
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

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



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.

AGENDA

May 22, 2023
5:30 PM

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

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

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. RESOLUTION:** Providing approval of Amendment No. 2 to the Engineering Agreement for Houma Police Department East Side Substation, Terrebonne Parish, Louisiana.
- 2. RESOLUTION:** Ratifying the appointment of the engineering firm of Milford & Associates, Inc., to provide professional services for the South Louisiana Wetlands Discovery Center (SLWDC) Phase 2, FP&C Project No. 50-J55-14-06; and authorizing the execution of an engineering agreement for these services.

3. **RESOLUTION:** Authorizing the execution of Balancing Change Order No. 3 to the Construction Agreement for Parish Project No. 18-SEW-02, Martin Luther King Boulevard Sanitary Sewer Project, Terrebonne Parish, Louisiana.
4. **RESOLUTION:** Authorizing the sole source / proprietary purchase of one (1) Flygt Submersible Pump (NT3315.185, 637 imp, 110hp, 460v3) and Mounting Kit for the Gum Street Sewer Lift Station, for the Sewer Collection Division.
5. **RESOLUTION:** Providing approval of Amendment No. 1 to the Architectural Agreement for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations Project, Terrebonne Parish, Louisiana.
6. Introduce an ordinance to authorize the Parish President to execute on behalf of Terrebonne Parish Consolidated Government (TPCG) a lease agreement with the Terrebonne-Men's Carnival Club, Inc. for the former Agricultural Center at the Houma-Terrebonne Airport which will replace and extend the current lease of the former Agricultural Center at the Houma-Terrebonne Airport, to continue to provide for livestock and agricultural fair exhibits, rodeos, horse shows, and recreational events that are open to the public; and call a public hearing on said matter on Wednesday, June 14, 2023 at 6:30 p.m.
7. Introduce an ordinance authorizing the Parish President to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 208142, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank; authorizing the execution of any purchase agreements, act of sales, and any other documents necessary or reasonable to facilitate same; and authorizing the Parish President to execute on behalf of TPCG an agreement and any other necessary documents with the Louisiana Office of Community Development to obtain and facilitate funding for the purchase of said immovable property and call a public hearing on said matter on Wednesday, June 14, 2023 at 6:30 p.m.
8. Introduce an ordinance to approve an ad valorem tax exemption for Alexander Ryan Marine and Safety, LLC, Application No. 20200524-ITE, and call a public hearing on said matter on Wednesday, June 14, 2023, at 6:30 p.m.
9. Adjourn

Category Number:
Item Number:



Monday, May 22, 2023

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, May 22, 2023

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, May 22, 2023

Item Title:

Amendment No. 2 for HPD Sub-Station

Item Summary:

RESOLUTION: Providing approval of Amendment No. 2 to the Engineering Agreement for Houma Police Department East Side Substation, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/16/2023	Executive Summary
Resolution	5/16/2023	Resolution
Backup	5/16/2023	Backup Material
Backup	5/16/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Houma Police Department East Side Substation

PROJECT SUMMARY (200 WORDS OR LESS)
To construct a new sub-station on the East Side of Houma

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to cover costs associated with the Federal requirements for the Davis-Bacon Act.

TOTAL EXPENDITURE		
Increase of \$16,500.00		
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)		
<u>ACTUAL</u>	ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)		
N/A	NO	<u>YES</u>
IF YES AMOUNT BUDGETED:		\$ 16,500

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

Jeanne P. Bray

05/16/2023

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 2 to the Engineering Agreement for **Houma Police Department East Side Substation**, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a Engineering Agreement dated July 29th, 2021, with Duplantis Design Group, PC for the Project entitled **Houma Police Department East Side Substation**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER only has provisions for certain limitations for Basic and Additional Services, and

WHEREAS, the funding for this project has certain requirements, and

WHEREAS, the OWNER is desirous of including additional services to include monitoring in accordance the Federal Requirements, and

WHEREAS, this above work will increase the additional services section by including the Davis Bacon Act for an increase of \$16,500.00, and

WHEREAS, the firm of Duplantis Design Group, PC, has been asked to oversee these activities under the Additional Services section of the Engineering Agreement for this project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need to increase in the upset limit, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 2 to the Engineering Agreement for a total increase of \$16,500.00 and authorizes Parish President, Gordon E. Dove, or his designee, to execute this Amendment No. 2 to the Engineering Agreement for the Houma Police Department East Side Substation, with Duplantis Design Group, PC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, Duplantis Design Group, PC.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2023.

* * * * *

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 2
TO
ARCHITECTURAL AGREEMENT**

THIS AMENDMENT NO. 2, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 2023;

BY AND BETWEEN:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (TPCG), a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Gordon E. Dove (hereafter sometimes referred to as "OWNER"), and

DUPLANTIS DESIGN GROUP, PC., represented herein by Stephen Viguerie, AIA Principal, duly authorized representative of the firm (hereafter sometimes referred to as "ARCHITECT");

is a revision pursuant to 5.1.1 (Basic Services) and 5.1.2 (Additional Services) to the ARCHITECTURAL AGREEMENT dated July 29, 2021, for professional architectural services between the OWNER and ARCHITECT.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a Engineering Agreement dated July 29th, 2021, with Duplantis Design Group, PC for the Project entitled **Houma Police Department East Side Substation**, and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER only has provisions for certain limitations for Basic and Additional Services, and

WHEREAS, the funding for this project has certain requirements, and

WHEREAS, the OWNER is desirous of including additional services to include monitoring in accordance the Federal Requirements, and

WHEREAS, this above work will increase the additional services section by including the Davis Bacon Act for an increase of \$16,500.00, and

WHEREAS, the firm of Duplantis Design Group, PC, has been asked to oversee these activities under the Additional Services section of the Engineering Agreement for this project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need to increase in the upset limit, and

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Section 5, Paragraph 5.1.1, reads as follows:

5.1.1 For Basic Services. OWNER shall pay ARCHITECT for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit "A", "Further Description of Basic Engineering Services and Related Matters") a flat fee in the

total amount of **One-Hundred Five Thousand Thirty-Two and no/100 (\$105,032.00) Dollars**, and no more, in accordance with the payment schedule in Section 5.2 herein below.

Amend Section 5, Paragraph 5.1.2.1 to read as follows:

- 5.1.2.1 Rendering. For services and reimbursable expenses incurred for the design, rendering, and installation of the Project construction sign, **a flat fee of One Thousand and No/100 (\$1,000.00)**, and no more.
- 5.1.2.1 Davis Bacon Monitoring.** Weekly reviews / Paperwork (3 hours per week for duration of construction). Three (3) Site Interviews (4 hours each), **a fixed fee of Sixteen Thousand Five Hundred Dollars and No/100 (\$16,500)**, and no more.

Section 5, Paragraph 5.1.2.2, reads as follows:

- 5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ARCHITECT pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of standard hourly or unit rates in the following table:

Technical Services Principal Engineer	Per Hour \$150.00
Project Engineer/Field Engineer.....	Per Hour \$120.00
Site Coordinator.....	Per Hour \$75.00
Technician	Per Hour \$65.00
Geotechnician	Per Hour \$65.00
Clerical/Drafting Services.....	Per Hour \$55.00
Laboratory Testing Services Moisture Content Test (ASTM D2216).....	Per Test \$8.00
Density Determination.....	Per Test \$15.00
Atterberg Limits Determination (ASTM D4318)	Per Test \$60.00
Percent Passing #200 Sieve (ASTM D1140).....	Per Test \$40.00
Sieve Analysis (ASTM D422).....	Per Test \$75.00
Hydrometer Analysis (ASTM D422).....	Per Test \$110.00
Unconfined Compression (ASTM D2166).....	Per Test \$48.00
Moisture-Density Relationship a. ASTM D698 and D1557, Method A	Per Test \$135.00
b. ASTM D698 and D1557, Methods B, C & D.....	Per Test \$145.00
California Bearing Ratio (ASTM D1883) excluding MD Relationship.....	Per Test \$225.00
Organic Content (ASTM D2974)	Per Test \$65.00
pH Determination	Per Test \$30.00
Specific Gravity (ASTM D854).....	Per Test \$95.00
Triaxial Shear Test (unconsolidated undrained) ASTM D2850.....	Per Point \$75.00
Consolidation Test (ASTM D2435).....	Per Test \$600.00
Mobilization and Demobilization Pre-mobilization and Project Coordination.....	See Personnel Rates
Drill Rig, Support Vehicle and crew.....	Per Mile \$5.00
Minimum Mob Charge	Lump Sum \$500.00
ATV Mounted Drill Rig	Per Mile \$7.50 Per
Diem, Per Person.....	Per Day \$150.00
Equipment Rental	Cost +15%
Drilling Services Drilling and Sampling Footage Rates, 0 – 50’ Intermittent – 5’ Intervals .	Per Foot \$17.50
Continuous Sampling.....	Per Foot \$25.00
Drilling and Sampling Footage Rates, 50’ – 100’ Intermittent – 5’ Intervals	Per Foot \$23.00
Continuous Sampling.....	Per Foot \$32.00
Drilling and Sampling Footage Rates, 100’ – 150’ Intermittent – 5’ Intervals.....	Per Foot \$31.00

Continuous Sampling..... Per Foot \$43.00
Additional Services Grouting..... Per Foot \$6.00
Hand Auger Drilling and Sampling Per Hour \$110.00

Services and reimbursable expenses of special consultants will be approved and paid for by ARCHITECT. At this time, only the geotechnical engineering services of Stratum Engineering, LLC are anticipated, and **these services shall not exceed a total of Four Thousand Seven Hundred and No/100 (\$4,700.00) Dollars.**

Section 5, Paragraph 5.1.2.4, reads as follows:

5.1.2.4 Resident Project Services. OWNER does not require Resident Project Services at the time of execution of this Contract. OWNER and ARCHITECT may enter into a change order or may amend this agreement in writing in the event OWNER, in its discretion, wishes to obtain these services at a later time.

Section 5, Paragraph 5.1.3, reads as follows:

5.1.3 For Reimbursable Expenses. These expenses are inclusive of the flat contract price provided for in Paragraph 5.1.1.

Section 5, Paragraph 5.1.4, reads as follows:

5.1.4 As used in this Paragraph 5.1, the term "Construction Cost" will have the meaning assigned to it in Paragraph 6.1; the term "Reimbursable Expenses" will have the meaning assigned to it in Paragraph 5.4 and the term "Limitation of Cost" will have the meaning assigned to it in Paragraph 5.5.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this _____ day of _____, 2023.

OWNER:
TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

ARCHITECT:
DUPLANTIS DESIGN GROUP, PC

BY: _____
Gordon E. Dove,
President

BY: _____
Stephen Vigurie, AIA
Senior Project Architect

WITNESSES:

WITNESSES:

PROFESSIONAL SERVICES AGREEMENT AMENDMENT # 2

DESCRIPTION OF DESIGN CHANGES

The scope of this change is for additional services for the following:

- Davis Bacon Monitoring
 - Weekly reviews / paperwork (3 hours per week for duration of construction)
 - 3 Site Interviews (4 hours each)

ESTIMATED FEE FOR THIS AMENDMENT: \$ 16,500

☐ Hourly ☐ Hourly Not to Exceed ☒ Fixed Fee

CONTRACT SUMMARY

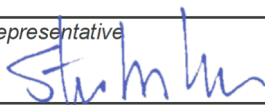
Original Contract	July 29, 2021	\$ 69,032.00
Amendment #1	October 6, 2022	\$ 36,000.00
Amendment #2	May 9, 2023	\$ 16,500.00

TOTAL : **\$ 121,532.00**

ACCEPTANCE OF AMENDMENT

On May 9, 2023, the parties hereto executed an original Standard Form of Agreement for Professional Engineering Services which remains in full force and effect and is hereby incorporated by reference thereto. This Professional Services Agreement Amendment shall be bound by the terms and conditions of the original Standard Form of Agreement for Professional Engineering Services not inconsistent herewith.

Client Representative



Stephen Viguere, AIA, Principal
Duplant Design Group, PC

Date

May 9, 2023

Date

Category Number:
Item Number: 2.



Monday, May 22, 2023

Item Title:

Appointment for South Louisiana Wetlands Discovery Center Project (SLWDC) Phase 2

Item Summary:

RESOLUTION: Ratifying the appointment of the engineering firm of Milford & Associates, Inc., to provide professional services for the South Louisiana Wetlands Discovery Center (SLWDC) Phase 2, FP&C Project No. 50-J55-14-06; and authorizing the execution of an engineering agreement for these services.

ATTACHMENTS:

Description

Executive Summary
Resolution

Upload Date

5/16/2023
5/16/2023

Type

Executive Summary
Resolution



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
South Louisiana Wetlands Discovery Center Project (SLWDC) Phase 2; FP&C Project No. 50-J55-14-06

PROJECT SUMMARY (200 WORDS OR LESS)
To construct additional amenities to the new South Louisiana Wetlands Discovery Center (SLWDC)

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this resolution is to appoint the engineering firm Milford & Associates, Inc. to provide required services for the South Louisiana Wetlands Discovery Center Project (SLWDC) Phase 2.

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

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

Jeanne P. Bray

5/15/2023

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution ratifying the appointment of the engineering firm of Milford & Associates, Inc., to provide professional services for the **South Louisiana Wetlands Discovery Center (SLWDC) Phase 2, FP&C Project No. 50-J55-14-06**; and authorizing execution of an engineering agreement for these services.

WHEREAS, the Terrebonne Parish Consolidated Government wishes to oversee a project for the South Louisiana Wetlands Discovery Center, and

WHEREAS, the engineering firm of Milford & Associates, Inc., has been selected to provide the required services for the South Louisiana Wetlands Discovery Center Project (SLWDC) Phase 2, FP&C Project No. 50-J55-14-06; and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council does hereby ratify the appointment of the engineering firm of Milford & Associates, Inc., by Terrebonne Parish President Gordon E. Dove for professional engineering services for the South Louisiana Wetlands Discovery Center Project (SLWDC) Phase 2, FP&C Project No. 50-J55-14-06; 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 engineering agreement with the engineering firm of Milford & Associates, Inc., by Terrebonne Parish President Gordon E. Dove, or his designee, for the South Louisiana Wetlands Discovery Center Project (SLWDC) Phase 2, FP&C Project No. 50-J55-14-06.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this _____ day of _____, 2023.

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL



Monday, May 22, 2023

Item Title:

A Resolution authorizing the execution of Balancing Change Order No. 3 to the Construction Agreement for Parish Project No. 18-SEW-02, Martin Luther King Boulevard Sanitary Sewer Project, Terrebonne Parish, Louisiana.

Item Summary:

RESOLUTION: Authorizing the execution of Balancing Change Order No. 3 to the Construction Agreement for Parish Project No. 18-SEW-02, Martin Luther King Boulevard Sanitary Sewer Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/18/2023	Executive Summary
Resolution	5/18/2023	Resolution
Backup - CO#3 (Balancing)	5/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Martin Luther King Sanitary Sewer Project Parish Project No. 18-SEW-02

PROJECT SUMMARY (200 WORDS OR LESS)

A Resolution authorizing the execution of Balancing Change Order No. 3, which will provide a credit for the custom spacers for the gravity main under MLK Boulevard, add an additional sewer service tap and make adjustments to the 12” sanitary sewer line along D-2 and D-1 manhole, for an increase of \$10,928.00.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This project will extend sewer service to businesses along a major business corridor in Terrebonne Parish.

TOTAL EXPENDITURE

\$10,928.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A	NO	YES	IF YES AMOUNT BUDGETED:	\$84,903
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COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO.

A resolution authorizing the execution of Balancing Change Order No. 3 to the Construction Agreement for Parish Project No. 18-SEW-02, Martin Luther King Boulevard Sanitary Sewer Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a Construction Agreement, dated July 29, 2021, with LA Contracting Enterprise, LLC, Recordation Number 1632042, dated July 29, 2021, for the Martin Luther King Boulevard Sanitary Sewer Project, Parish Project No. 18-SEW-02, Terrebonne Parish, Louisiana, and

WHEREAS, this change order is necessary to add an additional service tap and to balance final quantities used to complete the project in Balancing Change Order No. 3, issue a credit for the “Custom Spacers” for gravity main under Martin Luther King Boulevard and make adjustments to the 12” Sanitary Sewer Line along D-2 and D-1 manhole, and

WHEREAS, the Engineer, GIS Engineering, LLC, has recommended this Balancing Change Order No. 3 for an increase in the contract price of \$10,928.00.

NOW, THEREFORE BE IT RESOLVED, the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution of Balancing Change Order No. 3 by Terrebonne Parish President Gordon E. Dove, for Parish Project No. 18-SEW-02, Martin Luther King Boulevard Sanitary Sewer Project, Terrebonne Parish, Louisiana.

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

The Chairman declared the resolution adopted on this, the _____ day of _____, 2023.

* * * * *

I, TAMMY E TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on _____, 2023 and subsequently ratified by the Assembled Council in Regular Session on _____, 2023 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



ENGINEERING LLC

Coastal Design & Infrastructure

187 Elysian Dr.
Houma, LA 70363
P: (985) 219-1000 | F: (985) 475-7014
www.giseng.com

May 16, 2023

Terrebonne Parish Consolidated Government
Pollution Control
2000 St. Louis Canal Rd.
Houma, LA 70360

Attention: Mr. Gregory E. Bush, Lt. Col, USA, Retired,
Pollution Control Administrator

Subject: Balancing Change Order No. 3

Reference: Martin Luther King Boulevard Sanitary Sewer Project
Parish Project No. 18-SEW-02
GIS Project No. 39130-1092/1093

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

MAY 16 2023

POLLUTION CONTROL

Mr. Bush,

Enclosed please find four (4) Originals of the balancing Change Order No. 3 for the above referenced project. The purpose of this change order is to add an additional service tap and to balance final quantities used to complete the project in Balancing Change Order No.2. This change order will have a Credit for the following items in the contract "Custom Spacers for Gravity Main Under MLK". This change order will add an additional sewer service line for "La Quinta Inn" and the adjustments to the 12" Sanitary Sewer Line along D-2 and D-1 Man Hole.

Upon review and approval of the Terrebonne Parish Council, please execute and retain one (1) copy for your records, record one (1) copy with the Terrebonne Parish Clerk of Court office, and return the remaining copies to GIS. Upon receipt of the fully executed Change Order we will distribute a copy to the Contractor.

If you should have any questions or require any additional information, please contact me at (985) 219-1000.

Kevan D. Keiser, P.E.
Project Manager
Coastal Design & Infrastructure
GIS Engineering, LLC

Enclosures

Cc: Trey Waguespack – TPCG
John Plaisance – GIS
Joe Chauvin - GIS



Martin Luther King Boulevard
Sanitary Sewer Project
TPCG Project No. 18-SEW-02
GIS Project No. 39130-1092/1093



BALANCING CHANGE ORDER NO. 3

OWNER:

Terrebonne Parish Consolidated Government
P. O. Box 2768
Houma, LA 70360

DATE OF ISSUANCE:

May 5, 2023

ENGINEER:

GIS Engineering, LLC
197 Elysian Drive
Houma, Louisiana 70363

ENGINEER'S PROJECT NO.

39130-1092/1093

CONTRACTOR:

LA Contracting Enterprise, LLC
P. O. Box 5178
Thibodaux, LA 70302

You are directed to make the following changes in the Contract Documents.

Purpose of Change Order:

The purpose of this change order is to add an additional service tap and to balance final quantities used to complete the project in Balancing Change Order No.2. This change order will have a **Credit** for the following items in the contract "Custom Spacers for Gravity Main Under MLK". This change order will add an additional sewer service line for "La Quinta Inn" and the adjustments to the 12" Sanitary Sewer Line along D-2 and D-1 Man Hole.

Description:

The following Items will be added to the contract:

Bid Item No.CO3-A - Additional Service Line "La Quinta Inn" - **\$1,870.00**

Bid Item No.CO3-B - Adjustment to 12" Sanitary Sewer Line - **\$14,548.00**

The following Items will be deducted from the contract:

Bid Item No.CO1-A - Custom Spacers for Gravity Main Under MLK. (**\$5,490.00**)

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 1,059,970.00

Previous Change Orders No.1 & 2

\$ 10,203.00

Contract Price Prior to this Change Order

\$ 1,070,173.00

Net Increase of this Change Order

\$ 10,928.00

Contract Price with all approved Change Orders

\$ 1,081,101.00

CHANGE IN CONTRACT TIME:

Original Contract Time

325 Calendar Days

Days or Date

Net Change from previous Change Orders

0 Days

Days

Contract Time Prior to this Change Order

325 Calendar Days

Days or Date

Net Increase of this Change Order

0 Days

Date

Contract Time with all approved Change Orders

325 Calendar Days

Days or Date

RECOMMENDED:

By:

[Signature]
GIS ENGINEERING, LLC

Date:

5/16/23

APPROVED:

By:

TPCG

Date:

APPROVED:

By:

[Signature]
LA CONTRACTING ENTERPRISE, LLC

Date:

5/11/23



Martin Luther King Boulevard
Sanitary Sewer Project
TPCG Project No. 18-SEW-02
GIS Project No. 39130-1092/1093



Balancing Change Order No. 3
Summary

Bid Item No.	Item	Unit	Unit Cost	Original Qty	Original Bid \$ Amount	Net Change in Qty	Net Change in \$ Amount	Item New Total Qty	Item New Total \$ Amount
CO1-A	Custom Spacers for Gravity Main Under MLK - Credit	EA	\$305.00	18	\$5,490.00	(18.00)	(5490.00)	0	\$0.00
CO3-A	Additional Service Line "La Quinta Inn"	LS	\$1,870.00	1	\$1,870.00	1	\$1,870.00	1	\$1,870.00
CO3-B	Adjustment to 12" Sanitary Sewer Line	LS	\$14,548.00	1	\$14,548.00	1	\$14,548.00	1	\$14,548.00
Net Change in Contract Value							\$10,928.00		



Monday, May 22, 2023

Item Title:

Resolution authorizing the sole source / proprietary purchase of one (1) Flygt Submersible Pump (NT3315.185, 637 imp, 110hp, 460v3) and Mounting Kit for the Gum Street Sewer Lift Station, for the Sewer Collection Division.

Item Summary:

RESOLUTION: Authorizing the sole source / proprietary purchase of one (1) Flygt Submersible Pump (NT3315.185, 637 imp, 110hp, 460v3) and Mounting Kit for the Gum Street Sewer Lift Station, for the Sewer Collection Division.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/18/2023	Executive Summary
Resolution	5/18/2023	Resolution
Backup - Proposal	5/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
RESOLUTION: Concurring with the recommendation of Administration approving the sole source/proprietary purchase of one (1) Flygt Submersible Pump and Mounting Kit for the Gum Street Sewer Lift Station within the Sewer Collection Division.

PROJECT SUMMARY (200 WORDS OR LESS)
It has been determined that the quoted price from Gulf States Engineering Co., Inc. for one (1) Flygt Submersible Pump and Mounting Kit for Gum Sewer Lift Station approved under the sole source provisions set forth in LA R.S. 39:1597 and 39:1551 et seq.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Replacement Pump at the Gum Sewer Lift Station.

TOTAL EXPENDITURE
\$95,257.05
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUAL ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)
N/A NO YES IF YES AMOUNT BUDGETED: \$402,957

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



Signature

May 17, 2023

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. _____

WHEREAS, prices were obtained by the Terrebonne Parish Consolidated Government for the sole source / proprietary purchase of one (1) Flygt Submersible Pump (NT3315.185, 637 imp, 110hp, 460v3) and Mounting Kit for the Gum Street Sewer Lift Station for the Sewer Collection Division and,

WHEREAS, after careful review by Scotty P. Dryden, Pollution Control Operations Manager and David Rome, Public Works Director, it has been determined that the quoted price of Ninety-Five Thousand, Two Hundred Fifty-Seven Dollars and Five Cents (\$95,257.05) from Gulf States Engineering Co., Inc. for the sole source / proprietary purchase of one (1) Flygt Submersible Pump and Mounting Kit should be accepted as per the attached documents and under sole source / proprietary provisions set forth in the Louisiana Revised Statutes Titles 39:1597 and 39:1551 et seq., and

WHEREAS, the Parish Finance Department has verified that funds are budgeted in the 2023 Budget under Account Number 311-434-8927-13 for the purchase of the aforementioned pump, and

WHEREAS, the Parish Administration has recommended the acceptance of the price for the aforementioned pump at the cost of Ninety-Five Thousand, Two Hundred Fifty-Seven Dollars and Five Cents (\$95,257.05), as per the attached documents.

NOW THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved and that the sole source / proprietary purchase of the aforementioned pumps be accepted as per the attached forms.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairwoman declared this resolution adopted this _____ day of _____, 2023.

* * * * *

Gulf States Engineering Co., Inc. Standard Terms Of Sale "GSERTC11-2002" Apply



Mark A Shaw
Territory Manager
Xylem Inc
Flygt Products

1012 Riviera Rd
Roanoke TX 76262
Cell 262 227 3763

mark.shaw@xyleminc.com

February 3, 2022

To whom it may concern

Subject: Authorized Distributor - Flygt Products, Sales, & Service

Please be advised that Gulf States Engineering is the only authorized distributor for Flygt Products, Service and Warranty Repairs in the States of Louisiana, West Tennessee and Mississippi. Their staff is factory trained and certified to provide you the best service available.

Thank you for your interest in Flygt Products and do not hesitate to call me if you have any questions regarding distribution or any other matter.

Sincerely,

Mark A Shaw
Xylem Water Solutions USA, Inc.

JUSTIFICATION FOR SOLE SOURCE OR PROPRIETARY PURCHASE

Requisition / P. O. # _____

Department: Sewer Collection

Indicate if sole source or proprietary: Sole Source

Sole Source / Proprietary Product or Service: Flygt Submersible Pump Model NT3315.185, 637 imp, 110 hp, 460v3 Pump with 3300MT to 3315MT Conversion Mounting Kit 6719300.

Vendor name, address, and telephone number: Flygt Products, Sales and Service – Authorized Distributor is Gulf States Engineering Co., Inc., P. O. Box 52511, Lafayette, LA 70505, Richard Aguirre, 225-603-3669.

Sole source and proprietary purchases are allowed by the Louisiana Procurement Code (La R.S. 39:1551 et. seq.) when certain conditions exist. This form shall be used to justify sole source or proprietary purchases for unique products, services or conditions. This form shall become a part of the permanent record for this purchase.

A **sole source** justification represents a request from the end user for the Purchasing Division to waive the bid process in accordance with La. R.S. 39:1597 and L.A.C. 34:I.901-907. For the purpose of this form, the particular item or service is available from only one supplier (usually the manufacturer) and is unique in that no other will be suitable or acceptable to meet the need.

A **proprietary** specification justification represents a request from the end user to limit the specification to describe a product proprietary to one supplier in accordance with La. R.S. 39:1655 and meets the definition and use described in L.A.C. 34:I.309. A proprietary purchase is similar to a sole source when no other is suitable or acceptable to meet the need, but there is more than one potential bidder because the manufacturer has chosen to sell his product through multiple distributors. A proprietary purchase is considered competitive and the solicitation shall include language indicating the purchase has been approved as proprietary and not invite bids for equal products.

1. Explain specification requirements and how or why ONLY the designated product/service meets the need. Cite the qualities/features that make this product or service unique in meeting the need.

Replace in kind.

2. Specifically name, by manufacturer and model or service provider, other products or services investigated (if fewer than two, explain).

N/A

3. State specifically why and how other products investigated are deficient in meeting the need.

Any other pump would require alterations to existing discharge piping, some of which is submerged in sewage.

4. **Sole Source** – Obtain signed letterhead quotation and declaration of sole source from corporate marketing (not sales representative) stating product or service is not sold through distributors, attach a notarized or published price list or retail price verification for the item(s), and submit all documents to your division and/or department head for approval and forwarding to the Purchasing Division.

OR

Proprietary – Submit this justification form to your division and/or department head for approval and forwarding to the Purchasing Division.


David K. Tyler, Sewer Collection Superintendent

05-17-2023
Date


Scotty P. Dryden, Operations Manager

5/17/23
Date

David V. Rome, Jr. Public Works Director

Date

.....
FOR PURCHASING DIVISION USE

Comments: _____

Purchasing Manager: ☐ Approve ☐ Disapprove

Signature and Date

Category Number:
Item Number: 5.



Monday, May 22, 2023

Item Title:

Amendment no. 1 for Head Start HVAC Renovations

Item Summary:

RESOLUTION: Providing approval of Amendment No. 1 to the Architectural Agreement for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/18/2023	Executive Summary
Resolution	5/18/2023	Resolution
Backup Material	5/18/2023	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 21-BLDG-69	Head Start HVAC Renovations Project

PROJECT SUMMARY (200 WORDS OR LESS)
To make HVAC improvements to several of the Head Start buildings through a Grant received.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to make changes to Additional Services due to the need for Reimbursable expenses.

TOTAL EXPENDITURE	
Increase of \$500.00	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
	\$613973.65

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

Jeanne P. Bray

5/17/2023

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION

A resolution providing approval of Amendment No. 1 to the Architectural Agreement for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into an Architectural Agreement dated March 8, 2022 with Houston J. Lirette, APAC, and later assigned to Gros Flores Positerry, LLC, for the Project entitled Parish Project No. 21-BLDG-69, Head Start HVAC Renovations Project, and

WHEREAS, the Architectural Agreement between OWNER and ENGINEER only has provisions for certain limitations for Basic Services, and

WHEREAS, it is necessary to make changes to the contract due the need for reimbursable expenses, and

WHEREAS, the firm of Gros Flores Positerry, LLC, has been asked to perform these activities under the Basic and Additional Services section of the Architectural Agreement for this project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need to increase the upset limit, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 1 to the Architectural Agreement for a total increase of \$500.00 and authorizes Parish President, Gordon E. Dove, or his designee, to execute this Amendment No. 1 to the Architectural Agreement for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations Project with Gros Flores Positerry, LLC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Architect, Gros Flores Positerry, LLC.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2023.

* * * * *

I, TAMMY E. TRIGGS, Assistant Court Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

TAMMY E. TRIGGS
ASSISTANT COURT CLERK
TERREBONNE PARISH COUNCIL

**AMENDMENT NO. 1
TO
ARCHITECTURAL AGREEMENT**

THIS AMENDMENT NO. 1, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____ day of _____, 20__;

BY AND BETWEEN:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (TPCG), a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Gordon E. Dove (hereafter sometimes referred to as "OWNER"), and

GROS FLORES POSITERRY, LLC, represented herein by Kevin M. Gros, duly authorized Chief Executive Officer (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to Section 5.1.2 (Additional Services) to the ARCHITECTURAL AGREEMENT dated March 8, 2022 for professional Architectural services between the OWNER and ENGINEER.

WHEREAS, the Terrebonne Parish Consolidated Government entered into an Architectural Agreement dated March 8, 2022 with Houston J. Lirette, APAC, and later assigned to Gros Flores Positerry, LLC, for the Project entitled Parish Project No. 21-BLDG-69, Head Start HVAC Renovations Project, and

WHEREAS, the Architectural Agreement between OWNER and ENGINEER only has provisions for certain limitations for Basic Services, and

WHEREAS, it is necessary to make changes to the contract due the need for reimbursable expenses, and

WHEREAS, the firm of Gros Flores Positerry, LLC, has been asked to perform these activities under the Basic and Additional Services section of the Architectural Agreement for this project, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need to increase the upset limit, and

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Section 5, Paragraph 5.1.1, reads as follows:

AMENDMENT NO. 1

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit “A”, “Further Description of Basic Architectural Services and Related Matters” as Follows:

**Percentage Fee (based on the State of Louisiana- FP&C calculator):
\$55,786.00**

The fee for basic services based on a percentage of the construction cost will have a maximum limitation of 110% of the ARCHITECT's Opinion of Probable Construction Cost submitted with the Final Design Documents in accordance with Section 1.4.3 of this contract. The fee for basic services based on a percentage of the construction cost will have a minimum limitation of 90% of the ARCHITECT's Opinion of Probable Construction Cost submitted with the Final Design Documents in accordance with Section 1.4.3 of this contract.

Section 5, Paragraph 5.1.2.1, reads as follows:

- 5.1.2.1 General. For Additional Services rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", “**Schedule of Fees**”. At this time, the following additional services are anticipated and the Estimated Costs shown below are recommended for budgetary considerations.

Additional Services
None at this time

Estimated Cost

Section 5, Paragraph 5.1.2.2, reads as follows:

- 5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ENGINEER pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit “D”. Services and reimbursable expenses of special consultants will be approved by ENGINEER, but shall be paid directly by OWNER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: **None at this time.**

Section 5, Paragraph 5.1.2.4, reads as follows:

- 5.1.2.4 Resident Project Services. For resident services during construction furnished under paragraph 2.2.1, on the basis of Exhibit “D” for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **None at this time**

Amend Section 5, Paragraph 5.1.3, to read as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **\$500.00**.

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **\$500.00**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 20__.

OWNER:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

BY: _____
Gordon E. Dove
Parish President

ENGINEER:

Gros Flores Positerry, LLC

BY: _____
Kevin M. Gros
Chief Executive Officer

WITNESSES:

WITNESSES:



Monday, May 22, 2023

Item Title:

Ordinance for Lease Agreement with the Terrebonne-Men's Carnival Club, Inc. for the former Agricultural Center

Item Summary:

Introduce an ordinance to authorize the Parish President to execute on behalf of Terrebonne Parish Consolidated Government (TPCG) a lease agreement with the Terrebonne-Men's Carnival Club, Inc. for the former Agricultural Center at the Houma-Terrebonne Airport which will replace and extend the current lease of the former Agricultural Center at the Houma-Terrebonne Airport, to continue to provide for livestock and agricultural fair exhibits, rodeos, horse shows, and recreational events that are open to the public; and call a public hearing on said matter on Wednesday, June 14, 2023 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/15/2023	Executive Summary
Ordinance	5/15/2023	Ordinance
Cooperative Endeavor Lease Agreement between TPCG and Terrebonne-Men's Carnival Club, Inc.	5/15/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President (or Administration) to execute on behalf of Terrebonne Parish Consolidated Government (TPCG) a Lease Agreement with the Terrebonne-Men's Carnival Club, Inc. for the former Agricultural Center at the Houma-Terrebonne Airport which will Replace and Extend the Current Lease of the Former Agricultural Center at the Houma-Terrebonne Airport, to Continue to Provide for Livestock and Agricultural Fair Exhibits, Rodeos, Horse Shows, and Recreational Events that are Open to the Public; and call a Public Hearing on Wednesday, June 14, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG leases the premises known as the former Agricultural Center to the Terrebonne-Men's Carnival Club, Inc. (Krewe of Hercules) for local livestock and agricultural events, and its current lease expires March 1, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)


TPCG believes an additional 10-year lease for the same purposes will continue to substantially benefit recreational opportunities in Terrebonne Parish and facilitate local livestock and agricultural fair exhibits, rodeos, horse shows, and recreational events that are open to the public. TPCG finds that its expenditure according to the terms of this cooperative endeavor lease agreement, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at lease equivalent value in exchange for the expenditure of its public funds.

TOTAL EXPENDITURE

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
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Mike Touns, Parish Manager


Date

5/15/23

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO EXECUTE ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) A LEASE AGREEMENT WITH THE TERREBONNE-MEN’S CARNIVAL CLUB, INC. FOR THE FORMER AGRICULTURAL CENTER AT THE HOUMA-TERREBONNE AIRPORT WHICH WILL REPLACE AND EXTEND THE CURRENT LEASE OF THE FORMER AGRICULTURAL CENTER AT THE HOUMA-TERREBONNE AIRPORT, TO CONTINUE TO PROVIDE FOR LIVESTOCK AND AGRICULTURAL FAIR EXHIBITS, RODEOS, HORSE SHOWS, AND RECREATIONAL EVENTS THAT ARE OPEN TO THE PUBLIC.

WHEREAS, TPCG is authorized by La. R.S. 33:4552 to “dedicate and set apart for use . . . for other recreation purposes, any lands or buildings owned or leased by the municipality or parish, and not dedicated to another and inconsistent public use [and] provide for their equipment, maintenance and conduct . . . by making an appropriation therefor from any available funds”;

WHEREAS, TPCG leases the premises known as the former Agricultural Center to the Terrebonne-Men’s Carnival Club, Inc. (Krewe of Hercules) for local livestock and agricultural events, and its current lease expires March 1, 2024; and

WHEREAS TPCG believes an additional 10-year lease for the same purposes will continue to substantially benefit recreational opportunities in Terrebonne Parish and facilitate local livestock and agricultural fair exhibits, rodeos, horse shows, and recreational events that are open to the public; and

WHEREAS, TPCG finds that its expenditure according to the terms of this cooperative endeavor lease agreement, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at lease equivalent value in exchange for the expenditure of its public funds; and

WHEREAS, a copy of the proposed 10-year Lease Agreement is attached hereto and made a part of this Ordinance; and

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

Section I

The Parish President (or Administration) is authorized to execute on behalf of the TPCG the attached Lease Agreement for the purposes set out therein, subject to approval by the TPCG legal department.

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 separable.

Section III

This ordinance shall become effective upon approval by the parish president (or administration) 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:

ABSENT:

The chairman declared the ordinance adopted on this, the____ day of _____ 2023.

Chairwoman
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 return to Council Clerk:

I, Council Clerk for 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 _____ 2023, at which meeting a quorum was present.

Given under my official signature and seal of this office on this____ day of _____ 2023.

Council Clerk
Terrebonne Parish Council

STATE OF LOUISIANA

PARISH OF TERREBONNE

**COOPERATIVE ENDEAVOR LEASE AGREEMENT
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
TERREBONNE-MEN'S CARNIVAL CLUB, INC.**

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

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 Resolution No. 22-188, or his duly authorized designee, Michael C. Touns, Parish Manager, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1627089, whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; (hereinafter referred to as "TPCG"); and,

TERREBONNE-MEN'S CARNIVAL CLUB, INC., a Louisiana non-profit corporation, authorized to do and doing business in Terrebonne Parish, State of Louisiana, informally known as "Krewe of Hercules," represented by its President, MARK PITRE, as per the attached Resolution of said corporation (hereinafter sometimes referred to as "KREWE" and "LESSEE")

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

WHEREAS Louisiana Revised Statute 33:4553 provides that local governing bodies may establish recreational systems; and,

WHEREAS TPCG maintains a Parks and Recreation Department responsible for recreational and leisure activities; and,

WHEREAS the subject property formerly operated as an Agricultural Center by the nonprofit organization known as the Terrebonne Livestock and Agricultural Association prior to the nonprofit organization known as the Terrebonne-Men's Carnival Club, Inc. leasing the property effective March 1, 2014; and,

WHEREAS TPCG and KREWE believe they can continue to substantially benefit recreational opportunities in Terrebonne Parish by entering an additional 10-year cooperative endeavor lease of the property for the purpose of conducting livestock and agricultural fair exhibits, rodeos, horse shows, and recreational events that are open to the public and which will serve a public purpose and have a public benefit commensurate with the costs; and,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the TPCG and KREWE, each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

Purpose

The purpose of this Cooperative Endeavor Lease Agreement between TPCG and KREWE is to set forth the terms of the lease whose purpose is to provide to the citizens of Terrebonne Parish livestock and agricultural fair exhibits, rodeos, horse shows, and similar recreational events that are open to the public.

1.
LEASE

Lessor does hereby let and lease to Lessee for a period of ten (10 years), beginning on March 1, 2024, and ending on March 1, 2034, the following described property situated on the Houma-Terrebonne Airport grounds in the Parish of Terrebonne, Louisiana, to-wit:

That certain tract of land situated with the Houma-Terrebonne Airport in the Parish of Terrebonne, said tract being bounded on the North by Bayou Chauvin, on the east by a line drawn two hundred fifty (250) feet west of and parallel to Moffet Road, on the south by the property retained by the U.S. Navy, now Calloway Road, and on the west by the west boundary line of the Houma-Terrebonne Airport, LESS AND EXCEPTING, the sewerage treatment plant and right-of-way for the sewerage line to Bayou Chauvin.

2.
RENTAL AND THIRD-PARTY RENTALS

Lessee shall pay to Lessor, as rental, the sum of \$120.00 per year, payable in cash annually and in advance.

The premises are herein leased for the purpose of conducting livestock and agricultural fair exhibits, rodeos, horse shows, similar recreational events and all special events which can be accommodated by the public facilities provided. The Lessee is obligated to not to use the premises for any purpose that is unlawful or tends to injure or depreciate the property.

Lessee is prohibited from making any use of the lease premises which would directly or indirectly involve or result in the discharge, deposit, injection, dumping, spilling, leaking, placing, draining, pumping, percolating, seeping, emitting, or other escaping or release of any hazardous pollutants, substance, or waste as those terms are defined by state and federal laws and regulatory provisions, including but not limited to the Louisiana Environmental Quality Act, la. R.S. 30:2001 et. seq.

All use of the facility by KREWE and third-party renters of that facility shall comply with all State and Local rules and laws including the local noise ordinance.

All third-party rental agreements shall include a provision requiring compliance with the local noise ordinance along with other standard local laws.

3.
IMPROVEMENTS

Should Lessee desire to erect or modify any improvements on the property herein leased, Lessee shall first submit to Lessor all plans for structures and/or improvements to be placed on the leased premises. Lessor may approve said plans, provided they meet with standards that the Lessor is seeking to maintain in that general area, and provided they are in conformity with other structures and improvements on Lessor's property – approval shall not be as to any structural requirements or its integrity for structural purposes. All construction on the premises shall comply with all local and state regulations and obtain all necessary permits.

Except as otherwise indicated herein below, all such structures and/or improvements placed on or made to the leased premises or purchased thereon by Lessee shall remain the property of the Lessee with the right of Lessee to remove the same before the termination of this lease or any renewal thereof, provided lessee leaves the leased premises in the state in which he received it.

In the event said structures and/or improvements are abandoned by Lessee at the termination of this lease or any renewal thereof, said structures and/or improvements shall become the property of Lessor without cost to Lessor. Lessor further reserves the right to compel Lessee to remove said structures and improvements from the leased premises, and in the absence of

compliance by Lessee after 90 days' notice, Lessor may demolish and remove such at Lessee's cost.

Before the sale of any improvements on said property is made by Lessee, the said improvements shall be offered in writing to the Lessor at the sale price offered to third persons and the Lessor shall have thirty (30) days to accept or reject said offer.

4.

PREMISES DISCLAIMER, RESPONSIBILITY FOR DAMAGES,
AND TPCG ACCESS

TPCG AND KREWE RECOGNIZE, STIPULATE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, KREWE HAS INSPECTED AND EXAMINED THE PREMISES AND HEREBY ACCEPTS THE PREMISES IN ITS CURRENT "AS IS", "WHERE IS" CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR CHARACTERISTICS OF THE PREMISES. WITHOUT LIMITING THE FOREGOING, TPCG MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES, THE FITNESS OF THE PREMISES FOR THE OPERATION OF KREWE'S BUSINESS, THE FITNESS OF THE PREMISES FOR A PARTICULAR PURPOSE, OR THE FITNESS OF THE PREMISES FOR ANY PURPOSE. IN ADDITION TO AND NOT AS A SUBSTITUTE FOR THE PROVISIONS OF PARAGRAPH, IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT KREWE SPECIFICALLY ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PREMISES AND THAT TPCG SHALL NOT BE LIABLE FOR INJURY CAUSED BY ANY DEFECT IN THE PREMISES TO KREWE OR ANYONE ON THE PREMISES WHO DERIVED HIS RIGHT TO BE THEREON FROM KREWE, UNLESS THE OWNER KNEW OR SHOULD HAVE KNOWN OF THE DEFECT OR HAD RECEIVED NOTICE THEREOF AND FAILED TO REMEDY IT WITHIN A REASONABLE TIME, ALL TO THE FULLEST EXTENT ALLOWABLE UNDER THE LAW.

It is further understood and agreed that Lessee agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers and the Houma-Terrebonne Airport Commission, from and against any and all claims, demands, expense, and liability arising out of injury or death of any person or the damages, loss or destruction of any property which may occur or in any way arise out of the use and occupancy of the leased premises by license, contract or invitation of lessee. KREWE agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false, or fraudulent.

Without in any way limiting the effects of the hold harmless provisions in the immediately preceding paragraphs, the Lessee and Lessor agree that the Lessee assumes responsibility for the condition of the leased premises and that therefore the provisions of La. R.S. 9:3221 (or any successor Louisiana Law) shall additionally be applicable to this lease.

Lessee further agrees and obligates itself, at the termination of this lease, whether by expiration of its terms or otherwise, subject to the provisions of this lease, to surrender and return said leased premises to the Lessor in as good condition as received, acts of God, the elements, usual wear and tear, and other causes beyond Lessee's control excepted, and without the necessity of the Lessor putting Lessee in default. Lessee further agrees and obligates itself to compensate the Lessor for any damage occurring or caused from the use of said premises by Lessee and caused by the act or acts of Lessee, its agents, employees, or such other persons acting under or through its authority and direction.

Lessee shall indemnify Lessor for, and hold harmless Lessor from and against any and all fines, penalties, costs, suits, claims, demands, liabilities and actions (including without limitation, any and all costs of investigation, monitoring, testing, fencing, alternative water supplies, temporary housing, medical treatment and health monitoring, and costs of treatment and removal of any contaminants) resulting or alleged to result from any breach, violation, or nonperformance of any covenant or condition of this lease instrument or from the use of leased premises or any vice or defect therein or any violation or nonperformance of any applicable state or federal regulation.

TPCG shall have the right to enter the Premises to inspect the condition thereof at any time during the Term to determine if KREWE is performing its obligations under this Agreement, to cure any defaults of KREWE hereunder that TPCG elects to cure, or to cure any defaults by TPCG. Any access which may interrupt KREWE operations shall be scheduled at a mutually convenient time between the parties.

5. INSURANCE

The parties shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the parties' obligations as set forth in this agreement as follows:

A. Minimum Limits of Insurance:

Terrebonne-Men's Carnival Club, Inc. shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence with \$2,000,000 aggregate for bodily injury, personal injury, property damage, and products and completed operations.

2. Automobile Liability: \$500,000 combined single limits per accident, for bodily injury and property damage. If Foundation does not own automobiles, then they shall provide hired and non-owned auto liability coverage in the amount of \$500,000.00.

3. Workers' Compensation Insurance to meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000 and shall include:

- a. Alternate Employer Endorsement
- b. Voluntary Compensation Endorsement

4. Liquor Liability; If you serve ALCOHOL at your event, you need Liquor Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 General Aggregate.

- a. If you serve alcohol at your event and you are charging an admission fee to enter and, as part of the admission fee, you give alcohol to the attendees, it is considered selling alcohol.
- b. TPCG is to be added as "Additional Insured" under this coverage.

B. Other Insurance Provisions:

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

1. TPCG is to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of each party named as an "additional insured."

2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.

3. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. KREWE and its insurers shall agree to waive all rights of subrogation against TPCG, its officers, officials, employees, and volunteers for losses arising from work performed by the insuring party on the required General Liability, Auto Liability, and Workers' Compensation policies.

5. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to TPCG.

6. All policies above endorsed to be primary coverage to any other coverage.

7. Coverage should be endorsed to cover property “territory” of operations.

C. Workers’ Compensation and Employers Liability Coverage

KREWE and its insurers shall agree to waive all rights of subrogation against each “additional insured” party, its officers, employees and volunteers for losses arising from work performed by the insuring party for each “additional insured” party.

D. Acceptability of Insurers

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

E. Verification of Coverage.

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

F. Third Party Users/Renters

1. Third party users/renters of the property, which is the subject of this lease, shall be required to provide a \$500,000 special event insurance coverage when renting the pavilion and a \$1,000,000 special event policy when renting the arena which special event coverages shall name both TPCG and Livestock as additional insureds and certificate holders.
2. If liquor is to be sold on these premises, KREWE must secure Liquor Liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 General Aggregate naming Terrebonne Parish Consolidated Government and Terrebonne Men’s Carnival Club as a “Certificate Holder” and “Additional Insured”.

6.

ASSIGNMENT

The privileges herein shall not be assigned in whole or in part in any manner except by operation of law, and KREWE shall not have the right to assign or sublease the rights granted herein, without the consent of the TPCG obtained beforehand in writing, and in case of such assignment, sublease or succession so consented to, all of the conditions and provisions herein shall apply to such substituted party or KREWE.

7.

TAX AND UTILITY CHARGES

Lessee agrees to pay punctually all charges for gas, electricity, telephone, water, and cable services, or any other utilities used or consumed at the leased premises during the term of this lease. Lessee also agrees to pay punctually all ad valorem taxes and assessments due on the leased premises during the term of this lease.

8.
TERMINATION

This Agreement shall be terminated under any of the following conditions:

- a. By written mutual agreement of the parties hereto.
- b. Upon thirty days written notice of termination by either party.
- c. Should the property that is the subject of this lease become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

9.
NO WAIVER

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.

10.
DEFAULT

Except as otherwise provided herein, if Lessee should violate any condition of this lease, Lessor shall give Lessee fourteen (14) days written notice to correct same. If the deficiency is not corrected within the fourteen-day period (or if remediation is not begun within the 14-day period for those deficiencies which require additional time), Lessor may, at its option, terminate the lease, or remedy the deficiency at Lessee's expense. All notices required herein will be delivered through U.S. Mail to Lessee's last known address or physically delivered to the premises. Except as otherwise provided herein, if it should become necessary for the Lessor to employ an attorney for the purpose of canceling this lease because of Lessee's violation of any provision thereof or for the purpose of enforcing any provision herein, Lessee shall be obligated to pay the reasonable fees of the attorney so employed, together with all costs, charges, and expenses incurred therein.

11.
OTHER LEASES

It is further agreed and understood that the lease herein shall be subject to any current or future lease, agreement, in-kind contract, or any other contracts by and between TPCG and the Houma-Terrebonne Airport Commission; the terms of this lease and the continued existence of this lease are dependent upon and subservient to any such contract or agreement (or lack thereof) by and between TPCG and the Houma-Terrebonne Airport Commission.

12.
GOVERNMENTAL REGULATIONS

This lease agreement is subject to the right of the federal government pursuant to that contract dated the 9th of April 1958 recorded in COB 263, Folio 741, Entry No. 179402, Terrebonne Parish, and all supplements thereon. This lease agreement is also subject to all the terms and conditions of that certain Application for the Airport Property dated November 13, 1957.

All express or implied covenants of the lease shall be subject to all Federal and State laws and to all executive orders, rules, and regulations of State or Federal authorities, ordinances of the TPCG, that resolution stating the policy of the Houma-Terrebonne Airport Commission relative to hotels, motels, trailer parks, rooming houses, mobile home trailers, or other like facilities on the airport property and the Houma-Terrebonne Airport Operations Manual to which reference is made and which are incorporated herein as if copied *in extenso*, and the parties agreeing to be bound by such. The height of any structures placed on this property shall be subject to the approval of the Lessor so that there will be no interference with aircraft landing or

take-off. Any activity conducted at the airport which results in a bird hazard, or any other hazard to aviation, is subject to having the lease canceled or the activity changed.

The Lessee for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: 1. No person on the grounds of race, color, gender, familiar status, disability, religion, age, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination, 3. That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

That in the event of breach of any of the preceding nondiscrimination covenants, the Lessor shall have the right to terminate the license, lease, and permit, and to reenter and repossess said land and the facilities hereon and hold the same as if said lease had never been made or issued.

13. MISCELLANEOUS

The Lessor shall have the right to use said buildings and property when they are not being used by the Lessee, provided that said use shall not interfere with the activities of said Lessee.

14. NOTICE

Notices. Each notice required or permitted to be given hereunder by one party to the other shall be in writing and given personally, sent by facsimile or electronic transmission or placed in the United States mail, postage prepaid, by United States registered or certified mail, return receipt requested, addressed to such party at the address provided for such party herein. Either party may change the address to which notices shall be delivered pursuant to this Agreement by providing the other party written notice of the change of address.

To Lessor:
Terrebonne Parish Consolidated Government
PO Box 2768
Houma, LA 70361

To Lessee:
Terrebonne-Men's Carnival Club, Inc.
PO Box 3237
Houma, LA 70361

15. CHOICE OF LAW

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.

16. LEGAL CONSTRUCTION

If any term of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms or applications which can be given effect without the invalid term or application; to this end, the terms of this Agreement are declared severable.

17. AMENDMENT

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

18.
COMPLIANCE WITH LAWS

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

19.
ADDITIONAL TERMS AND CONDITIONS

No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship between the parties hereto other than the relationship of TPCG and KREWE.

Fees and Expenses. If either TPCG or KREWE files any proceeding in connection with this Agreement, the prevailing party shall be entitled to obtain its attorneys' fees, accountants' fees, court cost and interest from the other party.

Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party hereto, such period of time shall be extended by the number of days such action is delayed due to (a) weather; (b) war or national conflicts or priorities arising therefrom; (c) strikes, lockouts, embargoes, fire, casualties, delays in transportation, shortages or unavailability of materials or labor, national emergency; (c) any other act, event or circumstance beyond such party's control and which (i) such party cannot overcome by the exercise of reasonable and diligent efforts and (ii) is not a result of the negligence or willful misconduct of such party (collectively, "Force Majeure").

Entire Agreement. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Each party agrees that in entering into this Agreement, it relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement, including the preambles first appearing herein and any attachments hereto and made a part hereof, constitutes the whole agreement of the parties and shall in no way be constituted, modified or supplemented, except by a written agreement executed by both TPCG and Foundation.

Counterparts. This Contract may be executed in counterparts and may be transmitted by facsimile copy or e-mailed PDF file, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. KREWE shall also deliver an ink-signed original to TPCG as soon as practicable for purposes of filing this agreement for record with the Recorder of Conveyances in Terrebonne Parish, Louisiana.

[Signature page follows]

20.
SIGNATURES OF THE PARTIES

THUS done and signed on this ____ day of _____ 2023 before me, Notary Public, and in the presence of the undersigned competent witnesses in the parish of Terrebonne, State of Louisiana after a thorough reading of the whole.

WITNESSES: TERREBONNE PARISH CONSOLIDATED GOVERNMENT

BY: GORDON E. DOVE, Parish President
Or: MICHAEL C. TOUPS, Parish Manager

NOTARY PUBLIC

THUS done and signed on this ____ day of _____ 2023, before me, Notary Public, and in the presence of the undersigned competent witnesses in the parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES: TERREBONNE-MEN’S CARNIVAL CLUB, INC.

BY: MARK PITRE, President

NOTARY PUBLIC



Monday, May 22, 2023

Item Title:

Ordinance to Purchase the Hancock Whitney Bank Building for Office Space for Placement of Departments that Lost Their Offices Due to Hurricane Ida

Item Summary:

Introduce an ordinance authorizing the Parish President to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 208142, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets currently owned by Hancock Whitney Bank; authorizing the execution of any purchase agreements, act of sales, and any other documents necessary or reasonable to facilitate same; and authorizing the Parish President to execute on behalf of TPCG an agreement and any other necessary documents with the Louisiana Office of Community Development to obtain and facilitate funding for the purchase of said immovable property and call a public hearing on said matter on Wednesday, June 14, 2023 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/17/2023	Executive Summary
Ordinance	5/17/2023	Ordinance
Property Information	5/17/2023	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President (or Administration) to Perform Due Diligence Inspections and Acquire on Behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 208142, Situated at 7910 Main Street, Houma, LA 70360 Plus the Parking Lot Situated at the Corner of Roussell and Belanger Streets Currently Owned by Hancock Whitney Bank; To Authorize the Execution of Any Purchase Agreements, Act of Sales, and Any Other Documents Necessary or Reasonable to Facilitate Same; and to Authorize the Parish President (or Administration) to Execute on Behalf of TPCG an Agreement and Any Other Necessary Documents with the Louisiana Office of Community Development to Obtain and Facilitate Funding for the Purchase of Said Immovable Property; and call a Public Hearing on Wednesday, June 14, 2023 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

Hurricane Ida destroyed Town Hall and the Judicial service District's building, causing the displacement of the Housing and Human Services Department and the Houma Police Department. TPCG was able to acquire a federally funded five-year lease for the temporary placement of these departments in the Shamrock Building on Highway 311, outside of the city limits, which expires in December 2026. The Hancock Whitney Bank situated at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street is available for purchase, and the representatives of the bank have expressed an interest in selling the immovable property to TPCG. TPCG wishes to purchase the building and its adjacent parking lot to serve as permanent replacement office space for the office space TPCG lost to Hurricane Ida.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG further has an opportunity to obtain HUD grant funds through current recovery programs administered by the Louisiana Office of Community Development (OCD), and TPCG wishes to use the OCD grant to fund its purchase of the Hancock Whitney Bank building. TPCG wishes to acquire such funding to facilitate the purchase of the Hancock Whitney Bank building and adjacent parking lot and wishes to enter into an agreement with OCD for the acquisition of such funds to facilitate the operation of permanent office space in a central location of Terrebonne Parish for those parish departments displaced by Hurricane Ida, and office space for other departments or subdivisions operated or funded by TPCG.

TOTAL EXPENDITURE

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 Touns, Parish Manager

Date

5/17/23

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO PERFORM DUE DILIGENCE INSPECTIONS AND ACQUIRE ON BEHALF OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG) TERREBONNE PARISH PARCEL NOS. 20809 AND 20812, SITUATED AT 7910 MAIN STREET, HOUMA, LA 70360 PLUS THE PARKING LOT SITUATED AT THE CORNER OF ROUSSELL AND BELANGER STREETS CURRENTLY OWNED BY HANCOCK WHITNEY BANK; TO AUTHORIZE THE EXECUTION OF ANY PURCHASE AGREEMENTS, ACT OF SALES, AND ANY OTHER DOCUMENTS NECESSARY OR REASONABLE TO FACILITATE SAME; AND TO AUTHORIZE THE PARISH PRESIDENT (OR ADMINISTRATION) TO EXECUTE ON BEHALF OF TPCG AN AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS WITH THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT TO OBTAIN AND FACILITATE FUNDING FOR THE PURCHASE OF SAID IMMOVABLE PROPERTY.

WHEREAS, Section 1-05. of the Terrebonne Parish Charter provides that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution”; and

WHEREAS, the acquisition of immovable property by the TPCG requires approval by ordinance of the Terrebonne Parish Council; and

WHEREAS, TPCG provides parish-wide programs of social welfare through its Department of Housing and Humans Services, and it provides law enforcement services in the Houma City limits through the Houma Police Department; and

WHEREAS, the Housing and Human Resources Department and the detective division of the Houma Police Department operated out of separate buildings within the Houma City limits (respectively, Town Hall on Barrow Street and the Judicial Service District’s building on Park Avenue) prior to Hurricane Ida; and

WHEREAS, Hurricane Ida destroyed Town Hall and the Judicial Service District’s building, causing the displacement of the Housing and Human Services Department and the Houma Police Department; and

WHEREAS, TPCG was able to acquire a federally funded five-year lease for the temporary placement of these departments in the Shamrock Building on Highway 311, outside of the city limits, which expires in December 2026; and

WHEREAS, the Hancock Whitney Bank situated at 7910 Main Street, Houma, and an adjacent parking lot situated at the corner of Roussell Street and Belanger Street is available for purchase, and the representatives of the bank have expressed an interest in selling the immovable property to TPCG; and

WHEREAS, TPCG wishes to purchase the building and its adjacent parking lot to serve as permanent replacement office space for the office space TPCG lost to Hurricane Ida; and

WHEREAS, TPCG further has an opportunity to obtain HUD grant funds through current recovery programs administered by the Louisiana Office of Community Development (OCD), and TPCG wishes to use the OCD grant to fund its purchase of the Hancock Whitney Bank building

and its adjacent parking lot; and

WHEREAS, TPCG wishes to acquire such funding to facilitate the purchase of the Hancock Whitney Bank building and adjacent parking lot and wishes to enter into an agreement with OCD (or execute any other documents necessary and reasonable) for the acquisition of such funds to facilitate the operation of permanent office space in a central location of Terrebonne Parish for those parish departments displaced by Hurricane Ida, and office space for other departments or subdivisions operated or funded by the TPCG; and

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

Section I

The Parish President (or Administration) is authorized to perform due diligence inspections and acquire on behalf of Terrebonne Parish Consolidated Government (TPCG) Terrebonne Parish Parcel Nos. 20809 and 20812, situated at 7910 Main Street, Houma, LA 70360 plus the parking lot situated at the corner of Roussell and Belanger Streets, more fully described as follows:

Parcel ID 20809:

LOT ON MAIN STREET. BOUNDED ABOVE BY JOSEPH JACCUZZO ETALS, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY DAVID PACHTER. ALSO LOT IN REAR THEREOF FACING BELANGER STREET. ALSO LOTS 4 & 5 AND PORTIONS OF LOTS 2 & 3 BLOCK 38, LESS TRIANGLE SHAPED LOT SOLD TO SIG MASUR & SONS CB 235/160. ALSO 65.63' X 185.35' LOT ON SOUTH SIDE OF EAST MAIN STREET. BOUNDED ABOVE BY PERCIVAL R. JOHNSON ETALS FORMERLY, NOW FIRST NATIONAL BANK. BOUNDED BELOW BY FIRST NATIONAL BANK. ALSO LOT 33.90 FT. ON SOUTH SIDE OF EAST MAIN STREET, BEING PORTION OF BLOCK 35. ALSO 15' STRIP IN REAR OF CHARLES DAVIDSON, ETALS (NOW FIRST NATIONAL BANK). ALSO STRIP 4 X 21' IN REAR. ALSO LOT 62.10' X DEPTH OF 178.75' ON CORNER OF EAST MAIN & ROUSSELL STREETS, BEING PORTION OF BLOCK 35. ALSO 50 X 121' LOT IN BLOCK 35 ROUSSELL ST. (LESS LOT 4 X 21' SOLD CB 209/256) ALSO LOT IN BLOCK 35 EAST OF ROUSSELL STREET BEING 47' 10" X 121'. BOUNDED NORTH BY MRS. WILLIAM BLAND, NOW FIRST NATIONAL BANK. BOUNDED EAST BY SIDNEY FABREGAS NOW OR FORMERLY. BOUNDED SOUTH BY WIDOW AND HEIRS OF LEE P. LOTTINGER, NOW FIRST NATIONAL BANK SUBJECT TO BOUNDARY AGREEMENT CB 220/223. ALSO 28 X 120' LOT ON EAST SIDE OF ROUSSELL STREET IN BLOCK 35. BOUNDED NORTH BY FIRST NATIONAL BANK OF HOUMA. BOUNDED SOUTH BY BELANGER STREET.

Parcel ID 20812:

90' 7" X 168' BEING PART OF LOT 1 BLOCK 34 ROUSSELL & BELANGER STREETS.

together with all improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining.

for a purchase price not exceeding the fair market value as established by appraisal.

Section II

The Parish President (or Administration) is authorized to execute any purchase agreements, acts of sales, and any other documents necessary or reasonable to facilitate the acquisition and purchase of the above described property, subject to the approval of the TPCG legal department.

Section III

The Parish President (or Administration) is authorized to execute on behalf of TPCG an agreement and any other documents necessary and reasonable for grant applications with the Louisiana Office of Community Development to obtain and facilitate funding for the purchase of the above-described immovable property, subject to the approval of the TPCG legal department.

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 separable.

Section V

This ordinance shall become effective upon approval by the parish president (or administration) 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:

ABSENT:

The chairman declared the ordinance adopted on this, the _____ day of _____ 2023.

Chairwoman
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 return to Council Clerk:

I, Council Clerk for 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 _____ 2023, at which meeting a quorum was present.

Given under my official signature and seal of this office on this _____ day of _____ 2023.

Council Clerk
Terrebonne Parish Council



PRICE REDUCED
Sale / Leaseback Hancock Whitney Bank
7910 Main Street | Houma, LA 70360

TALBOT
REALTY GROUP

FOR INFORMATION, CONTACT:
Michael P Pou | mpou@talbot-realty.com
(504) 525-9763 Work | (504) 915-5082 Mobile

Property Offering

Hancock Whitney Bank is offering a sale/leaseback of its regional headquarters building in Houma, Louisiana. Upon the sale of the property Hancock Whitney bank will execute an approximate 9,100 square foot lease of a portion of the ground floor for a period of 10 years, with two (5-year) renewed options. Along with the Hancock Whitney Bank space, an additional approximate 14,000 square feet is leased to other tenants for a total of approximately 21,700 square feet of leased space. See attached floor plans with area calculations. Terms of the Hancock Whitney lease, rent roll and operating expenses can be supplied to qualified purchasers upon execution of a confidentiality agreement.

Property Description

The Hancock Whitney Bank Building located at 7910 Main Street, Houma, LA 70360 is a four-story office building in the heart of the central business district of Houma, Louisiana. The building contains approximately 93,703 square feet of rentable area. A portion of the first-floor space houses Hancock Whitney Bank's regional headquarters. The property consists of three lots with surface parking of 162 spaces. The building was significantly renovated in 2021 and 2022. Improvements included roof and exterior façade repairs and replacements, mechanical and elevator upgrades. Also, interior renovations were made to the 1st, 3rd and 4th floor tenant spaces as well as the common areas and restrooms.

PRICE REDUCED

Location: SEC of Main St & Roussell St in Houma, LA

Property Highlights:

- 97,901 Total Rentable Square Feet
- ±9,143 SF Hancock Whitney Bank leaseback area
- ±13,600 SF of additional leases
- Mechanical upgrades completed in 2021 and Q1 2022
- Elevator upgrades completed in Q1 2022
- Bank and Building lobby renovations completed in Q1 2022
- Restroom renovations completed in Q1 2022
- Leasable areas on the 3rd and 4th floors were renovated in 2021 and Q1 2022
- All roofs repaired or replaced in 2021
- Building facade and windows repaired and water-proofed in 2021

Price: ~~\$3,900,000~~ **\$2,950,000**

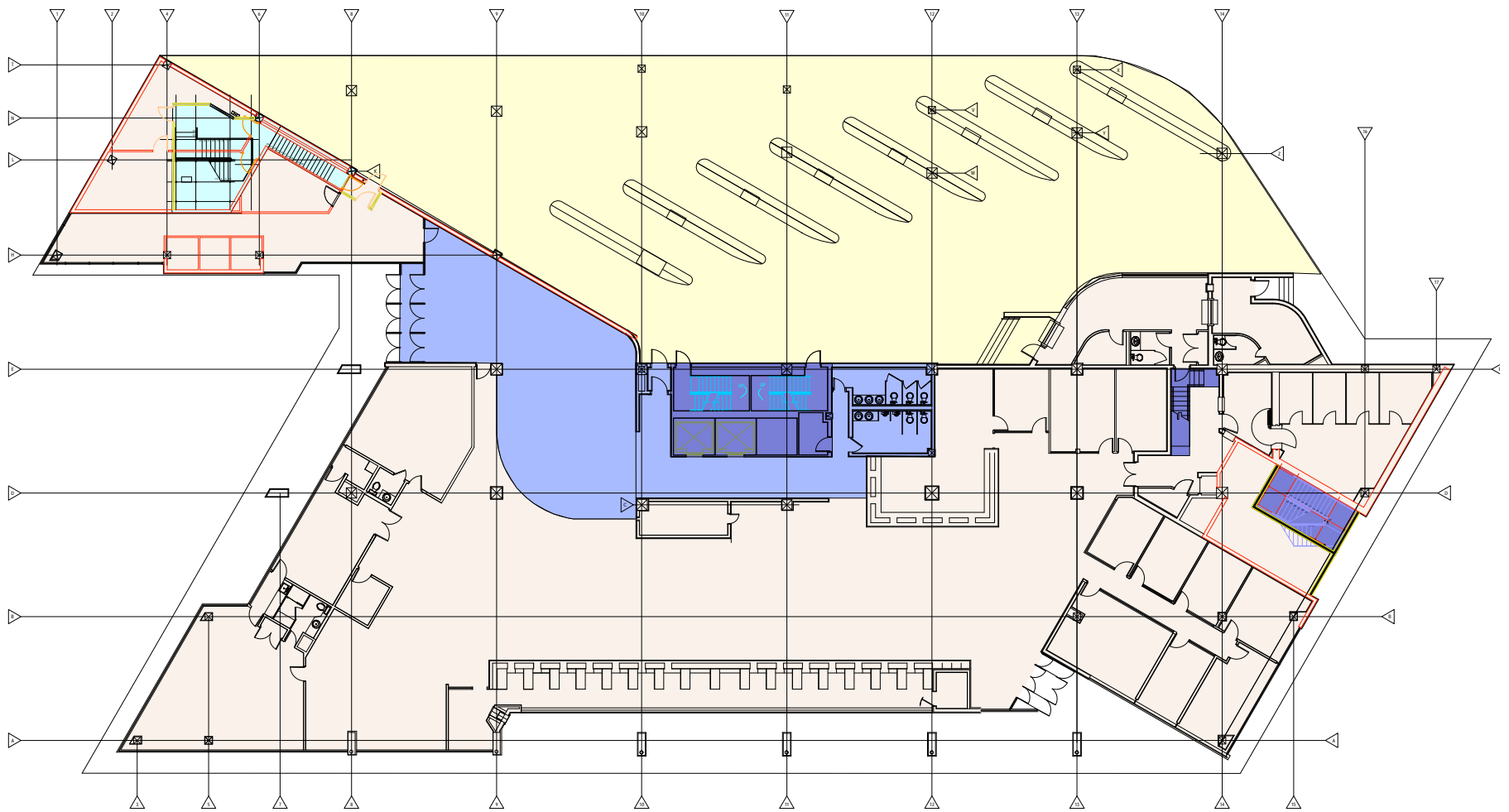
Traffic Counts:

W Main St: 29,869 VPD west of site
W Main St: 27,074 VPD east of site
(Kalibrate 2021)

Demographics

	1 Mile	3 Miles	5 Miles
2021 Population	12,115	50,194	71,308
Daytime Population	16,627	49,487	70,481
Average HH Income	\$58,663	\$73,686	\$74,637





First Floor Plan 1/16" = 1'-0"

April 5, 2022

First Floor Plan - Area Summary

Construction Gross Area (Including Exterior Walls)	21,304	S.F.	
Gross Area (Excluding Exterior Walls)	20,514	S.F.	
Vertical Penetrations	824	S.F.	
Rentable Area	19,690	S.F.	
Common Area	3,584	S.F.	
Usable Area	16,106	S.F.	
R/U Ratio	1.22		
	Usable	X R/U =	Rentable
Tenant #1 (Whitney Bank)	16,106	1.22	19,649 S.F.

Drive Up Lanes and Canopy - Area Summary

Drive Up Lanes / Canopy Area	10,454	S.F.
------------------------------	--------	------

Building - Area Summary

	Construction (Gross Area)	Usable Area	Rentable
1st Floor (Including Exterior Walls)	21,304	16,106	19,649
Mezzanine	5,148	3,290	3,882
2nd Floor	34,389	32,314	33,283
Third Floor	19,770	16,875	18,898
Fourth Floor	19,770	14,971	18,501
Penthouse	3,688	3,124	3,688
TOTAL AREA	104,069 SF	86,680 SF	97,901 SF
R/U Ratio			89.0%

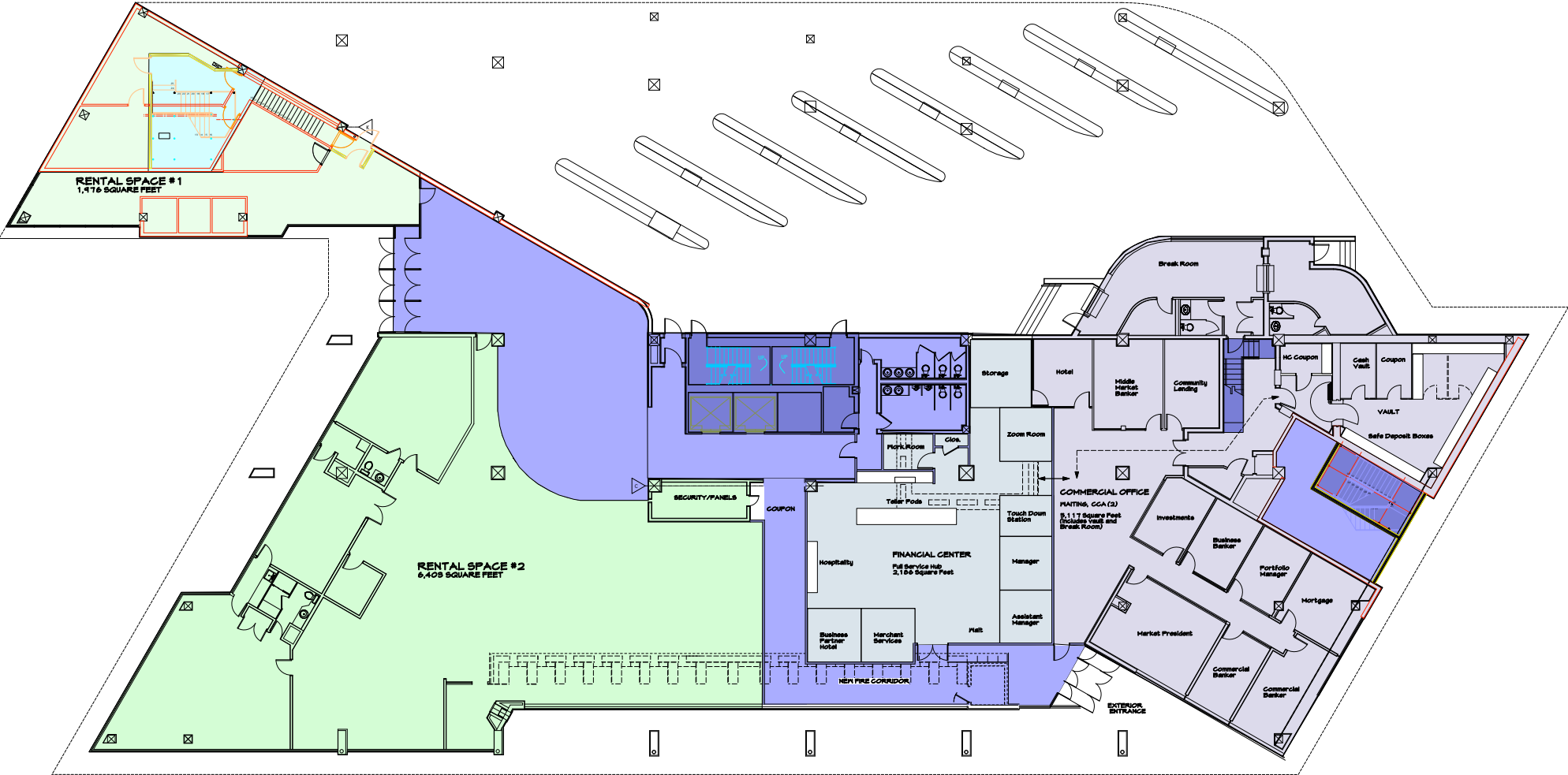
SALE / LEASEBACK HANCOCK WHITNEY BANK - HOUMA, LA



Hancock Whitney Bank Houma Main Office First Floor Proposed Renovation

First Floor Plan - Revised Area Summary

Construction Gross Area (Including Exterior Walls)	21,304	S.F.
Gross Area (Excluding Exterior Walls)	20,514	S.F.
Vertical Penetrations	880	S.F.
Rentable Area	19,634	S.F.
Common Area	3,964	S.F.
Usable Area	15,670	S.F.
R/U Ratio	1.252	
	Usable	X R/U = Rentable
Tenant #1 (Hancock Whitney Bank)	7,303	1.25 9,143 S.F.
Remaining Tenant Space	8,379	1.25 10,491 S.F.

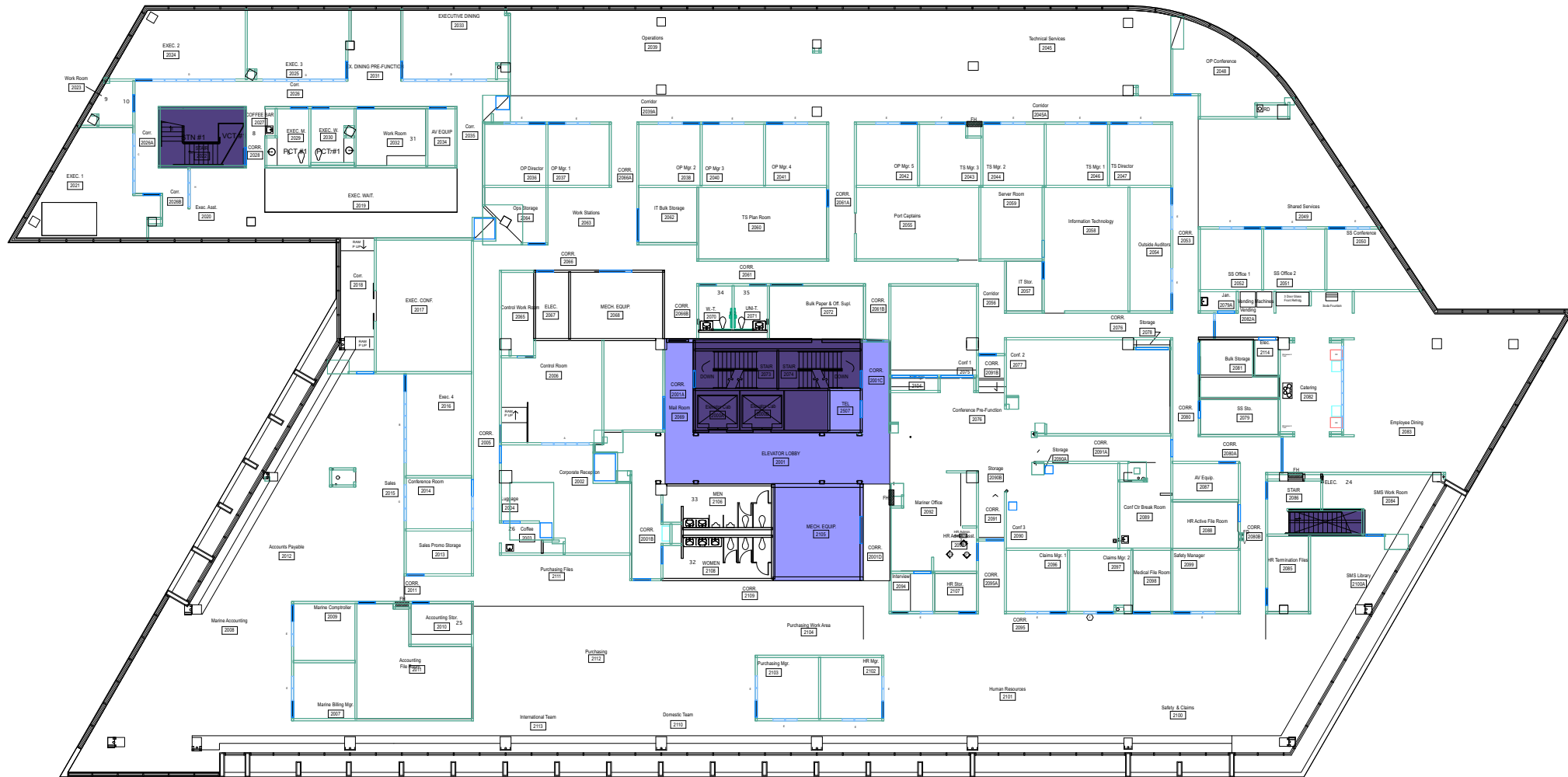


First Floor Plan SCALE: 1/8"=1'-0"

HANCOCK WHITNEY FINANCIAL CENTER
2,186 SQUARE FEET

HANCOCK WHITNEY
REGIONAL OFFICE
5,117 SQUARE FEET

Carl P. Blum AIA, Architect
P.O. Box 2386
Houma, LA 70301
855-355-3246
cblum@talbot.com
March 30, 2022



Second Floor Plan 1/16" = 1'-0"

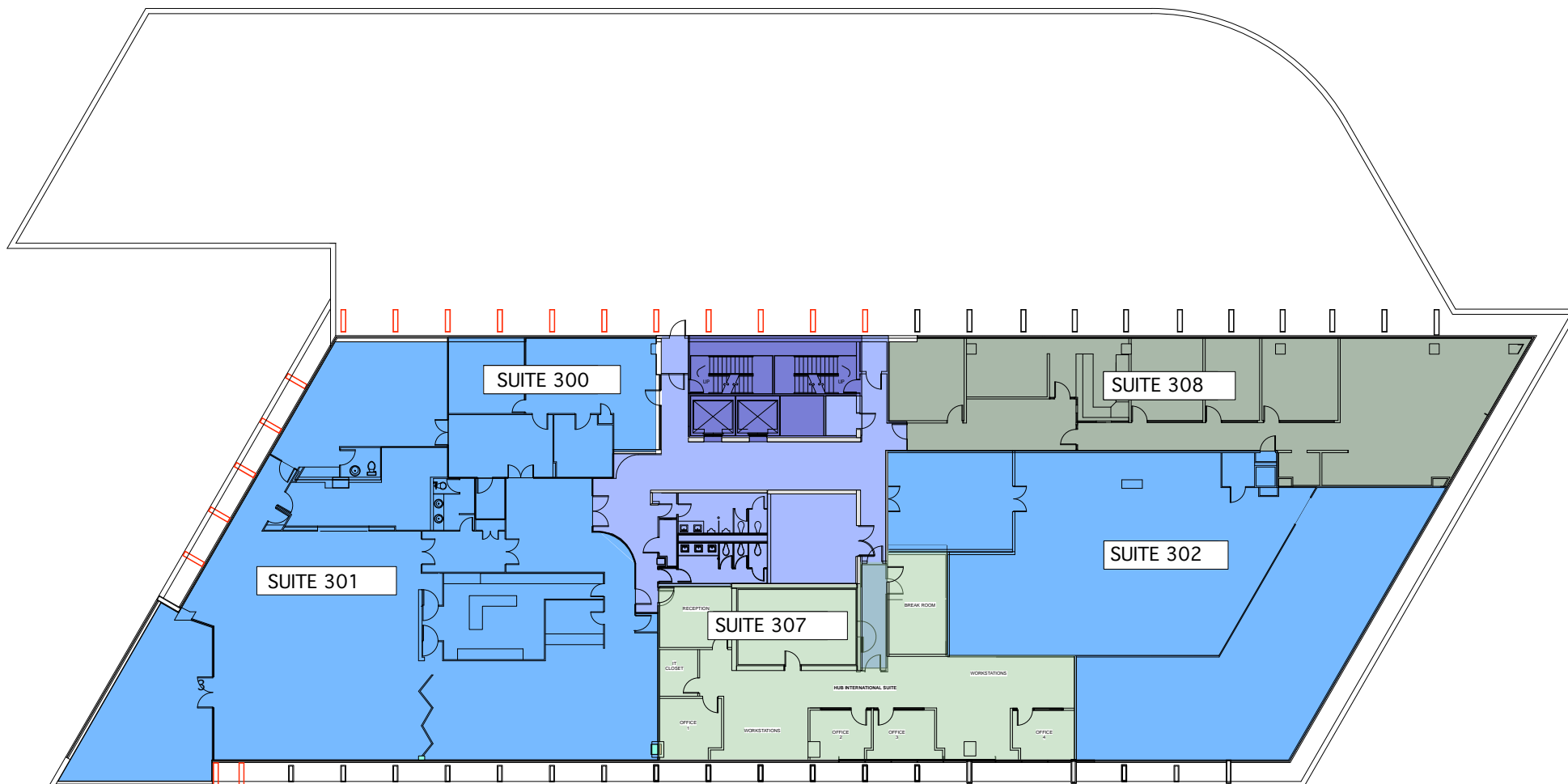
April 5, 2022

Second Floor Plan - Area Summary

Construction Gross Area (Including Exterior Walls)	34,896	S.F.
Gross Area (Excluding Exterior Walls)	34,191	S.F.
Vertical Penetrations	832	S.F.
Rentable Area	33,359	S.F.
Common Area	1,045	S.F.
Usable Area	32,314	S.F.
R/U Ratio	1.03	

Usable X R/U = Rentable

Tenant #1 (Seacor)	32,314	1.03	33,283 S.F.
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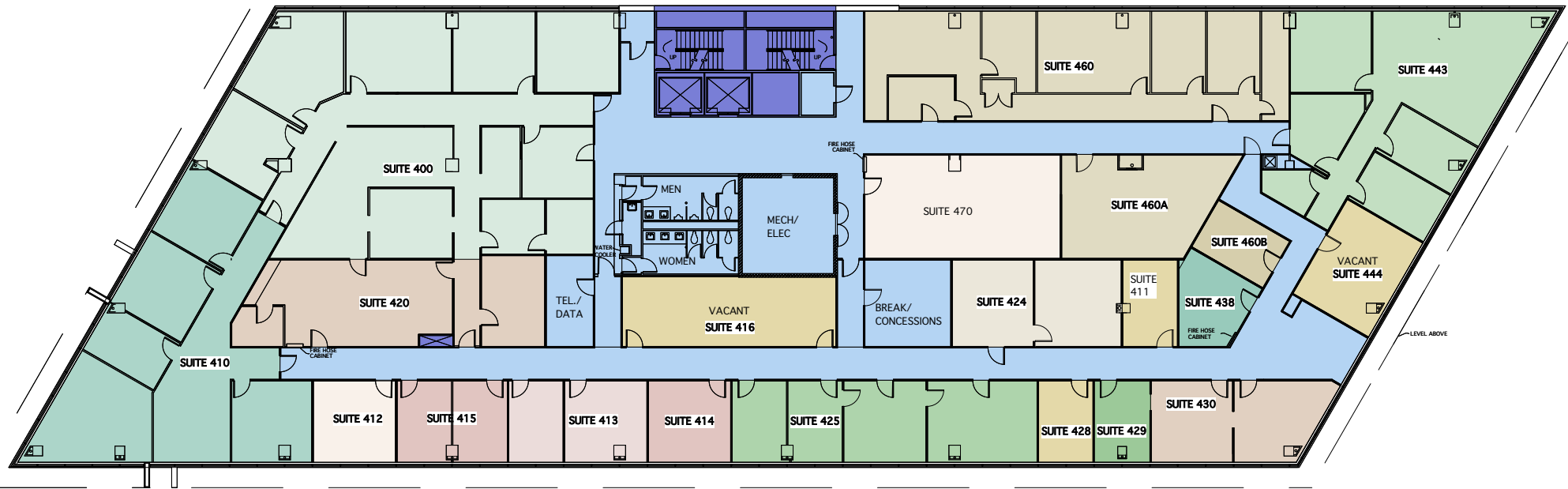
Third Floor Plan $1/16" = 1'-0"$

APRIL 5, 2022

Third Floor Plan - Area Summary

Construction Gross Area (Including Exterior Walls)	19,760	S.F.
Gross Area (Excluding Exterior Walls)	19,435	S.F.
Vertical Penetrations	537	S.F.
Rentable Area	18,898	S.F.
Common Area	2,023	S.F.
Usable Area	16,875	S.F.
R/U Ratio	1.12	(AVG)

	Usable	X	R/U	=	Rentable
Suite 300 (Vacant)	1,139		1.12		1,276 S.F.
Suite 301 (Vacant)	5,931		1.12		6,642 S.F.
Suite 302 (Vacant)	4,560		1.12		5,107 S.F.
Suite 307 (Hub International)	2,623		1.12		2,938 S.F.
Suite 308 (Transamerica)	2,833		1.12		3,173 S.F.
TOTAL	17,086				19,136 S.F.



Fourth Floor Plan 1/16" = 1'-0"

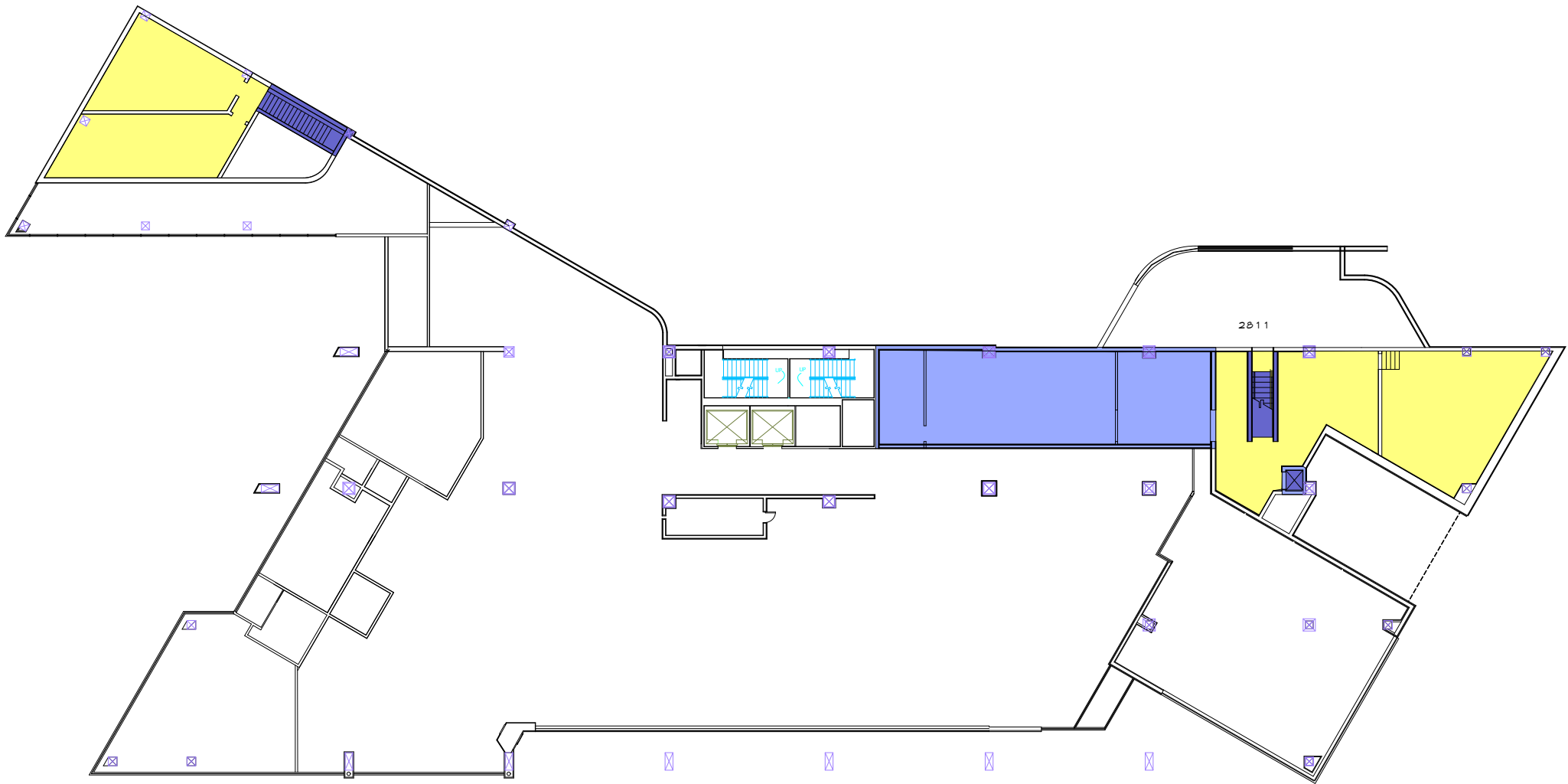
APRIL 5, 2022

Fourth Floor Plan - Area Summary

Construction Gross Area (Including Exterior Walls)	19,468	S.F.
Gross Area (Excluding Exterior Walls)	19,132	S.F.
Vertical Penetrations	631	S.F.
Rentable Area	18,501	S.F.
Common Area	3,530	S.F.
Usable Area	14,971	S.F.
R/U Ratio	1.18	

Fourth Floor Plan - Area Summary

Description	Usable	X	R/U =	Rentable
Suite #400 - Kopfler & Herman	2,943 S.F.	1.18		3,472 S.F.
Suite #410 - First Circuit Court of Appeal	1,658 S.F.	1.18		1,956 S.F.
Suite #411 - Vacant	163 S.F.	1.18		192 S.F.
Suite #412 - Vacant	220 S.F.	1.18		260 S.F.
Suite #413 - Vacant	381 S.F.	1.18		414 S.F.
Suite #414 - Vacant	228 S.F.	1.18		269 S.F.
Suite #415 - Vacant	313 S.F.	1.18		369 S.F.
Suite #416 - Vacant	511 S.F.	1.18		603 S.F.
Suite #420 - Vacant	870 S.F.	1.18		1,027 S.F.
Suite #424 - Vacant	497 S.F.	1.18		586 S.F.
Suite #425 - Objective Medical	836 S.F.	1.18		986 S.F.
Suite #428 - Vacant	152 S.F.	1.18		179 S.F.
Suite #429 - William Billiot	155 S.F.	1.18		183 S.F.
Suite #430 - Vacant	461 S.F.	1.18		544 S.F.
Suite #438 - Terrebonne Center for Academic Excellence	195 S.F.	1.18		230 S.F.
Suite #443 - Jani King	1,780 S.F.	1.18		2,100 S.F.
Suite #444 - Vacant	321 S.F.	1.18		379 S.F.
Suite #460 - Vacant	1,554 S.F.	1.18		1,833 S.F.
Suite #460A - Vacant	532 S.F.	1.18		628 S.F.
Suite #460B - Vacant	152 S.F.	1.18		179 S.F.
Suite #470 - Vacant	684 S.F.	1.18		807 S.F.



Mezzanine Floor Plan

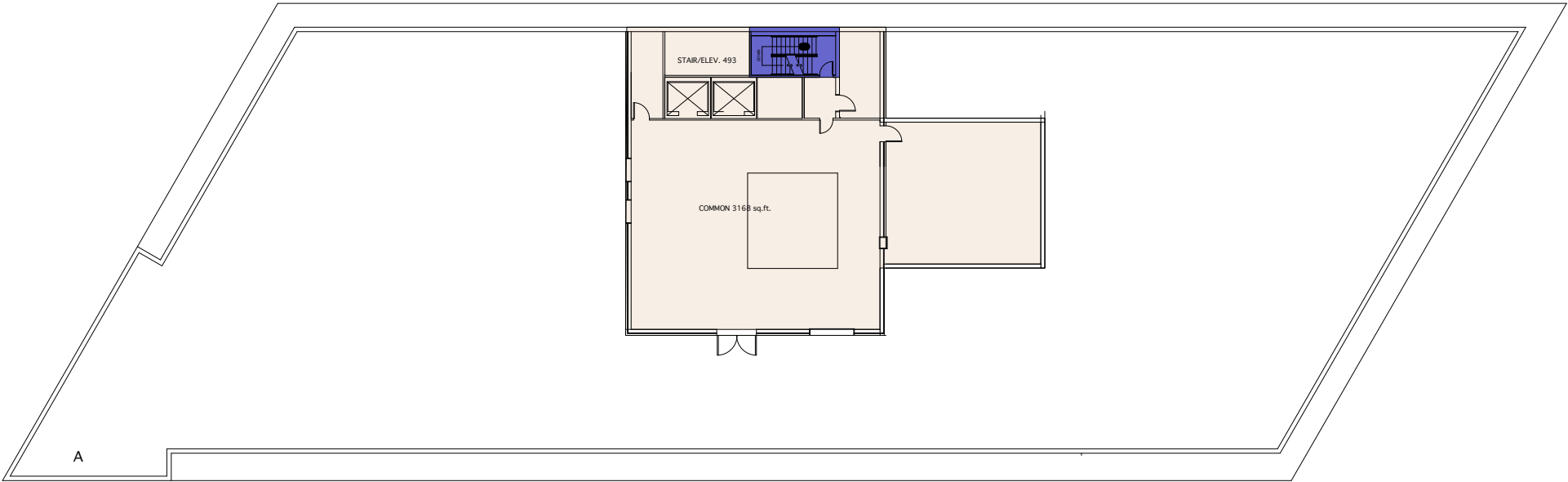
April 5, 2022

Mezzanine Floor Plan - Area Summary

Construction Gross Area (Including Exterior Walls)	4,004	S.F.
Gross Area (Excluding Exterior Walls)	3,545	S.F.
Vertical Penetrations	230	S.F.
Rentable Area	3,315	S.F.
Common Area	25	S.F.
Usable Area	3,290	S.F.
R/U Ratio	1.18	

Usable X R/U = Rentable

Tenant #1 (Whitney Bank)	3,290	1.8	3,882 S.F.
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Penthouse Floor Plan 1/16" = 1'-0"

December 10, 2009

Penthouse Floor Plan - Area Summary			
Construction Gross Area (Including Exterior Walls)	3,688	S.F.	
Gross Area (Excluding Exterior Walls)	3,448	S.F.	
Vertical Penetrations	160	S.F.	
Rentable Area	3,288	S.F.	
Common Area	0	S.F.	
Usable Area	3,288	S.F.	
R/U Ratio	1.0		
	Usable	X R/U =	Rentable
Tenant #1 (Whitney Bank)	3,288	1.0	3,288 S.F.

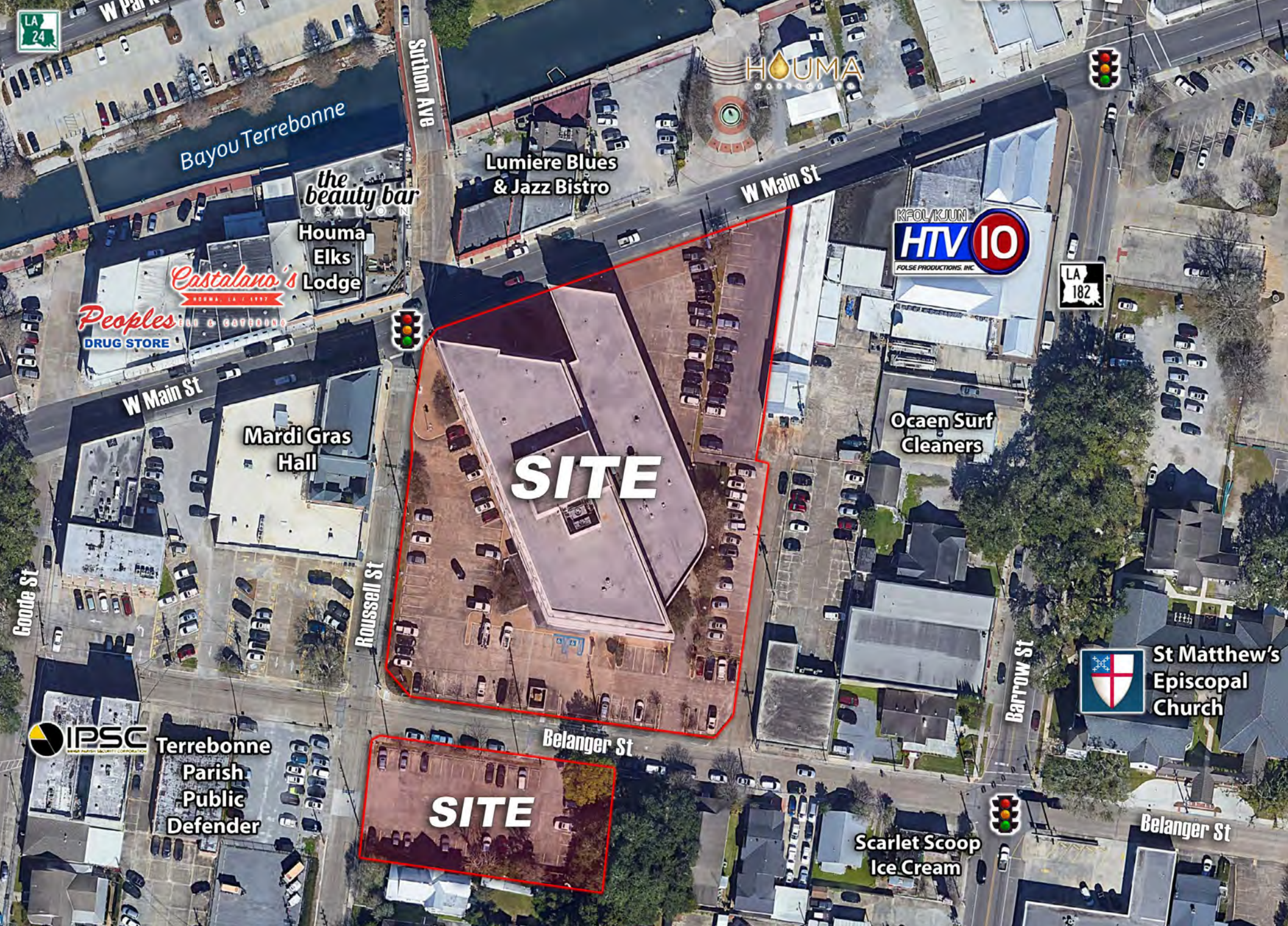
MAIN STREET

Parking Analysis

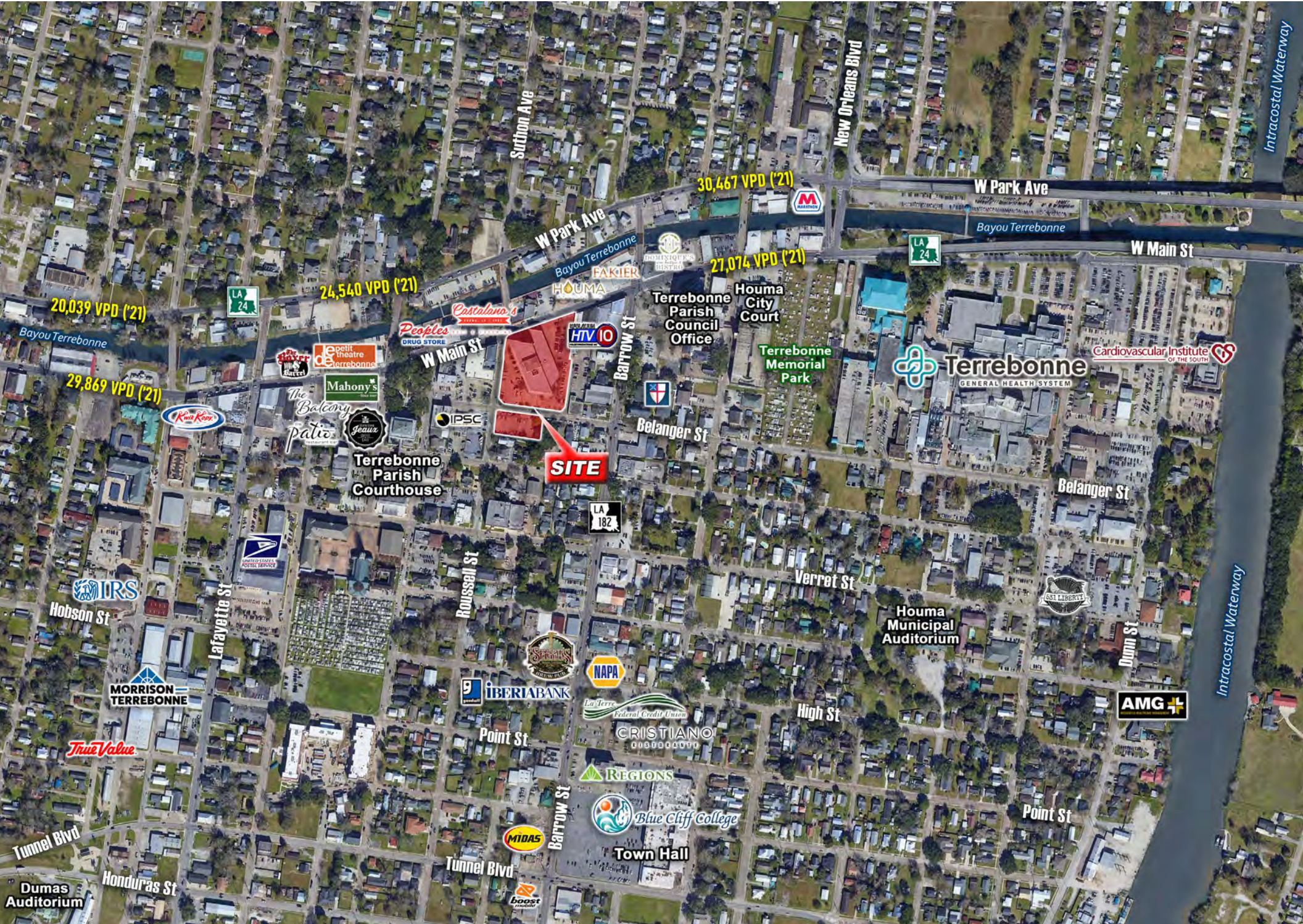
USER	TOTAL PARKING SPACES
Customer	27 (2-H.C.)
Tenant	97
Employee	37
Grand Total	162 PARKING SPACES

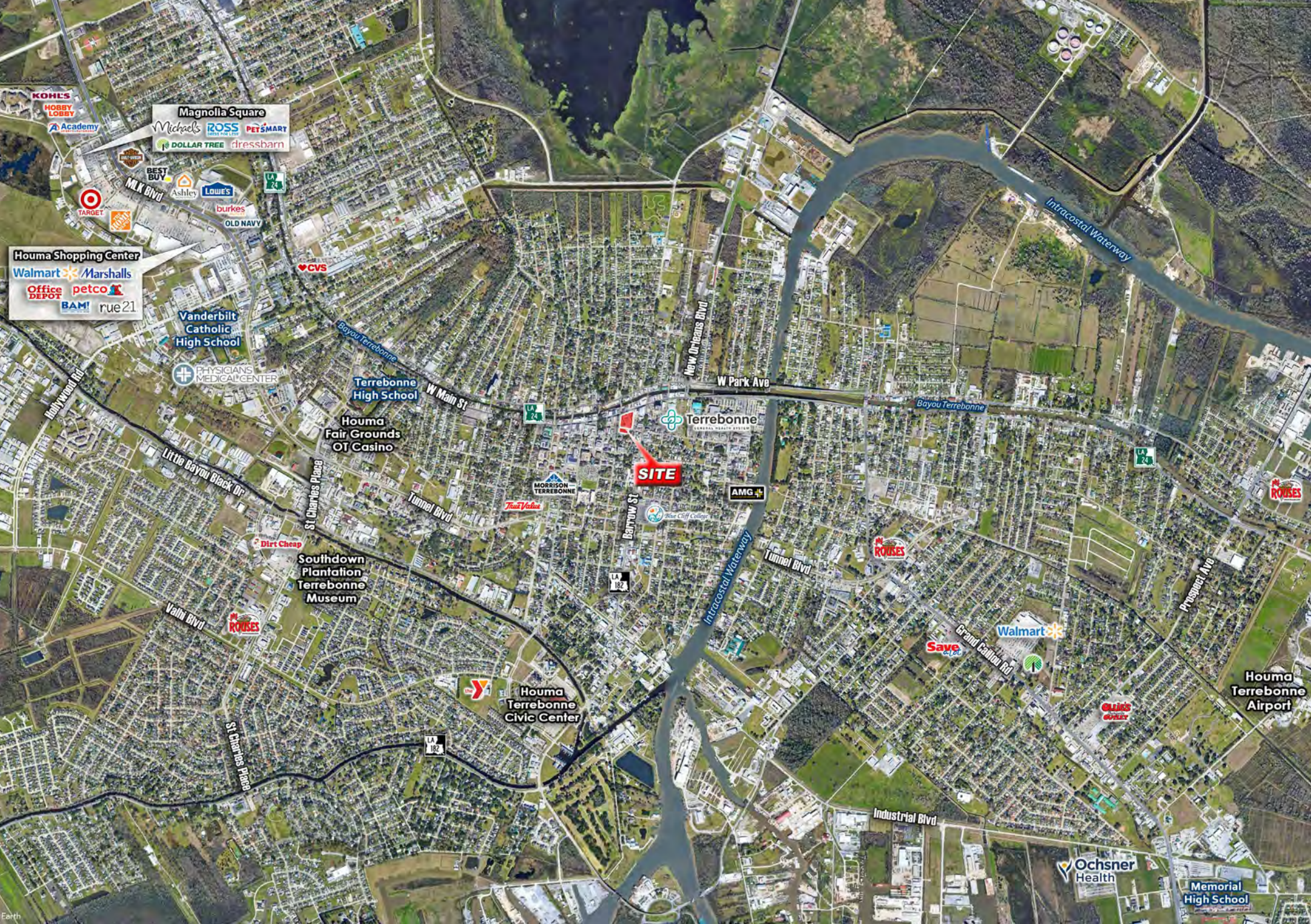
Site Parking

April 5, 2022









About Hancock Whitney Bank



Nasdaq:	HWC
Website:	http://www.hancockwhitney.com/
Headquarters:	Gulfport, MS
# of Branches:	237 branches in Mississippi, Alabama, Florida, Louisiana, and Texas
Total Assets:	30.6 billion USD (2019)
Revenue:	1.442 billion USD (2019)
# of Employees:	3,887 (2017)

In the late 1800s, the Gulf Coast and two new banks were booming. South Mississippians looked to Hancock Bank to help manage prosperity created by agriculture, seafood, timber and tourism. Sixty miles to the west, New Orleans and Whitney Bank thrived in the wake of the World Cotton Expo.

For more than 100 years, Hancock and Whitney grew with and because of the people and places of the Gulf South. As the banks expanded into new towns and cities, they quickly became trusted, reliable business and community partners. Many smaller regional banks became part of Hancock and Whitney over the years.

Hancock and Whitney came together in 2011; but that merger simply brought historical and community connections between the two banks full-circle—the consummation of a relationship which started 100 years earlier.

The two banks were neighbors, sharing similar history, geography and values. Early Hancock and Whitney leaders were business and social contemporaries. The first business transaction between the two banks occurred in 1918, when Hancock sold the Bank of Orleans to Whitney.

In the 1930s, Hancock and Whitney pledged mutual support between their banks, vowing to help each other in times of need and never allow either organization to suffer the fate of hundreds of other banks which closed during the Depression, leaving depositors in despair.

About Houma:

Houma is the largest city in, and the parish seat of, Terrebonne Parish in the state of Louisiana. It is also the largest principal city of the Houma-Bayou Cane-Thibodaux metropolitan statistical area. Just 55 miles from New Orleans, Louisiana's Bayou Country contains over 2500 sq. miles of mysterious swamps and vast wetlands.

Downtown Houma has been designated as an historic district and is listed on the National Register of Historic Places. It offers a downtown walking tour and attractions such as the Bayou Terrebonne Waterlife Museum, the Folklife Culture Center, the Regional Military Museum, Southdown Plantation, the Houma-Terrebonne Civic Center, monuments to local armed forces, and local eateries. Although Houma is quickly changing, many residents in the surrounding communities continue to make their living from the Gulf as their ancestors did. They harvest shrimp, oyster, crab, fish, and engage in trapping, although more have shifted to work in occupations of the oil industry and shipbuilding. According to the United States Government Patent and Trademark Office, Houma, Louisiana was the site of the deepest oil well in Terrebonne Parish.



ECONOMIC DEVELOPMENT

The economy of Houma-Terrebonne and this region is strong and poised for continued expansion. We are recognized as a great place to do business and to find a job. From oil service to retail and from shipyards to seafood, Terrebonne has tremendous opportunities for those ready to work and prosper in our growing economy.

Houma, Louisiana is strategically located centrally to New Orleans, Baton Rouge, and Lafayette. Within an hour's drive, our residents can rendezvous in the historic French Quarter for dinner, spend the weekend entertaining business prospects on an offshore charter excursion or enjoy one of many airboats, swamp, or plantation tours.

The Parish of Terrebonne consists of approximately 108,690 people but also draws its highly skilled workforce and business from a four-parish region which consists of approximately 276,417 people. The City of Houma, the hub for the parishes' consolidated government and financial epicenter.

Houma-Terrebonne is also located at the intersections of the Gulf Intracoastal Waterway and the Houma Navigation Canal, which is a straight twenty-six-mile voyage to the Gulf of Mexico. The convergence of these two water superhighways is adjacent to the medium draft Port of Terrebonne, which is currently leasing land with channel access.

The Houma-Terrebonne Airport and Industrial Park have over 1,812 total acres, including 800 acres for aircraft servicing and operation, and 1,000 leasable acres within its industrial park. With its four FBO's, NAV aids, AWOS system, two concrete, intersecting runways, a tower which operates seven days a week, and the southern-most latitude general aviation facility in the country, Houma-Terrebonne Airport provides easy access to the Gulf and booming Central and South American markets.

<https://www.tpeda.org/>



Monday, May 22, 2023

Item Title:

ORDINANCE: Ad Valorem Tax Exemption for Alexander Ryan Marine and Safety, LLC.

Item Summary:

Introduce an ordinance to approve an ad valorem tax exemption for Alexander Ryan Marine and Safety, LLC, Application No. 20200524-ITE, and call a public hearing on said matter on Wednesday, June 14, 2023, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	5/19/2023	Executive Summary
Ordinance	5/16/2023	Ordinance
Backup Material	5/16/2023	Backup Material
Exhibit A	5/16/2023	Exhibit



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
ORDINANCE: Ad Valorem Tax Exemption for Alexander Ryan Marine and Safety, LLC.

PROJECT SUMMARY (200 WORDS OR LESS)
Introduce an ordinance to approve an ad valorem tax exemption for Alexander Ryan Marine and Safety, LLC, Application No. 20200524-ITE, and call a public hearing on said matter on Wednesday, June 14, 2023, at 6:30 p.m.

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

PARISH COUNCIL

05/15/2023

Signature

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO CERTIFY AND APPROVE AN AD VALOREM TAX EXEMPTION IN ACCORDANCE WITH LA. CONST. ART. VII, SEC. 21(F) FOR MACHINERY, EQUIPMENT, AND OTHER CAPITAL IMPROVEMENTS TO BE ASSESSED AT 205 E. WOODLAWN RANCH ROAD, HOUMA LA, 70363, OWNED BY ALEXANDER RYAN MARINE & SAFETY, LLC, IN REGARDS ITS INDUSTRIAL AD VALOREM TAX EXEMPTION APPLICATION (NO. 20200524-ITE).

WHEREAS, the Industrial Ad Valorem Tax Exemption Program is regulated under the Louisiana Administrative Code Title 13, Part I, Chapter 5, promulgated in accordance with Article VII, Part 2, Section 21(F) of the Louisiana Constitution of 1974, with the intent to incentivize job creation and job retention by offering manufacturers ad valorem tax exemptions under application to the Louisiana Department of Economic Development for up to two terms of five years each; and

WHEREAS, Alexander Ryan Marine & Safety, LLC submitted its initial application for the Program through the Louisiana Department of Economic Development on the machinery and equipment and other capital improvements it owns and will be assessed for ad valorem taxes at 205 E. Woodlawn Ranch Road, Houma, LA 70363; and

WHEREAS, Alexander Ryan Marine & Safety's application was approved by the Louisiana Department of Economic Development and they entered into that certain Contract for Exemption of Ad Valorem Taxes, a copy of which is attached hereto and made a part of this Ordinance; and

WHEREAS, in accordance with LAC 13:I. 503(H), the Louisiana Department of Economic Development notified the TPCG, through the Terrebonne Economic Development Authority, of the approved application, and the Terrebonne Parish Council is now afforded an opportunity to identify the application on the agenda of its public meeting notice and to conduct a public meeting for the purposes of approving or rejecting the application;

WHEREAS, should the Terrebonne Parish Council fail to take timely action, then the application will be deemed approved by this governing body in accordance with LAC 13:I. 503(H)(1) ; and

WHEREAS, the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government finds that support of these types of exemptions play a vital role in incentivizing the creation and retention of jobs in Terrebonne Parish; and

WHEREAS, the Terrebonne Parish Council has reviewed the application and approves the exemption;

NOW, THEREFORE, BE IT ORDAINED that:

SECTION I

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby approves the initial application by Alexander Ryan Marine & Safety, LLC for an ad valorem tax exemption on machinery, equipment, and other capital improvements made to property located at 205 E. Woodlawn Ranch Road, Houma, LA 70363, and to be assessed for ad valorem taxes in Terrebonne Parish.

SECTION II

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 two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this 14TH day of June, 2023.

JESSICA DOMANGUE, CHAIRWOMAN
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, TAMMY E. TRIGGS, 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 June 14, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF JUNE, 2023.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

May 9, 2023

Recommendation for ITEP Application #20200524-ITE

Industrial Tax Exemption Program

The Industrial Tax Exemption Program (ITEP) incentivizes industrial development throughout Louisiana. The program abates 80 percent of ad valorem taxes on certain capital expenditures for up to 10 years (5-year contract with 5-year renewal).

Notably, no taxes are removed from the tax rolls using this program. The existing property taxes are paid at the current levels plus 20 percent of the additional assessed value.

Recommendation for Approval

The project is the establishment in Houma of Alexander Ryan Marine & Safety LLC of Louisiana, a company which two years ago began rehabilitating and subsequently moved into an East Woodlawn Ranch Road facility that had been idle for eight years. Alexander Ryan manufactures safety signage primarily for marine vessel and related applications, does final assembly and two-year service interval restoration of personnel transfer baskets, manufactures/does final assembly of life rafts, and assembly of fire hoses and related couplings/connections. It also is working to bring its assembly and refurbishment of hard-side life boats to the Houma facility, which also serves as its international warehousing/shipping facility.

These types of investments are significant for the health of the parish's economy. Specifically, incentivizing investment in manufacturing and the return of a 10-acre facility to commerce has a positive return on investment for Terrebonne Parish.

This ITEP contract represents an investment of \$1,387,120 along with the addition of 5 jobs with an annual payroll of \$240,000.

Per the available renewal application and staff discussions, it is the judgment of the Terrebonne Economic Development Authority that this application meets the criteria of the program and should be approved.

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification #20200524)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

ALEXANDER/RYAN MARINE & SAFETY L.L.C. OF LOUISIANA

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made between:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

ALEXANDER/RYAN MARINE & SAFETY L.L.C. OF LOUISIANA ("Company"), a Louisiana limited liability company in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party.")

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company expanded the ARMS' U.S. maritime assembly Manufacturing Establishment located in Terrebonne Parish with the restructuring of existing buildings that include the installation of a new wall, roof, insulation that will prevent humidity, air lines pipes, fireproof glass, office in lifeboat building and an exit door that will support the Company's manufacturing process (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an exemption from ad valorem taxes in Terrebonne Parish; and

WHEREAS, the Company anticipates that the Project will be constructed in Phases spanning one or more years prior to the Company's commencement of Operation; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of jobs and payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the

Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: capital expenditure, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions

“Advance Notification” means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

“Agreement” means this Exhibit “A” agreement, and any amendments or modifications thereto.

“Assignment” means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **“Assignee”** means the entity to which such transfer or assignment is made in accordance with this Agreement.

“Basic Health Benefits Plan” means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

“Board” means the Louisiana Board of Commerce and Industry.

“Capital Expenditures” means the cost associated with a new manufacturing establishment or an addition to an existing manufacturing establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

“Cessation of Operation” means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

“Certification of Compliance” means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank.).

“Company” means Alexander/Ryan Marine & Safety L.L.C. of Louisiana, a Louisiana limited

liability company duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

“Company Affiliate” means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority over the management, business policies, and operations of the business entity.

“Company Default” is defined in Section 6.01(B).

“Company Objectives” means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

“Contract Monitor” is defined in Section 7.01(A).

“Default” has the meaning set forth in Article VI.

“Default Payment” means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

“Effective Date” is the date of execution of this Agreement by the Secretary.

“Exemption” means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project, which may occur in and is inclusive of Phases.

“Exemption Contract(s)” means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project, including each Phase of the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

“Exemption Period(s)” means, for each Phase of the Project, the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), with each Exemption Period beginning on January 1 of the first Project Year after which each Phase becomes Operational or completes construction. The Exemption Period for any Phase of the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

“Force Majeure” means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

“Governor” means the Governor of the State of Louisiana.

“ITEP” means the Industrial Ad Valorem Tax Exemption Program administered by LED to

implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

“Jobs” means positions of employment that are:

- (1) new (not previously existing in the State);
- (2) permanent (without specific term);
- (3) full-time (working a minimum of 30 hours or more per week);
- (4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
- (5) based at the Manufacturing Establishment; and
- (6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
- (7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

- (1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
- (2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
- (3) jobs performing contract services for the State of Louisiana or any of its agencies.

“LED” means Louisiana Department of Economic Development.

“Legislature” means the Legislature of the State of Louisiana.

“Local Governmental Entities” with regard to Terrebonne Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

“Manufacturing Establishment” means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

“Operation” or “Operational” means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

“Payroll” means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

“Phase” means that portion of the Project that becomes Operational or completes construction for which Capital Expenditures are made and, in the following Project Year, becomes subject to the

Exemption provided by an Exemption Contract to which this Agreement is attached as Exhibit A.

“Project” means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals, which may occur in Phases.

“Project Year” means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

“Qualified Contractor” means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

“Required Annual Jobs” is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

“Required Annual Jobs and Payroll” refers, collectively, to Required Annual Jobs and Required Annual Payroll.

“Required Annual Payroll” is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

“Rule(s)” mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

“Secretary” means the Secretary of the Louisiana Department of Economic Development.

“State” means the State of Louisiana.

ARTICLE II. AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III. REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV. OBLIGATIONS

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years for each Phase and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years for each Phase with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company has proceeded with commercially reasonable due diligence to expand the Manufacturing Establishment and commence Operation by September

30, 2022 as described in the ITEP application form filed or to be filed for this Project. During the construction period, which Company anticipates will span multiple years, Company projects that it expended approximately \$1,387,120.00 in Capital Expenditures and that the Project provided approximately 10 full time equivalent construction jobs as well as the creation of 5 Jobs having an annual Payroll of at least \$240,000.00, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2023	5	\$240,000.00
2024	5	\$240,000.00
2025	5	\$240,000.00
2026	5	\$240,000.00
2027	5	\$240,000.00
2028	5	\$240,000.00
2029	5	\$240,000.00
2030	5	\$240,000.00
2031	5	\$240,000.00
2032	5	\$240,000.00
2033	5	\$240,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

**ARTICLE V.
ASSIGNMENT AND TRANSFER**

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

**ARTICLE VI.
DEFAULT AND RENEWAL CONSIDERATION**

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a default under this Agreement. Upon the occurrence of such default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of any Exemption Contract shall constitute a Company Default with a corresponding remedy:

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules.

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract(s) as provided in the Rules;

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the exemption period and/or the percentage of the exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract(s) under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local

Governmental Entities and the Company, in which case the terms of the Exemption Contract(s) shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

ARTICLE VII. REPORTS; AUDIT

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

ARTICLE VIII. TERM

The Term of this agreement shall extend from the Effective Date until the end of the last Exemption Period for the Project.

ARTICLE IX. MISCELLANEOUS

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be

in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:

Don Pierson, Secretary

Louisiana Department of Economic Development

P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS Mail)

11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)

Telephone: (225) 342-3000

To the Company:

Thomas Jelson

Alexander/Ryan Marine & Safety L.L.C. of Louisiana

P.O. Box 9363, Houston, TX 77261 (USPS Mail)

2000 Wayside Drive, Houston, TX 77011 (Delivery)

Telephone: (713) 923-1671

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

Section 9.10 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

ALEXANDER/RYAN MARINE & SAFETY
L.L.C. OF LOUISIANA

By: 
Signature

Tom Jelson
Printed Name

Title: Compliance Manager

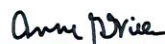
Date: 03/29/2023

LOUISIANA DEPARTMENT OF
ECONOMIC DEVELOPMENT

LED CONTRACT MONITOR


Kristin Cheng (Apr 18, 2023 14:30 CDT)
Signature

Kristin Cheng
Printed Name

By: 
Anne Villa (Apr 18, 2023 14:51 CDT)
Don Pierson, Secretary

Date: 04/18/2023

**CORPORATE MINUTES OF
ALEXANDER /RYAN MARINE & SAFETY L.C.C OF LA**

The managers of Alexander/Ryan Marine & Safety L.L.C. held a meeting on 03/23/2023

The following managers of Alexander/Ryan Marine & Safety L.L.C were present at the meeting

1. THOMAS JELSON
2. STAVROS LALIZAS
3. PHILLIP KLEINOT

RESOLVED, that the following manager and individual of the Corporation is authorized to agree the terms and sign The contract for Exemption of AD Valorem Taxes, between the corporation and the Louisiana Department Of Economic Development.

THOMAS JELSON

RESOLVED FURTHER, that the Officer of this Corporation are authorized and directed to take any action necessary to effectuate the foregoing resolution.

Date 03/23/2023



THOMAS JELSON
MANAGER



PHILLIP GIDEON KLEINOT
MANAGER



STAVROS LALIZAS
MANAGER

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
ALEXANDER/RYAN MARINE & SAFETY L.L.C. OF LOUISIANA	Limited Liability Company	HOUMA	Active

Previous Names

ALEXANDER/RYAN MARINE & SAFETY CO. OF LOUISIANA (Changed: 1/30/2013)

Business: ALEXANDER/RYAN MARINE & SAFETY L.L.C. OF LOUISIANA

Charter Number: 34480111K

Registration Date: 12/12/1994

Domicile Address

205 E WOODLAWN RANCH ROAD
HOUMA, LA 70363

Mailing Address

PO BOX 9363
HOUSTON, TX 77261

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 12/12/1994

Last Report Filed: 1/27/2023

Type: Limited Liability Company

Registered Agent(s)

Agent:	C T CORPORATION SYSTEM
Address 1:	3867 PLAZA TOWER DR.
City, State, Zip:	BATON ROUGE, LA 70816
Appointment Date:	2/4/2013

Officer(s)

Additional Officers: No

Officer:	THOMAS JELSON
Title:	Manager
Address 1:	2000 WAYSIDE DR.
City, State, Zip:	HOUSTON, TX 77011

Officer:	STAVROS LALIZAS
Title:	Manager
Address 1:	2000 WAYSIDE DR.
City, State, Zip:	HOUSTON, TX 77011

Officer:	PHILLIP GIDEON KLEINOT
Title:	Manager
Address 1:	2000 WAYSIDE DR.
City, State, Zip:	HOUSTON, TX 77011

Mergers (1)

Filed Date	Effective Date:	Type	Charter#	Chater Name	Role
8/31/2021	8/31/2021	MERGE	34480111K	ALEXANDER/RYAN MARINE & SAFETY L.L.C. OF LOUISIANA	SURVIVOR

Amendments on File (11)

Description	Date
Name Change	1/30/2013
Conversion	1/30/2013
Domestic LLC Agent/Domicile Change	2/4/2013
Domestic LLC Agent/Domicile Change	8/17/2015
Domestic LLC Agent/Domicile Change	10/18/2015
Revoked	2/15/2018
Reinstatement	3/12/2018
Appointing, Change, or Resign of Officer	7/23/2018
Appointing, Change, or Resign of Officer	7/8/2021
Merger	8/31/2021
Domestic LLC Agent/Domicile Change	10/12/2021

[Print](#)

EXHIBIT 2
CERTIFICATION OF COMPLIANCE

Contract Number for the Project: _____ **Reporting Period:** _____

Company Name: _____

Project Physical Address: _____

1. Has the contract for this project/phase been fully executed? Yes ☐ No ☐
a. Complied with Article IV: Project Completion Report (PCR)? Yes ☐ No ☐
b. Complied with Article VI: Affidavit of Final Cost (AFC)? Yes ☐ No ☐

If the answer to any of the above is "No", please explain: _____

2. Operation of the assets related to this project/phase:
☐ Commenced, as of _____ and continues to date.
(Date)
☐ Has not commenced or has ceased Operation

If Company has ceased Operation, please explain: _____

3. Capital Expenditures for this project/phase made as of _____ : \$ _____
(Date – from PCR) (Amount – from AFC)

4. Required Annual Jobs (per Exhibit A, Section 4.02 (B)): _____
a. Actual number of Jobs (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): _____

5. Required Annual Payroll (per Exhibit A, Section 4.02 (B)): \$ _____
a. Actual annual Payroll (total provided on NJCS or PSEBS (if retention only) tabs on the ITE-ACR): \$ _____

6. Has the Company offered a Basic Health Benefits Plan for this Project Year for Jobs? Yes ☐ No ☐

7. Are any Jobs at the Manufacturing Establishment attributable to:
a. Jobs transferred from any other location within the state by the Company, Company Affiliate or a Qualified Contractor? Yes ☐ No ☐
b. Jobs transferred from any other Louisiana-based employment as a result of the Company, Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets? Yes ☐ No ☐
c. If yes to either a. or b. above, were those Jobs backfilled resulting in a neutral job gain (or neutral job count if retaining Jobs) within the State? Yes ☐ No ☐

If the answer to 7.c. is "No", please explain: _____

8. Upload this Certification of Compliance with original signatures via Fastlane. The following additional materials must accompany this certification. Use the most current updated prescribed forms and spreadsheets found on the Fastlane Document Checklist:
- ITE Employment Baseline Calculation Worksheet – (only required the first year of reporting).
 - A sortable and unlocked version of the ITE Annual Compliance Report (ITE ACR).
 - Copies of all quarterly wage reports (ES-4's/SUTA) and Multi Worksite Reports (if applicable) filed with the LA Workforce Commission for the same filing period.
9. Optional: If applicable, additional non-compliance documentation is attached as a separate document for LED to provide to the Local Governmental Entities & the Board of Commerce & Industry for consideration. Yes ☐ No ☐

CONTACT TYPE (select one):

Business ☐ Consultant ☐

Contact Information:

Name: _____

Title: _____

Mailing Address: _____

Phone Number: _____ Extension: _____

E-mail Address: _____

CERTIFICATION

(The electronic version of this document is available via Fastlane NextGen. In order to submit each Project Year, the form must be added to the existing project, signed, paid, and submitted electronically via Fastlane NextGen along with the additional materials referenced in the Document Checklist section of the form).










Exhibit A -Alexander Ryan Marine Safety LLC of Louisiana #20200524

Final Audit Report

2023-04-18

Created:	2023-03-28
By:	Christina Ocmand (Christina.Ocmand@la.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAxclkGscyF-ePgO_Q3vX5fS7FtDgaWeV

"Exhibit A -Alexander Ryan Marine Safety LLC of Louisiana #20200524" History

-  Document created by Christina Ocmand (Christina.Ocmand@la.gov)
2023-03-28 - 4:57:50 PM GMT- IP address: 159.39.101.2
-  Document emailed to Tom Jelson (tjelson@alexanderryan.com) for signature
2023-03-28 - 5:10:14 PM GMT
-  Email viewed by Tom Jelson (tjelson@alexanderryan.com)
2023-03-28 - 5:24:23 PM GMT- IP address: 73.115.166.62
-  Document e-signed by Tom Jelson (tjelson@alexanderryan.com)
Signature Date: 2023-03-29 - 1:37:01 PM GMT - Time Source: server- IP address: 73.115.166.62
-  Document emailed to kristin.cheng@la.gov for signature
2023-03-29 - 1:37:03 PM GMT
-  Email viewed by kristin.cheng@la.gov
2023-03-29 - 5:42:30 PM GMT- IP address: 172.226.168.2
-  Christina Ocmand (Christina.Ocmand@la.gov) replaced signer don.pierson@la.gov with Anne Villa (anne.villa@la.gov)
2023-04-18 - 4:19:45 PM GMT- IP address: 159.39.101.2
-  Signer kristin.cheng@la.gov entered name at signing as Kristin Cheng
2023-04-18 - 7:30:32 PM GMT- IP address: 159.39.101.2
-  Document e-signed by Kristin Cheng (kristin.cheng@la.gov)
Signature Date: 2023-04-18 - 7:30:34 PM GMT - Time Source: server- IP address: 159.39.101.2



Adobe Acrobat Sign

 Document emailed to Anne Villa (anne.villa@la.gov) for signature

2023-04-18 - 7:30:36 PM GMT

 Email viewed by Anne Villa (anne.villa@la.gov)

2023-04-18 - 7:50:49 PM GMT- IP address: 159.39.101.2

 Document e-signed by Anne Villa (anne.villa@la.gov)

Signature Date: 2023-04-18 - 7:51:25 PM GMT - Time Source: server- IP address: 159.39.101.2

 Agreement completed.

2023-04-18 - 7:51:25 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Adobe Acrobat Sign

April 26, 2023

via e-mail

Parish President Gordon Dove
Attn: Ms. Tammy Triggs, Council Clerk
Terrebonne Parish Council
P.O. Box 2768
Houma, LA 70361

RE: Alexander/Ryan Marine & Safety L.L.C. of Louisiana
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20200524-ITE - \$1,387,120.00

Dear Parish President Dove:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Alexander/Ryan Marine & Safety L.L.C. of Louisiana, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, April 26, 2023. Local governmental entities have thirty days from the date notice of the Board's approval is posted on LED's website to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,



Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
ITEP@la.gov

c: Assessor, Terrebonne Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20200524-ITE

Date Received: 12/16/2022

PROJECT INFORMATION

Company: Alexander/Ryan Marine & Safety L.L.C. of Louisiana
Project Name: Houma
Project Location: 205 E. Woodlawn Ranch Road , Houma, LA, 70363
Parish: Terrebonne
City Limits?: --

COMPANY INFORMATION

Product Manufactured: Alexander/Ryan Marine & Safety (ARMS) manufactures and services customized safety solutions in the maritime industry (lifeboat systems, Sea Jet submersible pump systems, liferafts and personnel baskets).
Manufacturing Process/Activities: The Houma facility has establish itself as ARMS' U.S. assembly, manufacturing, refurbishment, and service operations, plus associated warehouse and distribution of inventory to customers across the U.S. and internationally. Manufactures IMO signs in the new IMO signs department. Assemble, refurbish and restore rescue boats and x-904s as well as liferafts, so that they are coast guard compliant.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☒ Yes ☐ No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS: 336611
Project Type: Addition
Project Start Date (beginning of construction and/or installation): 5/3/2021
Project End Date (ending of construction and/or installation): 9/30/2023
Anticipated date for the commencement of operations of this project: 9/30/2022

Project Description:

Alexander/Ryan Marine & Safety (ARMS) manufactures and services customized safety solutions in the maritime industry (lifeboat systems, Sea Jet submersible pump systems, liferafts and personnel baskets). The company has facilities in Texas (Houston) and Louisiana (Houma). It is expanding capabilities in Houma. The Houma facility will establish itself as ARMS' U.S. assembly, manufacturing, refurbishment, and service operations, plus associated warehouse and distribution of inventory to customers across the U.S. and internationally. Building restructure for supporting company's manufacturing Process: Install new wall, roof and insulation to prevent humidity. Install air lines pipes, create office in lifeboat building, install fireproof glass, remove the Fans, add an exit door (for both manufacturing managers and production staff offices). Removal of windows and air vents, in order to create a controlled environment (temperature controlled).

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ☒ Yes ☐ No

Calendar Years: 2022

ESTIMATED INVESTMENTS

Building & Materials:	\$309,365.00
Machinery & Equipment:	\$219,505.00
Labor & Engineering:	\$858,250.00
Estimated Total Investment Amount:	\$1,387,120.00
Less: Restricted Amount:	\$0.00
Total Estimated Investments:	\$1,387,120.00

ESTIMATED JOBS

Existing Jobs at Project Site:	0
Existing Jobs Statewide:	12
Will this project create new jobs?	<input checked="" type="radio"/> Yes <input type="radio"/> No
New Direct Jobs:	5
Contract Jobs:	0
Will new jobs be created in phases?	The company now has 2 facilities: In Houston Texas and Houma Louisiana. We relocated most of our business from Houston to Houma where the company can better serve the industry. We currently we employ 17 employees, (from 12 that we had), and within the next months we intend to open an FSR department in Houma and further expand the warehouse operations (and staffing). We plan to start the FSR (Fire Safety and Rescue) Department, once we find and hire the right candidates.
Explain:	
Construction Jobs:	10
Total Estimated Jobs:	15

New Jobs for this phase:

0

If no new jobs are being created with this project, will existing jobs be retained?

☐ Yes ☒ No

If yes, provide a compelling reason(s) for retention:

ESTIMATED PAYROLL

Existing Jobs Payroll:	\$0.00
Existing Jobs Statewide Payroll:	\$638,357.00
New Direcy Jobs Payroll:	\$240,000.00
Contract Jobs Payroll:	\$0.00
Construction Jobs Payroll:	\$822,657.00
Total Estimated Payroll:	\$1,062,657.00
New payroll for current phase:	\$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.0932

This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)

Note: [Proof of Millage/Location form](#) must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 29893.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC?

☒ Yes ☐ No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

Alexander/Lalizas, LLC

ESTIMATED BENEFIT

Investment Amount:	\$1,387,120.00
x Assessment Percentage:	0.15
x Millage Rate:	0.0932
=Annual Exemption	\$19,387.78
Annual Exemption * 5 years at 80%	\$77,551.10
+ Annual Exemption * 5 years at 80%	\$77,551.10

=Estimated Ten Year Property Tax Exemption

\$155,102.20

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	\$155,102.20
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15000.00 Maximum)	\$775.51
Amount Paid:	\$775.56
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Millage	AlexanderRyan Marine & Safety.pdf	12/16/2022
Other	Employer's Quarterly Wage and Tax Report (Q1).pdf	12/16/2022
Other	Employer's Quarterly Wage and Tax Report (Q2).pdf	12/16/2022
Notarized Affidavit	2. ITEPContractAffidavit-Revised-08-15-2022 signed.pdf	12/21/2022
Baseline Calculation Worksheet	02. ITEEmploymentBaselineCalculationWorksheet(Fillable) signed (3).pdf	1/13/2023
Breakdown of Purchases	02. ITEBreakdownofPurchases (2022.01.13).xlsx	1/13/2023
Other	RE NAICS Code 336612 .msg	1/18/2023

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$775.56	12/16/2022	OP82PWTGJR	visa_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
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Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Tom	Jelson	tjelson@alexanderryan.com	Alexander/Ryan	2000 Wayside	(281)	Business

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Manager - Compliance and Commercial

First Name: Tom

Last Name: Jelson

Email Address: tjelson@alexanderryan.com

CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **TOM JELSON**

, approve the above information.

Tom Jelson

NOTICE OF ACTION

Notice is hereby given to the Louisiana Department of Economic Development ("Department") of the following action by [INSERT ENTITY NAME] pursuant to §503(H)(1) of the Industrial Tax Exemption Program Rules:

_____ Industrial Tax Exemption Application #20200524-ITE has been placed on the agenda for a public meeting of [INSERT ENTITY NAME], notice of which is attached hereto, thus hereby requesting an additional 30 days to take action on the Application.

_____ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20200524-ITE and voted to **APPROVE** the Application.

_____ [INSERT ENTITY NAME] has conducted a public meeting on Industrial Tax Exemption Application #20200524-ITE and voted to **DENY** the Application.

NOTICE OF THIS ACTION MUST BE GIVEN TO THE DEPARTMENT WITHIN THREE BUSINESS DAYS

Recommended methods of sending notice:

1. Via email to ITEP@la.gov
2. Via facsimile transmission to (225) 342-0142; Attn: Kristin Cheng
3. Via overnight delivery with tracking to:

Louisiana Economic Development
c/o Kristin Cheng
617 N. 3rd St.
11th Floor
Baton Rouge, LA 70802