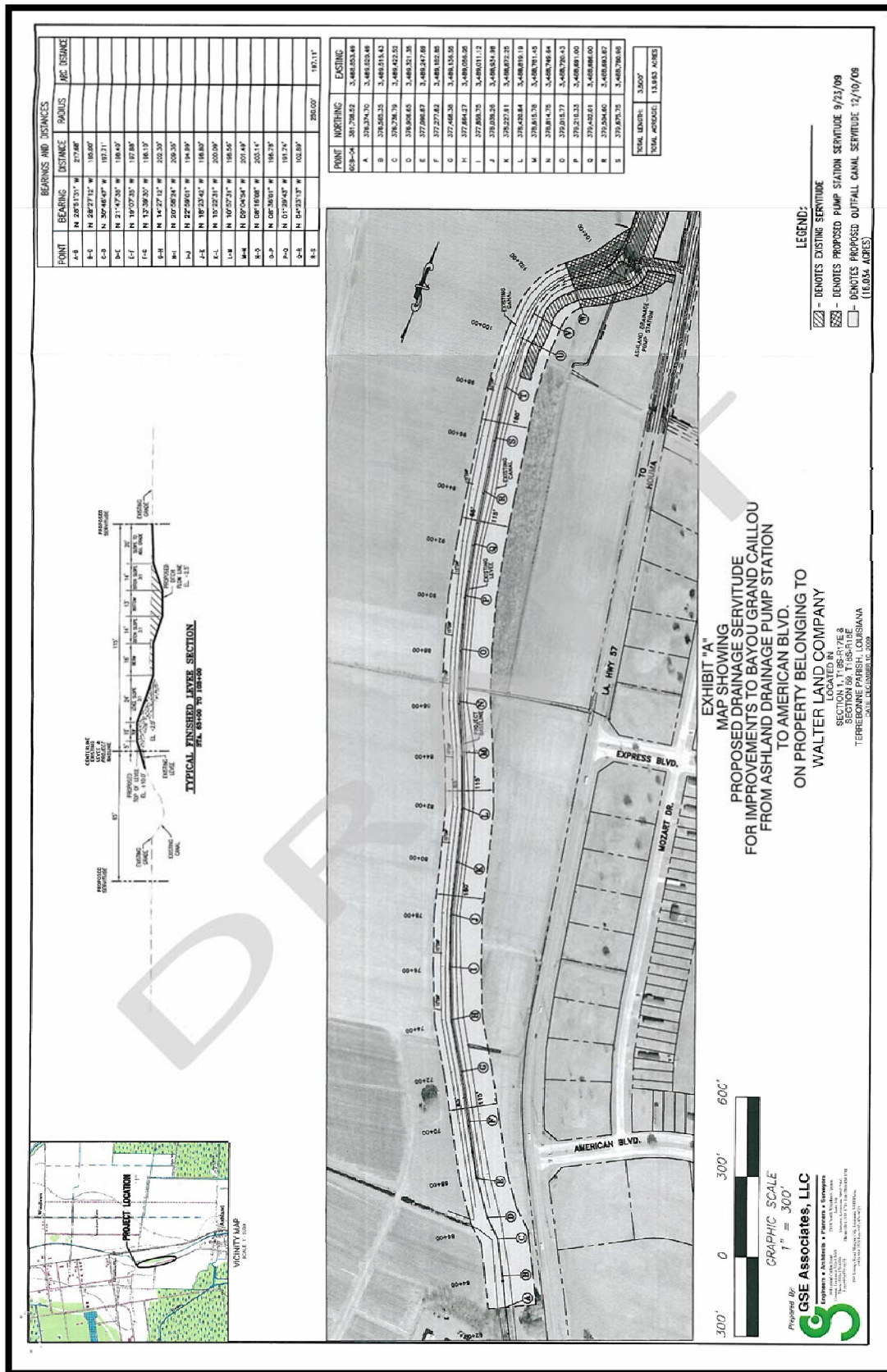
## ATTACHMENT A

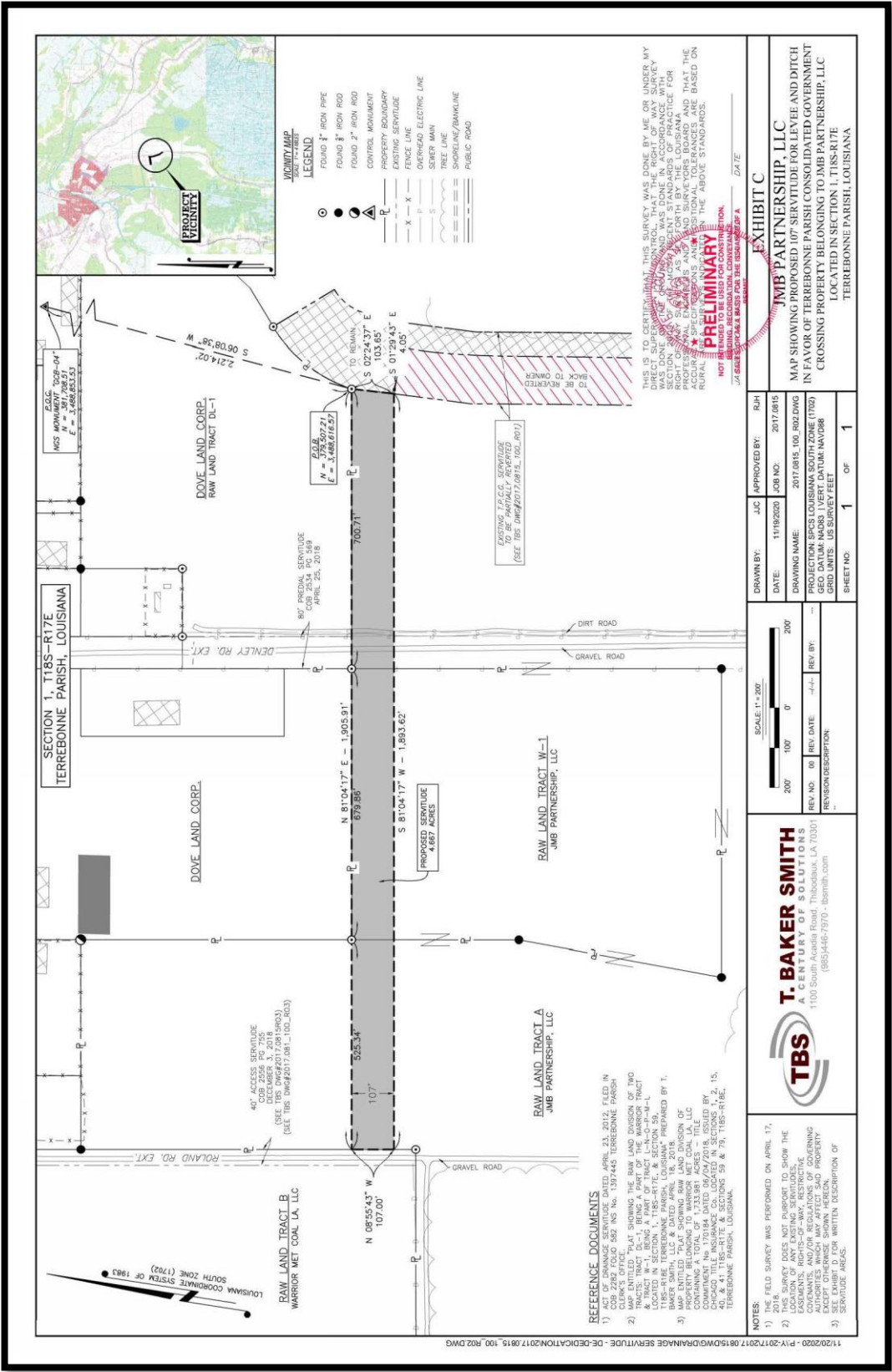
|   |  |  |  |              |                 |             |                     |
|---|--|--|--|--------------|-----------------|-------------|---------------------|
| <b>One Time Costs</b>                           |  |  |  |              |                 |             |                     |
| Additional Pole Foundations                     |  |  |  |              |                 |             |                     |
|   |  |  |  | Total Length | Unit Cost/Ft    | Total       |                     |
| Pole Installation (6)                           |  |  |  | 180          | \$ 25.00        | \$ 4,500.00 | \$ 4,500.00         |
| Equipment (1 weeks)                             |  |  |  |              |                 | \$ 7,500.00 | \$ 7,500.00         |
|   |  |  |  |              |                 |             | <u>\$ 12,000.00</u> |
| <b>Recurring Costs (Aggregated to 10 years)</b> |  |  |  |              |                 |             |                     |
| Semi Annual Inspections                         |  |  |  |              |                 |             |                     |
|   |  |  |  |              | Day Rate        | Total       |                     |
| Airboat Rental (2 days every year)              |  |  |  |              | \$ 600.00       | \$ 1,200.00 | \$ 12,000.00        |
| Routine Maintenance (every 4 years)             |  |  |  |              |                 |             |                     |
|   |  |  |  | Mobilization | Rental (1 Week) | Total       |                     |
| Track Vehicle                                   |  |  |  | \$ 2,500.00  | \$ 6,250.00     | \$ 8,750.00 | \$ 21,875.00        |
|   |  |  |  |              |                 |             | <u>\$ 33,875.00</u> |

## ATTACHMENT B

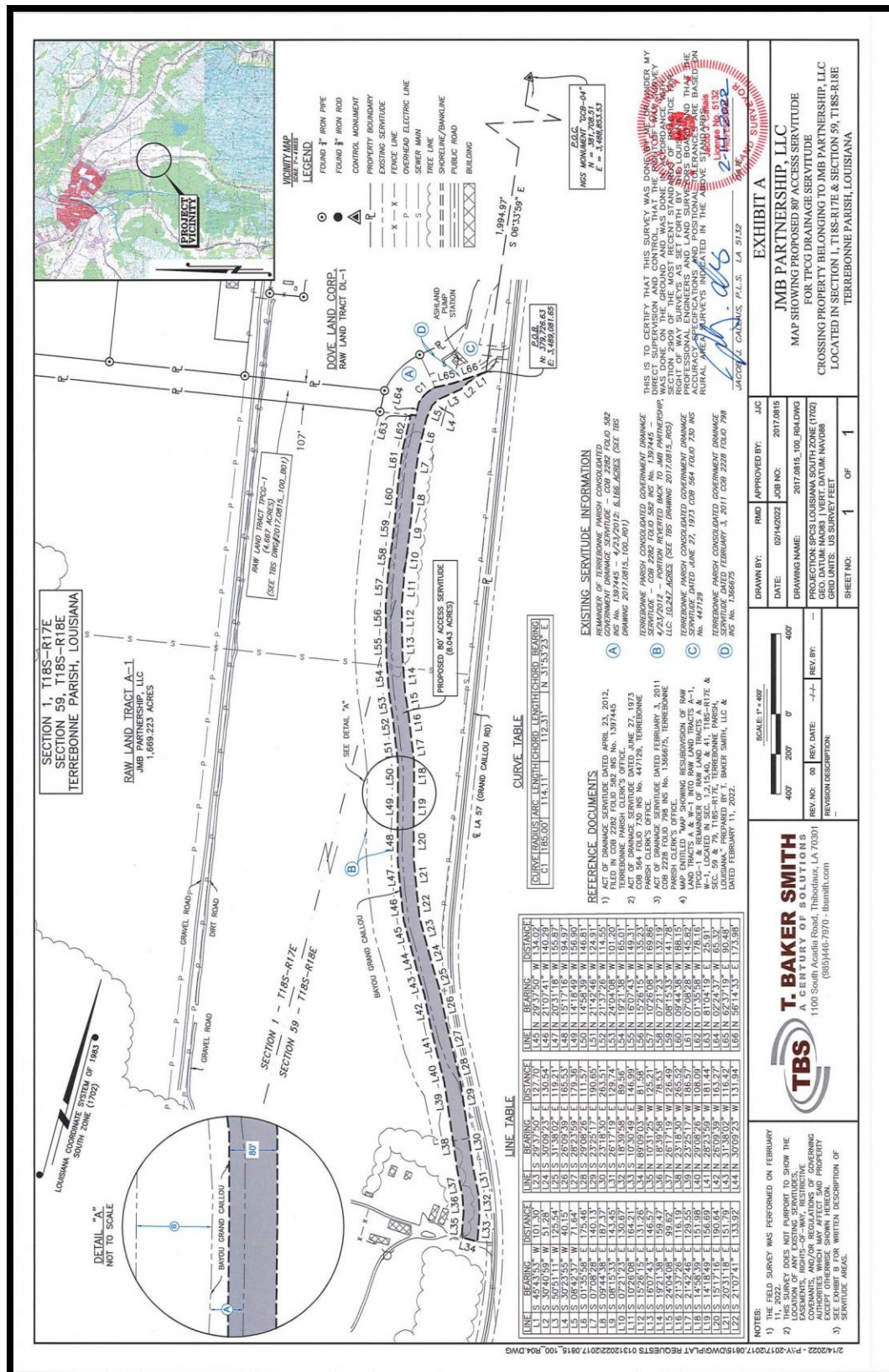














Wednesday, October 12, 2022

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**Item Title:**

CEA - Charlton P. Rozands Parc (formerly Levron Street Park)

**Item Summary:**

An ordinance authorizing TPCG to enter into an agreement for the Charlton P. Rozands Parc Extraordinaire (also commonly known as Levron Street Park).

1. Consider the adoption of the ordinance.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     |
|--------------------|--------------------|-----------------|
| Executive Summary  | 10/7/2022          | Cover Memo      |
| Amended Ordinance  | 10/6/2022          | Ordinance       |
| Ordinance          | 9/23/2022          | Ordinance       |
| Backup             | 9/23/2022          | Backup Material |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

An ordinance authorizing TPCG to enter into an agreement for Charlton P. Rozands Parc (formerly known as the Levron Street Park)

### 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)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

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

Signature

September 23, 2022

Date



OFFERED BY:  
SECONDED BY:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG") TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH RICHARD WILLIAM BUNCH AND ELLEN HAGEN BUNCH ESTATE WHEREIN RICHARD WILLIAM BUNCH AND ELLEN HAGEN BUNCH ESTATE AGREE TO INSTALL A FENCE AT THEIR EXPENSE AROUND A LARGE TREE LOCATED ON THE COMMON PROPERTY LINE THAT ADJOINS **THE CHARLTON P. ROZANDS PARC EXTRAORDINAIRE (ALSO COMMONLY KNOWN AS LEVRON STREET PARK)** THEREBY PRESERVING THE TREE AND OTHER BENEFITS DERIVED TO TPCG; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT NECESSARY TO ACCOMPLISH THE FOREGOING; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

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

**WHEREAS**, Terrebonne Parish Consolidated Government ("TPCG") is authorized to "convey or lease or authorize the conveyance or lease of any lands or property of the parish government by ordinance, per Terrebonne Parish Charter Section 2-11(11); and

**WHEREAS**, the City of Houma, Louisiana, as Lessee, and Southdown Lands, Inc., as Lessor, entered into a Surface Lease leasing the property described therein, **the Charlton P. Rozands Parc Extraordinaire which is also commonly known as the Levron Street Park** ("Levron Street Park") for a ninety-nine (99) year term on April 30, 1970 and recorded on May 4, 1971 in COB 512, folio 632, under Entry No. 399530 of the records of Terrebonne Parish, Louisiana, ("Surface Lease"); and

**WHEREAS**, TPCG is the successor in interest to the City of Houma, Louisiana; and

**WHEREAS**, Dixie Rice Agricultural L.L.C. ("Dixie Rice") is the successor in interest to Southdown Lands, Inc.; and

**WHEREAS**, Dixie Rice and TPCG are in the process of transferring ownership of the Levron Street Park to TPCG;

**WHEREAS**, Richard William Bunch and Ellen Hagen Bunch ESTATE (collectively "Bunch") are adjacent property owners to the Levron Street Park; and

**WHEREAS**, there is a large tree on the property line between Bunch and the Levron Street Park preventing either party from protecting their property interests by the placement of a fence along the property line where the tree is located; and

**WHEREAS**, all parties in interest would like to preserve the tree in issue; and

**WHEREAS**, Bunch has complained of people traversing through his property from and to the Levron Street Park; and

**WHEREAS**, in lieu of TPCG placing a fence along the adjoining property lines and around the tree, Bunch has agreed to install the same at his expense if TPCG agrees to the same; and

**WHEREAS**, the placement of a fence by Bunch will also help reduce the risks of potential liability of TPCG by eliminating a potential attractive nuisance if TPCG does not construct the fence; and

**WHEREAS**, Bunch is agreeable to be responsible for not only constructing the fence but to also maintain the fence at his expense and to the other terms and conditions in this Agreement; and

**WHEREAS**, the proposed Cooperative Endeavor Agreement (“CEA”) between TPCG and Bunch is attached hereto;

**WHEREAS**, in consideration of the mutual covenants contained in the CEA and the mutual benefits to be derived by the parties thereto, Administration respectfully requests approval of the CEA attached hereto.

**SECTION I**

**NOW THEREFORE BE IT ORDAINED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be authorized to execute a Cooperative Endeavor Agreement by and between Terrebonne Parish Consolidated Government and Richard William Bunch and Ellen Hagen Bunch Estate in substantially the same form as the CEA attached hereto.

**SECTION II**

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

**SECTION III**

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

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

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

The Chairman declared the ordinance adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DARRIN W. GUIDRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
TAMMY E. TRIGGS  
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, \_\_\_\_\_, 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.

\_\_\_\_\_  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



OFFERED BY:  
SECONDED BY:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”) TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH RICHARD WILLIAM BUNCH AND ELLEN HAGEN BUNCH ESTATE WHEREIN RICHARD WILLIAM BUNCH AND ELLEN HAGEN BUNCH ESTATE AGREE TO INSTALL A FENCE AT THEIR EXPENSE AROUND A LARGE TREE LOCATED ON THE COMMON PROPERTY LINE THAT ADJOINS LEVRON STREET PARK THEREBY PRESERVING THE TREE AND OTHER BENEFITS DERIVED TO TPCG; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT NECESSARY TO ACCOMPLISH THE FOREGOING; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

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

**WHEREAS**, Terrebonne Parish Consolidated Government (“TPCG”) is authorized to “convey or lease or authorize the conveyance or lease of any lands or property of the parish government by ordinance, per Terrebonne Parish Charter Section 2-11(11); and

**WHEREAS**, the City of Houma, Louisiana, as Lessee, and Southdown Lands, Inc., as Lessor, entered into a Surface Lease leasing the property described therein, which is now commonly known as Levron Street Park (“Levron Street Park”) for a ninety-nine (99) year term on April 30, 1970 and recorded on May 4, 1971 in COB 512, folio 632, under Entry No. 399530 of the records of Terrebonne Parish, Louisiana, (“Surface Lease”); and

**WHEREAS**, TPCG is the successor in interest to the City of Houma, Louisiana; and

**WHEREAS**, Dixie Rice Agricultural L.L.C. (“Dixie Rice”) is the successor in interest to Southdown Lands, Inc.; and

**WHEREAS**, Dixie Rice and TPCG are in the process of transferring ownership of Levron Street Park to TPCG;

**WHEREAS**, Richard William Bunch and Ellen Hagen Bunch ESTATE (collectively “Bunch”) are adjacent property owners to the Levron Street Park; and

**WHEREAS**, there is a large tree on the property line between Bunch and the Levron Street Park preventing either party from protecting their property interests by the placement of a fence along the property line where the tree is located; and

**WHEREAS**, all parties in interest would like to preserve the tree in issue; and

**WHEREAS**, Bunch has complained of people traversing through his property from and to Levron Street Park; and

**WHEREAS**, in lieu of TPCG placing a fence along the adjoining property lines and around the tree, Bunch has agreed to install the same at his expense if TPCG agrees to the same; and

**WHEREAS**, the placement of a fence by Bunch will also help reduce the risks of potential liability of TPCG by eliminating a potential attractive nuisance if TPCG does not construct the fence; and

**WHEREAS**, Bunch is agreeable to be responsible for not only constructing the fence but to also maintain the fence at his expense and to the other terms and conditions in this Agreement; and

**WHEREAS**, the proposed Cooperative Endeavor Agreement (“CEA”) between TPCG and Bunch is attached hereto;

**WHEREAS**, in consideration of the mutual covenants contained in the CEA and the mutual benefits to be derived by the parties thereto, Administration respectfully requests approval of the CEA attached hereto.

**SECTION I**

**NOW THEREFORE BE IT ORDAINED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, be authorized to execute a Cooperative Endeavor Agreement by and between Terrebonne Parish Consolidated Government and Richard William Bunch and Ellen Hagen Bunch Estate in substantially the same form as the CEA attached hereto.

**SECTION II**

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

**SECTION III**

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

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

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

The Chairman declared the ordinance adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DARRIN W. GUIDRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
TAMMY E. TRIGGS  
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, \_\_\_\_\_, 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.

\_\_\_\_\_  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND  
RICHARD WILLIAM BUNCH AND ELLEN HAGEN BUNCH ESTATE**

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

**I. PARTIES**

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, appearing herein through its Parish President, GORDON E. DOVE, by virtue of Terrebonne Parish Ordinance No. \_\_\_\_\_, a copy of which is attached hereto and made a part hereof, whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; (hereinafter referred to as “TPCG”);

**RICHARD WILLIAM BUNCH**, a man of the full age of majority, married but once to Ellen Hagen Bunch, who is deceased, living and residing in the Parish of Terrebonne, State of Louisiana, whose current mailing address is 112 Krumbhaar Drive, Houma, Louisiana 70360; (hereinafter referred to as “Bunch”); and

**ELLEN HAGEN BUNCH ESTATE**, appearing herein through Richard W. Bunch, the duly authorized Independent Executor as per Letters of Independent Administration filed in the matter entitled “Succession of Ellen Hagen Bunch, Probate No. 24766” filed in the 32<sup>nd</sup> Judicial District Court, Parish of Terrebonne, State of Louisiana, a certified copy of which is attached hereto and made a part hereof;

(Richard William Bunch and the Ellen Hagen Bunch Estate collectively hereinafter referred to as “Bunch”)

**II. PREAMBLES**

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

2.2. **WHEREAS**, TPCG is authorized to “convey or lease or authorize the conveyance or lease of any lands or property of the parish government by ordinance, per Terrebonne Parish Charter Section 2-11(11); and

2.3. **WHEREAS**, the City of Houma, Louisiana, as Lessee, and Southdown Lands, Inc., as Lessor, entered into a Surface Lease leasing the property described therein, which is now commonly known as Levron Street Park (“Levron Street Park”) for a ninety-nine (99) year term on April 30, 1970 and recorded on May 4, 1971 in COB 512, folio 632, under Entry No. 399530 of the records of Terrebonne Parish, Louisiana, (“Surface Lease”); and

2.4. **WHEREAS**, TPCG is the successor in interest to the City of Houma, Louisiana; and

2.5. **WHEREAS**, Dixie Rice is the successor in interest to Southdown Lands, Inc.; and

2.5.1 **WHEREAS**, Dixie Rice and TPCG are in the process of transferring ownership of Levron Street Park to TPCG;

2.6. **WHEREAS**, Bunch is an adjacent property owner to the Levron Street Park; and

2.7. **WHEREAS**, there is a large oak tree on the property line between Bunch and the Levron Street Park preventing either party from protecting their property interests by the placement of a fence; and

2.8. **WHEREAS**, all parties in interest would like to preserve the tree in issue; and

2.9. **WHEREAS**, Bunch has complained of people traversing through his property from and to Levron Street Park; and

2.10. **WHEREAS**, in lieu of TPCG placing a fence along the adjoining property lines and around the tree, Bunch has agreed to install the same at his expense if TPCG agrees to the same; and

2.11. **WHEREAS**, the placement of a fence by Bunch will also help reduce the risks of potential liability of TPCG by eliminating a potential attractive nuisance if TPCG does not construct the fence; and

2.12. **WHEREAS**, Bunch is agreeable to be responsible for not only constructing the fence but to also maintain the fence at his expense and to the other terms and conditions in this Agreement; and

2.13. **NOW THEREFORE**, in consideration of the mutual covenants herein contained and the mutual benefits to be derived by the parties hereto, TPCG, Bunch and Dixie Rice, who, each being represented by the undersigned duly authorized to act herein, respectfully enter into this Agreement and agrees to the following obligations, promises, terms and conditions, to-wit:

### **III. RECITALS**

3.1. The preambles and preliminary recitals of this Agreement are incorporated herein as if reinstated in their entirety; and

### **IV. EFFECTIVE DATE AND TERM**

4.1. Effective Date. The parties agree that this Agreement shall be and is effective on the date that the last party to this Agreement signs this Agreement, ("Effective Date"); and

4.2. Term. The Agreement shall be for a term as long as any portion of the fence remains on the Extended Area as defined herein which is a portion of Levron Street Park.

### **V. TERMS AND CONDITIONS**

5.1. Bunch owns the property with a municipal address of 112, 114 and 116 Krumbhaar Drive, Houma, Louisiana 70360. TPCG leased Levron Street Park from Dixie Rice's ancestors in title and TPCG has acquired ownership of Levron Street Park from Dixie Rice. Bunch's property referenced above is partially adjacent to Levron Street Park; and

5.2. Bunch agrees to install a quality 10' high fence on his side of the common property line that adjoins Levron Street Park at Bunch's expense; and

5.3. TPCG agrees to allow Bunch to construct the fence around a large oak tree that is on the common property line and place the fence on a portion of Levron Street Park, which was extending a maximum distance of 10' inside of Levron Street Park for a maximum distance of 17', as per the diagram attached hereto and made a part hereof ("Extended Area"); and

5.4. Bunch agrees to use reasonable effects to minimize the distance of the aforestated allowances by TPCG for the placement of the fence in the Extended Area to reduce the size of the Extended Area; and

5.5. Bunch further agrees to maintain the fence in the Extended Area during the term of this Agreement at Bunch's expense; and

5.6. Bunch may remove the fence in the Extended Area at any time during the term of this Agreement with thirty (30) days prior written notice to TPCG and Bunch shall restore the property in the Extended Area as reasonably practical to the condition before the placement of the fence at Bunch's expense in the event Bunch removes the fence from the Extended Area; and

5.7. Bunch agrees to maintain the tree in the Extended Area, and hereby gives consent to TPCG to trim any branches and/or limbs extending onto Levron Street Park; and

5.8. Bunch acknowledges and agrees that TPCG is allowing Bunch to place a fence in the Extended Area that Bunch is not in any way adversely possessing and/or occupying the property in the Extended Area and against the interests of TPCG, and waives any and all rights and claims to possession and ownership in and to the Extended Area.

## **VI. INDEMNITY**

Bunch agrees to indemnify and save harmless TPCG and Dixie Rice against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against TPCG growing out of, resulting from, or by any reason of any act or omission of Bunch, his agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of Bunch's obligations in accordance with the terms of this Agreement and/or the fence installed by Bunch in the Extended Area. Such indemnification shall include TPCG's fees and costs of litigation, including but not limited to, attorney's fees, only in the event that Bunch does not provide TPCG with a reasonable defense.

## **VII. CHOICE OF LAW**

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

## **VIII. ASSIGNABILITY**

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

## **IX. LEGAL CONSTRUCTION**

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

## **X. AMENDMENT**

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

## **XI. NO WAIVER**

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

## **XII. NOTICES**

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

## **XIII. ENTIRE AGREEMENT**

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

**XIV. COUNTERPARTS**

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

THUS DONE AND SIGNED at Houma, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**BY: GORDON E. DOVE, Parish President**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

THUS DONE AND SIGNED at Houma, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**RICHARD WILLIAM BUNCH,**  
**Individually and as Independent Executor**  
**of the Ellen Hagen Bunch Estate**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**  
**Print Name:** \_\_\_\_\_  
**License No.** \_\_\_\_\_







Wednesday, October 12, 2022

---

**Item Title:**

Charlton P. Rozands Parc (formerly Levron St. Park )Property

**Item Summary:**

An ordinance authorizing TPCG to acquire property for the Charlton P. Rozands Parc Extraordinaire (also commonly known as Levron Street Park).

1. Consider the adoption of the ordinance.

---

**ATTACHMENTS:**

| Description       | Upload Date | Type            |
|-------------------|-------------|-----------------|
| Executive Summary | 10/7/2022   | Cover Memo      |
| Amended Ordinance | 10/6/2022   | Ordinance       |
| Ordinance         | 9/23/2022   | Ordinance       |
| Backup            | 9/23/2022   | Backup Material |
| Backup            | 9/23/2022   | Backup Material |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

An ordinance authorizing TPCG acquire property for Charlton P. Rozands Parc (formerly known as the Levron Street Park)

### 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)

ACTUAL

ESTIMATED

### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

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

Signature

September 23, 2022

Date

OFFERED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF PROPERTY IN CONNECTION WITH THE CHARLTON P. ROZANDS PARC EXTRAORDINAIRE (ALSO COMMONLY KNOWN AS LEVRON STREET PARK) BY WAY OF DONATION BY QUITCLAIM DEED FROM DIXIE RICE AGRICULTURAL L.L.C.; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE PROPERTY IN CONNECTION WITH THE CHARLTON P. ROZANDS PARC EXTRAORDINAIRE (ALSO COMMONLY KNOWN AS LEVRON STREET PARK) BY WAY OF DONATION BY QUITCLAIM DEED FROM DIXIE RICE AGRICULTURAL L.L.C.; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

WHEREAS, Terrebonne Parish Consolidated Government ("TPCG") the successor in interest to the City of Houma, Louisiana, has a ninety-nine (99) year lease for the Charlton P. Rozands Parc Extraordinaire, also commonly known as Levron Street Park, and is more particularly described below, that was entered into in 1971 with Southdown Lands, Inc., and whereas Dixie Rice Agricultural L.L.C. ("Dixie Rice") is the successor to Southdown Lands, Inc.; and

WHEREAS, the property is described as follows:

BEGINNING at a point being the intersection of the centerline of the West Tunnel Approach Boulevard and an extension of the centerline at Levron Street; this point being located in Section 101, Township 17 South, Range 17 East, City of Houma, Terrebonne Parish, Louisiana; designated as Point "A" on a copy of a map prepared by T. Baker Smith and Son, Inc., entitled Levron Park Topography and dated October 2, 1970, a copy of which is recorded under Entry No. 399530 of the records of Terrebonne Parish, Louisiana; Thence along the centerline of the aforementioned Levron Street having a bearing of South 19° 30' 0" West for a distance of 580.00 feet to a point designated as Point "B" on the aforementioned map; Thence along a line having a bearing of North 70° 30' 0" West for a distance of 22.00 feet, to a point designated as Point "C" on the aforementioned map; being the point of beginning; Thence along a line having a bearing of North 19° 30' 0" East for a distance of 132.77 feet to a point designated as point "D" on the aforementioned map; Thence along a line having a bearing of North 70° 30' 0" West for a distance of 373.30 feet to a point designated as Point "E" on the aforementioned map; Thence along a line having a bearing of South 81° 45' 0" West for a distance of 205.00 feet, to a point designated as Point "F" on the aforementioned map; Thence along a line having a bearing of South 16° 59' 30" West for a distance of 445.50 feet to a point designated as Point "G" on the aforementioned map; Thence in an easterly direction along a curved line parallel to and 165.00 feet northerly of the Southern Pacific Railroad right of way for an arc distance of 428.00 feet, to a point designated as Point "H" on the aforementioned map; Thence along a line having a bearing of North 19° 30' 0" East for a distance of 168.00 feet to a point designated as Point "J" on the aforementioned map; Thence along a line having a bearing of South 70° 30' 0" East for a distance of 125.00 feet to a point designated as Point "K" on the aforementioned map; Thence along a line having a bearing of North 19° 30' 0" East for a distance of 180.80 feet to the point of beginning designated as Point "C" on the aforementioned map; then hereinabove described parcel containing approximately 5.90 acres, located in Section 101, Township 17 South, Range 17 East, Terrebonne Parish, Louisiana.

("Levron Street Park")

WHEREAS, Dixie Rice has offered to donate by quitclaim deed to TPCG, without any warranties of any kind or nature, Levron Street Park and/or other properties adjoining Levron Street Park; and

WHEREAS, Levron Street Park is needed by TPCG for the continued operation of the park for

recreational purposes, in connection with the Bayou LaCarpe Drainage Project and for other approved uses in connection with the Bayou LaCarpe Drainage Project; and

## **SECTION II**

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to acquire from Dixie Agricultural L.L.C. or their successors or assigns and/or any of their affiliated entities and/or any other entity or owners, by donation by a quitclaim deed, without any warranties of any kind or nature, and to pay all of the costs associated with the acquisition of Levron Street Park, more particularly described above and/or other properties adjoining Levron Street Park, that the Parish President, Gordon E. Dove, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to execute documents necessary to acquire from Dixie Rice Agricultural L.L.C. and/or their successors and assigns and/or any of their affiliated entities and/or any other entity or entities or owners by donation by a quitclaim deed, without any warranties of any kind or nature, and to pay all of the costs associated with the acquisition of Levron Street Park, more particularly described above and/or other properties adjoining Levron Street Park, for the above stated purposes.

## **SECTION III**

The acquisition of this property will be conducive to the public interest, convenience and safety and will enable Terrebonne Parish Consolidated Government (TPCG) to properly fulfill the functions imposed upon it by law.

## **SECTION IV**

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

## **SECTION V**

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
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, \_\_\_\_\_, 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.

\_\_\_\_\_

COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**OFFERED BY:** \_\_\_\_\_  
**SECONDED BY:** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF PROPERTY IN CONNECTION WITH LEVRON STREET PARK BY WAY OF DONATION BY QUITCLAIM DEED FROM DIXIE RICE AGRICULTURAL L.L.C.; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE PROPERTY IN CONNECTION WITH LEVRON STREET PARK BY WAY OF DONATION BY QUITCLAIM DEED FROM DIXIE RICE AGRICULTURAL L.L.C.; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

**SECTION I**

WHEREAS, Terrebonne Parish Consolidated Government ("TPCG") the successor in interest to the City of Houma, Louisiana, has a ninety-nine (99) year lease for what is commonly known as Levron Street Park, and is more particularly described below, that was entered into in 1971 with Southdown Lands, Inc., and whereas Dixie Rice Agricultural L.L.C. ("Dixie Rice") is the successor to Southdown Lands, Inc.; and

WHEREAS, the property is described as follows:

BEGINNING at a point being the intersection of the centerline of the West Tunnel Approach Boulevard and an extension of the centerline at Levron Street; this point being located in Section 101, Township 17 South, Range 17 East, City of Houma, Terrebonne Parish, Louisiana; designated as Point "A" on a copy of a map prepared by T. Baker Smith and Son, Inc., entitled Levron Park Topography and dated October 2, 1970, a copy of which is recorded under Entry No. 399530 of the records of Terrebonne Parish, Louisiana; Thence along the centerline of the aforementioned Levron Street having a bearing of South 19° 30' 0" West for a distance of 580.00 feet to a point designated as Point "B" on the aforementioned map; Thence along a line having a bearing of North 70° 30' 0" West for a distance of 22.00 feet, to a point designated as Point "C" on the aforementioned map; being the point of beginning; Thence along a line having a bearing of North 19° 30' 0" East for a distance of 132.77 feet to a point designated as point "D" on the aforementioned map; Thence along a line having a bearing of North 70° 30' 0" West for a distance of 373.30 feet to a point designated as Point "E" on the aforementioned map; Thence along a line having a bearing of South 81° 45' 0" West for a distance of 205.00 feet, to a point designated as Point "F" on the aforementioned map; Thence along a line having a bearing of South 16° 59' 30" West for a distance of 445.50 feet to a point designated as Point "G" on the aforementioned map; Thence in an easterly direction along a curved line parallel to and 165.00 feet northerly of the Southern Pacific Railroad right of way for an arc distance of 428.00 feet, to a point designated as Point "H" on the aforementioned map; Thence along a line having a bearing of North 19° 30' 0" East for a distance of 168.00 feet to a point designated as Point "J" on the aforementioned map; Thence along a line having a bearing of South 70° 30' 0" East for a distance of 125.00 feet to a point designated as Point "K" on the aforementioned map; Thence along a line having a bearing of North 19° 30' 0" East for a distance of 180.80 feet to the point of beginning designated as Point "C" on the aforementioned map; then hereinabove described parcel containing approximately 5.90 acres, located in Section 101, Township 17 South, Range 17 East, Terrebonne Parish, Louisiana.

("Levron Street Park")

WHEREAS, Dixie Rice has offered to donate by quitclaim deed to TPCG, without any warranties of any kind or nature, Levron Street Park and/or other properties adjoining Levron Street Park; and

WHEREAS, Levron Street Park is needed by TPCG for the continued operation of the park for recreational purposes, in connection with the Bayou LaCarpe Drainage Project and for other approved uses in connection with the Bayou LaCarpe Drainage Project; and

**SECTION II**

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to acquire from Dixie Agricultural L.L.C. or their successors or assigns and/or any of their affiliated entities and/or any other entity or owners, by donation by a quitclaim deed, without any warranties of any kind or nature, and to pay all of the costs associated with the acquisition of Levron Street Park, more particularly described above and/or other properties adjoining Levron Street Park, that the Parish President, Gordon E. Dove, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to execute documents necessary to acquire from Dixie Rice Agricultural L.L.C. and/or their successors and assigns and/or any of their affiliated entities and/or any other entity or entities or owners by donation by a quitclaim deed, without any warranties of any kind or nature, and to pay all of the costs associated with the acquisition of Levron Street Park, more particularly described above and/or other properties adjoining Levron Street Park, for the above stated purposes.

**SECTION III**

The acquisition of this property will be conducive to the public interest, convenience and safety and will enable Terrebonne Parish Consolidated Government (TPCG) to properly fulfill the functions imposed upon it by law.

**SECTION IV**

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

**SECTION V**

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

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

THERE WAS RECORDED:  
YEAS:

NAYS:  
NOT VOTING:  
ABSTAINING:  
ABSENT:

The Chairman declared the ordinance adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
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, \_\_\_\_\_, 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.

\_\_\_\_\_

COUNCIL CLERK  
TERREBONNE PARISH COUNCIL























Existing Fence

Existing Fence

10 feet



Oak Tree

17 feet

10 feet

Levron Park



Richard Bunch  
112 Krumbhaar Drive Yard

Not drawn to scale

Category Number:  
Item Number: E.



Wednesday, October 12, 2022

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**Item Title:**

Presentation of 2023 Budget

**Item Summary:**

The Proposed 2023 Parish Budget and Five-Year Capital Outlay Budget.

1. Continue public hearing to the 10/26/22 meeting.

---

**ATTACHMENTS:**

**Description**

Presentation of 2023 Budget

Home Rule Charter Requirements

**Upload Date**

9/21/2022

9/21/2022

**Type**

Executive Summary

Backup Material





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

| PROJECT TITLE   |
|---|
| Presentation of the 2023 Operating and Five Year Capital Outlay Budget. |

| PROJECT SUMMARY (200 WORDS OR LESS)                |
|--|
| To present the 2023 Budget and President’s Message |

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

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

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

\_\_\_\_\_/s/ Kayla Dupre\_\_\_\_\_  
Signature

\_\_\_\_September 21, 2022\_\_\_\_  
Date

**Sec. 5-02. - Operating budget preparation and adoption.**

- (a) At least ninety (90) days prior to the beginning of each fiscal year, the president shall submit to the council a proposed operating budget in the form required by this charter. At the meeting of the council at which the operating budget is submitted, the council shall order a public hearing on it and shall cause it to be published in the official journal, at least ten (10) days prior to the date of such hearing, the time and place thereof, a general summary of the proposed budget and the times and places where copies of the proposed budget are available for public inspection. At the time and place so advertised, the council shall hold a public hearing on the budget as submitted. Changes in the proposed operating budget by the council shall be by the favorable vote of at least a majority of the authorized membership of the council. The budget shall be finally adopted not later than the second-to-last regular meeting of the fiscal year. Upon final adoption, the budget shall be in effect for the budget year and copies shall be filed with the clerk of the council. The budget as finally adopted shall be reproduced and sufficient copies shall be made available for use by all offices, departments and agencies of the parish government. Copies shall be available for public use in the office of the clerk and additional copies may be purchased at cost.
- (b) Upon failure of the council to adopt a budget within the prescribed time period, the budget for the prior year shall be in effect until such time as a new budget is adopted.

**State Constitution reference—** State budgets, Art. VII, § 11.

**State Law reference—** Majority vote of members of police juries to make appropriation, R.S. 33:2741; budget preparation and adoption, R.S. 39:1304 et seq.; governing authority's failure to make appropriation, R.S. 39:1311.

Category Number: 3.  
Item Number: A.



Wednesday, October 12, 2022

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**Item Title:**

Public Services Committee

**Item Summary:**

Public Services Committee, 10/10/22\*

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Category Number: 3.  
Item Number: B.



Wednesday, October 12, 2022

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**Item Title:**

Community Development and Planning Committee

**Item Summary:**

Community Development and Planning Committee, 10/10/22\*\*

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Wednesday, October 12, 2022

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**Item Title:**

Budget and Finance Committee

**Item Summary:**

Budget and Finance Committee, 10/10/22\* (**\*Ratification of minutes calls condemnation hearings on \*\*  
October 24, 2022, at 5:30 p.m. and public hearings on \*October 26, 2022, at 6:30 p.m.)**

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Category Number: 4.  
Item Number: A.



Wednesday, October 12, 2022

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**Item Title:**

Street Light List

**Item Summary:**

Light installations, removals, and/or activations.

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Wednesday, October 12, 2022

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**Item Title:**

Veterans Memorial District

**Item Summary:**

**Veteran's Memorial District:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31). Ms. Kayla Duthu, representing Lenox Hotard Post 31, expresses her interest in being reappointed.

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**ATTACHMENTS:**

| <b>Description</b>                          | <b>Upload Date</b> | <b>Type</b> |
|---|--------------------|-------------|
| Notice to the Public                        | 10/5/2022          | Cover Memo  |
| Application - Kayla Duthu                   | 10/5/2022          | Cover Memo  |
| Letter of Support - American Legion Post 31 | 10/5/2022          | 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 **OCTOBER 12, 2022, Regular Session** meeting the following vacancies and appointments:

**AIRPORT COMMISSION:** One (1) expiring term on 10-06-22.

**RECREATION DISTRICT NO. 2,3 BOARD:** One (1) vacancy due to a resignation.

**RECREATION DISTRICT NO. 3A BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 6 BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.

**BAYOU BLUE FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**FIRE PROTECTION DISTRICT NO. 8 BOARD:** One (1) expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Four expiring terms on 11-05-22 and 11-16 22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and seven (7) 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, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.

→ **VETERANS MEMORIAL DISTRICT:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31)

**COASTAL ZONE MANAGEMENT:** Two (2) expiring terms on 10-31-22.

**HOUMA BOARD OF ZONING ADJUSTMENTS:** One (1) expired term.

**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.

**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative – African American)

**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.

**HOUMA AREA CONVENTION AND VISITORS BUREAU:** Five (5) expiring terms on 12-31-22.

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 [council@tpcg.org](mailto:council@tpcg.org). Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, OCTOBER 10, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

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

\*\*\*\*\*





TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 09/20/2022

I, Kayla Duthu, of full majority age, whose primary  
(Applicant's Name)  
residence and permanent mailing address is 510 Mahler Street,  
(Address)  
Houma, LA, 70363, Telephone number is (985) 804-2835,  
(City, State, and Zip Code)  
and E-mail is Rykateja@msn.com, wish to qualify for appointment  
as a member of the Veterans Memorial District 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  
510 Mahler Street, Houma, LA 70363 for 20 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. 5.

B. If applying for membership as a member of a Fire Protection District Board, applicant  
affirms that he/she is a resident property owner/taxpayer of \_\_\_\_\_  
(Fire District)  
and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
(Recreation District)  
and Council District No. \_\_\_\_\_.

D. Applicant affirms that he/she has not been convicted of a felony Yes 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 Veterans Memorial District.  
(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  
Veterans Memorial District.  
(Board/Committee/Commission)

F. Applicant is aware of the Veterans Memorial District board criteria and  
attendance requirements. (Board/Committee/Commission)  
Yes X or No \_\_\_\_\_.

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SEP 20 2022

TERREBONNE PARISH  
COUNCIL

G. Applicant affirms that his/her employment with N/A  
(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. X  
State job duties and responsibilities:

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I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?  
Yes X or No. \_\_\_\_.

If yes, explain:

I have been on the Veterans Memorial District for years.

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J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_ or No. X  
If yes, explain:

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K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_ or No. X  
State job duties and responsibilities:

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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 X  
State job duties and responsibilities:

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M. Are you currently under and have taken the Oath of Office and/or posted a bond?  
Yes \_\_\_\_ or No X

If yes, explain:

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

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

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

Yes X or No \_\_\_\_\_

If yes, explain: I have been on the Veterans Memorial District for years.

---

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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](mailto:council@tpcg.org) or FAX: (985) 873-6521**

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

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

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

  
\_\_\_\_\_  
Signature of the applicant

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

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

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

Revision Date: December 9, 2020



# American Legion Post 31

P.O. Box 341  
Houma, LA 70361  
(985)872-0885



602 Legion Avenue  
Houma, LA 70364  
(985)872-0885

Attention: Terrebonne Parish Veterans District Board

American Legion Post 31 would like to re-nominate our Past Commander Kayla Duthu for the position on the Terrebonne Parish Veterans District Board for the term starting 9/17/2022.

Thank you,

Ray Bergeron

985-209-3928

American Legion Post 31 Commander

**RECEIVED**  
SEP 20 2022

**TERREBONNE PARISH  
COUNCIL**



Wednesday, October 12, 2022

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**Item Title:**

Houma Board of Zoning Adjustments

**Item Summary:**

**Houma Board of Zoning Adjustments:** One (1) expired term. Mr. Willie Newton expresses his interest in being reappointed.

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**ATTACHMENTS:**

| <b>Description</b>          | <b>Upload Date</b> | <b>Type</b> |
|-----------------------------|--------------------|-------------|
| Notice to the Public        | 10/5/2022          | Cover Memo  |
| Application - Willie Newton | 10/5/2022          | 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 **OCTOBER 12, 2022, Regular Session** meeting the following vacancies and appointments:

**AIRPORT COMMISSION:** One (1) expiring term on 10-06-22.

**RECREATION DISTRICT NO. 2,3 BOARD:** One (1) vacancy due to a resignation.

**RECREATION DISTRICT NO. 3A BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 6 BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.

**BAYOU BLUE FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**FIRE PROTECTION DISTRICT NO. 8 BOARD:** One (1) expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Four expiring terms on 11-05-22 and 11-16 22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and seven (7) 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, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.

**VETERANS MEMORIAL DISTRICT:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31)

**COASTAL ZONE MANAGEMENT:** Two (2) expiring terms on 10-31-22.

~~HOUMA BOARD OF ZONING ADJUSTMENTS:~~ One (1) expired term.

**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.

**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative – African American)

**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.

**HOUMA AREA CONVENTION AND VISITORS BUREAU:** Five (5) expiring terms on 12-31-22.

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 [council@tpcg.org](mailto:council@tpcg.org). Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, OCTOBER 10, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

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

\* \* \* \* \*





TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 10/4/2022

I, Willie Newton, of full majority age, whose primary  
(Applicant's Name)

residence and permanent mailing address is 243 McKinley St.,  
(Address)

Houma, LA 70364, Telephone number is (985) 381-6784,  
(City, State, and Zip Code)

and E-mail is wnewton3@bellsouth.net, wish to qualify for appointment

as a member of the Board of Adjustment in Terrebonne Parish,  
(Board/Committee/Commission)

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at

Terrebonne Parish for Life 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. 2.

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 None  
(Fire District)

and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the None Yes \_\_\_\_\_ No \_\_\_\_\_  
(Recreation District)

and Council District No. \_\_\_\_\_.

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 personal  
economic benefit<sup>1</sup> by serving as a member of Adjustment.  
(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

Adjustment.  
(Board/Committee/Commission)

F. Applicant is aware of the Adjustment board criteria and  
attendance requirements. (Board/Committee/Commission)

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

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OCT 04 2022

TERREBONNE PARISH  
COUNCIL

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OCT 04 2022

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. X  
State job duties and responsibilities:

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I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?  
Yes X or No. \_\_\_\_.

If yes, explain:

Board of Adjustments

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J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_ or No. X  
If yes, explain:

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K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_ or No. X  
State job duties and responsibilities:

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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 X  
State job duties and responsibilities:

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M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes \_\_\_\_ or No X

If yes, explain:

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N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes \_\_\_\_ or No X

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

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

Yes X or No \_\_\_\_\_

If yes, explain: Board of Adjustment

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

**MRS. TAMMY E. TRIGGS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL  
POST OFFICE BOX 2768, HOUMA, LA 70361  
E-MAIL: [council@tpcg.org](mailto: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.**

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

Willie Newton

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.

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Revision Date: December 9, 2020



Wednesday, October 12, 2022

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**Item Title:**

Airport Commission

**Item Summary:**

**Airport Commission:** One (1) expiring term on 10-06-22. Mr. Joshua Alford expresses his interest in being reappointed.

---

**ATTACHMENTS:**

| <b>Description</b>          | <b>Upload Date</b> | <b>Type</b> |
|-----------------------------|--------------------|-------------|
| Notice to the Public        | 10/5/2022          | Cover Memo  |
| Term Expiration Notice      | 10/5/2022          | Cover Memo  |
| Application - Joshua Alford | 10/5/2022          | Cover Memo  |
| Bio - Joshua Alford         | 10/5/2022          | Cover Memo  |

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**COTEAU FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

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

\* \* \* \* \*



DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN

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



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

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  
ttriggs@tpcg.org      www.tpcg.org

September 2, 2022

MEMO TO: Tammy E. Triggs  
Council Clerk

FROM: Keith Hampton *KB*  
Assistant Council Clerk

RE: Term Expirations

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

|                                  |                            |          |
|----------------------------------|----------------------------|----------|
| → Airport Commission             | Joshua Alford              | 10-06-22 |
| Coastal Zone Mngt. & Restoration | Angela Portier             | 10-31-22 |
|                                  | Jeff DeBlieux (Par. Pres.) | 10-31-22 |
|                                  | Mickey Thomas              | 10-31-22 |
|                                  | Jan Rogers                 | 10-31-22 |

By copy of this memo, individuals interested in being re-appointed should email *Council Clerk Tammy Triggs* at [ttriggs@tpcg.org](mailto:ttriggs@tpcg.org) or *Assistant Council Clerk Keith Hampton* [khampton@tpcg.org](mailto:khampton@tpcg.org) 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 a new board application which can be found on the Terrebonne Parish website at [tpcg.org](http://tpcg.org). If you have any question, please feel free contact our office at (985) 873-6519.

/kh

cc: Council Agenda File  
Organizations/Individuals



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 9/26/22

I, Joshua Alford, of full majority age, whose primary  
(Applicant's Name)  
residence and permanent mailing address is 407 Ardoyne Drive,  
(Address)  
Houma, LA 70360, Telephone number is (985) 209-6036,  
(City, State, and Zip Code)  
and E-mail is joshuaalford@me.com, wish to qualify for appointment  
as a member of the HTAC 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  
407 Ardoyne Drive, Houma, LA 70360 for 2 consecutive years.  
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council  
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant  
affirms that he/she is a resident property owner/taxpayer of \_\_\_\_\_  
(Fire District)  
and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
(Recreation District)  
and Council District No. \_\_\_\_\_.

D. Applicant affirms that he/she has not been convicted of a felony Yes 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 HTAC.  
(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  
HTAC.  
(Board/Committee/Commission)

F. Applicant is aware of the HTAC's board criteria and  
attendance requirements. (Board/Committee/Commission)  
Yes Yes or No \_\_\_\_\_.



G. Applicant affirms that his/her employment with Alford & Associates  
(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, No  
State job duties and responsibilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?  
Yes Yes or No,     .

If yes, explain:

Louisiana Healthcare Commission

Louisiana Insurance Commissioner's Agent Advisory Board

Louisiana Drone Advisory Committee

J. Are you elected to any Federal, State, or Local Office? Yes      or No, No  
If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K. Are you a Judge, employee, or agent of any Court System? Yes      or No, 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, 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:

I don't understand why this would be in the same question. I have been an HTAC officer and I have raised my hand to make an oath.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

If yes, explain: I have been a member of HTAC, Insurance Commissioner's Agent Advisory Board, Louisiana Healthcare Commission, and Louisiana Drone Advisory Committee

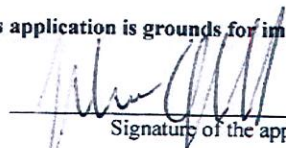
Applicant must complete and return this application along with a copy of their resume to:

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

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

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

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

  
\_\_\_\_\_  
Signature of the applicant

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

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

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

Revision Date: December 9, 2020

## Tammy Triggs

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**From:** Joshua Alford <joshuaalford@icloud.com>  
**Sent:** Tuesday, September 27, 2022 1:53 PM  
**To:** Tammy Triggs  
**Cc:** Keith Hampton; Brandi Becnel  
**Subject:** Re: Reappointment to HTAC  
**Attachments:** scan.pdf

### External Sender

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Hey Tammy,

Here is my completed application and bio. Can you let me know the date of the reappointment? I would like to provide an update to the Council on HTAC's efforts on the base.

Josh Alford has served as a member of the Houma-Terrebonne Airport Commission since 2016 and has served as secretary since 2018. Josh represents the Houma-Terrebonne Airport Commission on the Louisiana Drone Advisory Committee, serving as secretary of that committee. Josh also represents the airport on the board of the UGC. The UGC is a foundation established by HTAC in order to facilitate private, public, and academic partnerships.

The HTAC has accomplished many goals in these years. HTAC has received a \$1.3 million dollar grant for Economic Development and on the same day received an Executive Order from the Governor appointing the HTA as the large unmanned airport in the State of Louisiana. HTAC has most recently received \$3 million from the State and a budget line item for future funding. HTAC has also secured a seat on the Louisiana Drone Advisory Committee founded last year by the Governor. These are only some of the many accomplishments that Josh has had the opportunity to be a part of along with the other HTAC members.

Mr. Alford also serves on the Louisiana Healthcare Commission and the Louisiana Insurance Commissioner's Agent Advisory Board.

Josh attended The University of Louisiana at Lafayette where he earned a degree in Insurance and Risk Management in 2016.

Thank you,  
Joshua Alford  
Insurance Consultant  
1217 Museum Drive  
Houma, LA 70360  
Cell 985.209.6036  
Ph. 985.853.1080  
Fax 985.853.2080  
[joshua@alfordllc.com](mailto:joshua@alfordllc.com)

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SEP 27 2022

**TERREBONNE PARISH  
COUNCIL**



Wednesday, October 12, 2022

---

**Item Title:**

Houma Area Convention and Visitors Bureau

**Item Summary:**

**Houma Area Convention and Visitors Bureau:** Five (5) expiring terms on 12-31-22. Ms. Judy Smart, representing Historic and Cultural, expresses her interest in being reappointed. Mr. Joshua R. Ellender, representing Civic Non-Profit, expresses his interest in being reappointed. Ms. Cheri Blanchard, representing Civic Non-Profit, expresses her interest in being reappointed.

---

**ATTACHMENTS:**

| <b>Description</b>               | <b>Upload Date</b> | <b>Type</b> |
|----------------------------------|--------------------|-------------|
| Notice to the Public             | 10/5/2022          | Cover Memo  |
| Term Expiration Notice           | 10/5/2022          | Cover Memo  |
| Application - Joshua R. Ellender | 10/5/2022          | Cover Memo  |
| Resume - Joshua R. Ellender      | 10/5/2022          | Cover Memo  |
| Application - Judy Smart         | 10/5/2022          | Cover Memo  |
| Letter of Interest - Judy Smart  | 10/5/2022          | Cover Memo  |
| Application - Cheri Blanchard    | 10/10/2022         | Application |



## **“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 **OCTOBER 12, 2022, Regular Session** meeting the following vacancies and appointments:

**AIRPORT COMMISSION:** One (1) expiring term on 10-06-22.

**RECREATION DISTRICT NO. 2,3 BOARD:** One (1) vacancy due to a resignation.

**RECREATION DISTRICT NO. 3A BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 6 BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.

**BAYOU BLUE FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**FIRE PROTECTION DISTRICT NO. 8 BOARD:** One (1) expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Four expiring terms on 11-05-22 and 11-16 22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and seven (7) 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, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.

**VETERANS MEMORIAL DISTRICT:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31)

**COASTAL ZONE MANAGEMENT:** Two (2) expiring terms on 10-31-22.

**HOUMA BOARD OF ZONING ADJUSTMENTS:** One (1) expired term.

**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.

**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative – African American)

**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.

→ **HOUMA AREA CONVENTION AND VISITORS BUREAU:** Five (5) expiring terms on 12-31-22.

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 [council@tpcg.org](mailto:council@tpcg.org). Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, OCTOBER 10, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

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

\*\*\*\*\*



DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN

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



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

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  
ttriggs@tpcg.org www.tpcg.org  
October 4, 2022

MEMO TO: Tammy E. Triggs  
Council Clerk

FROM: Keith Hampton *KH*  
Assistant Council Clerk

RE: Term Expirations

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

|                               |                                  |           |
|-------------------------------|----------------------------------|-----------|
| Downtown Development          | Patrick J. Davis (Downtown Mer.) | 11-01-22  |
|                               | Beulah Rodrigue (Par. Pres.)     | 11-01-22  |
|                               | Leo Ledet (Par. Pres.)           | 11-01-22  |
|                               | Lynn Ellzey (Convention Bureau)  | 11-01-22  |
|                               | Brenda Babin (Keep Terr. Bea)    | 11-01-22  |
|                               | Sharon Bergeron (EDAB/Council)   | 11-01-22  |
|                               | Randy Roth (Arts & Humanities)   | 11-01-22  |
| Children & Youth Services     | Det. Lt. Jerry Bergeron          | 11-05-22  |
|                               | Andrea Hayes                     | 11-05-22  |
|                               | Bernadette R. Pickett            | 11-05-22  |
|                               | Joseph Harris, Jr.               | 11-16-22  |
|                               | Wilfred Allridge, III            | 11-16-22  |
|                               | Carolyn McNabb                   | 11-16-22  |
| Recreation District No. 10    | Brent Rodrigue                   | 11-08-22  |
| Municipal Civil Service Board | Lanny Brunet (Fire)              | 11-29-22  |
|                               | Chad Cunningham (Police)         | 11-29-22  |
| Planning Commission           | Wayne Thibodeaux                 | 11-30-22  |
| →HACVB                        | Judy Smart (Hist./Cultural)      | 12-31-22  |
|                               | Joshua Ellender                  | 12-31-22  |
|                               | Margie B. Scoby                  | 12-31-22* |
|                               | Katherine Gilbert-Theriot        | 12-31-22  |
|                               | Cheri Blanchard                  | 12-31-22  |

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN



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

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

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  
[ttriggs@tpcg.org](mailto:ttriggs@tpcg.org)      [www.tpcg.org](http://www.tpcg.org)

By copy of this memo, individuals interested in being re-appointed should email *Council Clerk Tammy Triggs* at [ttriggs@tpcg.org](mailto:ttriggs@tpcg.org) or *Assistant Council Clerk Keith Hampton* [khampton@tpcg.org](mailto:khampton@tpcg.org) 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 a new board application which can be found on the Terrebonne Parish website at [tpcg.org](http://tpcg.org). If you have any question, please feel free contact our office at (985) 873-6519.

/kh

cc: Council Agenda File  
Organizations/Individuals



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 9/27/2022

I, Joshua R. Ellender, of full majority age, whose primary  
(Applicant's Name)  
residence and permanent mailing address is 257 T. Leigh Drive,  
(Address)  
Houma, LA 70364, Telephone number is (985) 438-5041,  
(City, State, and Zip Code)  
and E-mail is Jrellender@hotmail.com, wish to qualify for appointment  
as a member of the Houma Area Convention & Visitor's Bureau 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  
257 T. Leigh Drive, Houma, LA 70364 for 7 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. 5.

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 N/A  
(Fire District)  
and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the \_\_\_\_\_ Yes \_\_\_\_\_ No ☒  
(Recreation District)  
and Council District No. \_\_\_\_\_.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal  
economic benefit<sup>1</sup> by serving as a member of Houma Area Convention & Visitor's Bureau.  
(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  
Houma Area Convention & Visitor's Bureau.  
(Board/Committee/Commission)

F. Applicant is aware of the Houma Area Convention & Visitor's Bureau board criteria and  
attendance requirements. (Board/Committee/Commission)  
Yes ☒ or No \_\_\_\_\_.

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COUNCIL



G. Applicant affirms that his/her employment with Ellender Charters and CTCO Benefits Services  
(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:

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I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ☒ or No. \_\_\_\_.

If yes, explain:

Currently appointed as a board of director of the Houma Area Convention and Visitor's Bureau. I am applying for my second term.

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J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_ or No. ☒

If yes, explain:

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K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_ or No. ☒

State job duties and responsibilities:

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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:

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M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes \_\_\_ or No ☒

If yes, explain:

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N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes \_\_\_ or No ☒

If yes, explain:

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

Yes ☒ or No ☐

If yes, explain: Currently serving as a Board of Director to the Houma Area Convention and Visitor's Bureau. I am applying for my second term.

---


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](mailto:council@tpcg.org) or FAX: (985) 873-6521**

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

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

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



Signature of the applicant

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

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

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

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



**Joshua R Ellender**  
257 T. Leigh Drive  
Houma, LA 70364  
985-438-5041  
jrellender@hotmail.com

**PROFESSIONAL EXPERIENCE:**

August 2022 – Present: Employed by CTCO Benefits Services, LLC

April 2012 – Present: *Owner/Operator*, Self-Employed with Ellender Charters, L.L.C.  
Operate a For-Hire vessel for inland/near coastal fishing.

August 2011 – March 2012: *Pipeline Controller*, Plains All American Pipeline, L.L.C.  
Controlled and operated crude pipelines throughout the mid-western United States.

February 2008 – August 2011: *Fishing and Hunting Guide*, Plains All American Pipeline, L.L.C.  
Maintained and operated equipment to support a 13,600-acre lease; entertained customers by inland and near coastal fishing; entertained customers by hunting for ducks and deer.

October 2005 – November 2007: *Machinist Mate*, U.S. Navy  
Supervised and managed a crew of 10 personnel within the Self-Help Division of the National Naval Medical Center in Bethesda, Maryland.

August 2000 – May 2005: *Missile Technician*, U.S. Navy  
Responsible for the assembly, maintenance and repair of nuclear-capable ballistic missiles carried on submarines and their associated advanced electronics and electro-mechanical navigation and targeting systems.

**SKILLS:**

Inshore fishing, offshore fishing, site-casting, vessel operation, teaching, being humble, good-natured, loyal, punctual, motivated, resourceful, managing, negotiating, establishing and maintaining relationships, and counseling.

**CERTIFICATIONS and MEMBERSHIPS:**

Louisiana Commercial Fishing License – Guide License  
Maintain a Merchant Mariner Credential – Near Coastal OUPV  
Board of Directors for Louisiana Charter Boat Association  
Board of Directors for Houma Area Convention and Tourist Bureau  
Member of the Gulf of Mexico Reef Fish Advisory Panel  
Member of the Gulf Council's Coastal Migratory Pelagic Advisory Panel

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COUNCIL**



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 8-19-2022

I, Judy Smart, of full majority age, whose primary  
(Applicant's Name)

residence and permanent mailing address is 100 ALBANY DR.,  
(Address)

HOUMA, LA 70360-6045, Telephone number is (985) 872-9193,  
(City, State, and Zip Code)

and E-mail is jms16@pcu-south.net, wish to qualify for appointment  
HOUMA AREA CONVENTION VISITORS BUREAU (HACÉVB)  
as a member of the (Board/Committee/Commission) in Terrebonne Parish,

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at  
100 ALBANY DR., HOUMA, LA 70360-6045 for - 28 consecutive years.  
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council  
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant  
affirms that he/she is a resident property owner/taxpayer of N/A  
(Fire District)  
and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the N/A Yes \_\_\_\_\_ No \_\_\_\_\_  
(Recreation District)  
and Council District No. \_\_\_\_\_.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal  
economic benefit<sup>1</sup> by serving as a member of HACÉVB.  
(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  
HOUMA AREA CONVENTION VISITORS BUREAU (HACÉVB)  
(Board/Committee/Commission)

F. Applicant is aware of the HACÉVB board criteria and  
attendance requirements. (Board/Committee/Commission)  
Yes ☒ or No \_\_\_\_\_.

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COUNCIL



G. Applicant affirms that his/her employment with N/A 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:

Houma Area Convention, Visitors Bureau -  
REQUESTING REAPPOINTMENT

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:

As A HACV B Director, Am Sworn In Annually

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: Currently serving on Houma Convention & Visitors Bureau (HAC&VB) Seeking Reappointment

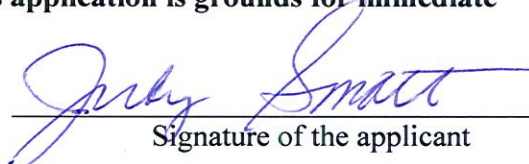
Applicant must complete and return this application **along with a copy of their resume** to:

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

New Applicants should submit their application by **9:00 a.m. the Friday prior to the Regular Council Session**. New applicants can view the list of meeting dates on the Parish website [tpcg.org](http://tpcg.org).

Individuals interested in being re-appointed should email **Council Clerk Suzette Thomas** at [suthomas@tpcg.org](mailto:suthomas@tpcg.org) or **Assistant Council Clerk Tammy Triggs** at [ttriggs@tpcg.org](mailto:ttriggs@tpcg.org) to express their wishes with regards to (re)appointment to said positions.

**\*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



## Tammy Triggs

---

**From:** jms16@bellsouth.net  
**Sent:** Friday, August 19, 2022 11:30 AM  
**To:** Tammy Triggs  
**Cc:** Keith Hampton; jms16@bellsouth.net  
**Subject:** HAC&VB Reappointment to Board of Directors

### External Sender

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

Good morning.

Please consider this email as my official request to be reappointed to the Houma Area Convention & Visitors Bureau (HAC&VB) board of directors. I am enjoying serving and look forward to serving for the final 13 years.

All prior information remains the same with one exception. Since being appointed I was honored and privileged to receive an award for volunteer and outreach efforts with the Louisiana Passenger Safety Task Force in 2021.

I continue to be involved in the community volunteering and/or participating in local events. And hope to continue doing this.

Will bring the actual revised application form to you today.

Thanks for your consideration. Judy

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TERREBONNE PARISH  
COUNCIL





TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 10-6-22

I, Cheri Blanchard, of full majority age, whose primary  
(Applicant's Name)

residence and permanent mailing address is 3389 Caleb Drive  
(Address)

Houma, LA 70360, Telephone number is 885 688-3494  
(City, State, and Zip Code)

and E-mail is cherib1961@gmail.com, wish to qualify for appointment  
as a member of the HACVB 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  
3389 Caleb Drive for 10 consecutive years.  
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council  
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant  
affirms that he/she is a resident property owner/taxpayer of \_\_\_\_\_  
(Fire District)  
and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
(Recreation District)  
and Council District No. \_\_\_\_\_.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal  
economic benefit<sup>1</sup> by serving as a member of HACVB  
(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

HACVB

(Board/Committee/Commission)

F. Applicant is aware of the HACVB board criteria and  
attendance requirements. (Board/Committee/Commission)

Yes ☒ or No \_\_\_\_\_.

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COUNCIL

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:

Retired from LA Workforce Commission

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ☒ or No. ☐

If yes, explain:

LAT Workforce Development Board, State board with local sub-divisions.

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:

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TERREBONNE PARISH  
COUNCIL



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

Yes ☒ or No

If yes, explain: LAT Workforce Development Board,  
We The People Bayou Community 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](mailto: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.**

Cheri Blanchard  
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: \_\_\_\_\_

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## **Cheri Blanchard**

3389 Caleb Drive, Houma, LA 70360

cherib1961@gmail.com • 985.688.3494

### **Work Experience**

#### **Office Manager 1996- present**

*Big Grapes Inc*

- Bookkeeping

#### **Industry Coordinator / Business Liaison 2010 - 2019 (Retired)**

*Louisiana Workforce Commission - State of Louisiana*

- Built and maintained relationships with regional demand industry leaders to assist in customized workforce development.
- Partnered with K-12, technical schools, universities, economic development, and community organizations to build training opportunities to fit the current and projected demand occupations according to labor market information.
- Maintained a working knowledge of current and projected labor market information, best HR and labor law practices, LWC services, and provided information via individual and group presentations.
- Coordinated recruiting events and informational seminars.

#### **Labor Program Compliance Officer 2000 - 2010**

*Louisiana Workforce Commission - State of Louisiana*

- Areas of expertise were Apprenticeship, LA Minor Labor Law, Medical Payments Law and Private Employment Service Law.
- Served as informational resource to business and public on labor law.
- Conducted investigations, audits, and trainings.

#### **Caseworker Assistant 1999 - 2000**

*Office of Family Support, State of Louisiana*

- Provided assistance to Case Workers and Case Managers. Acted as a liaison to the public.

#### **Clerk 1998 - 1999**

*Chabert Medical Center - State of Louisiana*

- Patient scheduling and intake for appointments, processing forms to order lab tests and other medical records.

### **Education**

**South Terrebonne High School 1979**

**Christ International Bible School 1993**

### **Accomplishments and Contributions**

- **Annual Workboat Show Student Day at Superdome:** Coordinated 200+ students in vocational high school programs from 10 parishes to attend & interact with over 1500 companies.
- **Board & Committee Involvement:** Houma CVB Board: 2016 - present. Lafourche Assumption Terrebonne Workforce Board: 2019 - present. We The People Bayou Community Board 2021 - present. Prior Committee Member - Houma Terrebonne Chamber of Commerce: Education & Diplomat Committees. Fletcher Technical College: Workforce Development Committee.
- **2014 Houma-Terrebonne Chamber of Commerce Diplomat of the Year**
- **2011 Leadership Terrebonne alumni**
- **Houma Elks Club - current member**
- **Harvest Cathedral member: 1985 - present:** Sunday School teacher and puppet team leader.

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COUNCIL**





Wednesday, October 12, 2022

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**Item Title:**

Coastal Zone Management

**Item Summary:**

**Coastal Zone Management:** Two (2) expiring terms on 10-31-22. Mr. Jeff DeBlieux expresses his interest in being reappointed.

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**ATTACHMENTS:**

| <b>Description</b>          | <b>Upload Date</b> | <b>Type</b> |
|-----------------------------|--------------------|-------------|
| Term Expiration Notice      | 10/7/2022          | Cover Memo  |
| Notice to the Public        | 10/7/2022          | Cover Memo  |
| Application - Jeff DeBlieux | 10/7/2022          | Cover Memo  |



DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN

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



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

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  
ttriggs@tpcg.org www.tpcg.org

September 2, 2022

MEMO TO: Tammy E. Triggs  
Council Clerk

FROM: Keith Hampton *KH*  
Assistant Council Clerk

RE: Term Expirations

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

|                                    |                            |          |
|------------------------------------|----------------------------|----------|
| Airport Commission                 | Joshua Alford              | 10-06-22 |
| → Coastal Zone Mngt. & Restoration | Angela Portier             | 10-31-22 |
|                                    | Jeff DeBlieux (Par. Pres.) | 10-31-22 |
|                                    | Mickey Thomas              | 10-31-22 |
|                                    | Jan Rogers                 | 10-31-22 |

By copy of this memo, individuals interested in being re-appointed should email *Council Clerk Tammy Triggs* at [ttriggs@tpcg.org](mailto:ttriggs@tpcg.org) or *Assistant Council Clerk Keith Hampton* at [khampton@tpcg.org](mailto:khampton@tpcg.org) 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 a new board application which can be found on the Terrebonne Parish website at [tpcg.org](http://tpcg.org). If you have any question, please feel free contact our office at (985) 873-6519.

/kh

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 **OCTOBER 12, 2022, Regular Session** meeting the following vacancies and appointments:

**AIRPORT COMMISSION:** One (1) expiring term on 10-06-22.

**RECREATION DISTRICT NO. 2,3 BOARD:** One (1) vacancy due to a resignation.

**RECREATION DISTRICT NO. 3A BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 6 BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.

**BAYOU BLUE FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**FIRE PROTECTION DISTRICT NO. 8 BOARD:** One (1) expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Four expiring terms on 11-05-22 and 11-16 22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and seven (7) 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, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.

**VETERANS MEMORIAL DISTRICT:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31)

→ **COASTAL ZONE MANAGEMENT:** Two (2) expiring terms on 10-31-22.

**HOUMA BOARD OF ZONING ADJUSTMENTS:** One (1) expired term.

**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.

**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative – African American)

**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.

**HOUMA AREA CONVENTION AND VISITORS BUREAU:** Five (5) expiring terms on 12-31-22.

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 [council@tpcg.org](mailto:council@tpcg.org). Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, OCTOBER 10, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

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

\* \* \* \* \*





TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 9-30-22

I, Jeff DeBlieux, of full majority age, whose primary  
(Applicant's Name)

residence and permanent mailing address is 104 Mechant Drive,  
(Address)

Houma LA. 70363, Telephone number is (985) 855-9619,  
(City, State, and Zip Code)

and E-mail is Jeffdeblieuxiv@gmail.com, wish to qualify for appointment

as a member of the Coastal Zone Management CZM 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

104 Mechant Dr., Houma LA. 70363 for 40 consecutive years.  
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council  
District No. 9.

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

affirms that he/she is a resident property owner/taxpayer of \_\_\_\_\_  
(Fire District)

and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the \_\_\_\_\_ Yes \_\_\_\_\_ No ✓

(Recreation District)

and Council District No. \_\_\_\_\_.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal  
economic benefit<sup>1</sup> by serving as a member of CZM.  
(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

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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:

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I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?  
Yes \_\_\_\_ or No. ☒.

If yes, explain:

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J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_\_ or No. ☒  
If yes, explain:

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K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_\_ or No. ☒  
State job duties and responsibilities:

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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:

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M. Are you currently under and have taken the Oath of Office and/or posted a bond?  
Yes \_\_\_\_ or No ☒

If yes, explain:

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

Yes ☒ or No ☐

If yes, explain: Coastal Zone Management

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](mailto:council@tpcg.org) or FAX: (985) 873-6521**

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

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

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

  
Signature of the applicant

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

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

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

Revision Date: December 9, 2020



Category Number: 5.  
Item Number: F.



Wednesday, October 12, 2022

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**Item Title:**

Recreation District No. 2,3

**Item Summary:**

**Recreation District No. 2,3:** One (1) vacancy due to resignation. Mr. Chad Quick submits application for consideration.

---

**ATTACHMENTS:**

| <b>Description</b>       | <b>Upload Date</b> | <b>Type</b> |
|--------------------------|--------------------|-------------|
| Notice to the Public     | 10/10/2022         | Cover Memo  |
| Application - Chad Quick | 10/10/2022         | Application |

## **"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 **OCTOBER 12, 2022, Regular Session** meeting the following vacancies and appointments:

**AIRPORT COMMISSION:** One (1) expiring term on 10-06-22.

→ **RECREATION DISTRICT NO. 2,3 BOARD:** One (1) vacancy due to a resignation.

**RECREATION DISTRICT NO. 3A BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 6 BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.

**BAYOU BLUE FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**FIRE PROTECTION DISTRICT NO. 8 BOARD:** One (1) expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Four expiring terms on 11-05-22 and 11-16 22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and seven (7) 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, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.

**VETERANS MEMORIAL DISTRICT:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31)

**COASTAL ZONE MANAGEMENT:** Two (2) expiring terms on 10-31-22.

**HOUMA BOARD OF ZONING ADJUSTMENTS:** One (1) expired term.

**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.

**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative – African American)

**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.

**HOUMA AREA CONVENTION AND VISITORS BUREAU:** Five (5) expiring terms on 12-31-22.

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 [council@tpcg.org](mailto:council@tpcg.org). Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, OCTOBER 10, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

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

\*\*\*\*\*



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS  
APPLICATION FORM

DATE: 9/22/22

I, Chad A. Quick, of full majority age, whose primary  
(Applicant's Name)  
residence and permanent mailing address is 6678 Willie Lou Ave,  
(Address)  
Houma, LA 70364, Telephone number is (985) 360 6272,  
(City, State, and Zip Code)  
and E-mail is caguick78@yahoo.com, wish to qualify for appointment  
as a member of the Recreation 2/3 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  
6678 Willie Lou Ave Houma for 1 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. 5.

B. If applying for membership as a member of a Fire Protection District Board, applicant  
affirms that he/she is a resident property owner/taxpayer of \_\_\_\_\_  
(Fire District)  
and Council District No. \_\_\_\_\_.

C. If applying for membership as a member of a Recreation District Board, applicant affirms  
that he/she is a resident of the 2/3 Yes ☒ No \_\_\_\_\_  
(Recreation District)  
and Council District No. 5.

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 Rec 2/3  
(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  
Recreation 2/3  
(Board/Committee/Commission)

F. Applicant is aware of the Recreation 2/3 board criteria and  
(Board/Committee/Commission)  
attendance requirements.  
Yes ☒ or No \_\_\_\_\_.

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G. Applicant affirms that his/her employment with Bayou Inspections  
(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:

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I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes \_\_\_ or No. ☒

If yes, explain:

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J. Are you elected to any Federal, State, or Local Office? Yes \_\_\_ or No. ☒

If yes, explain:

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K. Are you a Judge, employee, or agent of any Court System? Yes \_\_\_ or No. ☒

State job duties and responsibilities:

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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:

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M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes \_\_\_ or No. ☒

If yes, explain:

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N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes \_\_\_ or No. ☒

If yes, explain:

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COUNCIL

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

Yes \_\_\_\_\_ or No ☒

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

\_\_\_\_\_

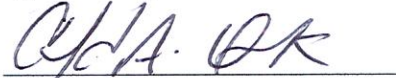
Applicant must complete and return this application **along with a copy of their resume** to:

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

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

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

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

  
Signature of the applicant

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

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

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

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

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TERREBONNE PARISH  
COUNCIL





Wednesday, October 12, 2022

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**Item Title:**

Notice to the Public

**Item Summary:**

**RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.

**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.

**VETERANS MEMORIAL DISTRICT:** One (1) expired term on 09-17-22. (Representing the Parish President/South of the Intracoastal).

**CHILDREN AND YOUTH SERVICES BOARD:** Four (4) expiring terms on 11-05-22 and 11-16-22.

**COASTAL ZONE MANAGEMENT AND RESTORATION:** One (1) expiring term on 10-31-22.

**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.

**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative - African American).

**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.

**HOUMA AREA CONVENTION AND VISITORS' BUREAU:** Two (2) expiring terms on 12-31-22.

---

**ATTACHMENTS:**

**Description**

Notice to the Public

**Upload Date**

10/5/2022

**Type**

Cover Memo

## **“NOTICE TO THE PUBLIC”**

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

**AIRPORT COMMISSION:** One (1) expiring term on 10-06-22.

**RECREATION DISTRICT NO. 2,3 BOARD:** One (1) vacancy due to a resignation.

**RECREATION DISTRICT NO. 3A BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 6 BOARD:** One (1) expired term.

**RECREATION DISTRICT NO. 10 BOARD:** One (1) expiring term on 11-08-22.

**BAYOU BLUE FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**COTEAU FIRE PROTECTION DISTRICT BOARD:** One (1) expired term.

**FIRE PROTECTION DISTRICT NO. 8 BOARD:** One (1) expired term.

**CHILDREN AND YOUTH SERVICES BOARD:** Four expiring terms on 11-05-22 and 11-16 22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and seven (7) 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, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

**TERREBONNE PARISH TREE BOARD:** Two (2) vacancies due to resignations.

**VETERANS MEMORIAL DISTRICT:** Two (2) expiring terms. (One representing the Parish President/South of the Intracoastal and one representing Lenox Hotard Post 31)

**COASTAL ZONE MANAGEMENT:** Two (2) expiring terms on 10-31-22.

**HOUMA BOARD OF ZONING ADJUSTMENTS:** One (1) expired term.

**DOWNTOWN DEVELOPMENT:** Seven (7) expiring terms on 11-01-22.

**PLANNING AND ZONING COMMISSION:** One (1) expiring term on 11-30-22 (Council Representative – African American)

**MUNICIPAL CIVIL SERVICE BOARD:** Two (2) expiring terms on 11-29-22.

**HOUMA AREA CONVENTION AND VISITORS BUREAU:** Five (5) expiring terms on 12-31-22.

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 [council@tpcg.org](mailto:council@tpcg.org). Applicants should download and complete the application on the Parish's webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, OCTOBER 10, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

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

\* \* \* \* \*

Category Number: 7.  
Item Number: A.



Wednesday, October 12, 2022

---

**Item Title:**

Milford and Associates, Inc.

**Item Summary:**

Milford and Associates, Inc.

---

**ATTACHMENTS:**

**Description**

Milford and Associates, Inc.

**Upload Date**

10/4/2022

**Type**

Report

**PROJECT STATUS REPORT (VIA EMAIL [khampton@tpcg.org](mailto:khampton@tpcg.org))**

**October 12, 2022**

**1. PROJECT: COUNCIL DISTRICT 5**

a. Parish Project No.: 20-ROAD-54

b. Title: PAVEMENT MARKINGS

**PROJECT “PHASE 1B”**

**2. PROFESSIONAL AGREEMENT:**

a. Date of Original Agreement 5-OCT-20

b. Type (Hourly, Lump Sum, %) “LUMP SUM” & %

c. Total Fees (Basic Services) \$58,800.00

**3. PLAN AND PREPARATION STATUS:**

a. Study and Reports (%) 100%

b. Preliminary Design (%) 100%

c. Final Design (%) 100%

d. Bidding and Negotiating (%) 100%

e. Construction Admin (%) 0%

f. Estimated Bid Date 14JUN22

g. Estimated Cost of Construction \$217,000.00

**4. CONSTRUCTION STATUS:**

a. Actual Bid Date 22SEP22

b. Contractor

c. Contract Amount

d. Work Order Issued

e. Total Contract Time (Calendar Days)

f. Scheduled Completion Date

g. Time Elapse Days (%)

h. Project Complete (%)

i. Estimates Paid to Date (\$)

j. Date of Substantial Completion

**5. PROJECT COORDINATOR: MILFORD & ASSOCIATES, INC.**

**6. REMARKS: SOUTHERN SYNERGY, LLC WAS THE ONLY BIDDER. HAVE FORWARD THE RECOMMENDATION OF AWARD TO THE PARISH.**

F.E. Milford III, P.E.



Category Number: 7.  
Item Number: B.



Wednesday, October 12, 2022

---

**Item Title:**

T. Baker Smith

**Item Summary:**

T. Baker Smith

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Wednesday, October 12, 2022

---

**Item Title:**

Head Start 2021 Funding Application

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute all necessary documents to submit an application to the Administration for Children and Families for the Head Start Program in Terrebonne Parish and to execute the FY 2021-2026 Five Year (Year Two) Head Start Budget Application.

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Ex Summary         | 10/6/2022          | Executive Summary |
| Resolution         | 10/6/2022          | Resolution        |
| Application        | 10/6/2022          | Backup Material   |



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

|   |
|---|
| Head Start 2021 Funding Application   |
| <b>PROJECT SUMMARY (200 WORDS OR LESS)</b>  |
| A Resolution Authorizing the Parish President to execute all necessary documents to submit an application to the Administration for Children and Families for the Head Start Program in Terrebonne Parish and to execute the FY 2021-2026 Five Year (Year Two) Head Start Budget Application. |

|  |   |
|--|---|
| <b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>                |   |
| To provide Head Start services in 10 classrooms which serve 170 children |   |
| <b>TOTAL EXPENDITURE</b>   |   |
| \$2,059,997.00   |   |
| <b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>                               |   |
| <u>ACTUAL</u>  | ESTIMATED                                   |
| <b>IS PROJECT READY BUDGETED: (CIRCLE ONE)</b>                           |   |
| N/A      NO <u>YES</u>   | IF YES AMOUNT BUDGETED:      \$2,059,997.00 |

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

Andrew Fink

Signature

12/6/2022

Date

## Resolution

A Resolution Authorizing the Parish President to execute all necessary documents to submit an application to the Administration for Children and Families for the Head Start Program in Terrebonne Parish and to execute the FY 2021-2026 Five Year (Year Two) Head Start Budget Application.

WHEREAS, it is necessary that an application be submitted by the governing body and the Head Start Policy Council.

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the application to Administration for Children and Families to provide Head Start services.

BE IT FURTHER RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President to sign the agreement associated with this application and any certifications, modifications, etc. that may be associated with the implementation of the agreement.



**Application for Federal Assistance SF-424****\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☐ New  
☒ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):****\* Other (Specify):****\* 3. Date Received:****4. Applicant Identifier:**

06CH011907

**5a. Federal Entity Identifier:**

N/A

**5b. Federal Award Identifier:**

06CH011907

**State Use Only:****6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:****\* a. Legal Name:** Terrebonne Parish Consolidated Government**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

72-6001390

**\* c. Organizational DUNS:**

045181968

**d. Address:****\* Street1:** 4800 Highway 311**Street2:****\* City:** Houma**County/Parish:** Terrebonne Parish**\* State:** LA: Louisiana**Province:****\* Country:** USA: UNITED STATES**\* Zip / Postal Code:** 70360-2871**e. Organizational Unit:****Department Name:**

Terrebonne Parish Consolidated

**Division Name:**

Head Start Program

**f. Name and contact information of person to be contacted on matters involving this application:****Prefix:****\* First Name:**

Diane

**Middle Name:****\* Last Name:**

Powell

**Suffix:****Title:** Head Start Administrator**Organizational Affiliation:**

Terrebonne Parish Consolidated Governmen

**\* Telephone Number:** (985) 219-2915**Fax Number:** (985) 219-2922**\* Email:** dpowell@tpcg.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

City or Township Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

ACF-Head Start

**11. Catalog of Federal Domestic Assistance Number:**

93.600

**CFDA Title:**

Head Start

**\* 12. Funding Opportunity Number:**

eGrants-N/A

**\* Title:**

N/A

**13. Competition Identification Number:**

Not Applicable

**Title:**

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Terrebonne Parish, Louisiana

**\* 15. Descriptive Title of Applicant's Project:**

Head Start

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant LA-003

b. Program/Project LA-003

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date: 01/01/2023

\* b. End Date: 12/31/2023

**18. Estimated Funding (\$):**

|                     |           |
|---------------------|-----------|
| * a. Federal        | 1,549,212 |
| * b. Applicant      | 510,785   |
| * c. State          |           |
| * d. Local          |           |
| * e. Other          | 0         |
| * f. Program Income |           |
| * g. TOTAL          | 2,059,997 |

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \* First Name: Diane

Middle Name:

\* Last Name: Powell

Suffix:

\* Title: Parish President

\* Telephone Number: (985) 873-6401

Fax Number:

\* Email: gdove@tpcg.org

\* Signature of Authorized Representative:

\* Date Signed:

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 12/31/2022

## SECTION A - BUDGET SUMMARY

| Grant Program Function or Activity<br>(a) | Catalog of Federal Domestic Assistance Number<br>(b) | Estimated Unobligated Funds |                    | New or Revised Budget |                    | Total<br>(g) |
|---|--|-----------------------------|--------------------|-----------------------|--------------------|--------------|
|   |  | Federal<br>(c)              | Non-Federal<br>(d) | Federal<br>(e)        | Non-Federal<br>(f) |              |
| 1. Head Start: Program Operations         | 93.600   | \$                          | \$                 | \$ 1,529,734          | \$ 510,785         | \$ 2,040,519 |
| 2. Head Start: TTA                        | 93.600   |                             |                    | 19,478                | 0                  | 19,478       |
| 3.  |  |                             |                    |                       |                    |              |
| 4.  |  |                             |                    |                       |                    |              |
| 5. Totals                                 |  | \$ 0                        | \$ 0               | \$ 1,549,212          | \$ 510,785         | \$ 2,059,997 |



# SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories             | GRANT PROGRAM, FUNCTION OR ACTIVITY      |                           |     |     | Total<br>(5) |
|--|--|---------------------------|-----|-----|--------------|
|  | (1)<br>Head Start:<br>Program Operations | (2)<br>Head Start:<br>TTA | (3) | (4) |              |
| a. Personnel                           | \$ 1,070,261                             | \$ 0                      | \$  | \$  | \$ 1,070,261 |
| b. Fringe Benefits                     | 143,787                                  | 0                         |     |     | 143,787      |
| c. Travel                              | 0  | 7,978                     |     |     | 7,978        |
| d. Equipment                           | 0  | 0                         |     |     | 0            |
| e. Supplies                            | 51,035                                   | 0                         |     |     | 51,035       |
| f. Contractual                         | 11,800                                   | 9,500                     |     |     | 21,300       |
| g. Construction                        | 0  | 0                         |     |     | 0            |
| h. Other                               | 252,851                                  | 2,000                     |     |     | 254,851      |
| i. Total Direct Charges (sum of 6a-6h) | 1,529,734                                | 19,478                    |     |     | 1,549,212    |
| j. Indirect Charges                    | 0  | 0                         |     |     | 0            |
| k. TOTALS (sum of 6i and 6j)           | \$ 1,529,734                             | \$ 19,478                 | \$  | \$  | \$ 1,549,212 |
| 7. Program Income                      | \$                                       | \$                        | \$  | \$  | \$           |

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## SECTION C - NON-FEDERAL RESOURCES

|                               | (a) Grant Program              | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS |
|-------------------------------|--------------------------------|---------------|-----------|-------------------|------------|
| 8.                            | Head Start: Program Operations | \$ 510,785    | \$        | \$                | \$ 510,785 |
| 9.                            | Head Start: TTA                |               |           |                   | 0          |
| 10.                           |                                |               |           |                   |            |
| 11.                           |                                |               |           |                   |            |
| 12. TOTAL (sum of lines 8-11) |                                | \$ 510,785    | \$ 0      | \$ 0              | \$ 510,785 |

## SECTION D - FORECASTED CASH NEEDS

|                                    | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
|------------------------------------|--------------------|-------------|-------------|-------------|-------------|
| 13. Federal                        | \$ 1,549,212       | \$ 387,303  | \$ 387,303  | \$ 387,303  | \$ 387,303  |
| 14. Non-Federal                    | \$ 510,785         | \$ 127,697  | \$ 127,696  | \$ 127,696  | \$ 127,696  |
| 15. TOTAL (sum of lines 13 and 14) | \$ 2,059,997       | \$ 515,000  | \$ 514,999  | \$ 514,999  | \$ 514,999  |

## SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

|                                  | (a) Grant Program | FUTURE FUNDING PERIODS (YEARS) |            |           |            |
|----------------------------------|-------------------|--------------------------------|------------|-----------|------------|
|                                  |                   | (b) First                      | (c) Second | (d) Third | (e) Fourth |
| 16.                              |                   | \$                             | \$         | \$        | \$         |
| 17.                              |                   |                                |            |           |            |
| 18.                              |                   |                                |            |           |            |
| 19.                              |                   |                                |            |           |            |
| 20. TOTAL (sum of lines 16 - 19) |                   | \$                             | \$         | \$        | \$         |

## SECTION F - OTHER BUDGET INFORMATION

|                     |  |                       |  |
|---------------------|--|-----------------------|--|
| 21. Direct Charges: |  | 22. Indirect Charges: |  |
| 23. Remarks:        |  |                       |  |

**U.S. DEPARTMENT OF HEALTH AND HUMAN  
SERVICES COMPENDIUM OF REQUIRED  
CERTIFICATIONS AND ASSURANCES**

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**Office of Head Start**

Updated July 29, 2014

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF  
REQUIRED CERTIFICATIONS AND ASSURANCE

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Table of Contents

SF424B, Assurances ..... 1

Certification Regarding Lobbying ..... 3

Certification Regarding Level II of the Executive Schedule ..... 3

Certification of Filing and Payment of Federal Taxes ..... 4

# U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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## SF424B Assurances – Non-Construction Programs

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



## U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

# U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

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## Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Regarding Compliance with Compensation Cap (Level II of the Executive Schedule)

Federal funds will not be used to pay any part of the compensation of an individual employed by a Head Start and/or Early Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule.

# U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCE

## Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification
2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code - Title 26, Internal Revenue Code)
3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

## Submission Statement

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☐ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

### Authorized Representative:

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

\* Submitted by:  Date Submitted:

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

| <b>TABLE OF CONTENTS</b>  |              |
|---|--------------|
| <b>SECTION I. PROGRAM DESIGN AND APPROACH TO SERVICE DELIVERY</b> | <b>4-55</b>  |
| <b>SUB-SECTION A. GOALS</b>                                       | <b>4-16</b>  |
| <b>1. Long Range Goals, Objectives, and Expected Outcomes</b>     |              |
| <b>SUB-SECTION B. SERVICE DELIVERY</b>                            | <b>16-32</b> |
| <b>1. Plan to meet the needs for child development services</b>   |              |
| <b>2. Service and recruitment area</b>                            |              |
| <b>3. Funded enrollment</b>                                       |              |
| <b>4. Program options</b>   |              |
| <b>5. Location of facilities</b>                                  |              |
| <b>6. Early Head Start N/A</b>                                    |              |
| <b>7. Conversion of funding</b>                                   |              |
| <b>8. Recruitment and selection criteria</b>                      |              |

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

|  |       |
|--|-------|
| 9. Family Involvement  |       |
| 10. Program Options  |       |
| 11. System for health screening/follow up                      |       |
| 12. Transitioning  |       |
| 13. Resource coordination                                      |       |
| 14. Quality services to children with disabilities             |       |
| SUB-SECTION C. APPROACH TO SCHOOL READINESS                    | 32-35 |
| 1. School Readiness goals                                      |       |
| 2. Child assessment tools /curriculum/CLASS                    |       |
| SUB SECTION D. PARENT, FAMILY, AND COMMUNITY ENGAGEMENT (PFCE) | 35-36 |
| 1. Goals   |       |
| 2. Progress achieved towards service                           |       |
| 3. Progress that supports school readiness                     |       |
| SUB SECTION E. GOVERNANCE, ORGANIZATIONAL, AND MANAGEMENT      | 36-43 |



Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

|   |              |
|---|--------------|
| <b>STRUCTURES, AND ONGOING OVERSIGHT</b><br><br>1. Governing body structure<br><br>2. Requirements of Head Start Act<br><br>3. Advisory Committees N/A<br><br>4. Policy Council/Parent Committees<br><br>5. Organizational chart<br><br>6. Systems to ensure criminal record checks/health screenings for staff<br><br>7. Staff qualifications<br><br>8. Comprehensive services<br><br>9. Management systems/Self-assessment/PIP<br><br>10. T/TA Plan |              |
| <b>SECTION II. BUDGET AND BUDGET JUSTIFICATION</b>  | <b>43-56</b> |
| 1. and 2. Budget details<br><br>3. COLA N/A   |              |

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

|  |  |
|--|--|
| <b>4. Organization's financial management system</b> |  |
| <b>5. Non-federal share match</b>                    |  |
| <b>6. 15% limitation</b>                             |  |
| <b>7. Other sources of funding</b>                   |  |
| <b>8. Shared costs</b>                               |  |
| <b>9. Indirect costs</b>                             |  |
| <b>10. Conversions</b>                               |  |
| <b>11. Enrollment reductions</b>                     |  |
| <b>12. Renovations</b>                               |  |

## **Section I. Program Design and Approach to Service Delivery**

Terrebonne Parish Consolidated Government continues to provide Head Start Services and has done so since 2004. In 2004, TPCG was awarded grantee status to provide Head Start programming without the partnership with the neighboring parish. Since Terrebonne Parish Consolidated Government has had the Head Start grant, program administrator and staff have worked with local community partners to ensure that the many needs of the children and families enrolled in the Head Start Program are met. A communitywide assessment is conducted as needed with revisions annually to determine programmatic needs. The Self Assessment is

conducted annually by staff in collaboration with administrators, parents and community as required by the Head Start Performance Standards. Based on findings from the Community and Self Assessments, strategic planning takes place to set goals to strengthen existing programming. Findings of the above-mentioned tools indicated needs in the following areas:

a.) Community Assessment

- Characteristics of the needs of dual language learning include the integration of all language during child programming hours, children building foundations in all language through phonemic awareness and overall language development, and programs providing equal access to all languages through program instruction. On the 2012 PIR, the grantee reported that no families were in the need for English as a Second Language training or support services. Since the Community Assessment was completed in 2013, there has been a steady growth in the numbers of families enrolling children who do not speak English. Program Staff must ensure that the need for English as a Second Language training and support services are in place.
- Terrebonne Parish, Louisiana exhibits a population in need for Head Start Programming for primarily three-year old children and their families in the areas of Houma, Schriever, and Gray. The community data indicates an extremely low population of eligible children in the Gibson area continuing to make a fully enrolled Head Start classroom very difficult to maintain. Based on zip code data trends, recruitment efforts must continue to be focused in the Gibson area to meet the funded enrollment for the one classroom designated for Head Start programming. Enrollment continues to be a challenge in this area of Terrebonne Parish.
- The Head Start grantee is serving a significant portion of Part B eligible children and well above the 10% Head Start Act requirement. Additional discussion through the interagency agreement with the Part B provider would benefit the Head Start grantee to ensure support and services in this natural environment.

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

---

- The community would benefit from information, education, and partnerships in health and mental health risk factors. The number of children with asthma is consistently above 20% of the total Head Start eligible children served by the grantee; however, additional Health Education is not documented. The availability of mental health services after referral is unknown and needs to be strengthened for future programming.

## **b.) Self-Assessment (2021 Fiscal Year)**

- Health and Safety, specifically supervision of children will be improved to ensure the safety of all children enrolled in all ten classrooms.
- Ongoing Monitoring will improve in all aspects of the Head Start Program, specifically the Ongoing Monitoring plan will be reviewed and revised. New procedures have been put in place to ensure that more monitoring, training and support is given to all staff members in the area of Child Health and Safety.
- The plan for Reporting of Critical Incidents will be utilized and properly executed to ensure that all agencies are made aware of any critical issues that may have occurred within any of the Head Start classrooms. Revisions are done as needed to ensure that this procedure continues to be relevant and up to date.
- Improved Program Governance, specifically the recruitment of committed members.
- Improvement in CLASS Scores in Instructional Support.
- Improved Parent, Family, Community Engagement.
- Improved Fatherhood Engagement Activities.
- Data will be collected and analyzed for program improvement.
- Professional Development in the ChildPlus data system.

## **SUB-SECTION A: Goals**

1.

**Goal #1:** To ensure that teachers will utilize developmentally appropriate practices and intentional teaching strategies in the classroom environment to promote optimal learning and development at all ages of development.

Objective 1: Provide professional development to teachers in areas of need as indicated by CLASS assessments, student data reports generated through Teaching Strategies Gold, and teacher surveys in accordance with areas indicated in Terrebonne Parish Head Start's school readiness goals.

Year 1: School readiness goals are well established and utilized in ensuring that classroom teachers follow best practices in classroom instruction. Data analysis is an essential part of the Terrebonne Parish Head Start Program. During its annual self-assessment, a careful examination of CLASS walkthroughs and child outcomes through GOLD system serves as documentation to set programmatic goals. Professional development for the year 2021-22 will include priority areas as indicated from this data in the areas of (Teaching Strategies GOLD Snapshot Report):

- Mathematics concepts
- Cognitive
- Language

With concentration of strategies in the areas of (CLASS INSTRUMENT and as indicated in teacher surveys):

- Concept Development
- Quality of Feedback
- Language Modeling

Year 2-5: In subsequent years,

- Continue to use CLASS Observations to examine needs of program.



Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

---

- Utilize Teaching Strategies GOLD Snapshot Reports to analyze students' data to focus on student's needs.
- Collaborate with the local school system to utilize coaching on Teaching Strategies and CLASS.
- Compile teacher surveys requesting areas of need.
- Track performance of students as they enter kindergarten to monitor the impact of the Head Start Program.

Continued data collection from the CLASS Observation scores and Teaching Strategies Gold Outcomes reports is used to find any professional development needs; materials/supply needs as well as any changes are needed in the School Readiness plan.

Expected Outcomes for Goal #1:

- Class scores will be increased, especially in Instructional Support.
- Children's growth and progress towards kindergarten readiness will be increased
- Teaching Staff will increase their skills and knowledge of what is required for School Readiness

***Measured progress toward these goals will be documented by:***

- CLASS Observation Summary Reports
- Teaching Strategies Gold Reports
- Coaching and mentoring efforts from Head Start and school board personnel
- Surveys
- Home Visit information
- Practice Based Coaching data

CLASS scores went down during the 2021-2022 school year. Due to COVID-19, classrooms and centers were closed. There was a great deal teaching staff turnover during the school year which impacted CLASS scores overall. CLASS coaching, mentoring and supports are in place

to build the necessary skill sets for all new teaching staff members. All Centers have continued to have a “3 Star” rating on the louisianabelieves.com website.

At the conclusion of the Five-Year Grant, it is expected that all teaching staff members, including Assistant Teachers, will show an increased understanding of the CLASS process and an increase in scores. All of which will directly impact teacher/child interactions by improving quality. Improved teacher/child interactions will translate into improved child outcomes and the children transitioning to Preschool or Kindergarten will show all the School Readiness skills needed to succeed at the next level.

**Goal #2**

Head Start staff will work with families to identify appropriate practices that complement the stages of their developing child and to provide opportunities for parents to enhance their parenting skills, knowledge and understanding of the educational and developmental needs and activities of their children. To utilize the PFCE Framework to assist parents in becoming advocates for their children and being actively engaged and empowered.

OBJECTIVE 1: Empower parents by providing information through literature, parent workshops and encouragement of actively volunteering in classroom setting to ensure they will become their child’s first teacher and advocate in response to the needs of their children.

Year 1: Offering some meetings in the evening will allow more participation of working parents and possibly increase participation of fathers. Parent meetings are held during the school day and do not accommodate working families. Parent meetings have been held during the school day and do not accommodate working families.

Year 2-5: Continue to develop and expand topics offered to parents in the areas showing the need for growth from data. Continue to expand partnerships with local agencies and providers to better serve children and families. Continue to offer Parenting Classes using the Parenting Curriculum (STEP/Preschool) for all families to have the opportunity to participate in to enhance parenting skills, discipline skills, etc.

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

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### Expected Outcomes for Goal #2:

- More participation in the Parent Committees from parents/guardians including fathers in the Head Start Program
- More parent volunteers in the classrooms
- More opportunities for families to get their needs met through expansion of partnerships

### *Measured progress toward these goals will be documented by:*

- Parent Committee Sign-in Sheets
- Volunteer Sign-in Sheets
- Goals met on Partnerships as indicated on Program Information Report (PIR)

Parent Committee meetings continue to be an important component for our families. Many parents enjoy the opportunity to work with others to meet goals that they set at the beginning of the school year. Planning and implementing fund raising activities, field trips and other events offers parents opportunities to do create things for the children enrolled in each center. Work continues to build up each parent committee and to have consistent participation throughout the school year.

More Fatherhood activities will be planned at each center. These activities specifically target fathers to encourage their involvement with their child at school.

Due to COVID, it is not possible for volunteers to come into the centers, but we continue to encourage volunteers to help in other ways. It is critical to include parents or guardians who would like to volunteer so that they will have a better understanding of what is involved.

To increase the success of the Family Partnership process, a monthly meeting will continue to be scheduled with the Family Involvement Specialist and the teaching staff members who also serve as family workers. This monthly meeting continues to be a great benefit for communication between all involved and the teaching staff members have a better understanding of the follow-up that must take place to assist the families to succeed in reaching the goals that they set on

their Family Partnership Agreement. Teaching staff members are required to call the families after the children leave for the day to touch base and to follow-up on the goals, to offer support, and to be an advocate for the family.

The use of the Child Plus data system has been increased to capture data on success of families meeting the goals they set on their Family Partnership Agreements. This small change will be instrumental in successfully capturing all the successes our families have during the school year.

**Goal #3:** To increase Head Start Staff members ability to speak to English as a Second Language families, specifically Spanish speaking families to ensure that the communication is there to better serve the children and families.

Year 1: All teaching staff members in all centers will use the Rosetta Stone software to begin to learn Spanish. Interpreters will also be utilized until staff members are able to communicate on their own with Spanish speaking families.

Year 2-5: As new teaching staff members are hired; a focus will be made to ensure that dual language staff members are hired if possible.

Expected Outcomes for Goal #3:

- Better communication between staff and families
- More staff members in place who speak Spanish
- Staff will be better able to serve Spanish speaking families

***Measured progress toward these goals will be documented by:***

- Spanish speaking families will be better served by the Head Start Program because communication will be more understandable and their needs for their child will be met.
- Spanish speaking teaching staff members will have been hired to ensure better communication for Spanish speaking families.

The need for this goal continues to be shown as a need in the annual self-assessment done during 2021 Community Assessment completed in 2022. Terrebonne Parish continues to have an

increase in the population of Hispanic families and the Head Start Program has increased enrollment of dual language children.

The ability to communicate in Spanish with the Hispanic families who do not speak English has increased by way of phone applications, but communication continues to be a challenge. Work will continue to recruit and hire full time teaching staff members who are bilingual.

**Goal #4:** To collaborate with Terrebonne Parish School District's Special Education to coordinate services through agencies to ensure early intervention services for special populations.

Objective 1: Strengthen networks between Head Start and programs services children with disabilities prior to preschool age.

Year 1-5: Continue participation by Head Start staff members in the Regional Interagency Coordination Council for Region 3 to ensure that all children are being identified for early intervention in our area. Continue to build efforts to strengthen supports of families with children with disabilities.

Year 5: Analyze efforts to ensure that proper identification has been taking place over the period of the grant. Case Management meetings will each center to ensure full inclusion is scheduled prior to the start of the school year. Meetings with all providers and the parent/guardian are scheduled prior to the first day the child starts with Head Start as needed to ensure that any child with a disability is being served properly and fully. Revisit this to ensure early intervention has been offered appropriately across Terrebonne Parish.

Expected Outcomes for Goal #4:

- Early identification of children with disabilities
- Increase support for families with children with disabilities
- Continued partnership with all agencies who

***Measured progress toward these goals will be documented by:***

- Enrollment of children with disabilities
- PIR will show numbers of children served with disabilities



- Transition reports

Terrebonne Parish Consolidated Government's Head Start Program continues to have a great relationship with Terrebonne Parish School District. Collaboration between the two agencies for children with special needs works seamlessly. Response to Intervention, referrals and specialists providing services in each of the classrooms is planned and implemented between the two agencies. Children with special needs can obtain the services they need onsite without issue.

## 2. Long Range Goals and Short-Term Objectives

Terrebonne Parish Consolidated Government's Head Start staff use information or data obtained through the annual self-assessment, community assessment as well as data from the CLASS Observations and Teaching Strategies Gold Child Outcomes reports to make decisions for planning.

## 3. School Readiness Goals for 2022-2023:

School Readiness goals will be based on the child outcomes data from the first check point in October 2022. The goals will cover all developmental areas including Social& Emotional, Perceptual Motor and Physical Development, Language and Literacy Development, Cognitive and Approaches to Learning.

Terrebonne Parish Consolidated Government's Head Start School Readiness plan is reviewed annually. The Education Specialist convenes a School Readiness committee meeting and invites Governing Board, Policy Council members, parents, community partners and all staff to attend. Each group has a voice in how the goals are chosen and developed.

After the annual review of the School Readiness Plan, it was determined that the process to develop the goals and objectives needed to be changed. It was determined that the goals needed to actually come from what story the data is showing and not just a list of goals from the child outcomes data collection system but from the actual growth or needs of the children at each check point. The first check point data is collected at the end of the first of October each year.

#### **4. Program Impacts:**

At the conclusion of the five-year grant period, it is the hope that if all goals and objectives have been met, Terrebonne Parish Head Start will have made the difference in the following areas:

- Increased child outcomes for all children transitioning to Preschool or Kindergarten. The data for all children will show that they have the skills needed to succeed at the next level based on the School Readiness goals and objectives.
- Parents and guardians will realize by their active participation in the Head Start Program, how important their role as their child's first teacher is and will continue to be active in their child's journey as life-long learners.
- Terrebonne Parish Head Start staff members will be better able to communicate with families who speak Spanish only either because they have learned with online software or through other means. Spanish speaking families will feel more comfortable communicating their needs with staff members and their children's needs will be met.
- Children with disabilities will be identified early and their needs will be met through a system of agencies and providers.
- The long-range planning indicated a change to include the need to hire staff members who speak Spanish so that staff members can better communicate with Spanish only speaking families.
- Progress will be made in growth areas indicated in the Self-Assessment Action plan completed in 2022 and years forward. Work towards more staff members being able to communicate with Spanish speaking families will continue. Supporting teaching staff who work with children with severe behavioral issues is taking place in conjunction with Terrebonne Parish School District and with professional development. Use of the Head Start T/TA systems has been offered in this area and the information obtained is shared with all teaching staff members.

**SUB-SECTION B: Service Delivery**

**1. Needs of Children and Families**

a. Through a thorough review of community data as well as information from actual Head Start eligible children and their families, the following trends were revealed through the community assessment for Terrebonne Parish in the State of Louisiana:

- 1) Terrebonne Parish Louisiana exhibits a population in need for Head Start Programming for primarily three-year old children and their families in the areas of Houma, Schriever, Gibson and Gray. The lack of a wait list of children in the Gibson area continues to be an issue. A focused recruitment in this area of Terrebonne Parish continues.
- 2) The Head Start grantee is serving a significant portion of Part B eligible children and well above the 10% Head Start Act requirement. Additional discussion through the interagency agreement with the Part B provider will continue to be beneficial to ensure support and services in the natural environment of the Head Start classrooms.
- 3) The community would benefit from information, education, and partnerships in the area of health and mental health risk factors. The number of children with asthma is consistently above 20% of the total Head Start eligible children served by the grantee; however, additional Health Education is not documented. The availability of mental health services for young children has increased and the ability to refer families has been successful. This continues to be an area that must be strengthened, however.
- 4) The data collected for this community assessment was challenging in the areas of Part C, Part B, Foster Care, Child Abuse and Neglect, and Mental Health. The grantee's planning and service provision would be benefited from ongoing communication with community partners to share ideas and information. Interagency agreements are facilitated; however, implementation on data sharing is viewed as a challenge.

b. Health

Prenatal Care

Prenatal care is recognized as an important means of providing medical, nutritional, and educational interventions to reduce the risk of adverse pregnancy outcomes and to identify women at high risk for these outcomes. Women in prenatal care routinely receive tests for complete blood count and blood type, diabetes, syphilis, and other conditions. Newborn children are routinely tested for errors of inborn metabolism and other problems. Although these outcomes are rare, a positive test result triggers interventions that benefit both mother and child. Screening and testing undertaken as part of prenatal care has been responsible for substantial improvements in health and well-being. Beyond the positive effect on birth outcomes, prenatal care is a vital part of women's health care, as many women (particularly adolescents, minorities, and women of low socio-economic status) start wellbeing checkups only because of pregnancy.

**Medical Insurance**

Improving the well-being of mothers, infants, and children is an important public health goal for Head Start Programming. Their well-being determines the health of the next generation and can help predict future public health challenges for families, communities, and the health care system. The cognitive and physical development of infants and children are also influenced by the health, nutrition, and behaviors of their mothers during pregnancy and early childhood. The Grantee must assist families to obtain medical insurance to ensure the overall health needs are met. In the year of 2018-2019, the grantee reported that 92.7% of families accessed Medicaid coverage or La Chip benefits; and 0.03% had private insurance. Eight families did not report that they had any insurance and received assistance from program staff to find the coverage needed.

## **Nutrition**

The three main factors that affect weight are: metabolism, food intake, and activity level. While some individuals may have underlying physical disorders that cause them to gain or lose too much weight, most people can control their weight by matching their food intake to their activity level. Even though an individual's Body Mass Index (BMI) is, for the most part, within his or her control, the percentage of people in the United States who are overweight or obese has been steadily and dramatically on the rise. Adult obesity in Louisiana rose from 16% in 1991 to 27% in 2004, with the largest jump seen in the 18- to 24-year-old age group. Subsequently, adult obesity has continued to rise to 33.9% in 2009, with the highest prevalence in the 55- to 64-year-old age group (39.2%). Being overweight and/or obese substantially increases the risk for hypertension, high cholesterol, type II diabetes (adult onset), heart disease, stroke, and various cancers.

Based on the Grantee Head Start 2021-2022 PIR, 8.8% of children served were classified with obese with a BMI of at or above the 95<sup>th</sup> percentile. An addition 18.9% had a BMI the 95<sup>th</sup> percentile.

## **Immunization**

Vaccines are among the most effective and reliable methods to prevent and control disease. Every year, they prevent countless serious illnesses and thousands of possible deaths. About 100 million vaccine doses are given annually in the United States, most of them to infants and children as part of their routine immunization schedule.

Children are beneficiaries of the protection from infectious diseases that vaccines offer. While a few vaccines have prevented diseases from spreading, not all diseases have disappeared. The number of pertussis cases reported annually in Louisiana has ranged from 10 to 21 cases



since 2000. The undocumented fear that receiving the vaccine will do harm to the child should clearly out way the effects of a child's inability to fight a harmful disease.

The Head Start Program was able to report a 100% success rate for children served on its 2021-2022 PIR school year.

### **Oral Health**

Based on the 2006 Louisiana Health Report Card, recommendations for Oral Health included strengthening the fluoridation program infrastructure within Office of Public Health; provide education to the public, policy makers, and dentists regarding the status of optimal water fluoridation in Louisiana; and work with DHH Bureau of Health Services Financing to increase dental coverage for at-risk special-needs populations. Terrebonne Parish water report indicates 0.6 fluoride on average in Houma and 0.7 for Schriever. Recommendations are to maintain fluoride levels between 0.7 and 1.2.

The number of children who received preventative Dental Care since last year's PIR was reported was 127 children. In addition, 14 children were identified for needing additional dental treatment. 7 of the 14 of those children received the dental treatment recommended during the school year.

### **Disabilities**

In the State of Louisiana, the provider of services for Part C eligible children and families is the Department of Health and Hospitals through a contract with the Office for Citizens with Developmental Disabilities. This change occurred in July of 2007 and the transition is still completing.

Early Steps is Louisiana's Early Intervention System under the Individuals with Disabilities Education Act, Part C. Early Steps provides services to families with infants and

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

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toddlers from birth to three years (36 months) who have a medical condition likely to result in a developmental delay, or who have developmental delays.

Physicians and other healthcare professionals are mandated by the Federal Part C law to refer to Early Steps children between the ages of birth to three with a suspected developmental delay, and anyone may make a referral to Early Steps. Children with delays in cognitive, motor, vision, hearing, communication, social-emotional or adaptive development may also be eligible for services. If a child who fits any of these criteria, the Head Start Disability Manager refers the child to the System Point of Entry (SPOE) at Southern Louisiana Area Health Education Center.

The Part B program is facilitated by Pupil Appraisal in Terrebonne Parish School Board. The Grantee consistently enrolls children with signed Individual Education Plans into the program at the beginning of each year and identifying additional children thereafter.

### Needs of Dual language learning:

Characteristics of the needs of dual language learning include the integration of all language during child programming hours, children building foundations in all language through phonemic awareness and overall language development, and programs providing equal access to all languages through program instruction.

Many families who are dual language learners have begun to enroll their children into the Head Start Program. The increase in dual language learners has been increasing each year. The total percentage of families who were dual language learners during the 2018-2019 school year was 8.6%. The need to accommodate the needs of the dual language learners and their families by adding teaching staff who speak Spanish continues to be a priority.

## **2. Service Area**

The service areas in Terrebonne Parish that have been identified as showing the most need for Head Start services are listed below:

### **Gibson, LA (70356)**

In 2010, there were 166 children under the age of five reported to live in this area. However, as the children grew older, it appears that families are moving out of this area. City data reflects up to a 22% decrease in children between the ages of 5 and 18 from 2009 to 2010. The population is most stable in families with very young children or in retirement age range. The community is supported by the Terrebonne parish School Board that provides a pre-k programming.

### **Houma (city)**

Houma is a city in Terrebonne Parish, Louisiana, and the largest principal city of the Houma–Bayou Cane–Thibodaux Metropolitan Statistical Area. The city's powers of government have been absorbed by the parish, which is now run by the Terrebonne Parish Consolidated Government. The population was 33,727 at the 2010 census, an increase of 1,334 over the 2000 tabulation of 32,393. The city is nearly two thirds white.

The median income for a household in the city in 2010 was \$34,471, and the median income for a family was \$40,679. Males had a median income of \$35,897 versus \$22,202 for females. The per capita income for the city was \$17,720. About 16.4% of families and 20.8% of the population were below the poverty line, including 30.7% of those under age 18 and 17.3% of those ages 65 or over.

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

---

Population in 2011: 33,731. Population changes since 2000: +4.1%

White alone - 21,658 (64.2%)

Black alone - 8,196 (24.3%)

Hispanic - 1,626 (4.8%)

American Indian alone - 1,312 (3.9%)

Two or more races - 543 (1.6%)

Asian alone - 340 (1.0%)

Other race alone - 32 (0.09%)

Native Hawaiian and Other Pacific Islander alone - 20 (0.06%)

Percentage of residents living in poverty in 2009: 16.4%

(8.7% for White Non-Hispanic residents, 34.5% for Black residents, 14.2% for Hispanic or Latino residents, 32.0% for American Indian residents, 16.0% for other race residents, 22.9% for two or more races residents)

The zip codes in Houma include 70360, 70361, 70363 and 70364. After reviewing data by zip code, there appears to be a shift in populations for children ages 5-18 out of the 70363-zip code. In addition, the 70360 zip code had fewer tax returns reported at a gross income of less than \$25,000.

**Schriever, LA (70395)**

The demographics in this area are reported to be a majority of white individuals who are married and possess a high school diploma. These persons hold employment in construction,

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

---

oil/gas, or manufacturing. The percentage of residents living in poverty in 2009 was 15.2% which was an increase of 2.4% since 2000. The demographics of this sub-population include 12.9% for White Non-Hispanic residents, 26.9% for Black residents, 0.0% for Hispanic or Latino residents, and 0.0% for two or more races residents.

There were 2,000 households out of which 41.9% had children under the age of 18 living with them, 61.0% were married couples living together, 14.1% had a female householder with no husband present, and 20.9% were non-families. 16.1% of all households were made up of individuals and 6.0% had someone living alone who was 65 years of age or older. The average household size was 2.94 and the average family size was 3.29.

In the area the population was spread out with 29.6% under the age of 18, 11.4% from 18 to 24, 30.6% from 25 to 44, 20.4% from 45 to 64, and 8.0% who were 65 years of age or older. The median age was 32 years. For every 100 females there were 94.8 males. For every 100 females aged 18 and over, there were 93.6 males.

The median income for a household in the CDP was \$38,884, and the median income for a family was \$42,982. Males had a median income of \$33,338 versus \$21,477 for females. The per capita income for the CDP was \$14,449. About 10.0% of families and 12.8% of the population were below the poverty line, including 15.2% of those under age 18 and 12.2% of those ages 65 or over.

### **Gray, LA (70359)**

The median income for a household in 2000 was \$28,517, and the median income for a family was \$35,727. Males had a median income of \$31,827 versus \$19,792 for females. The per capita income for the CDP was \$12,676. About 21.4% of families and 23.7% of the population were below the poverty line, including 34.1% of those under age 18 and 14.3% of those ages 65 or over. By 2010, the population has increased by 12.6%. Percentage of residents living in



# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

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poverty in 2009 was 24.1% (9.2% for White Non-Hispanic residents, 40.7% for Black residents, 0.0% for Hispanic or Latino residents, 29.7% for American Indian residents, 0.0% for other race residents, 67.6% for two or more races residents). There was a reported increase in children birth to five by 33.77% from 2000 to 2010.

There are no proposed changes to any of the areas that are currently served by Terrebonne Parish Consolidated Government's Head Start program at this time.

### 3. & 4. Justification of Proposed Funded Enrollment and Program Options:

a. Terrebonne Parish Consolidated Government chooses to provide a center-based, full day, partial- year option for the children and families. In conjunction with the Terrebonne Parish School District, the center-based choice is the option felt to provide the most opportunities for the children enrolled to build all the skills needed to be Prekindergarten or Kindergarten ready when they leave Head Start.

Head Start children attend class each day of the week during the school year for six and half hours per day. This time frame allows the teaching staff to afford the most opportunity for learning during the morning time, factoring in time for required meals as well as a "nap time" for the children. Programming is scheduled from 8:30 am to 3:00 pm each day.

Terrebonne Parish Consolidated Government's Head Start Program opts for providing services during a traditional school year (August to May) or as a partial year. This option is elected due to the availability of food service through the local school district.

### b. Special Situation: Enrollment Reduction or Expansion

Terrebonne Parish Consolidated Government is not considering expansion or reduction of funded enrollment since last year. It is proposed that this program continue servicing 170 children and families in the current locations that are listed in 2. Service Area.

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

---

5. Centers and Facilities:

Terrebonne Parish as a whole, has been devastated by Hurricane Ida. Four out of five of the Head Start centers were damaged. Repairs and remediation are taking place at this time so that all centers can reopen to serve the children and families. Currently, three out of five centers are open. More information regarding the timeline for reopening will be forthcoming.

a. The locations that have been in use for many years continue to provide services to the neediest families in the areas chosen. These locations have been in the areas that the data shows that have most families in need based on income eligibility guidelines.

b. The staff members are trained annually and as needed to ensure that they can meet the health and safety needs of the children enrolled in the Head Start Program. Training requirements through the Louisiana Department of Education's Early Learning Licensing Regulations, the Louisiana Office of Public Health and the State Fire Marshal's office are used to ensure that all staff members have the knowledge of the guidelines and procedures to keep all children safe within the facilities, playground areas, on field trips and in Head Start vehicles.

Policies and procedures are in place and are reviewed by all staff annually and as needed to ensure that everyone is prepared to handle situations that may arise daily or in an emergency.

The facilities used also meet the guidelines through the Louisiana Department of Education's Early Learning Licensing Regulations, the Louisiana Office of Public Health, and the State Fire Marshal's office to ensure the health and safety of the children enrolled in the Head Start Program. The facilities used by the Head Start Program are inspected annually by all three State Agencies to ensure that staff members are following all regulations.

6. Recruitment and Selection:

The recruitment strategies used to ensure that services are provided to children and families in the greatest need begin with the selection criteria use by the Head Start Program. The Selection Criteria Committee reviews the criteria used in the past to select the neediest of the needy in Terrebonne Parish and those children and families recently selected. If the PIR data shows that any family issues have changed then the criteria used changes. For example, during a recent school year, the PIR data showed that great grandparents were raising children. More points were given to this type of family because of their need for assistance.

Recruitment of children and families begins in their communities. Flyers are mailed out, posted at local stores and staff members have gone door to door to introduce the program to families in the areas that are low-income areas that have the greatest need.

During the spring of 2020, the Head Start Program began working with the ACT III Network that includes all publically funded preschool programs and childcare centers that receive Child Care Assistance Payments through the Louisiana Department of Education to recruit and enroll families together so that all families have the chance to have their child placed in the best childcare or preschool option that meets their needs. There will be one application for families to fill out to apply for any of the publically funded preschool or childcare centers. The application is no longer done online but is offered along with the Head Start application.

In partnership with Terrebonne Parish School District, Head Start staff members work to identify any need that the children have that may require an evaluation. Response to Intervention tactics that are used to first work with the child to build skills and if needed, a referral is made to the local school board for evaluation. The Head Start Program does not have any issue with meeting the 10% requirement to work with children with disabilities. Currently, the percentage of children with disabilities enrolled in the Head Start Program is 20.53% (23 children) and several children have been-identified and referred for further evaluation by school board staff.

7. Transportation:

There are a small percentage of families who struggle with transporting their children to and from the Head Start centers. Families find a way to work out getting their child to and from school each day. Family Involvement staff members assist families with identifying ways to ensure that all children can attend Head Start. Some of these ways are to connect families with other families who live in the same area to carpool or to share information on the bus routes in their area. Terrebonne Parish Consolidated Government's Head Start Program continues to not have the funds to provide transportation.

8. Educational Services:

a. The Head Start Program has Lead Teachers in the ten classrooms that have the appropriate degree and experience in Early Childhood Education and are trained to use the Creative Curriculum. Each Lead Teacher uses the Creative Curriculum, child outcomes data, and information from the parents to design a learning plan for each child in their classroom. Other data such as the Brigance assessment and observations are used to track and ensure that all children meet their individual goals as well as meet the School Readiness Goals as outlined in Sub-Section C.

8. Health:

a. Head Start staff members begin working with parents and guardians during the first meeting to request that their child receives a physical and dental exam from their medical and dental providers. If the parent or guardian does not have a medical or dental home, information is given to them, and assistance is provided to make the necessary appointments. Transportation is also provided if needed to ensure that the health needs are met.

Head Start staff members share with parents and guardians during the first home visit and orientation that all children will brush their teeth daily. The toothbrushes and toothpaste are

provided to all children by the program. Oral health is also included in the curriculum planning so that not only are the children brushing their teeth, but they are also exposed to good information at their developmental level on the benefits of having good oral health.

The Head Start Program participates in the Child and Adult Care Food Program through the Department of Education's Division of Nutrition. Following the guidelines of the CACFP and by contracting with a local Dietician, the Head Start Program ensures that the meals provided to the children enrolled meet the USDA requirements. Terrebonne Parish Consolidated Government contracts with the local school district to provide meals for the children at all five centers.

b. As parents and guardians return their dental and physical forms to the Health Specialist, these forms are reviewed to find out if any concerns were noted. If so, the Health Specialist follows up with the parents and guardians to find out if the necessary appointments were made and to help with the follow up appointments if needed. The Health Specialist uploads all the data on each dental and physical form into the tracking software and runs a report monthly and as needed to track whether the parent or guardian has completed the follow up appointments. All the follow up appointments are within the mandated timelines. If needed, transportation to follow up appointments is available.

9. Family Services and Social Services:

a. During the initial home visit, family workers introduce the parents and guardians to the Family Partnership Process. Parents and guardians, who choose to participate in the Family Partnership Process, list the goals and priorities for their family. Once the family workers review the Family Partnership Agreement with the family, they share the necessary information with the family to assist them in meeting their goal. For example, if a family is looking for low-income housing, the family worker shares a list of options in Terrebonne Parish. The Family worker will help such as help with phone calls, etc. to support the parent or guardian to meet their goal of



finding low-income housing. Periodically, the family worker will call or talk with the parent or guardian to find out the status of finding low-income housing and help as needed.

At parent committee meetings, the Family Involvement Specialist invites the agencies and providers that partner with the Head Start Program to share information on what their program provides. The Family Involvement Specialist surveys the parents and guardians to find out what topics they are interested in hearing about as well as reviews the Family Partnership agreements to choose those providers who can share information that might best meet the parents and guardians' goals.

b. Teaching staff members are included in the parent committee meeting so that they can share what activities will be going on in the classrooms during the next few weeks or months. Parents and guardians are invited to volunteer in the classrooms to assist teaching staff and are invited to participate in center wide activities such as Fall Fest or other holiday celebrations.

The teaching staff members act as the family workers so that the relationship between staff and families could grow in a meaningful way. The teacher/family worker can not only discuss the child's growth and development in the classroom, but she can also follow up with the parent to find out how the status of meeting the goals set on the Family Partnership agreement.

c. Each teacher/family worker is assigned half of the classroom's families on his or her caseload. There are 17 children enrolled in each classroom. This low caseload number allows for the opportunity to build deeper relationships with parents and guardians.

During the first home visit, the teacher/family workers have conversations with each parent or guardian to find out what their needs or priorities are for themselves, their children, and their family. These initial conversations or assessments help the teacher/family worker determine the approach that will be used to assist the family to meet the goals they choose to put on the Family Partnership Agreement.

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

---

d. To facilitate parent participation, program events, parent committee meetings, program committee meetings are offered at times that are most convenient to the families. The parents and guardians at each center choose the time and date of the parent committee. Transportation and babysitting are offered for Policy Council members so that their participation is supported. To get parent/guardian participation, the Health Services Advisory Committee meets at a time that best meets the family's needs.

e. To ensure that the program has the maximum child attendance, procedures are in place so that the teaching staff informs the Family Involvement Specialist as soon as a concern with attendance arises. A weekly meeting is held with the ERSEA Specialist, Family Involvement Specialist, and the Head Start Administrator. The Family Involvement Specialist reviews the weekly absentee report and contacts each Lead Teacher to find out the status of attendance. If needed, a meeting with the parent or guardian takes place to find out what the issues may be blocking attendance and assistance is offered. If no contact is available, a home visit is made by the Family Involvement Specialist and the Teacher/family worker assigned to the family. Support to find out what the issue is for the lack of attendance and support is given to the family so that the child's attendance increases.

10. Terrebonne Parish Consolidated Government does not provide Early Head Start services.

11. Transition:

b. On an annual basis, Head Start staff members arrange for a Transition visit for each child to the elementary school that they will be attending Preschool or Kindergarten during the next school year. The Transition visit includes meeting the Principal, Master Teacher, and other staff members. Head Start children visit Preschool or Kindergarten classrooms, walk through the classes to meet the Preschool or Kindergarten Teachers and if possible, can participate in a small or large group activity with the other children currently enrolled in the class. While present at the elementary schools, Preschool Teaching staff members meet with the Head Start parents and

guardians to share information on what to expect when they enroll their children in the preschool or kindergarten classes.

c. Early Head Start services are not provided but if a parent or guardian chooses to transfer their child from one Head Start classroom to another during the school year, assistance with that move is given to the child and family to make the move as smooth and stress free as possible.

12. Coordination:

a. The Head Start Program is a partner in the ACT III Network (T-PIECE) in Terrebonne Parish. The other partners include public preschool programs and private childcare centers who receive Child Care Assistance Payments (CCAP). Through the network, training and technical assistance has been provided to increase the quality of early childhood services that include information on increasing capacity for the teachers in the classrooms, health, and developmental services.

The regional Resource and Referral agency is also working with the network partners to increase capacity in using the CLASS observation instrument, Teaching Strategies Gold, and curriculum. The Louisiana Department of Education recently approved using the Creative Curriculum in the public preschool programs.

b. The Head Start Program has a Memorandum of Understanding with both the local school district (Part C) and the Early Steps Program (Part B) to ensure that any child with disabilities is served in the most appropriate setting.

The MOU with the Early Steps Program is in place to ensure that any child who reaches the age of three years is referred to the Head Start Program for placement. Applications are provided to Early Steps staff members to share with families who are ready for their child to transition out of the program and into another appropriate educational setting. A Head Start staff

member attends the quarterly Regional Interagency Coordination Council meeting to ensure collaboration and communication between agencies.

The Head Start Program has an Interagency Agreement with Terrebonne Parish School District to ensure that referrals are received and processed and that services to children enrolled in the Head Start Program who have Individual Education Plans receive the services on site at the five Head Start centers. The interagency agreement also includes a partnership for sharing professional development opportunities for both Head Start and school district staff members to continue to build capacity amongst teaching staff working with children with disabilities.

Once a Head Start teaching staff member identifies a child who may need early intervention, an intervention plan is created and started with the child. If those interventions fail the teaching staff informs their supervisor and the child's needs are discussed at a case staffing meeting. If the case staffing committee members feel that more assistance is needed, a referral will be made to the local school system. First, the family is contacted by the Disabilities Specialist to discuss the concern and to fill out the referral packet. The packet is sent to the Pupil Appraisal office within the Special Education division of the local school district. A screening is scheduled and if needed a full evaluation is completed on the child by school board staff. An IEP is then completed and is shared with the appropriate Head Start staff members so that those staff members know what services are being offered and to incorporate the child's needs into the individual plan created by Head Start teaching staff members for that child.

#### **SUB-SECTION C: Approach to School Readiness**

**There are no changes in this section.**

##### **1. Child Assessment Data**

- a. The child assessment tool that is used for the initial developmental screening is the Brigance Early Childhood screening tool. This screening tool is used because it has

shown success in identifying developmental delays in language, motor, self-help, and the social emotional area of development. This initial screening tool was chosen because it best fit the children enrolled in the Head Start program.

b. The data obtained from the Brigance screening tool and from Teaching Strategies Gold are used to develop each child's individual program plan and used to track child outcomes. Data is also used to ensure that all School Readiness goals/objectives are met for the Head Start Program. Data is used to look at trends in the classrooms, centers, and the program for professional development needs of the teaching staff.

Child Outcomes data is obtained and inputted into Teaching Strategies Gold three times per school year. Teaching staff upload daily observations into the data system to show growth and/or to see the needs of the children on an ongoing basis. If a child has met his or her goals, then the teacher adds more to his/her plan. If the child shows that he/she is struggling with a particular goal, then the teacher may adjust the goals to help the child master it.

- c. i. The Child Outcomes data along with data obtained from the Concepts of Print and daily observations are used to track the Head Start Program's progress towards meeting the goals and objectives on the School Readiness and PFCE Plans. Adjustments in the classrooms and program planning/procedures are made as needed to ensure that goals and objectives are met.
- ii. Data is shared with parents, Policy Council members, Governing Board, and the community in several ways. Committee meetings are scheduled to share the information directly with the parents. The data is shared with the Policy Council and Governing Board in the monthly packets and the data is posted on the Head Start link that is on the TPCG website ([www.tpcg.org](http://www.tpcg.org)).



- iii. Data is used for constant improvement in all areas of the Head Start program. Child assessment data collected and data from the annual Program Information Report, self assessment, CLASS scores, community assessment, parent surveys and more is used to improve the outcomes for the children and families enrolled. Annually, each content area plan is reviewed and revised as needed. The data from the reports mentioned above are used for program improvement and staff development.
- d. All staff members involved in the use of assessment tools, data collection, data input and reporting are trained and retrained as needed to ensure the fidelity of assessment tools are maintained. Ongoing monitoring of the staff members who use the various assessment tools will do to ensure that each one is using the tool appropriately and without bias. Double coding is and will continue to be performed as necessary to ensure that the assessor is completing assessments properly.
2. Curriculum:
- a. The Creative Curriculum for Preschoolers is the curriculum used by the Head Start Program. The curriculum was chosen because it best meets the developmental needs of the three and four-year old children enrolled in the program. It is rich in the language and literacy components, and it incorporates the cultural needs of the children and families who participate in the Head Start Program.
- b. The Creative Curriculum is incorporated fully into Teaching Strategies Gold. As the teaching staff members identify the needs of the child, Teaching Strategies Gold offers suggestions to build the skills to meet the goals that come directly out of the curriculum.
- c. The curriculum is aligned with the Head Start Child Development and Early Learning Framework and the Louisiana Early Learning Guidelines. Having a curriculum that aligns with the Head Start Child Development and Early Learning Framework and the state

guidelines ensures that the Head Start Program has a tool that will ensure that the children enrolled will meet the school readiness goals they need to succeed when they transition to Preschool or Kindergarten.

3. Staff-Child Interaction Observation Tools:

- a. The Head Start Program uses the CLASS Observation tool to ensure that the most appropriate teacher/child interactions are occurring in the each of the ten classrooms.
- b. The scores obtained from the observations conducted using the CLASS Observation instrument are used for constant program improvement.
- c. The data obtained from the CLASS scores is used to drive professional growth. As each observation is completed on each Lead teacher, a debriefing is held with the Lead teacher and CLASS observer. Scores are not shared at that debrief, but information on areas of strength and areas for growth are shared. If necessary, an action plan is set up for the Lead Teacher to build the skills for growth.

CLASS scores are also used to look at the program as a whole. When an observation is completed, it is just a snapshot of one day in that classroom and of the Lead teacher. The data is used to improve the skills of all staff.

- d. The Head Start Program now has five Reliable CLASS Observers on staff. Annually, each Reliable CLASS observer must retake the CLASS Reliability test and score a certain score to maintain her status as a Reliable CLASS Observer. This is mandated through Teachstone, Inc. Funding and training are made available to these Reliable CLASS Observers to ensure that they maintain the proper understanding of the CLASS tool. Calibration for all observers is done twice per year though the Louisiana Department of Education as well.

SUB-SECTION D: Parent, Family and Community Engagement

**There are no changes in this section.**

1. Families are included in every aspect of the goal setting process so that the goals and objectives that are identified are their own. During the initial home visit, families meet with the Teacher/Family Worker who offers the opportunity for the family to participate in the Family Partnership Process. The process is explained to the family and if the family chooses to participate, a conversation takes place with the Teacher/Family worker to identify the family's priorities. These priorities are then discussed to set up the goals and objectives to meet these priorities.

As the relationship develops, the Family workers learn the best approach to use with the family. Some families need more assistance than others. The Social Services Specialist assists the Teacher/Family Worker in sharing information on where the family can get the assistance, they need to meet the goal. Phone numbers, addresses, contact names and more are given to the families. Each week, the teaching staff/family workers touch base with the family to find out the status of meeting the goals and to find out if more assistance is needed. This continues until the goal is met.

Head Start staff members, including parents and teaching staff, are currently working on an Action Plan that includes data collected that has been used to target outcome areas that the group wants to target to increase growth. All Head Start staff must be included in the decision-making process in choosing goals/objectives or priorities for any action plan to have success.

2. With the assistance of the Head Start T/TA Early Childhood Specialist, the Head Start staff used the Integrating Strategies for Program Progress (ISPP) to increase engagement with all staff members in the Head Start Parent, Family, and Community Engagement Framework. The ISPP will be completed by parents and all staff members. This tool was used to identify outcome

areas that need growth. Goals and objectives will be set by the group for each outcome to develop stronger family outcomes. This work is in progress. A PFCE Action Plan has also been developed to pinpoint specific areas to target to assist families. Use of the PFCE Action plan began at the start of the 2020-2021 school year.

3. Data collected from the Family Partnership Agreements and parent surveys will be used along with PIR data to support goals and objectives in the School Readiness and PFCE Plan. The data collected on family progress will be analyzed by Head Start staff and parents to assist in determining the goals and objectives program wide but also for individual children.

#### SUB-SECTION E: Governance, Organizational and Management Structures, and Ongoing Oversight

1. The Governing Board of Terrebonne Parish Consolidated Government is the local Parish Council.

a. b. c. Governing Board (Parish Council) members have no financial conflicts of interest with the Head Start Program. Members do not receive any compensation for directly providing services for the Head Start program and there are no family members of Governing Board members employed by the grantee who work for the Head Start Program.

The Parish Council members (Governing Board) are elected officials. In Section 642 ©(B-D) of the Head Start Act, (v) “Exceptions shall be made to the requirements of clauses (i) through (iv) for members of a governing body when those members oversee a public entity and are selected to their positions with the public entity by public election or political appointment”.

2. a. Once the grantee received the funding to operate the Head Start Program, the formal structure for program governance was established with the Governing Board. It is understood

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

---

that the Governing Board that it has the legal and fiscal responsibility of the Head Start program. Oversight of the quality of services has been given to grantee staff within the Housing and Human Services Department of Terrebonne Parish Consolidated Government. The oversight of the services falls to the Director of the Housing and Human Services Department and the Head Start Administrator. The financial structure of Terrebonne Parish Consolidated Government allows for proper accountability of the Federal funds for the Head Start Program.

b. The Head Start Administrator is responsible for monthly reporting of information including expenditures, credit card expenses and program planning. The Policy Council and Governing Board members receive a monthly packet that includes the Policy Council agenda, supporting documentation, monthly expenditures with credit card expenses listed in a special document for checks and balances.

c. The Governing Board chooses and approves the auditor and the annual audit report. The Chief Fiscal Officer may make a recommendation to the Governing Board on options for the official Parish Auditor, but the ultimate approval comes from the Governing Board.

d. Policy Council members are included in every aspect of the planning and decision-making process within the Head Start Program. Policy Council members are included in all planning committees, i.e., Education/Transition Committee, Health Services Advisory Committee, and School Readiness/PFCE Committee among many. Work at the committee level is brought to the Policy Council for their approval and then sent to the Governing Board.

e. Representatives on the Policy Council are chosen from the community and from the Head Start Centers. The five Head Start centers are located throughout the community and serve families who live in those very diverse communities.

f. Overall agency priorities and operational systems are set by the Head Start Administrator with the assistance of the Housing and Human Services Director. Monitoring of



Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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the systems of the Head Start Program falls to the Head Start Administrator. Systems are in place to conduct daily, weekly, monthly, annual review of program systems. Management staff members continue to work in conjunction with leadership to provide ongoing monitoring that ultimately ensures that quality services are provided in a safe and healthy environment to all children and families enrolled in the Head Start Program.

g. The Community Assessment, Self-Assessment, ongoing monitoring, and outcomes-based evaluation is done with the leadership of the Head Start Administrator. Planning for completion and analysis of the data collected is set in program plans as outlined in the Head Start Performance Standards and the Head Start Act. All data collected is used to evaluate the quality of the services provided so that constant improvement is possible.

3. There has been no delegation of responsibilities of any advisory committees by the Governing Board.

4. There are five Head Start Centers within Terrebonne Parish Consolidated Government's Head Start Program. Each center is representative of the community where it is located. One Parent Representative and one Parent Alternate Representative is elected to represent the center on the Policy Council. The Parent Representative and Alternate Representatives are elected by their peers at the Parent Committee at each Head Start Center.

There are three Community Representatives on the Policy Council. One Community Representative is a Parish Council member who is appointed by the Chairperson of the Governing Board. The two other Community Representatives are elected by the Parent Representatives of the Parish Council.

5. Included in the attachments is a copy the organizational chart for the Head Start Program. The Housing and Human Services Director manages the state and federal grants related to human services. The Head Start Administrator is responsible for the total operation of the Head Start

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

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Program and reports to the Housing and Human Services Director. There are five Program Specialists who are responsible for their assigned content areas and each Program Specialist reports to the Head Start Administrator. The Program Specialists include an Education Specialist, Social Services Specialist, Community Outreach Specialist, Health Specialist, and a Nutrition Specialist.

6. Terrebonne Parish Consolidated Government hiring process for Head Start employees begins with a drug screen and a criminal background check. The criminal background check is obtained through the Louisiana State Police. Once the criminal background check has been completed, the applicant is sent to receive a physical and a tuberculosis screening. Each employee receives an updated physical every three years as is required by the Louisiana Department of Education Early Learning Center Licensing Regulations. Each Program Specialist has a tracking system for ensuring that their subordinates are up to date on their physicals. Human Resource staff will arrange for the employee to receive the physical through the medical provider contracted through Terrebonne Parish Consolidated Government.

7. An organizational chart is in place to ensure that quality services are delivered to the children and families enrolled in the Head Start Program. There is an Ongoing Monitoring plan that all management staff follow to ensure that quality services and the children are served in a safe and healthy environment.

### Head Start Administrator

The Head Start Administrator has a bachelor's degree in Home Economics, major focus was Child Development. The Head Start Administrator has been employed by the grantee for twenty years and has thirty-eight years of experience working with children and families.

#### Education Specialist

The Education Specialist has a bachelor's degree in Family and Consumer Science/Child and Family Relations. She also has an associate degree in Early Childhood Education. She has been employed by the grantee for eleven years and has fifteen years' experience working with children and families. She has seven teaching experience in preschool classrooms. She is a CLASS Reliable Observer. The Education Specialist is responsible for the training needs for the education staff and is a Pathways approved trainer.

#### Health, Mental Health, Disabilities Specialist

The Health, Mental Health and Disabilities Specialist has an associate degree in Early Childhood Education. She has been employed by the grantee for twenty-four years. The grantee contracts with a Mental Health professional to provide the classroom observations that are required through the Head Start Performance Standards. Disabilities services are coordinated with the local education agency to ensure access for the children and families. This Specialist tracks the health and dental needs of the children and assists the families with referrals as needed.

#### Community Outreach Specialist

The Community Outreach Specialist is responsible for Eligibility, Recruitment, Selections, Enrollment and Attendance. She has been employed by the grantee for nineteen years and has seventeen years of experience working with children and families as a preschool teacher. The Community Outreach Specialist is also responsible for ensuring that the program is connected to all appropriate partnering agencies so that the children and families have easy access to services they need in Terrebonne Parish.

#### Family Involvement Specialist

The Family Involvement Specialist is responsible for all the Parent, Family, and Community Engagement and parent involvement activities. She supervises the family workers (teaching staff) to ensure that every family has been offered the opportunity to participate in the Family Partnership Agreement process and to be an active participant in the Head Start Program. She recently hired by the grantee has ten plus years of experience working with families.

#### Nutrition Specialist

The Nutrition Specialist is responsible for oversight of the Child and Adult Care Food Program. She supervises six Food Service Technicians. The grantee contracts with the local education agency for meals. The Nutrition Specialist has been employed by the grantee for fifteen years and has been in her current position for twelve years. The Nutrition Specialist is responsible for ensuring that all food service workers receive the required training and are following all Head Start, Health Department and Child and Adult Care Food Program guidelines.

#### Fiscal Staff

Fiscal staff are hired and employed by the grantee. These employees are not Head Start employees who only work for the Head Start Program for a small percentage of time. The grantee ensures that these employees have the qualifications and experience needed.

8. Comprehensive services that include facilitating effective teacher-child interactions will be provide by teaching staff by implementation of the CLASS tool, Second Step Early Learning, and Teaching Strategies Gold activities. There are now five Reliable CLASS Observers on staff who can provide mentoring and guidance to ensure positive outcomes in the classrooms. The T/TA Early Childhood Specialist provides regular and ongoing guidance for Practice-based Coaching for the "Peer Coaches" on staff. All children have individualized plans with parent input. All education staff members have built their capacity to used data to show growth in the

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

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children in their classrooms which enable the teachers to support positive outcomes in the children. All staff members have professional development plans to support their ongoing professional growth. These plans are reviewed several times during each school year to ensure that training/capacity building is meeting the goals.

9. The leadership team of the Head Start Program meets monthly for planning purposes. Content area plans are reviewed annually and as needed including parents, Policy Council and Governing Board members to ensure that plans are in line with School Readiness and PFCE plans. These plans are approved by Policy Council and Governing Boards. Data is used to drive planning. CLASS scores, PIR data, child outcomes data, Self Assessment and Community Assessment data is used for planning. Parents, Policy Council and Governing Board, and the community are informed of the School Readiness and PFCE Plans, Child Outcomes Data, PIR and the annual report on the grantee's website ([www.tpcg.org](http://www.tpcg.org)). Financial reports are given to the Policy Council and Governing Board monthly including a report on credit card expenditures. The Self-Assessment is conducted by management, staff members.

Once the data was collected, an Action Plan was set to show what growth areas need attention and the plan for correction including who is responsible and the timeline given for completing. The 2019 Self-Assessment Action plan has been uploaded onto the HSES. This plan is shared with the Policy Council and Governing Board for approval.

10. Parent surveys are given by the Family Involvement Specialist to determine the training topics that the parents desire. These training are given at parent committee meetings, or a special training is set a location where all parents can attend. Parents are invited to staff training sessions as appropriate. Policy Council and Governing Board members are trained annually in November of each year. The Policy Council members are seated in October and are trained at the beginning of the next Policy Council meeting. Governing Board members receive their annual training along with the annual report in November. Faculty and staff members receive the required DOE



Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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Early Learning Center Licensing Regulations training during training sessions scheduled during the summer. Ongoing training occurs during the school year to address topics chosen by staff member or topics driven by review of child outcomes data, etc.

**Section II. Budget and Budget Justification Narrative**

**A. PERSONNEL**

Terrebonne Parish Consolidated Government's Head Start Program budgets for forty employees who receive 100% of their salary from Head Start funds. There are five other employees who spend a smaller percentage of time working on Head Start issues. These employees receive a portion of their salary from Head Start funds. These employees include the Housing and Human Services Director, her executive secretary, HHS Administrative Coordinator, the Federal Grants Accountant, and an Accountant I.

In compliance with ACF-PI- HS-08-03, Terrebonne Parish Consolidated Government assures that no funds are charged to the Head Start grant or any other Federal program either as a direct cost or any proportion as an indirect cost for any employee whose compensation exceeds \$ 172,200.00.

**Program Costs**

|       |                 |    |         |
|-------|-----------------|----|---------|
| Wages | 239-193-8111-01 | \$ | 936,414 |
|-------|-----------------|----|---------|

**Administrative Costs**

|                    |                 |    |         |
|--------------------|-----------------|----|---------|
| Wages              | 239-658-8111-10 | \$ | 936,566 |
| Admin Allocation   | 239-658-8171-51 | \$ | 7,475   |
| Allocated Salaries | 239-658-8176-53 | \$ | 32,268  |

**Total Personnel (excluding substitutes) \$ 1,072,723**

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

**B. FRINGE BENEFITS**

Terrebonne Parish Consolidated Government's Head Start Program sets aside money in the annual Head Start budget that is allocated to pay the employer's portion for the fringe benefits for all employees. Funds allocated through the general funds will be used to cover most of the cost of the fringe benefits for the Head Start employees.

|                           |                 |    |                                     |                          |
|---------------------------|-----------------|----|-------------------------------------|--------------------------|
| FICA                      | 239-193-8121-01 | \$ | 64,956                              |                          |
| Unemployment Compensation | 239-193-8132-01 | \$ | 15,667                              |                          |
| Group                     | 239-193-8131-01 | \$ | 53,304                              |                          |
| Admin Personnel Fringes   | 239-658-8111-99 | \$ | 7,397                               |                          |
|                           |                 |    | <b><u>Total Fringe Benefits</u></b> | <b><u>\$ 141,324</u></b> |

**E. SUPPLIES**

**1. Office Supplies**

Funding is allocated for Program and Administrative staff to purchase needed office supplies. Not only are supplies such as pens, paper, etc. purchased, stamps, laminating paper and other types of supplies are needed for the Head Start staff to have what they need to provide quality services to children and families. A portion of the cost to renew anti-virus software for classroom and administrative computers is set aside in this line item.

|                           |                 |    |              |                        |
|---------------------------|-----------------|----|--------------|------------------------|
| Operating Supplies        | 239-193-8225-01 | \$ | 375          |                        |
| Office Supplies & Postage | 239-193-8225-25 | \$ | 17,000       |                        |
|                           |                 |    |              |                        |
| Office Supplies & Postage | 239-658-8211-01 | \$ | 660          |                        |
|                           |                 |    | <b>Total</b> | <b><u>\$18,035</u></b> |

**2. Child and Family Services Supplies**

This line item includes Classroom Materials and supplies and Health Services supplies.

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

## Year Two

06CH010297

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The Education Specialist and the teaching staff work together to purchase supplies and materials that are developmentally and age appropriate for use in preschool classrooms. These materials may include but are not limited to replenishing art supplies, easel paper, scissors, and more. Puzzles and math manipulatives and books are consumable items that need replacing often. Gross motor materials and outdoor play supplies are also purchased with the money allocated in this line item.

The items in the Health Services Supplies allocation include diapers, pull-ups, toothbrushes, toothpastes, latex gloves, and first aid supplies for all classrooms to have available to meet the needs of the children and staff throughout the school year.

|  |                 |    |        |
|--|-----------------|----|--------|
| Classroom Materials and<br>Supplies      | 239-193-8225-21 | \$ | 10,000 |
| Health Services Supplies                 | 239-193-8225-22 | \$ | 3,250  |
| Total Child and Family Services Supplies |                 | \$ | 13,250 |

### 3. Food Service Supplies

The supplies in this line item include Disposable Nutrition supplies and Kitchen/Cleaning supplies.

#### Disposable Nutrition Supplies (239-193-8225-23)

Supplies allocated to this line item include items such as hairnets, aprons, food handler's gloves, thermometers, ice chests, food warmers, carts, etc.

#### Kitchen/Cleaning Supplies (239-193-8225-24)

Items in this line item include bleach, mops, brooms, dish soap, etc. is purchased for use in all classrooms and kitchens in the Terrebonne Parish Consolidated Government's Head Start Program. The Teachers, Assistant Teachers, and Food Service Technicians strive to have a healthy and clean environment in each classroom by meeting the regulation set by the Health Department's Sanitation Code as well as the Day Care Licensing, Class "A" regulations.

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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|                               |                 |    |       |
|-------------------------------|-----------------|----|-------|
| Disposable Nutrition Supplies | 239-193-8225-23 | \$ | 3,250 |
|-------------------------------|-----------------|----|-------|

|                           |                 |    |        |
|---------------------------|-----------------|----|--------|
| Kitchen/Cleaning Supplies | 239-193-8225-24 | \$ | 16,500 |
|---------------------------|-----------------|----|--------|

|                             |    |        |
|-----------------------------|----|--------|
| Total Food Service Supplies | \$ | 19,750 |
|-----------------------------|----|--------|

**TOTAL SUPPLIES**

**\$ 51,035**

**F. CONTRACTUAL**

**2. Child Services Consultants**

Health/Disabilities Services (239-193-8325-01)

The Head Start Program contracts with a Mental Health Consultant each year to ensure that the children and families enrolled in the program have access to consult with a mental health professional. The mental health consultant reviews each child's mental health screening and will make recommendations to the Health Specialist and parents if needed.

**Mental Health Consultant**

The mental health consultant is available to observe each classroom as needed during a school year and she assists the teaching staff by preparing a behavior plan if needed. The Mental Health consultant will also make subsequent visits to follow-up on any behavior plan that is put in place to ensure that the plan is meeting the needs of the child and if not, would make any adjustments that are needed. The Mental Health consultant is also available for training staff and parents on mental health, behavioral concerns, stress, depression, and other topics.

**Nutrition Consultant**

Annually, the Nutrition Specialist sits with the Dietitian to review all the menus provided by the Food Vendor to ensure that each meal conforms to the CACFP requirements and to ensure that the meal provides the components of a healthy diet for preschool age children. If needed, the Nutrition Specialist meets with the Dietitian to discuss any child whose height/weight indicates

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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that there might be an issue. The Dietitian is available to meet with any parent to discuss concerns regarding their child's nutritional health.

|                              |                 |    |     |
|------------------------------|-----------------|----|-----|
| Health/Disabilities Services | 239-193-8325-01 | \$ | 250 |
|------------------------------|-----------------|----|-----|

---

|                       |                 |    |     |
|-----------------------|-----------------|----|-----|
| Disabilities Services | 239-193-8353-36 | \$ | 250 |
|-----------------------|-----------------|----|-----|

**8. Other Contracts**

There is a contract in place for Terrebonne Parish Consolidated Government's Head Start Program to provide services for children and families. These contracts include a janitorial contract for the administrative office.

|                     |                 |    |       |
|---------------------|-----------------|----|-------|
| Janitorial Contract | 239-658-8325-10 | \$ | 5,000 |
|---------------------|-----------------|----|-------|

|                 |                 |    |       |
|-----------------|-----------------|----|-------|
| Copier Contract | 239-193-8323-01 | \$ | 6,300 |
|-----------------|-----------------|----|-------|

|                           |                 |    |      |
|---------------------------|-----------------|----|------|
| Other Contracts & Rentals | 239-658-8325-01 | \$ | 0.00 |
|---------------------------|-----------------|----|------|

|                          |  |  |                  |
|--------------------------|--|--|------------------|
| <b>TOTAL CONTRACTUAL</b> |  |  | <b>\$ 11,800</b> |
|--------------------------|--|--|------------------|

**H. OTHER**

**4. Rent**

The lease for the Gibson Center is contracted through the Recreation District # 8 in Gibson, LA. This lease covers the cost of the lot that the portable classroom is set up on for servicing the children and families in the Gibson community.

|      |                 |    |       |
|------|-----------------|----|-------|
| Rent | 239-658-8322-02 | \$ | 1,800 |
|------|-----------------|----|-------|

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# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

Total Rent \$ 1,800

### 3. Utilities/Phone

Communication services, including phone and facsimile services, are connected in each classroom or site and for the administrative staff who are housed in the Housing and Human Services Department. Funds are allocated based on past years usage. Cell phone allowance or pagers for administrative staff are paid for through this line item.

|                         |                 |    |        |
|-------------------------|-----------------|----|--------|
| Communication Equipment | 239-193-8316-01 | \$ | 30,225 |
| Communication Equipment | 239-658-8316-01 | \$ | 4,825  |
| Utilities (Electricity) | 239-193-8311-01 | \$ | 23,000 |
| Utilities (Classroom)   | 239-193-8311-03 | \$ | 3,500  |
| Gas                     | 239-193-8313-01 | \$ | 1,000  |
| Total Utilities/Phone   |                 | \$ | 62,550 |

### 4. Building & Child Liability Insurance

Terrebonne Parish Consolidated Government's Head Start Program purchases Building, General Liability and Child Accident Insurance annually to ensure that this type of insurance covers all the buildings and the children who participate in the Head Start Program in case an accident occurs on our premises. The Child Accident Insurance is also a requirement of the DSS, Bureau of Licensing requires for each Head Start Center.

|  |                 |    |        |
|--|-----------------|----|--------|
| Physical Plant Insurance                   | 239-193-8333-01 | \$ | 3,806  |
| Other Insurance (Child Liability)          | 239-193-8331-06 | \$ | 1,000  |
| Cyber security Liability Insurance         | 239-193-8334-16 | \$ | 459    |
| General Liability Insurance                | 239-658-8331-01 | \$ | 46,380 |
| Total Building & Child Liability Insurance |                 | \$ | 51,645 |

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

## 5. Building Maintenance/Repair and Other Occupancy

The Head Start Program maintains all the building leased or owned. Expenses for pest control, bottled water for the classrooms, lawn service, licensing fees, alarm monitoring fees, fire extinguisher inspections, etc. are included as other occupancy.

### Building Maintenance &

|                    |                 |    |        |
|--------------------|-----------------|----|--------|
| Repair             | 239-193-8412-01 | \$ | 25,000 |
| Equipment Repairs  | 239-193-8422-20 | \$ | 0.00   |
| Other Fees         | 239-193-8349-01 | \$ | 22,000 |
| Other Fees         | 239-658-8349-01 | \$ | 1,500  |
| Licenses & Permits | 239-193-8342-04 | \$ | 500    |

### Total Building Maintenance/Repair and Other

Occupancy \$ 49,500

## 8. Local Travel

Funds in this line item are allocated for non-vehicular field trips and on-site visits from the petting zoo, Mobile Aquarium for the Teachers and Assistant Teachers to plan with the Education Specialist as a supplement to the curriculum used in the classrooms. Field trip funds are used to have vendors come to the centers to provide educational activities instead of leaving the centers. Funds for fuel expenses and vehicle repair are included in this line item.

|                     |                 |    |        |
|---------------------|-----------------|----|--------|
| Child Field Trips   | 239-193-8393-02 | \$ | 250    |
| Vehicle Repair      | 239-193-8421-01 | \$ | 1,000  |
| Gas & Oil           | 239-193-8224-01 | \$ | 5,500  |
| Mileage (In-parish) | 239-193-8393-08 | \$ | 10,000 |
| Total Local         |                 | \$ | 13,820 |

## 12. Substitute Teachers (if not paid benefits)

Ten Substitute Assistant Teachers have been hired to work on a Part-time basis to be available to take a full-time Teacher or Assistant Teacher's place when sick or on vacation. The funds allocated are calculated at 1040 hours per each individual Substitute Assistant Teacher's hourly

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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rate to set aside enough funds to cover the needs that arise during the year for full time staff to use accrued annual leave, sick leave, or a long-term absence due to illness or other medical concern.

|                           |    |        |
|---------------------------|----|--------|
| Substitute Teachers       | \$ | 62,167 |
| Total Substitute Teachers | \$ | 62,167 |

**13. Parent Services**

There two activities in this line item that include Transition Activities and Parent Activities.

There are five Parent Committees, one located at each Head Start site. Funds are allocated for Parent Activities that are approved and voted on for each committee. These funds can be used for training, travel, and other activities that build parent competencies in child development, discipline, mental health, and more. Trainers have been contracted to provide mental health information, breast cancer awareness and parenting issues. Funds are allocated for activities that involve transitioning families into and out of the Head Start Program.

|                       |                 |    |     |
|-----------------------|-----------------|----|-----|
| Parent Activities     | 239-193-8353-37 | \$ | 250 |
| Transition Activities | 239-193-8353-38 | \$ | 250 |
| Total Parent Services |                 | \$ | 500 |

**14. Accounting and Legal Services**

Annually, a full audit of Terrebonne Parish Consolidated Government and a single audit for the Head Start Program are completed by an approved accounting firm. Funds are allocated for this purpose to pay for the single audit that is required by the federal government. Occasionally, leases or interagency agreements are sent to the parish attorney so that she can ensure that each agreement or lease is properly laid out.

|                                   |                 |    |       |
|-----------------------------------|-----------------|----|-------|
| Legal Fees                        | 239-658-8341-01 | \$ | 2,000 |
| Audit Fees                        | 239-658-8343-01 | \$ | 2,000 |
| Total Accounting & Legal Services |                 | \$ | 4,000 |

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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**17. Other**

Disabilities Services

During the budget committee meetings and Health Services Advisory Committee meetings discussions of setting aside funds to purchase materials or services for children with disabilities is always a priority. Occasionally, the Head Start Program has enrolled a child with a disability that requires the program staff to purchase special material and supplies that will assist the teaching staff and others working with the child and family to meet the child's needs in the classroom such as visual aids, changing tables, or adaptive equipment.

Health Services

Occasionally, there are children enrolled in the Head Start Program without insurance (private, LaChip or Medicaid coverage). Each of these children needs a physical and dental exam. Funds are set aside to pay for such services until the child's family can obtain LaChip, private insurance, or become eligible for Medicaid coverage.

Funds are allocated in this line item to pay for pre-employment physicals for perspective employees who have interviewed and have been recommended for hire. These funds are set aside should there be turnover in the Head Start staff during the fiscal year.

|                             |                 |    |              |
|-----------------------------|-----------------|----|--------------|
| Employee Physicals          | 239-658-8141-01 | \$ | 1,800        |
| Other Employee Requirements | 239-658-8142-01 | \$ | 2,140        |
| Total Other                 |                 | \$ | <u>3,940</u> |

**TOTAL OTHER**

**\$ 252,852**

**TOTAL PROGRAM OPERATIONS**

**\$1,529,733**

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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**HEAD START COSTS FOR TRAINING AND TECHNICAL ASSISTANCE**

**(239-620-8393-01)**

**C. STAFF OUT OF TOWN TRAVEL**

Funds from the Training and Technical Assistance dollars allocated to Terrebonne Parish Consolidated Government's Head Start Program are set aside in this line item for to provide for opportunities for all staff to attend state, regional or national conferences that would allow the Teachers and Assistant Teachers to reach the goals set up in their Professional Development Plans. Funds are also set aside to pay for coursed needed for Assistant Teacher to obtain and maintain their Child Development Credential (CDA). Employees of Terrebonne Parish Consolidated Government are reimbursed for the courses they take that are required for their employment. Please see PY 2018 T/TA Plan.

Total \$ 7,978

**F. CONTRACTUAL**

**2. Health/Disabilities Services**

\$ 2,900

Funds are set aside to provide for training in emergency situations as well as the overall health and mental health of the children. Consultants will be used to provide in-house training on mental health issues as well as training on infection control in childcare settings. Parents will be invited to attend any of these trainings offered as well.

**5. Training and Technical Assistance**

\$ 6,600

In the PY 2007 T/TA Plan, plans are in place to continue to build a strong foundation in Program governance. Funds are set aside for more training in this area to have a consultant come in to work with all policy groups in Terrebonne Parish Consolidated Government's Head Start Program. Money is set aside to provide for the 12 clock hours of training for all teaching staff that

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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is required by day care licensing. Funds in the amount of \$ 1000.00 are set aside to provide consultants to speak to parents on issues that directly impact their families.

## H. OTHER

### 8. Local Travel

\$ 2,000

Funds are set-aside for Teachers and Assistant Teacher to provide the opportunity to attend the local university to obtain their Associate's or Bachelor's degrees and Child Development Associate Credentials.

**TOTAL FOR TRAINING AND TECHNICAL ASSISTANCE** **\$ 19,478**

## NON-FEDERAL SHARE (Cash and in-kind)

### A. PERSONNEL

|             |                 |          |
|-------------|-----------------|----------|
| Allocations | 239-659-8176-53 | \$13,814 |
|-------------|-----------------|----------|

### B. FRINGE BENEFITS

Currently, the funds allocated to Terrebonne Parish Consolidated Government to operate the Head Start Program do not cover all the costs to do so as is expected. Therefore, Terrebonne Parish Consolidated Government had made the commitment to the Head Start Program by allocated general funds to cover the costs above what is given from the federal government. Funds are allocated to cover a portion of the costs to pay for the Social Security taxes, and the state disability for the Head Start employees. The allocation of general funds also covers the costs of the Health/ Dental insurance. Terrebonne Parish Consolidated Government will allocate general fund dollars above the 20% Non-Federal Share requirement to pay for the cost of the Group Insurance.

|          |                   |           |
|----------|-------------------|-----------|
| Medicare | (239-659-8122-02) | \$ 16,575 |
| Pension  | (239-659-8122-01) | \$ 71,586 |



# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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|                              |                   |                   |
|------------------------------|-------------------|-------------------|
| Worker's Compensation        | (239-659-8132-01) | \$ 17,941         |
| Group Insurance              | (239-659-8131-01) | <u>\$ 211,362</u> |
| <b>TOTAL FRINGE BENEFITS</b> |                   | <b>\$ 317,464</b> |

## F. CONTRACTUAL

### 3. Food Service

The Head Start Program will receive funds from the Community Development Block Grant that will be allocated to pay for the cost of meals that are not reimbursed by the Department of Education's Division of Nutrition Assistance Child and Adult Care Food Program (CACFP).

Terrebonne Parish Consolidated Government's Head Start Program contracts with one food service vendor to provide meals for all the Head Start children enrolled. Teachers and Assistant Teachers are required to eat with the children, so money is allocated to pay for those meals as well as one meal a day for the Foster Grandparents who work in several of the Head Start classrooms. The Terrebonne Parish Consolidated Government's Head Start Program has an agreement with the State of Louisiana Department of Education, Division of Nutrition's Child Adult Care Food Program. The Head Start Program receives reimbursement for Free meals each month for all Head Start children. During the next federal fiscal year of 2016-2017, Terrebonne Parish Consolidated Government's Head Start Program will have Food Service Agreements with only one vendor. The Food Service vendor will charge the Head Start Program more than the reimbursement rate for meals received from CACFP. The reimbursement rate for a "Free" is \$ 5.79 per child per day. Terrebonne Parish School Board charges our program \$ 7.30 per child per day. Funds are set-aside in this line item to pay for the difference between the vendor costs and the reimbursement received from CACFP.

|                          |                   |                  |
|--------------------------|-------------------|------------------|
| Food                     | (239-659-8222-02) | \$ 65,000        |
| <b>TOTAL CONTRACTUAL</b> |                   | <b>\$ 65,000</b> |

# Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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## H. OTHER

### 2. Rent

The Community Development Block Grant pays the lease for Holy Rosary 1 & 2 Head Start. The Houma-Terrebonne Housing Authority donates the use of two duplex units to the Head Start Program for classroom use along with outdoor space for a playground.

|                              |                   |                  |
|------------------------------|-------------------|------------------|
| Holy Rosary 1 & 2 Head Start | (239-659-8322-02) | \$ 22,272        |
| Admin office space           | (239-659-8322-03) | <u>\$ 36,607</u> |
|                              | <b>Total</b>      | <b>\$ 58,879</b> |

### 4. Utilities

General funds will be allocated to pay for the usage of utilities by the Head Start Program in the Housing and Human Services Department located at 809 Barrow Street. Funds are allocated to pay for utilities that include electric service, water, gas, and sewage at all sites including the administrative offices located in the Department of Housing and Human Services.

|                         |                   |                 |
|-------------------------|-------------------|-----------------|
| Utilities –Office       | (239-659-8311-03) | \$ 8,600        |
| Communication Equipment | (239-659-8316-01) | <u>\$ 1,000</u> |
|                         | <b>Total</b>      | <b>\$ 9,600</b> |

### 6. Building Maintenance/Repair and Other Occupancy

General funds will be allocated for the purchase of vehicle insurance for the vehicles used to provide the variety of services that are included in the Head Start Program from daily meal service, home visits, medical appointments, and staff travel for local and out of town training.

Funds are allocated in these two accounts to pay for any improvements or repairs that may be needed for parish owned buildings. Funds in this account are set aside for the cost to surplus broken or old equipment that can no longer be used in Head Start classrooms. The Purchasing Department within Terrebonne Parish Consolidated Government charges a fee when items are sent to be surplus.

Terrebonne Parish Consolidated Government 2021-2026 Five Year Grant Application

Year Two

06CH010297

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|                       |                   |                   |
|-----------------------|-------------------|-------------------|
| Vehicle Insurance     | (239-659-8332-01) | \$ 15,978         |
| Building Improvements | (239-659-8932-03) | \$ 30,000         |
| Purchasing            | (239-659-8373-00) | \$ 50             |
|                       | Total             | <u>\$ 46,028</u>  |
| <b>TOTAL OTHER</b>    |                   | <b>\$ 114,507</b> |

**TOTAL NON-FEDERAL SHARE (Cash and in-kind)** **\$ 510,785**

Terrebonne Parish Consolidated Government continues to fund the Head Start Program with more than the 20% NFS required by the Office of Head Start. The true cost to operate the program is shown on the Head Start Enterprise System. All funds are set aside for the Head Start Program and if not allocated, the funds are moved into a fund balance for future needs.

Category Number: 8.  
Item Number: B.



Wednesday, October 12, 2022

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**Item Title:**

Houma Civic Center Chiller Replacement

**Item Summary:**

**RESOLUTION:** Awarding the contract for the Houma Civic Center Chiller Replacement to Gallo Mechanical, LLC.

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**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 10/7/2022          | Executive Summary |
| Resolution         | 10/7/2022          | Resolution        |
| Backup             | 10/7/2022          | Backup Material   |



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

| PROJECT TITLE   |
|---|
| Resolution awarding the contract for the Houma civic center chiller replacement |

| PROJECT SUMMARY (200 WORDS OR LESS) |
|-------------------------------------|
| See above.                          |

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

| TOTAL EXPENDITURE                         |    |                  |                         |
|---|----|------------------|-------------------------|
| \$795,000 (reimbursed)                    |    |                  |                         |
| 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) |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| <u>PARISHWIDE</u>                         | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

\_\_\_\_\_  
s/Kandace M. Mauldin, CFO

Signature

\_\_\_\_\_  
October 7, 2022

Date

RESOLUTION NO.

RESOLUTION AWARDING THE CONTRACT FOR THE HOUMA CIVIC CENTER CHILLER  
REPLACEMENT

**WHEREAS**, requests for bids were issued by Terrebonne Parish Consolidated Government and its consultants for the replacement of the Houma Civic Center Chiller as a result of damages from Hurricane Ida; and

**WHEREAS**, quotes were received and Gallo Mechanical, LLC was the lowest quote of \$795,000, and

**WHEREAS**, administration and its consultants are recommending awarding to Gallo Mechanical, LLC for the replacement of the Houma Civic Center Replacement, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, concurs with the recommendation of administration; and

**BE IT FURTHER RESOLVED** that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an agreement and/or contract with Gallo Mechanical, LLC by Terrebonne Parish President Gordon E. Dove





October 6, 2022

Terrebonne Parish Consolidated Government (TPCG)  
Sharon Ellis, Purchasing Manager  
8026 W. Main St.  
Houma, LA 70360

RE: Recommendation to Award – Houma Civic Center Chiller Replacement  
346 Civic Center Blvd., Houma, LA 70360

Dear Ms. Ellis:

Royal Engineers/Del Sol has received quotes to a Request for Bid on behalf of TPCG for the above-mentioned item. Attached, please find the bid tabulation results, and the written quotes submitted.

The lowest quote was submitted by Gallo Mechanical, LLC for a total price of \$795,000.00 and therefore recommend that an award be made on this item.

The awarded contractor must enter into an approved and compliant contract based on disaster recovery reimbursement requirements.

If there are any questions or concerns, please feel free to contact Chad Albert at 504-259-1930.

Sincerely,

*Chad Albert*

Chad Albert  
Royal Engineers and Consultants

cc: Kandace Mauldin, TPCG-CFO  
Dean Schouest, Facility Manager  
Jeff Lambert, YKH Consulting

# Terrebonne Parish Consolidated Government

## Bid Tabulation

### Houma Civic Center Chiller Replacement

| Rank | Name of Bidder       | Quote        |
|------|----------------------|--------------|
| 1    | Gallo Mechanical LLC | \$795,000.00 |
| 2    | Volute, Inc          | \$920,700.00 |
|      |                      |              |
|      |                      |              |

# Terrebonne Parish Consolidated Government

## Itemized Bid Tabulation

### Houma Civic Center Chiller Replacement

Bid Date September 28, 2022

| Ref No. | Item Description   | Quantity | Units    | Gallo Mechanical LLC |                     | Volute, Inc. |                     |
|---------|--|----------|----------|----------------------|---------------------|--------------|---------------------|
|         |  |          |          | Unit Price           | Cost                | Unit Price   | Cost                |
| 1       | Remove 4 existing Chillers and associated exterior piping  | 1.00     | LUMP SUM | \$12,500.00          | \$12,500.00         | \$8,200.00   | \$8,200.00          |
| 2       | Remove existing chilled water pumps and piping   | 1.00     | LUMP SUM | \$2,500.00           | \$2,500.00          | \$1,400.00   | \$1,400.00          |
| 3       | Remove existing 2 condensing units in chiller yard   | 1.00     | LUMP SUM | \$1,500.00           | \$1,500.00          | \$1,800.00   | \$1,800.00          |
| 4       | Remove associated air handling unit on mezzanine and all associated piping from condensing units                   | 1.00     | LUMP SUM | \$1,250.00           | \$1,250.00          | \$2,000.00   | \$2,000.00          |
| 5       | Provide 3 new chillers and exterior piping   | 1.00     | LUMP SUM | \$445,250.00         | \$445,250.00        | \$697,700.00 | \$697,700.00        |
| 6       | Provide 2 new self-adjusting pumps with VFD  | 1.00     | LUMP SUM | \$125,000.00         | \$125,000.00        | \$98,500.00  | \$98,500.00         |
| 7       | Connect new pumps to existing piping   | 1.00     | LUMP SUM | \$17,500.00          | \$17,500.00         | \$5,000.00   | \$5,000.00          |
| 8       | Provide all new valves and piping devices per plans  | 1.00     | LUMP SUM | \$95,000.00          | \$95,000.00         | \$24,500.00  | \$24,500.00         |
| 9       | Provide new 6" capped and valved connection for a temp connection  | 1.00     | LUMP SUM | \$7,500.00           | \$7,500.00          | \$2,300.00   | \$2,300.00          |
| 10      | Balance flow through system  | 1.00     | LUMP SUM | \$1,000.00           | \$1,000.00          | \$3,300.00   | \$3,300.00          |
| 11      | Provide new air handling unit in previous location and connect to existing ductwork and piping                     | 1.00     | LUMP SUM | \$30,000.00          | \$30,000.00         | \$15,500.00  | \$15,500.00         |
| 12      | Provide new condensing units at previous location  | 1.00     | LUMP SUM | \$10,000.00          | \$10,000.00         | \$9,200.00   | \$9,200.00          |
| 13      | Provide new refrigerant piping from condensing units to air handler on mezzanine per manufacturers recommendations | 1.00     | LUMP SUM | \$15,000.00          | \$15,000.00         | \$10,100.00  | \$10,100.00         |
| 14      | Provide air Balance of system  | 1.00     | LUMP SUM | \$1,000.00           | \$1,000.00          | \$2,200.00   | \$2,200.00          |
| 15      | Connect to existing ductwork and piping  | 1.00     | LUMP SUM | \$11,500.00          | \$11,500.00         | \$4,500.00   | \$4,500.00          |
| 16      | Demolish existing feeders and disconnect switch serving demolished chiller   | 1.00     | LUMP SUM | \$2,000.00           | \$2,000.00          | \$10,100.00  | \$10,100.00         |
| 17      | Maintain existing HVAC disconnect switches and replace fuses   | 1.00     | LUMP SUM | \$1,500.00           | \$1,500.00          | \$4,200.00   | \$4,200.00          |
| 18      | Disconnect electrical feeds to chillers (3) to be replaced and reconnect to new units                              | 1.00     | LUMP SUM | \$2,000.00           | \$2,000.00          | \$16,000.00  | \$16,000.00         |
| 19      | Disconnect electrical feeds to condensing units CU-3A and CU-3B and reconnect to new units                         | 1.00     | LUMP SUM | \$2,000.00           | \$2,000.00          | \$700.00     | \$700.00            |
| 20      | Disconnect electrical feed to AHU-3 to be replaced and reconnect to new unit                                       | 1.00     | LUMP SUM | \$2,000.00           | \$2,000.00          | \$500.00     | \$500.00            |
| 21      | Provide new 120V circuit in maintenance room for HVAC controls   | 1.00     | LUMP SUM | \$4,500.00           | \$4,500.00          | \$1,400.00   | \$1,400.00          |
| 22      | Intercept existing pump feeds for CP-1A and CP-1B and connect to new VFD's. Reconnect new pumps                    | 1.00     | LUMP SUM | \$4,500.00           | \$4,500.00          | \$1,600.00   | \$1,600.00          |
|         |  |          |          |                      |                     |              |                     |
|         | <b>Total Base Bid</b>  |          |          |                      | <b>\$795,000.00</b> |              | <b>\$920,700.00</b> |

## Central Bidding - Electronic Submittal Details

**Title:** Project Houma Civic Center- Chiller Replacement Hurricane Ida

**Bid ID:** 73631

**Vendor Username:** gallomechanical

**Date/Time Submitted:** 2022-09-28 14:47:09

**\*CL/COR#:** 1027

**\*\*Bid Amount:** \$0.00

**Bid Details/Outside of Envelope:**

**Gallo Mechanical, L.L.C.**

**4141 Bienville Street, #100**

**New Orleans, LA 70119**

**LA License No. 1027**

**TO: Terrebonne General Parish Consolidated Government , 8026 Main Street, Houma, LA 70360**

**SEALED BID: 9/28/22 @ 3:00 PM - Houma Civic Center Chiller Replacement**

[Print](#)

[Back](#)

*\*(CL/COR#: Contractor License Number or Certificate of Responsibility Number)*

*\*\* (Bid Amount: If Bid Amount is \$0.00, pricing may be included within attached documents if any were submitted)*

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO: Terrebonne Parish  
Consolidated Government  
8026 Main Street, 7<sup>th</sup> Floor  
Houma, Louisiana 70360**

**BID FOR: Terrebonne Parish Consolidated Government – Houma Civic Center – Chiller Replacement - Addendum 1**

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Royal Engineers & Consultants, L.L.C., 4298 Elysian Fields Ave. Suite B., New Orleans, LA 70122 (504) 283-9400 and dated: September, 2021.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) one (1)

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of: 225

SEVEN HUNDRED NINETY FIVE THOUSAND Dollars (\$ 795,000.-)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1 (NA)** for the additional sum of:

Dollars (\$ \_\_\_\_\_)

**Alternate No. 2 (NA)** for the additional sum of:

Dollars (\$ N/A )

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$) N/A

**NAME OF BIDDER:** Gallo Mechanical, L.L.C.

**ADDRESS OF BIDDER:** 4141 Bienville Street, Suite 100

New Orleans, LA 70119

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 1027

NAME OF AUTHORIZED SIGNATORY OF BIDDER: David Gallo

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Managing Member

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** September 29, 2022

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

**\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

TO: Terrebonne Parish Consolidated Government

8026 Main Street, 7<sup>th</sup> Floor  
Houma, LA 70360

BID FOR: Terrebonne Parish Consolidated Government  
Houma Civic Center – Chiller Replacement -  
Addendum 1

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

|              |  |                  |            |  |
|--------------|--|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Remove 4 existing Chillers and associated exterior piping |                  |            |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 1            | 1  | LS               | 12,500.-   | 12,500.-   |

|              |   |                  |            |  |
|--------------|---|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Remove existing chilled water pumps and piping |                  |            |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 2            | 1   | LS               | 2,500.-    | 2,500.-  |

|              |   |                  |            |  |
|--------------|---|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Remove existing 2 condensing units in chiller yard |                  |            |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 3            | 1   | LS               | 1,500.-    | 1,500.-  |

|              |   |                  |            |  |
|--------------|---|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Remove associated air handling unit on mezzanine and all associated piping from condensing units |                  |            |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 4            | 1   | LS               | 1,250.-    | 1,250.-  |

|              |   |                  |            |  |
|--------------|---|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide 3 new chillers and exterior piping |                  |            |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 5            | 1   | LS               | 445,250.-  | 445,250.-  |

|              |  |                  |            |  |
|--------------|--|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide 2 new self-adjusting pumps with VFD |                  |            |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 6            | 1  | LS               | 125,000.-  | 125,000.-  |

|              |   |                  |            |  |
|--------------|---|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Connect new pumps to existing piping |                  |            |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 7            | 1   | LS               | 17,500.-   | 17,500.-   |

|              |  |                  |            |  |
|--------------|--|------------------|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide all new valves and piping devices per plans |                  |            |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 8            | 1  | LS               | 95,000.-   | 95,000.-   |



|              |  |                  |            |  |  |
|--------------|--|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide new 6" capped and valved connection for a temp connection |                  |            |  |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 9            | 1  | LS               | 7,500.-    | 7,500.-  |  |

|              |  |                  |            |  |  |
|--------------|--|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Balance flow through system |                  |            |  |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 10           | 1  | LS               | 1,000.-    | 1,000.-  |  |

|              |   |                  |            |  |  |
|--------------|---|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide new air handling unit in previous location and connect to existing ductwork and piping |                  |            |  |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 11           | 1   | LS               | 30,000.-   | 30,000.-   |  |

|              |  |                  |            |  |  |
|--------------|--|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide new condensing units at previous location |                  |            |  |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 12           | 1  | LS               | 10,000.-   | 10,000.-   |  |

|              |   |                  |            |  |  |
|--------------|---|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide new refrigerant piping from condensing units to air handler on mezzanine per manufacturers recommendations |                  |            |  |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 13           | 1   | LS               | 15,000.-   | 15,000.-   |  |

|              |  |                  |            |  |  |
|--------------|--|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Provide air Balance of system |                  |            |  |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 14           | 1  | LS               | 1,000.-    | 1,000.-  |  |

|              |  |                  |            |  |  |
|--------------|--|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Connect to existing ductwork and piping |                  |            |  |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 15           | 1  | LS               | 11,500.-   | 11,500.-   |  |

|              |   |                  |            |  |  |
|--------------|---|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Demolish existing feeders and disconnect switch serving demolished chiller |                  |            |  |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 16           | 1   | LS               | 2,000.-    | 2,000.-  |  |

|              |   |                  |            |  |  |
|--------------|---|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Maintain existing HVAC disconnect switches and replace fuses |                  |            |  |  |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 17           | 1   | LS               | 1,500.-    | 1,500.-  |  |

|              |  |                  |            |  |  |
|--------------|--|------------------|------------|--|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Disconnect electrical feeds to chillers (3) to be replaced and reconnect to new units |                  |            |  |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE: | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |  |
| 18           | 1  | LS               | 2,000.-    | 2,000.-  |  |

|              |  |  |            |  |
|--------------|--|--|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Disconnect electrical feeds to condensing units CU-3A and CU-3B and reconnect to new units |            |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:   | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 19           | 1  | LS   | 2,000.-    | 2,000.-  |

|              |  |  |            |  |
|--------------|--|--|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Disconnect electrical feed to AHU-3 to be replaced and reconnect to new unit |            |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:   | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 20           | 1  | LS   | 2,000.-    | 2,000.-  |

|              |  |  |            |  |
|--------------|--|--|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Provide new 120V circuit in maintenance room for HVAC controls |            |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:   | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 21           | 1  | LS   | 4,500.-    | 4,500.-  |

|              |  |   |            |  |
|--------------|--|---|------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Intercept existing pump feeds for CP-1A and CP-1B and connect to new VFD's. Reconnect new pumps |            |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:  | UNIT PRICE | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 22           | 1  | LS  | 4,500.-    | 4,500.-  |

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.





PERFORMANCE THE RIGHT WAY  
IS OUR ONLY AGENDA

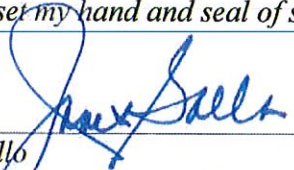
### **RESOLUTION**

*BE IT RESOLVED by the unanimous consent of all Members of Gallo Mechanical, L.L.C., a Louisiana limited liability company (the "Company") domiciled in the Parish of Orleans, State of Louisiana, that David Gallo, Janet Gallo, Janice Gallo and August R. Gallo, Jr. are hereby authorized and empowered to execute any and all documentation on behalf of the said Company.*

### **CERTIFICATE**

*I, Janet Gallo, a Member and the Secretary of Gallo Mechanical, L.L.C., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the unanimous consent of all Members of said Company at a meeting thereof legally held on the 26<sup>th</sup> day of December 2007; that said resolution is duly entered into the records of said Company; that it has not been rescinded or modified; and that it is now and continues to be in full force and effect.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said Company on this 21<sup>st</sup> day of September, 2022:*

  
\_\_\_\_\_  
Janet Gallo  
Member and Secretary of Gallo Mechanical, L.L.C.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Gallo Mechanical, LLC  
4141 Bienville Street, Suite 100  
New Orleans, LA 70119

### OWNER:

(Name, legal status and address)

Terrebonne Parish Consolidated Government  
8026 Main Street  
Houma, LA 70360

### SURETY:

(Name, legal status and principal place of business)

Hartford Accident and Indemnity Company

One Hartford Plaza

Hartford, CT 06155-0001

### Mailing Address for Notices

111 Veterans Blvd., Suite 1130

Metairie, LA 70005

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


Houma Civic Center-Chiller Replacement Hurricane Ida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of September, 2022.

  
(Witness)

  
(Witness) Jared Viola


Countersigned: LA Resident Agent

By: 

S-0054/AS 8/10 Jean Viola, Lic 849585

Gallo Mechanical, LLC  
(Principal)  (Seal)

By:   
(Title) David Gallo Managing Member

Hartford Accident and Indemnity Company  
(Surety)  (Seal)

By:   
(Title) Jean Viola, Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ARTHUR J GALLAGHER RISK MGMT SVCS

Agency Code: 43-483339

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

George V. Baus Jr., Kathleen L. Berni, Eric Copple, Karen A Moser, Edward J. Murphy III, Myriam Victoria, Jean Viola, Gregory R. Weston of METAIRIE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 21, 2022.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President



Volute, Inc.  
313 Venture Blvd.  
Houma, LA 70360

Louisiana Contractors License #29848

Bid For: Houma Civic Center  
Chiller Replacement  
Hurricane Ida

Bid Date: September 28, 2022 until  
3:00p.m.

Terrebonne Parish Consolidated  
Government  
Purchasing Division  
City Service Complex  
301 Plant Road  
Houma, LA 70363  
"Sealed Bid"

9-28-2022  
2:47pm  
[Signature]



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Terrebonne Parish  
Consolidated Government  
8026 Main Street, 7<sup>th</sup> Floor  
Houma, Louisiana 70360

BID FOR: Terrebonne Parish Consolidated Government – Houma  
Civic Center – Chiller Replacement - Addendum 1

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Royal Engineers & Consultants, L.L.C., 4298 Elysian Fields Ave. Suite B., New Orleans, LA 70122 (504) 283-9400 and dated: September, 2021.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) Addendum #1 dated 9-21-22

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Nine Hundred Twenty Thousand Seven Hundred Dollars (\$ 920,700.00)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (NA) for the additional sum of:

N/A Dollars (\$ N/A)

**Alternate No. 2** (NA) for the additional sum of:

N/A Dollars (\$ N/A)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

**NAME OF BIDDER:** Volute, Inc.

**ADDRESS OF BIDDER:** 313 Venture Blvd.

Houma, LA 70360

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 29848

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Dale Thompson, Jr.

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** President

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** 9-28-22

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

TO: Terrebonne Parish Consolidated Government  
8026 Main Street, 7<sup>th</sup> Floor  
Houma, LA 70360

BID FOR: Terrebonne Parish Consolidated Government  
Houma Civic Center – Chiller Replacement -  
Addendum 1

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

|              |   |  |                |  |
|--------------|---|--|----------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Remove 4 existing Chillers and associated exterior piping  | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 1            | 1   | LS   | \$ 8,200.00    | \$ 8,200.00                                      |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Remove existing chilled water pumps and piping   | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 2            | 1   | LS   | \$ 1,400.00    | \$ 1,400.00                                      |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Remove existing 2 condensing units in chiller yard   | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 3            | 1   | LS   | \$ 1,800.00    | \$ 1,800.00                                      |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Remove associated air handling unit on mezzanine and all associated piping from condensing units | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 4            | 1   | LS   | \$ 2,000.00    | \$ 2,000.00                                      |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Provide 3 new chillers and exterior piping   | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 5            | 1   | LS   | \$ 6647,700.00 | \$ 6647,700.00                                   |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Provide 2 new self-adjusting pumps with VFD  | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 6            | 1   | LS   | \$ 98,500.00   | \$ 98,500.00                                     |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Connect new pumps to existing piping   | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 7            | 1   | LS   | \$ 5,000.00    | \$ 5,000.00                                      |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. # | Provide all new valves and piping devices per plans  | UNIT PRICE     | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| REF. NO.     | QUANTITY:   | UNIT OF MEASURE:   |                |  |
| 8            | 1   | LS   | \$ 24,500.00   | \$ 24,500.00                                     |



|              |  |   |             |  |
|--------------|--|---|-------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Provide new 6" capped and valved connection for a temp connection |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:  | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 9            | 1  | LS  | \$ 2,300.00 | \$ 2,300.00                                      |

|              |  |                             |             |  |
|--------------|--|-----------------------------|-------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Balance flow through system |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:            | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 10           | 1  | LS                          | \$ 3,300.00 | \$ 3,300.00                                      |

|              |  |  |              |  |
|--------------|--|--|--------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Provide new air handling unit in previous location and connect to existing ductwork and piping |              |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:   | UNIT PRICE   | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 11           | 1  | LS   | \$ 15,500.00 | \$ 15,500.00                                     |

|              |  |   |             |  |
|--------------|--|---|-------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Provide new condensing units at previous location |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:                                  | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 12           | 1  | LS  | \$ 9,200.00 | \$ 9,200.00                                      |

|              |  |  |              |  |
|--------------|--|--|--------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Provide new refrigerant piping from condensing units to air handler on mezzanine per manufacturers recommendations |              |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:   | UNIT PRICE   | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 13           | 1  | LS   | \$ 10,100.00 | \$ 10,100.00                                     |

|              |  |                               |             |  |
|--------------|--|-------------------------------|-------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Provide air Balance of system |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:              | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 14           | 1  | LS                            | \$ 2,200.00 | \$ 2,200.00                                      |

|              |  |   |             |  |
|--------------|--|---|-------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Connect to existing ductwork and piping |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:                        | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 15           | 1  | LS                                      | \$ 4,500.00 | \$ 4,500.00                                      |

|              |  |  |              |  |
|--------------|--|--|--------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Demolish existing feeders and disconnect switch serving demolished chiller |              |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:   | UNIT PRICE   | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 16           | 1  | LS   | \$ 10,100.00 | \$ 10,100.00                                     |

|              |  |  |             |  |
|--------------|--|--|-------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Maintain existing HVAC disconnect switches and replace fuses |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:   | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 17           | 1  | LS   | \$ 4,200.00 | \$ 4,200.00                                      |

|              |  |   |              |  |
|--------------|--|---|--------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# | Disconnect electrical feeds to chillers (3) to be replaced and reconnect to new units |              |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:  | UNIT PRICE   | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 18           | 1  | LS  | \$ 16,000.00 | \$ 16,000.00                                     |



|              |  |   |             |  |
|--------------|--|---|-------------|--|
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ | Disconnect electrical feeds to condensing units CU-3A and CU-3B and reconnect to new units      |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:  | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 19           | 1  | LS  | \$ 700.00   | \$ 700.00  |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ | Disconnect electrical feed to AHU-3 to be replaced and reconnect to new unit                    |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:  | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 20           | 1  | LS  | \$ 500.00   | \$ 500.00  |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ | Provide new 120V circuit in maintenance room for HVAC controls                                  |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:  | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 21           | 1  | LS  | \$ 1,400.00 | \$ 1,400.00                                      |
| DESCRIPTION: | <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ | Intercept existing pump feeds for CP-1A and CP-1B and connect to new VFD's. Reconnect new pumps |             |  |
| REF. NO.     | QUANTITY:  | UNIT OF MEASURE:  | UNIT PRICE  | UNIT PRICE EXTENSION (Quantity times Unit Price) |
| 22           | 1  | LS  | \$ 1,600.00 | \$ 1,600.00                                      |

Wording for "DESCRIPTION" is to be provided by the Owner.  
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.



**VOLUTE, INC.**  
313 VENTURE BLVD.  
HOUMA, LA 70360

**PHONE: (985) 876-6187**  
**FAX: (985) 876-6251**

## RESOLUTION


BE IT RESOLVED by the Board of Directors of Volute, Inc. that Dale Thompson, Jr. has been appointed President of Volute, Inc., and is hereby authorized to bid on behalf of this corporation on the job designated as

Houma Civic Center - Chiller Replacement

Terrebonne Parish Consolidated Government

I, Mark H. Lee, Secretary-Treasurer, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a meeting of the Board of Directors of Volute, Inc., held on 9-26-22 pursuant to notice to all directors at which all directors were present and voting.

ATTEST:

  
\_\_\_\_\_  
Mark H. Lee  
Secretary/Treasurer, Volute, Inc.



\_\_\_\_\_  
Dale Thompson, Jr.  
President  
Volute, Inc.



# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we **VOLUTE, INC 313 Venture Blvd. , Houma, LA 70360**

as Principal, hereinafter called the Principal, and **Travelers Casualty And Surety Company Of America, 3900 North Causeway Blvd., Suite 950 Metairie, LA 70002**

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto **Terrebonne Parish Consolidated Government City of Houma Service Complex, 301 Plant Road Houma, LA 70363**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF AMOUNT BID** -----Dollars (5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Houma Civic Center - Chiller Replacement Hurricane Ida**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution on the final contract shall furnish evidence satisfactory to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

Signed and sealed this September 28, 2022

Mary Cavo

(Witness)

[Signature]

(Witness)

**VOLUTE, INC (Seal)**

[Signature]

(Title) Dale Thompson, Jr. - President

**Travelers Casualty And Surety Company Of America (Seal)**

[Signature]

**Johnny D. Hampton, Attorney-in-fact**





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Johnny D. Hampton** of **BATON ROUGE, Louisiana**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **September, 2022**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Wednesday, October 12, 2022

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**Item Title:**

Lease Agreement between 3JM Properties, LLC & McIntire Enterprises, LLC for the Isle of Cuba Transfer Site

**Item Summary:**

Introduce an Ordinance Authorizing the Parish President to Execute a Lease Agreement with 3JM Properties, LLC and McIntire Enterprises, LLC; and call a Public Hearing on Wednesday, October 26, 2022 at 6:30 PM

---

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>       |
|--------------------|--------------------|-------------------|
| Executive Summary  | 10/6/2022          | Executive Summary |
| Ordinance          | 10/6/2022          | Ordinance         |
| Lease Agreement    | 10/6/2022          | Backup Material   |





## EXECUTIVE SUMMARY

### PROJECT TITLE

Introduce an Ordinance Authorizing the Parish President to Execute a Lease Agreement with 3JM Properties, LLC and McIntire Enterprises, LLC; and call a Public Hearing on Wednesday, October 26, 2022 at 6:30 PM

### PROJECT SUMMARY (200 WORDS OR LESS)

The purpose of this lease is to allow TPCG to construct, operate and maintain a residential solid waste transfer station with the necessary appurtenant structures on the property leased at the municipal address of 651 Isle of Cuba Road, Schriever, LA.

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

McIntire Enterprises, LLC and 3JM Properties, LLC and TPCG desire to extend operations on the said property for the purposes subscribed in the lease agreement and in consideration of the maintenance and upkeep of the property, which was exercised under the previous lease agreement. The lease shall be for a term of 10 years.

### TOTAL EXPENDITURE

\$7,200.00 Yearly

### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

Date

10/06/2022

OFFERED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO EXECUTE A LEASE AGREEMENT WITH 3JM PROPERTIES, LLC AND MCINTIRE ENTERPRISES LLC.**

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

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

WHEREAS, for the health and welfare of the citizens of Terrebonne Parish, the Terrebonne Parish Consolidated Government entered into a lease agreement wherein 3JM Properties, LLC and McIntire Enterprises, LLC leased a parcel of land located in Section 72, T 16 S, R 16 E, Terrebonne Parish, Louisiana, comprising of 2.128 acres, and part of the municipal address of 651 Isle of Cuba Road, Schriever, Louisiana; and

WHEREAS, Lessors and Lessee desire to extend operations on said leased property for a term of ten (10) years for the purposes subscribed in this lease agreement and in consideration of the maintenance and upkeep of the property, which was exercised under the previous lease(s) agreement, the agreement being retroactively dated January 1, 2021; and

WHEREAS, this lease will allow the Lessee to continue to provide the public benefit of welfare in general; and

WHEREAS, the attached agreement is subject to approval by the TPCG Legal Department; and

**SECTION II**

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that on behalf of the Terrebonne Parish Consolidated Government hereby agrees to execute the agreement with 3JM Properties, LLC and McIntire Enterprises, LLC, subject to changes by legal.

**SECTION III**

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

**SECTION IV**

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



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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
DARRIN GUIDRY, CHAIR  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
TAMMY TRIGGS  
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, 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.

\_\_\_\_\_  
TAMMY TRIGGS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

PARISH OF TERREBONNE

STATE OF LOUISIANA

---

LEASE OF IMMOVABLE PROPERTY

---

BE IT KNOWN that on the day and date below identified, and in the presence of the undersigned competent witnesses:

**I. PARTIES**

PERSONALLY CAME AND APPEARED:

1.1 **McINTIRE ENTERPRISES, LLC**, a Limited Liability Company domiciled in the Parish of Terrebonne, State of Louisiana, whose mailing address is 4400 Hwy 311, Houma, LA 70360; herein represented by Judith McIntire Maclean, it's "Manager"; and

1.2 **3JM PROPERTIES, LLC**, a Limited Liability Company domiciled in the Parish of Lafourche, State of Louisiana, whose mailing address is 201 Rienzi Drive, Thibodaux, LA 70301; herein represented by Geralyn M. Prejean;

(hereinafter each referred to as Lessors.)

AND:

1.3 **THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, the local governing authority of the Parish of Terrebonne, State of Louisiana, whose mailing address is P.O. Box 2768, Houma, Louisiana 70361, represented herein by Gordon E. Dove, Sr., its Parish President, or his designee, who is duly authorized to enter into this agreement by virtue of Terrebonne Parish Ordinance; (hereinafter referred to as Lessee).

**II. RECITALS**

2.1 WHEREAS, the Lessee is authorized to lease real property for a public purpose by ordinance, per Terrebonne Parish Charter Section 2-11; and

2.2 WHEREAS, for the health and welfare of the citizens of Terrebonne Parish, the Lessee has historically entered into surface leases with the Lessors and/or the previous McIntire owners commencing on January 10, 1965; and

2.3 WHEREAS, Lessors and Lessee desire to extend operations on said leased property for the purposes subscribed in this lease agreement and in consideration of the maintenance and upkeep of the property, which was exercised under the previous lease(s) agreement; and

2.4 WHEREAS, this lease will allow the Lessee to continue to provide the public benefit of welfare in general; and

2.5 WHEREAS, all RECITALS are made part of this agreement.

2.6 The parties hereinabove named as Lessors and Lessee enter into the following lease agreement to wit:

### **III. LEASE PREMISES**

3.1 Lessors hereby lease unto Lessee and Lessee hereby agrees to lease the following described immovable property:

A certain tract or parcel of land located in Terrebonne Parish, Louisiana, comprising 2.125 acres, all as shown on a plat entitled "MAP SHOWING A TRANSFER STATION ON A PORTION OF LOT 50 OF WAUBUN, ST. GEORGE, AND ISLE OF CUBA PLANTATION SUBDIVISION, LOCATED IN SEC 72, T-16-S R-16-E AND SEC 86 & 133, T-15-S, R-16-E TERREBONNE PARISH, LOUISIANA," said plat prepare by All South Consulting Engineers, L.L.C. and dated December 1, 2021 and said plat is being attached hereto and is made a part hereof as Exhibit A with a description of said property shown on plat and attached as Exhibit B being a portion of a larger tract (Assessment Parcel No. 7882) that has a municipal address of 600 Back Project Road in Schriever, LA 70395 with said leased premises being located generally at the most westerly and southerly end of the Isle of Cuba Road.

### **IV. TERM**

4.1 The lease shall be for a term of ten (10) years, commencing on January 1, 2021 through December 31, 2030.

### **V. RENTAL**

5.1 Lessee shall pay a quarterly rental fee of \$1,800.00 for the property, due and payable to Lessors on the first day of each quarter. The quarterly rental fee payment of \$1,800.00 shall be distributed to McIntire Enterprises, LLC in the amount of \$900.00 and 3JM Properties, LLC in the amount of \$900.00. Lessee has the option to pay on occasion any number of months in advance at any time. It is acknowledged by Lessors that Lessee has continued to pay lease rentals, in accordance with this agreement, after January 1, 2021, and lease rental payments are current as of the date of this agreement.

### **VI. PURPOSE**

6.1 The purpose of this lease is to allow Lessee to construct, operate and maintain a residential solid waste transfer station with the necessary appurtenant structures on the property leased herein in order to carry out said purpose of the lease.

### **VII. INDEMNIFICATION**

7.1 Lessee shall save, defend, indemnify and hold harmless Lessors from and against all liability, damage, loss, claims, demands and/or actions of any nature whatsoever which arise out

of and/or are connected with, and/or are claimed to arise out of and/or are connected with, any of the activities, operations and/or work done by Lessee and/or by Lessee's use of the property and/or Lessee's agents, servants, prime contractors, subcontractors, employees, frequenters, members, invitees and/or any other person, which arise out of the use of said property for the purpose herein assumed and/or connected herewith by Lessee for any accident or occurrence which happens, or is alleged to have happened on the herein leased property, since first use in 1965 and this lease, including without limitation, all liability, damages, injury, death or property loss to Lessors and/or Lessee, Lessee's agents, servants, prime contractors, subcontractors, employees, frequenters, members, invitees and/or any other persons, whether said claim, accident or occurrence is based upon or claimed to be based upon, statutory (including without limitation the generality of the foregoing workman's compensation), contractual, tort and/or other liability of Lessors and/or any other persons (including but not limited to environmental liabilities), and whether or not caused and/or claimed to be caused by active or inactive negligence and/or other breach of duty by Lessors, its surface manager, employees, agents, prime contractors, subcontractors, invitees, frequenters and/or any other persons.

7.2 Lessee shall, at its own expense, investigate all such claims, accidents, occurrences and/or demands upon the lease premises, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and/or all other costs and expenses arising from any such occurrences, liabilities, damages, losses, claims, demands and/or actions.

### **VIII. INSURANCE**

8.1 Lessee agrees to have issued, in the form of a Certificate of Insurance, evidencing public and/or general liability insurance coverage (including but not limited to environmental insurance coverage) in the amount of \$2,000,000.00 for each occurrence combined single-unit bodily injury and property damage. Such insurance coverage shall cover the subject property herein leased and the obligations and operations of Lessee and shall be stated on the Certificate of Insurance, which certificate shall be mailed to Lessors on an annual basis. Such insurance shall name the Lessors and as additional insured together with a Waiver of Subrogation in favor of Lessor and it shall be stated on the Certificate of Insurance and said insurance shall remain in full force and effect throughout the term of this agreement.

### **IX. FORCE MAJEURE**

9.1 The parties agree the performance of this Agreement may be suspended and the



obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

#### **X. NO WAIVER**

10.1 The parties agree the failure to enforce any or all of the terms or conditions of this agreement or of any of the Agreement Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this agreement or any of the Agreement Documents.

#### **XI. ASSIGNMENT**

11.1 The parties agree there shall not be any assignment of any interest in the agreement by assignment, transfer, or novation, without prior written consent of the parties. This provision shall not be construed to prohibit the parties from assigning their bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the other party.

#### **XII. GOVERNING LAW**

12.1 The parties agree the validity, interpretation, and performance of this Agreement, including all agreement documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana. The provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana. This agreement encompasses all pages and corners of the agreement.

#### **XIII. COMPLIANCE WITH LAWS**

13.1 Lessee and Lessee's agents, servants, prime contractors, subcontractors, employees, frequenters, members, invitees and/or any other person shall comply with all applicable and valid (including but not limited to environmental) laws, ordinances, rules and/or regulations of Federal, State, Parish, Municipal and/or other lawful authority, pertaining to the use and/or occupancy of the herein leased property for the stated purpose. Should Lessee fail to carry out its obligations under the terms and conditions of this lease and/or not comply with any/all

applicable and valid (including but not limited to environmental) laws, ordinances, rules and/or regulations, Lessee shall be in breach of this agreement and this agreement shall be subject to cancellation by the Lessors. In the event Lessee cancels this agreement, Lessee shall remain fully liable to Lessors for all of Lessee's activities on the premises since January 10, 1965, as a result of this agreement just as though the agreement were not cancelled.

#### **XIV. OBLIGATIONS UPON TERMINATION OR CANCELLATION**

14.1 Upon termination or cancellation, Lessors shall within ninety (90) days remove all appurtenant structures (above or below the surface) constructed and/or operated by the Lessee for the purposes hereof. The property shall be cleaned, leveled and closed in accordance with all applicable and valid (including but not limited to environmental) laws, ordinances, rules and/or regulations of Federal, State, Parish, Municipal and/or other lawful authority governing such matters. While cleaning, leveling and closing the residential solid waste transfer station operated by this agreement, Lessee shall not in any manner damage and/or breach the lawfully closed landfill site that lies underneath this leased property and beyond this currently leased property which Lessee has at all times expressed to Lessors has been lawfully closed by the Lessee.

#### **XV. NOTICES**

15.1 Lessors shall be notified by Lessee in writing within fifteen (15) days of any/all inquiries, events and/or other matters of notice (including but not limited to environmental non-compliance) concerning the herein described and leased premises and the obligations assumed herein by Lessee. All notices required or permitted hereunder shall be in writing and delivered either in person to the other party or via United States certified mail, return receipt requested, postage fully prepaid, to the Lessors' addresses set forth above, or such other addresses as either party may from time to time designate in writing.

15.2 Where state law is applicable, this contract shall be construed, interpreted and enforced under the laws of the State of Louisiana. The parties hereby stipulate and agree that as between themselves, actions under this Lease shall be brought in Terrebonne Parish, Louisiana.

15.3 Notice shall be deemed sufficient if sent to:

Terrebonne Parish Consolidated Government  
Gordon E. Dove or Successor – Parish President  
P. O. Box 2768  
Houma, LA 70361

McIntire Enterprises, LLC.  
Judith McIntire MacLean, Manager  
4400 Hwy 311  
Houma, LA 70360

3JM Properties, LLC  
Geraldyn M. Prejean  
201 Rienzi Drive  
Thibodaux, LA 70301

#### **XVI. DRAFTER**

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

#### **XVII. AMENDMENTS IN WRITING**

17.1 The parties agree the Agreement may only be amended or supplemented to provide additions, deletions and revisions in the Work or to modify the terms and conditions thereof by written Amendment. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

#### **XVIII. COMPLETED AGREEMENT**

18.1 This lease contains a complete expression of the agreement between the Lessors and the Lessee and both parties agree that there are no other promises, representations or inducements but all covenants, terms and conditions are herein fully stated and provided for.

18.2 This agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute one and the same instruments.

#### **XIX. NON-APPROPRIATION**

19.1 Notwithstanding any provisions herein, in the event sufficient funds to provide this service are not appropriated by the governing authority of the TPCG in any fiscal year covered by this contract, this agreement may be terminated by TPCG by giving written notice to Contractor of such facts and TPCG's intention to terminate its obligation.

#### **XX. LEGAL CONSTRUCTION**

20.1 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had

never been contained in this agreement.

**XXI. SIGNATURES**

21.1 On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Judith McIntire Maclean to me personally known to be the person described herein and who executed the foregoing lease agreement and acknowledged that she was authorized to execute and she did execute the same as her free act and deed on behalf of McINTIRE ENTERPRISES, LLC.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

LESSORS:

McINTIRE ENTERPRISES LLC

BY: \_\_\_\_\_  
Judith McIntire Maclean, Manager

\_\_\_\_\_  
NOTARY PUBLIC

21.2 On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Geralyn M. Prejean to me personally known to be the person described herein and who executed the foregoing lease agreement and acknowledged that she was authorized to execute and she did execute the same as her free act and deed on behalf of 3JM PROPERTIES, LLC

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

3JM PROPERTIES LLC

BY: \_\_\_\_\_  
Geralyn M. Prejean

\_\_\_\_\_  
NOTARY PUBLIC

22.3 On this \_\_\_\_\_ day of \_\_\_\_, 2022, before me personally appeared Gordon E. Dove, Sr. to me personally known to be the person described herein and who executed the foregoing lease agreement and acknowledged that she was authorized to execute and she did execute the same as her free act and deed on behalf of TERREBONNE PARISH CONSOLIDATED GOVERNMENT.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

LESSEE:  
  
TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

BY: \_\_\_\_\_  
Gordon E. Dove, Sr., Parish President

\_\_\_\_\_  
NOTARY PUBLIC



Category Number: 9.  
Item Number: A.



Wednesday, October 12, 2022

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**Item Title:**

Parish President

**Item Summary:**

Parish President.

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Category Number: 9.  
Item Number: B.



Wednesday, October 12, 2022

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**Item Title:**

Council Members

**Item Summary:**

Council Members.

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