

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



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

**AGENDA**

Wednesday, April 24, 2024  
6:00 PM

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

**John Amedee**  
**CHAIRMAN**  
**Carl Harding**  
**VICE-CHAIRMAN**  
**DISTRICT 1**  
    **Brien Pledger**  
**DISTRICT 2**  
    **Carl Harding**  
**DISTRICT 3**  
    **Clayton Voisin, Jr.**  
**DISTRICT 4**  
    **John Amedee**

**Tammy E. Triggs,**  
**COUNCIL CLERK**  
**DISTRICT 5**  
    **Kevin Champagne**  
**DISTRICT 6**  
    **Clyde Hammer**  
**DISTRICT 7**  
    **Daniel Babin**  
**DISTRICT 8**  
    **Kim Chauvin**  
**DISTRICT 9**  
    **Steve Trosclair**

**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All 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**

**APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 27, 2024.**

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON  
APRIL 10, 2024.**

**DISTRIBUTE MINUTES OF THE SPECIAL SESSION CONDEMNATION  
HEARING ON APRIL 23, 2024.**

**APPROVE ACCOUNTS PAYABLE BILL LIST 4/15/2024 & 4/22/2024**

**APPROVE MANUAL CHECK LISTING-MARCH 2024.**

**1. GENERAL BUSINESS:**

- A. PROCLAMATION:** Proclaiming the week of May 5 - 11, 2024, as Drinking Water Week in Terrebonne Parish.

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

- A.** Ms. Telisa Clark, a Houma resident, wishes to address the Council regarding housing in Terrebonne Parish.
- B.** Mr. Tommie Jenkins, a Houma resident, wishes to address the Council regarding the \$117.6 million for the Downtown Redevelopment Project and why this project should not proceed.
- C.** As per Speaker Cards. (In accordance with *Sec. 2-07 (e)* of the Terrebonne Parish Home Rule Charter, the public will be heard and can speak for three (3) minutes on any matter related to parish government without discussion or questions and answers on non-agenda items).

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

- A.** An ordinance to amend the 2024 Adopted Operating Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.
- I. Animal Shelter, \$59,990
  - II. Transit, \$17,458
  - III. Housing & Human Services-Head Start HVAC Systems, \$67,000
1. Consider the adoption of the ordinance.
- B.** An ordinance authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. and execute necessary documents for the transfer of immovable property from Terrebonne Parish Consolidated Government and Terrebonne Ministerial Alliances, Inc. and to provide for related matters.
1. Consider the adoption of the ordinance.
- C.** An ordinance amending the Terrebonne Parish Code of Ordinances to provide for usage of the official seal by Terrebonne Parish Consolidated Government elected officials.
1. Consider the adoption of the ordinance.

**3. COMMITTEE REPORTS:**

- A.** Public Services Committee, 04/22/24\*
- B.** Community Development and Planning Committee, 04/22/24
- C.** Policy, Procedure and Legal Committee, 04/22/24
- D.** Budget and Finance Committee, 04/22/24\*
- (\*Ratification of minutes calls public hearings on Wednesday, May 15, 2024, at 6:30 p.m.)

**4. STREET LIGHTS:**

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

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

- A. RECREATION DISTRICT NO. 2,3 BOARD:** Three (3) expiring terms on 05-31-24.  
**RECREATION DISTRICT NO. 3A BOARD:** One (1) vacancy.

**RECREATION DISTRICT NO. 4 BOARD:** One (1) expiring term on 05-24-24.

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

**MUNICIPAL CIVIL SERVICE BOARD:** One (1) expired term. (Representing the Council)

**TERREBONNE PARISH TREE BOARD:** One (1) expired term.

**T.A.R.C.:** Three (3) expiring terms on 05-31-24.

**LIBRARY BOARD OF CONTROL:** One (1) vacancy due to resignation.

**6. ANNOUNCEMENTS:**

**A.** Parish President.

**B.** Council Members.

**7. ADJOURN**

Category Number:  
Item Number:



Wednesday, April 24, 2024

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**Item Title:**  
INVOCATION

**Item Summary:**  
INVOCATION

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Category Number:  
Item Number:



Wednesday, April 24, 2024

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Category Number:  
Item Number:



Wednesday, April 24, 2024

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**Item Title:**

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 27, 2024

**Item Summary:**

**APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON MARCH 27, 2024.**

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Category Number:  
Item Number:



Wednesday, April 24, 2024

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**Item Title:**

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON APRIL 10, 2024

**Item Summary:**

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON APRIL 10, 2024.**

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Category Number:  
Item Number:



Wednesday, April 24, 2024

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**Item Title:**

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON APRIL 23, 2024

**Item Summary:**

**DISTRIBUTE MINUTES OF THE SPECIAL SESSION CONDEMNATION HEARING ON APRIL 23, 2024.**

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Category Number:  
Item Number:



Wednesday, April 24, 2024

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**Item Title:**

Accounts Payable Bill Lists for 4/15/2024 & 4/22/2024

**Item Summary:**

**APPROVE ACCOUNTS PAYABLE BILL LIST 4/15/2024 & 4/22/2024**

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**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

Accounts Payable Bill Lists for 4/15/2024  
& 4/22/2024

4/17/2024

Executive Summary



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
<b>ACCOUNTS PAYABLE BILL LISTS FOR 4/15/2024 &amp; 4/22/2024</b>

<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
TO PROVIDE THE COUNCIL A LIST OF PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES - BILL LIST ON FILE WITH THE FINANCE AND COUNCIL CLERK DEPARTMENTS.

<b>PROJECT PURPOSE &amp; BENEFITS(150 WORDS OR LESS)</b>
OPERATION OF GOVERNMENT

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

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

\_\_\_\_\_  
 s/Kandace M. Mauldin, CFO  
 Signature

\_\_\_\_\_  
 April 17, 2024  
 Date

Category Number:  
Item Number:



Wednesday, April 24, 2024

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**Item Title:**

Manual Check Listing-March 2024

**Item Summary:**

**APPROVE MANUAL CHECK LISTING-MARCH 2024.**

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**ATTACHMENTS:**

**Description**

Manual Check Listing-March 2024

**Upload Date**

4/17/2024

**Type**

Executive Summary



I

## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>
MANUAL CHECK LISTING-MARCH 2024

<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
TO PROVIDE THE COUNCIL A LIST OF THE MANUAL CHECK PAYMENTS MADE TO VENDORS FOR GOODS AND SERVICES.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
OPERATION OF GOVERNMENT

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

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

s/Kandace Mauldin, CFO	April 17, 2024
Signature	Date

Category Number: 1.  
Item Number: A.



Wednesday, April 24, 2024

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**Item Title:**

PROCLAMATION - Drinking Water Week

**Item Summary:**

**PROCLAMATION:** Proclaiming the week of May 5 - 11, 2024, as Drinking Water Week in Terrebonne Parish.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proclamation	4/18/2024	Presentation



# CITY OF HOUMA, LOUISIANA



## PARISH OF TERREBONNE

### PROCLAMATION

*WHEREAS, water is our most valuable natural resource; and*

*WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and*

*WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*

*WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*

*WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and*

*WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and*

*WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it.*

*NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Parish President and the entire Terrebonne Parish Consolidated Government, that the week of May 5-11, 2024, be hereby proclaimed as*

# DRINKING WATER WEEK

## IN TERREBONNE PARISH

*Presented this 24<sup>th</sup> day of April, 2024.*

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**JASON BERGERON**  
PARISH PRESIDENT

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**JOHN AMEDÉE**  
COUNCIL CHAIRMAN

#### TERREBONNE PARISH COUNCIL

**BRIEN PLEDGER**  
DISTRICT 1

**CARL HARDING**  
DISTRICT 2

**CLAYTON VOISIN, JR.**  
DISTRICT 3

**JOHN AMEDEE**  
DISTRICT 4

**KEVIN CHAMPAGNE**  
DISTRICT 5

**CLYDE HAMNER**  
DISTRICT 6

**DANIEL BABIN**  
DISTRICT 7

**KIM CHAUVIN**  
DISTRICT 8

**STEVE TROSCLAIR**  
DISTRICT 9

Category Number: 2.  
Item Number: A.



Wednesday, April 24, 2024

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**Item Title:**

Telisa Clark

**Item Summary:**

Ms. Telisa Clark, a Houma resident, wishes to address the Council regarding housing in Terrebonne Parish.

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Category Number: 2.  
Item Number: B.



Wednesday, April 24, 2024

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**Item Title:**

Tommie Jenkins

**Item Summary:**

Mr. Tommie Jenkins, a Houma resident, wishes to address the Council regarding the \$117.6 million for the Downtown Redevelopment Project and why this project should not proceed.

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Wednesday, April 24, 2024

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**Item Title:**

Speaker Cards

**Item Summary:**

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

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Wednesday, April 24, 2024

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**Item Title:**

2024 Various Items for Budget Amendment

**Item Summary:**

An ordinance to amend the 2024 Adopted Operating Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.

I. Animal Shelter, \$59,990

II. Transit, \$17,458

III. Housing & Human Services-Head Start HVAC Systems, \$67,000

1. Consider the adoption of the ordinance.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2024 Various Items for Budget Amendment	4/4/2024	Executive Summary
2024 Various Items for Budget Amendment	4/4/2024	Budget Amendment
2024 Various Items for Budget Amendment	4/4/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Ordinance for a Budget Amendment

### PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Animal Shelter, \$59,990
- II. Transit, \$17,458
- III. Housing & Human Services-Head Start HVAC Systems, \$67,000

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

See above

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE

1

2

3

4

5

6

7

8

9

/s/ Kayla Dupre

Signature

April 4, 2024

Date

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

AN ORDINANCE TO AMEND THE 2024 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Animal Shelter, \$59,990
- II. Transit, \$17,458
- III. Housing & Human Services-Head Start HVAC Systems, \$67,000

#### SECTION I

WHEREAS, the Animal Shelter received donations of \$59,990, and

WHEREAS, the donations of \$9,990 will be put into the Medical and Drugs account and the donations of \$50,000 will be put into the Other Fees account.

NOW, THEREFORE BE IT FURTHER, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Animal Shelter. (Attachment A)

#### SECTION II

WHEREAS, the Transit Department received \$17,458 reimbursement for damages that occurred to Unit #642, and

WHEREAS, this reimbursement needs to be reflected in the Transit Bus Collision Repairs account.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for the Transit Department. (Attachment B)

#### SECTION III

WHEREAS, Administration is requesting \$67,000 in additional funding for the HVAC Renovations, and

WHEREAS, this funding is from the American Rescue Plan Stimulus, Local Assistance and Tribal Consistency Fund that was received in the prior year.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2024 Adopted Operating Budget be amended for Housing and Human Services. (Attachment C)

#### SECTION IV

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

#### SECTION V

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

Prepared By: Finance Department  
 PC File: 2024-Various Items – H  
 Date Prepared: 4/3/24 BA #8

**ATTACHMENT A - Animal Shelter**

	<b>2024</b>		
	<b><u>Adopted</u></b>	<b><u>Change</u></b>	<b><u>Amended</u></b>
Donations-Meds for Animal Shelter		(5,423)	(5,423)
Medical & Drugs	95,000	9,990	104,990
Donations-Animal Shelter		(50,000)	(50,000)
Other Fees	39,480	50,000	89,480
Fund Balance (Decrease)	n/a	(4,567)	n/a

**ATTACHMENT B - Transit**

	<b>2024</b>		
	<b><u>Adopted</u></b>	<b><u>Change</u></b>	<b><u>Amended</u></b>
Compensation Property Damage		(17,458)	(17,458)
Transit Bus Collison Repairs	11,558	17,458	29,016

**ATTACHMENT C - Housing & Human Services**

	<b>2024</b>		
	<b><u>Adopted</u></b>	<b><u>Change</u></b>	<b><u>Amended</u></b>
HVAC Renovations	558,187	67,000	625,187
Fund Balance (Decrease)	n/a	(67,000)	n/a

Section I

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**Kayla Dupre**

**From:** Valerie Robinson  
**Sent:** Monday, April 1, 2024 5:35 PM  
**To:** Kayla Dupre  
**Subject:** Petco Love grant check  
**Attachments:** Petco grant award check.pdf

Hi Kayla,

Petco Love has granted us \$50,000 for this year's grant cycle. I am sending the check to you via interdepartmental mail to deposit and move into account 151-442-8349-01. Thanks!

Best,



**Valerie Robinson**

Animal Shelter Director  
Terrebonne Parish Animal Shelter

**Shelter:** (985) 873-6709

**Direct:** (985) 873-6878

**Email:** [vrobinson@tpcg.org](mailto:vrobinson@tpcg.org)

100 Government Street  
Gray, LA 70359

[www.tpcg.org/animalshelter](http://www.tpcg.org/animalshelter)





March 20, 2024

Dear Petco Love partner,

On behalf of everyone at Petco Love, we are pleased to provide you with the enclosed grant award in response to your application for our 2023 Animal Welfare Organizations (AWO) grant cycle. These funds may be used for any lifesaving purpose. Please see your grant approval email for instructions on how to properly acknowledge Petco Love as well as the link to the digital toolkit to help you celebrate your award. The Lifesaving Grant Investment toolkit is also now available on our website [www.petcolove.org](http://www.petcolove.org), so that you may easily download the website badge to display it on your organization's website and find social media graphics and captions.

We're honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them.

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

Susanne Kogut  
President  
Petco Love

P. S. Petco Love desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to [partners@petcolove.org](mailto:partners@petcolove.org). We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love. Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

*Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930*

**Animal Shelter Donations-Meds**

**151-000-6741-18**

	<u>Balance</u>
<b>2018</b>	
10,015.05 donations - BA transferred to Medical & Drugs (BA Sept 2018-\$4,768 & BA Dec 2018-\$3,171 BA April 2019-\$2,076)	-
<b>2019</b>	
12,796.35 donations - BA transferred to Medical & Drugs (BA April 2019-\$1,376, Sept 2019-\$8,453 & BA Dec 2019-\$1,872 BA Nov 2020-\$1,095)	-
<b>2020</b>	
14,727.18 donations - BA transferred to Medical & Drugs (BA Nov 2020-\$12,553, August 2021-\$2,174)	-
<b>2021</b>	
16,665.00 donations-BA transferred to Medical & Drugs (BA April 2021-\$2,367, August 2021-\$10,362, Dec 2021-\$3,936) 1,092.71 donations (12/3/21) (BA July 2022)	-
<b>2022</b>	
20,684.44 donations-BA transferred to Medical & Drugs (BA July 2022-\$20,684.44) 12,438.29 donations-(2022) (BA February 2023)	-
<b>2023</b>	
900.00 donation Petco - (BA March, 2023) 1,000.00 donation Humane Rescue Alliance (BA November 2023) 11,108.91 donation BI Animal Health-(BA August 2023) 9,905.37 donations (BA August 2023) 7,606.95 donations (BA November 2023) 4,567.00 donations (BA April 2024)	-
<b>2024</b>	
250.00 donation Humane Rescue Alliance (BA April 2024) 5,173.36 donations (BA April 2024)	-
<u>128,930.61</u>	

**Total remaining:** \$ -

ACCT: 151-442-8349-01

GENERAL FUND  
 ANIMAL CONTROL  
 OTHER FEES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	108,789	69,308.90	0	39,480
2024	39,480	12,811.07	230	26,439
CLOSED:				
2017	38,000	27,516.20	N/A	10,484
2018	50,484	43,840.00	N/A	6,644
2019	34,644	19,398.00	N/A	15,246
2020	45,933	18,461.65	N/A	27,471
2021	149,971	34,488.22	N/A	115,483
2022	90,808	47,192.46	N/A	43,616

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

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY  
FEBRUARY 29, 2024 - MONTH LAST CLOSED

4/03/24

ACCT: 151-442-8221-01

GENERAL FUND  
ANIMAL CONTROL  
MEDICAL & DRUGS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	122,959	144,288.52	0	21,330-
2024	95,000	19,398.72	2,691	72,910
CLOSED:				
2017	78,100	75,798.89	N/A	2,301
2018	77,939	91,559.64	N/A	13,621-
2019	95,277	97,057.43	N/A	1,780-
2020	88,061	97,278.52	N/A	9,218-
2021	107,013	115,984.00	N/A	8,971-
2022	101,317	122,643.53	N/A	21,327-

ENTER = CONTINUE      CF04 = DSP DETAIL      ACCOUNT EXCEEDS BUDGET AMOUNT      CF05 = DSP INV JE

CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE      CF08 = PRT DETAIL

*Section II*

**“Memorandum”**

**TO:** Customer Service Department

**FROM:** LouEllen Pellegrin  
Insurance Technician

**DATE:** March 27, 2024

**SUBJECT:** Damaged to Transit unit #642

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Attached, please find **check #6006917650** in the amount of **\$17,457.81** made payable to TPCG for damages to Transit unit #642. Please deposit this check into the proper account for **Transit (Account #237-000-6912-00)**.

If you have any questions regarding the above, please call us at (985) 873-6470.

Thanks for your time and help. Have a wonderful day.

Attachment(s)

*d37-677-8423-09*

**CC (Hard Copy):** Claim File  
Subrogation Recovery File

**CC (Electronically):** Kandace Mauldin, Finance  
Kayla Dupre, Accounting  
Gayle Vaughn, Transit

## Skyla Gajjour

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**From:** Gayle Vaughn  
**Sent:** Wednesday, March 27, 2024 12:03 PM  
**To:** Skyla Gajjour; Heather Odom  
**Cc:** Kayla Dupre  
**Subject:** RE: Acct #237-677-8423-09  
**Attachments:** FW: Transit Recovery Memo.doc

Good Morning,

We received a \$17,457.81 insurance check that was deposited into account 237-000-6912-00. This check will need to be moved to Acct #237-677-8423-09 to cover the invoice that was entered and other additional invoices for repairs. I have attached the email from Risk Management as back-up for this.

Thank you,

Gayle J. Vaughn  
Office Manager



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

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**From:** Skyla Gajjour <sgajjour@tpcg.org>  
**Sent:** Wednesday, March 27, 2024 9:40 AM  
**To:** Heather Odom <hodom@tpcg.org>  
**Cc:** Gayle Vaughn <gvaughn@tpcg.org>; Kayla Dupre <kdupre@tpcg.org>  
**Subject:** Acct #237-677-8423-09

Good morning,

Acct #237-677-8423-09, Transit Bus Collision Repairs is \$5,317 overbudget.

Please let me know how much and where you would like to get the money from to cover expenses through the end of the year.

*Thank you,*

*Skyla Gajjour*

Finance Department, Budget Accountant  
Terrebonne Parish Consolidated Government  
8026 Main St. Suite 300

FEBRUARY 29, 2024 - MONTH LAST CLOSED

ACCT: 237-000-6912-00

FTA GRANT

NO DEPARTMENT NAME

COMPENSATION PROPERTY DAMAGE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	0	1,050.00-	0	1,050
2024	0	17,457.81-	0	17,458
CLOSED:				
2017	0	3,745.39-	N/A	3,745
2018	0	27,873.85-	N/A	27,874
2019	0	15,404.44-	N/A	15,404
2020	0	18,779.56-	N/A	18,780
2021	0	3,809.50-	N/A	3,810
2022	0	74.00-	N/A	74

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FEBRUARY 29, 2024 - MONTH LAST CLOSED

ACCT: 237-677-8423-09

FTA GRANT

PUBLIC TRANSIT-PLANNING

TRANSIT BUS COLLISION REPAIRS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	19,813	1,400.00	0	18,413
2024	11,558	.00	16,875	5,317-
CLOSED:				
2017	0	6,865.39	N/A	6,865-
2018	0	32,157.36	N/A	32,157-
2019	0	18,375.53	N/A	18,376-
2020	12,024	12,023.61	N/A	0
2021	7,750	2,937.50	N/A	4,813
2022	14,813	.00	N/A	14,813

ENTER = CONTINUE      CF04 = DSP DETAIL      ACCOUNT EXCEEDS BUDGET AMOUNT      CF05 = DSP INV JE

CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE      CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY  
FEBRUARY 29, 2024 - MONTH LAST CLOSED

4/03/24

ACCT: 237-000-6912-00

FTA GRANT

NO DEPARTMENT NAME

COMPENSATION PROPERTY DAMAGE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	0	1,050.00-	0	1,050
2024	0	17,457.81-	0	17,458
CLOSED:				
2017	0	3,745.39-	N/A	3,745
2018	0	27,873.85-	N/A	27,874
2019	0	15,404.44-	N/A	15,404
2020	0	18,779.56-	N/A	18,780
2021	0	3,809.50-	N/A	3,810
2022	0	74.00-	N/A	74

ENTER = CONTINUE

CF01 = EXIT    CF02 = INPUT SCR    CF04 = DSP DETAIL    CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE    CF08 = PRT DETAIL

ACCT: 237-677-8423-09

FTA GRANT

PUBLIC TRANSIT-PLANNING

TRANSIT BUS COLLISION REPAIRS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2023	19,813	1,400.00	0	18,413
2024	11,558	16,875.31	0	5,317-
CLOSED:				
2017	0	6,865.39	N/A	6,865-
2018	0	32,157.36	N/A	32,157-
2019	0	18,375.53	N/A	18,376-
2020	12,024	12,023.61	N/A	0
2021	7,750	2,937.50	N/A	4,813
2022	14,813	.00	N/A	14,813

ENTER = CONTINUE      CF04 = DSP DETAIL      ACCOUNT EXCEEDS BUDGET AMOUNT      CF05 = DSP INV JE

CF01 = EXIT      CF02 = INPUT SCR      CF06 = DSP ENCUMBRANCE      CF08 = PRT DETAIL

*Section III*

**Kayla Dupre**

---

**From:** Kandace Mauldin  
**Sent:** Wednesday, April 3, 2024 11:33 AM  
**To:** Kayla Dupre  
**Subject:** Budget Amendment  
**Attachments:** HVAC Budget Amendment.pdf

Below is the language for the budget amendment and backup is attached. I will also have more backup when I get it from Leslie. We received the funding in the prior year so it will come from fund balance and add to account 151-653-8915-05

WHEREAS, Administration is requesting \$67,000 in additional funding for the HVAC Renovations, and WHEREAS, this funding is from the American Rescue Plan Stimulus, Local Assistance and Tribal Consistency Fund that was received in the prior year.

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



**Saltwater Fishing Capital of the World**

**Melissa Bourgeois**

**From:** Leslie Jones  
**Sent:** Friday, January 12, 2024 2:10 PM  
**To:** Melissa Bourgeois; Kelli Varnado  
**Cc:** Kayla Dupre  
**Subject:** RE: American Rescue Plan- Local Assistance and Tribal Consistency Fund

I believe it is general funds. There was no specific programming applied for. I completed the application as received. This is the information I have.

LACTF funding (Dept of Treasury)	\$100,000	TPCG	January 26, 2023	Awarded Disbursed 2/6/23
LACTF funding (Dept of Treasury)	\$50,000	TPCG	October 6, 2023	Awarded Disbursed 10/23/23

**From:** Melissa Bourgeois <mbourgeois@tpcg.org>  
**Sent:** Friday, January 12, 2024 1:35 PM  
**To:** Kelli Varnado <kvarnado@tpcg.org>; Leslie Jones <ljones@tpcg.org>  
**Cc:** Kayla Dupre <kdupre@tpcg.org>  
**Subject:** American Rescue Plan- Local Assistance and Tribal Consistency Fund

Good afternoon!

We received two payments of \$50,000 each in 2023. When I reached out to see what these payments were for, I was told they were part of the American Rescue Plan "ARP" stimulus, Local Assistance and Tribal Consistency Fund, CFDA 21.032. Do you have any information on this? Can you tell me where this should be coded?

*Thank you!*

*Melissa Bourgeois*  
Investment and Finance Officer  
Terrebonne Parish Consolidated Government  
P.O. Box 2768  
Houma, LA 70361  
985-873-6454  
985-873-6457 (Fax)

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



Wednesday, April 24, 2024

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**Item Title:**

Ordinance: Authorizing CEA with Terrebonne Ministerial Alliance, Inc.

**Item Summary:**

An ordinance authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. and execute necessary documents for the transfer of immovable property from Terrebonne Parish Consolidated Government and Terrebonne Ministerial Alliances, Inc. and to provide for related matters.

1. Consider the adoption of the ordinance.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/3/2024	Executive Summary
Ordinance	4/3/2024	Ordinance
Backup Material	4/3/2024	Backup Material
Backup Material	4/3/2024	Backup Material
Backup Material	4/3/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Ordinance: Authorizing CEA with Terrebonne Ministerial Alliance, Inc.

### PROJECT SUMMARY (200 WORDS OR LESS)

Consider the introduction of an ordinance authorizing the Parish President to enter into a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. and execute necessary documents for the transfer of immovable property from Terrebonne Parish Consolidated Government and Terrebonne Ministerial Alliances, Inc. and to provide for related matters and call a public hearing on Wednesday, April 24, 2024, at 6:30 p.m.

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

N/A

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE

1

2

3

4

5

6

7

8

9

*Carl Harding*

*04/03/24*

Signature

Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE TERREBONNE MINISTERIAL ALLIANCES, INC. AND EXECUTE NECESSARY DOCUMENTS FOR THE TRANSFER OF IMMOVABLE PROPERTY FROM TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND TERREBONNE MINISTERIAL ALLIANCES, INC. AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, 100% of immovable property owned by Fred Johnson, Jr. (Rev.), situated at Lot 30 x 107' on West Side of Daspit Street, being a portion of Block 80 Newton (1128 Daspit Street) (Parcel #21926), in Terrebonne Parish, Louisiana was adjudicated to the Terrebonne Parish Consolidated Government on June 25, 2015 for nonpayment of taxes; and

WHEREAS, on June 27, 2018, by virtue of Ordinance No. 8972, the Terrebonne Parish Council declared the property at 1128 Daspit Street as surplus and not needed or useful for any public purpose and to dispose of said property in accordance with La. R.S. 47:2196, *et seq.*; and

WHEREAS, 100% of immovable property owned by George Robertson 1/8, Joseph Robertson 1/8, Louetha Robertson Carvin 5/32, Lou Bertha Robertson 5/32, Lillian Howard Pennison 1/8, Ellen Howard Wallace 5/32, and Corinne Fouche 5/32, situated at Lot on Daspit Street Block 80 (1130 1/2 Daspit Street) (Parcel #24445), in Terrebonne Parish, Louisiana was adjudicated to the Terrebonne Parish Consolidated Government on June 24, 2014 for nonpayment of taxes; and

WHEREAS, on March 14, 2018, by virtue of Ordinance No. 8935, the Terrebonne Parish Council declared the property at 1130 ½ Daspit Street as surplus and not needed or useful for any public purpose and to dispose of said property in accordance with La. R.S. 47:2196, *et seq.*; and

WHEREAS, the three (3) year period for redemption provided by Art. 7, §25 of the Louisiana Constitution elapsed on the above-described properties (hereinafter the "Property," whether one or more) without redemption; and

WHEREAS, LA R.S. 47:2205 authorizes the parish to donate adjudicated property to any person to the extent allowed by the Louisiana Constitution; and

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

WHEREAS, TPCG donated the aforementioned properties to the Terrebonne Parish Veterans Memorial District (“District”) via a Non-Warranty Donation, recorded in the Terrebonne Parish COB 2624 Page 39, Entry No. 1617591 on January 4, 2021, contingent upon the District building low to moderate income housing on the properties and otherwise developing and maintaining the Property; and

WHEREAS, the District notified TPCG that it is unable to fulfill its obligations under the Non-Warranty Donation and TPCG, therefore, declared the donation null and void and revoked the donation; and

WHEREAS, the Terrebonne Ministerial Alliances, Inc. (“Ministerial Alliances”), a Louisiana nonprofit corporation, indicated to TPCG its willingness and ability to build low to moderate income housing on the Property with a preference for veterans and to otherwise benefit the citizens of Terrebonne Parish; and

WHEREAS, TPCG wishes to enter into a Cooperative Endeavor Agreement to transfer the Property to the Ministerial Alliances subject to the condition that the Ministerial Alliances fulfills

the obligation of building low to moderate income housing on the properties and otherwise developing and maintaining the Property; and

WHEREAS, TPCG finds that its expenditure or transfer of the immovable property to provide low to moderate income housing thereon with a preference for veterans, taken as a whole, is not gratuitous, and that it has demonstrable objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its public property; and

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

#### SECTION I

NOW BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that, conditioned on the revocation and recapture by Terrebonne Parish Consolidated Government of the properties described herein from the Terrebonne Parish Veterans' Memorial District, the Parish President is hereby authorized to execute and enter into and enforce a Cooperative Endeavor Agreement with the Terrebonne Ministerial Alliances, Inc. to facilitate the transfer of the Property to the Terrebonne Ministerial Alliances, Inc., and that the Parish President is hereby authorized to execute and enter into and enforce a transfer of said Property to Terrebonne Ministerial Alliances, Inc. upon the satisfactory performance of the Cooperative Endeavor Agreement in accordance with the terms contained in that agreement, which is attached hereto.

#### SECTION II

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

#### SECTION III

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The chairman declared the ordinance adopted on this, the \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Chairman  
Terrebonne Parish Council

\_\_\_\_\_  
Tammy Triggs, Council Clerk  
Terrebonne Parish Council

Date and time delivered to Parish President:

approved \_\_\_\_\_ vetoed \_\_\_\_\_

Jason W. Bergeron, Parish President  
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

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I, Tammy Triggs, Council Clerk for that 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 \_\_\_\_\_, 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

---

Tammy Triggs, Council Clerk  
Terrebonne Parish Council

**STATE OF LOUISIANA**

**PARISH OF TERREBONNE**

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
AND  
TERREBONNE MINISTERIAL ALLIANCES, INC.**

This Cooperative Endeavor Agreement (“Agreement”) is entered into and effective on the date executed by the last party signing, by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Ordinance No. \_\_\_\_\_, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as “Owner”); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

**TERREBONNE MINISTERIAL ALLIANCES, INC.** (herein sometimes referred to as “Ministerial Alliances”), a Louisiana non-profit corporation, authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, whose mailing address for the purposes herein is PO Box 3212, Houma, LA 70361, herein represented by its duly authorized President, Reverend Vincent A. Fusilier, Sr.; and

who declare and agree as follows:

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution provides that, “[F] or a public purpose, the state and its political subdivision 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**, Article VII, Section 14 (B) of the Louisiana Constitution provides, in pertinent part, that “Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy.”; and

**WHEREAS**, the District did not fulfill its obligations under the Non-Warranty Donation to construct, rehabilitate, and maintain the properties for the purposes set out in that agreement; and

**WHEREAS**, TPCG has, therefore, exercised the revocation provision in the Non-Warranty Donation and recaptured the properties; and

**WHEREAS**, according to the terms of the Act of Revocation, District requested, and TPCG agreed, that the TPCG would contract with a third party to for the construction of housing for low- or moderate income households, with preference given to a veteran of the United States military, to the fullest extent authorized by law and subject to approval by the Terrebonne Parish Council; and

**WHEREAS**, TPCG finds that it would benefit the community and veterans in Terrebonne Parish to now transfer the properties to the Ministerial Alliances and, in consideration therefor, the Ministerial Alliances will create low- or moderate income residential housing on the properties with, to the extent allowed by law, a preference for United States veterans; and

**WHEREAS**, TPCG finds that any expenditure of its public funds associated with this agreement, taken as a whole, is not gratuitous, and TPCG expects to receive a benefit at least equal to the expenditure of its public funds; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the TPCG and Ministerial Alliances, each represented by their undersigned, duly authorized representative, agree to the following:

### **1. Properties Defined**

Properties Defined: The following immovable properties are subject to this agreement:

#### A.

A certain lot of ground, situated in Newton, in the City of Houma, Parish of Terrebonne, Louisiana, being a portion of Block No. 80 on Plan B of said Newton, measuring thirty (30) feet front on the west side of Daspit Street by a depth of one hundred seven (107) feet; Bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of the Widow of George Robertson, or Assigns, together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining;

Bearing a municipal address of 1128 Daspit Street, Houma LA 70360 (Tax Account #A03C-21926).

Being the same property acquired by Transferor through adjudication at tax sale registered June 25, 2015, at Terrebonne Parish COB 2427, Page 510, Entry No. 1483250 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

#### B.

A certain lot of ground situated in "Newton" in the city of Houma, being a portion of Block No. "80" on Plan B of said Newton, measuring sixty-five (65') feet front, more or less, on Daspit Street, by a depth of one hundred seven (107') feet; bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of Robert Gray or assigns; together will all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1130 ½ Daspit Street, Houma LA 70360 (Tax Account #A03C-24445).

Being the same property acquired by Transferor through adjudication at tax sale registered June 24, 2014, at Terrebonne Parish COB 2381, Page 513, Entry No. 1456844 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements located on the properties, if any, collectively referred to as the "Properties."

### **2. Non-Warranty Transfer of Properties**

TPCG hereby sells, cedes, gives, and transfers the above-described Properties to the Terrebonne Ministerial Alliances, Inc. This transfer is accepted by the Ministerial Alliances subject to the terms and conditions herein, and in consideration thereof, Ministerial Alliances shall construct, manage, administer, and operate housing for low- or moderate income households on those Properties, with preference given, to the fullest extent allowed by law, to United States Veterans.

Ministerial Alliances warrants, acknowledges to, and agrees with TPCG that Ministerial Alliances is accepting the transfer of these Properties subject to any and all conditions and restrictions which are required or recited in the Ordinance first referenced above.

Transferee acknowledges that and agrees that it accepts these properties subject to any and all conditions and restrictions which are required or recited in Terrebonne Parish Ordinance No. 9078 and any attachments thereto, a copy of which is attached to this Act.

Transferee acknowledges that it has made a thorough inspection of the Properties and any improvements located thereon prior to the execution of this Act, and that Transferee is satisfied as to the condition and fitness of the Properties. It is understood and agreed, that the properties are transferred by the Transferor to Transferee "**AS IS, WHERE IS**" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including,

without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under, or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under, or about the property and the drainage of the subject property. Transferee expressly waives any and all warranties, including those pertaining to fitness for a particular purpose as well as those warranties against hidden and latent defects (i.e., defects in the property transferred which render its use so inconvenient or imperfect that the purchaser would not have purchased it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Transferee forfeits the right to void the transfer on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Transferee acknowledges that the Properties transferred by Transferor are for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the transfer of the Properties, Transferee has agreed to rehabilitate and maintain the Properties, and to create residential housing for low- or moderate income households on the properties with a preference for veterans. Transferee shall use and maintain the Property in accordance with its lawful purposes, and in accordance with any laws and ordinances of the federal, state, and local governments.

Except for the warranty against eviction resulting from prior acts of Transferor, the properties shall be transferred to Transferee as is and without any warranties whatsoever, including as to title. Transferee acknowledges that these properties were adjudicated to the Transferor for non payment of taxes, and Transferor has no knowledge of the condition of the properties.

The 2024 ad valorem taxes shall be prorated. The 2025 ad valorem taxes and beyond are to be paid by Transferee.

The transfer shall be made and accepted by Transferee subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases, and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.

### **3. Deliverables**

3.1 In consideration of the commitments by TPCG, the Ministerial Alliances shall construct, manage, administer, and operate housing for low- or moderate income households on the 1128 Daspit Street Property, with preference given, to the fullest extent allowed by law, to United States Veterans within five (5) years of signing this Agreement.

3.2 In consideration of the commitments by TPCG, the Ministerial Alliances shall construct, manage, administer, and operate housing for low- or moderate income households on the 1130 ½ Daspit Street Property, with preference given, to the fullest extent allowed by law, to United States Veterans within ten (10) years of signing this Agreement.

3.3 The Ministerial Alliances shall maintain proper insurance (e.g., liability, builder's risk, homeowner's, casualty) on both properties and any improvements thereon during the 10-year period of performance.

3.4 The Ministerial Alliances shall operate the properties as residential housing for low- or moderate income households for a period of 15 years from the date of execution of this Agreement by both parties. Following the 15-year period, Ministerial Alliances may transfer or sell the properties to a family qualifying as low- or moderate income household or to a third party organization with the condition that the third party operate the properties under the same terms and conditions as this Agreement for a minimum period of 15 years from date of transfer to the third party.

3.4 Consideration herein is for the entire agreement.

3.5 For the purposes of this Agreement, “low- or moderate income household” shall be defined by 12 USC Code Sec. 1430 (a)(13).

#### **4. Remedies**

In the event Transferee fails to fulfil any obligations herein, Transferee shall be in default of this agreement. If, within 30 days of written notice of default by Transferor to Transferee, Transferee has failed to remedy such default, it shall be in breach of this agreement. In the event of Transferee's breach of this agreement, the Transferor, at its sole option may:

- a. demand liquidated damages in an amount equal to the fair market value of either one or both of the Properties valued at the time of execution of this Act, or
- b. demand, at Transferee' s expense, the revocation in favor of Transferor of one or both of the Properties transferred herein.

Should Transferor place this agreement in the hands of an attorney for enforcement, Transferee shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by Transferor.

The terms and conditions of this Cooperative Endeavor Agreement shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

#### **5. Indemnification**

Terrebonne Ministerial Alliances, Inc. agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants, and employees, including volunteers, from and against any and all claims, lawsuits, and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, injury, or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Terrebonne Ministerial Alliances, Inc., its affiliates, contractors, clients, customers, lessees, lessors, agents, servants, officers, and/or employees, related to the performance or nonperformance of the Agreement herein entered into. Further, and as a result of any such claims, lawsuits, and demands, Terrebonne Ministerial Alliances, Inc. agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits related thereto, at its sole expense, even if such claim, demand, or suit is groundless, false, or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

#### **6. Notices**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

TO: Terrebonne Parish Consolidated Government  
Attn: Parish President  
PO Box 2768  
Houma, LA 70361

TO: Terrebonne Ministerial Alliances, Inc.  
Attn: Rev. Vincent A. Fusilier, Sr., President  
PO Box 3212  
Houma, LA 70361

## **7. Additional Terms and Conditions**

**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.

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

**Amendment.** No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representative of both parties.

**Non-Waiver.** Failure by either party to complain of any action or non-action on the part of the other or to declare the other in default, irrespective of how long such failure may continue, shall not be deemed to be a waiver of any rights hereunder. Except for the execution and delivery of a written agreement expressly accepting surrender of the Premises, no act taken or failed to be taken by either party shall be deemed an acceptance or surrender of the Premises or a waiver of any rights herein.

**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.

**Governing Law.** To the fullest extent allowed by law, this Agreement shall be governed and interpreted by Louisiana Law and the provisions of this Agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

**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 the Ministerial Alliances.

**Fees and Expenses.** If either TPCG or the Ministerial Alliances 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 the Ministerial Alliances.

## **8. Signatures of the Parties**

*[Signature page follows]*

8.1 TPCG

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2024 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: Jason W. Bergeron, Parish President  
OR: Noah J. Lirette, Chief Administrative Officer

\_\_\_\_\_

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

8.2 Terrebonne Ministerial Alliances, Inc.

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2024, 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 MINISTERIAL ALLIANCES, INC.

\_\_\_\_\_  
BY: Rev. Vincent A. Fusilier, Sr., President

\_\_\_\_\_

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

STATE OF LOUISIANA

PARISH OF TERREBONNE

**ACT OF REVOCATION OF IMMOVABLE PROPERTY  
BY TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
FROM  
TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT**

This Act of Revocation ("Agreement") is entered into and effective on the date executed by the last party signing, by and between:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Council Ordinance No. 9078, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as "Owner"); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

**TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT**, a political subdivision of the state of Louisiana established in accordance with La. R.S. 33:9353, 1957, whose present mailing address for the purposes herein is 1154 Barrow Street, Houma, LA 7030, represented herein by its duly authorized member, \_\_\_\_\_, by virtue of the District's authorizing document, a copy of which is attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as "District").

who declare and agree as follows:

**WHEREAS**, TPCG donated two properties to the Terrebonne Parish Veterans' Memorial District ("District") via a Non-Warranty Donation on December 16, 2021 pursuant to the provisions of the Louisiana Constitution referenced above; and

**WHEREAS**, the District finds that it cannot fulfill its obligations under the Non-Warranty Donation to construct, rehabilitate, and maintain the properties; and

**WHEREAS**, the District acknowledges and agrees that, under the terms of the Non-Warranty Donation, TPCG has the authority to revoke, and is hereby revoking, the donation of both of the Properties donated to the District in the Non-Warranty Donation.

**WHEREAS**, TPCG and the District have agreed to enter into this agreement by which the District returns the two donated properties to TPCG; and

**WHEREAS**, TPCG intends to provide the opportunity to another organization to construct and manage low- to moderate-income residences on these properties, with residential preference given to veterans, to the fullest extent allowable by law, conditioned upon approval by the Terrebonne Parish Council;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the TPCG and District, each represented by their undersigned, duly authorized representative, agree to the following:

**1. Properties Defined**

**Properties Defined**: The following immovable properties are subject to this agreement:

A.

A certain lot of ground, situated in Newton, in the City of Houma, Parish of Terrebonne, Louisiana, being a portion of Block No. 80 on Plan B of said Newton, measuring thirty (30) feet front on the west side of Daspit Street by a depth of one hundred seven (107) feet; Bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of the Widow of George Robertson, or Assigns, together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining;

Bearing a municipal address of 1128 Daspit Street, Houma LA 70360 (Tax Account #A03C-21926).

Being the same property acquired by TPCG through adjudication at tax sale registered June 25, 2015, at Terrebonne Parish COB 2427, Page 510, Entry No. 1483250 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

B.

A certain lot of ground situated in "Newton" in the city of Houma, being a portion of Block No. "80" on Plan B of said Newton, measuring sixty-five (65') feet front, more or less, on Daspit Street, by a depth of one hundred seven (107') feet; bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of Robert Gray or assigns; together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1130 ½ Daspit Street, Houma LA 70360 (Tax Account #A03C-24445).

Being the same property acquired by Transferor through adjudication at tax sale registered June 24, 2014, at Terrebonne Parish COB 2381, Page 513, Entry No. 1456844 and, thereafter, donated to the District pursuant to Terrebonne Parish Council Ordinance No. 9078 and the Non-Warranty Donation recorded at Terrebonne Parish COB 2624, Page 39, Entry No. 1617591.

together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements located on the properties, if any, collectively referred to as the "Properties."

District hereby transfers and TPCG hereby recaptures and accepts the transfer of the Properties from District, subject to the terms and conditions herein.

The 2024 ad valorem taxes and beyond are to be paid by Transferee, if applicable.

Except for the warranty against eviction resulting from prior acts of Transferor, the Properties shall be transferred to Transferee as is and without any warranties whatsoever, even for redhibition or fitness, and Transferee's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.

The transfer shall be made and accepted by Transferee subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases, and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.

### **3. Additional Terms and Conditions**

**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.

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

**Amendment.** No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representative of both parties.

Non-Waiver. Failure by either party to complain of any action or non-action on the part of the other or to declare the other in default, irrespective of how long such failure may continue, shall not be deemed to be a waiver of any rights hereunder. Except for the execution and delivery of a written agreement expressly accepting surrender of the Premises, no act taken or failed to be taken by either party shall be deemed an acceptance or surrender of the Premises or a waiver of any rights herein.

Governing Law. To the fullest extent allowed by law, this Agreement shall be governed and interpreted by Louisiana Law and the provisions of this Agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

**4. Signatures of the Parties**

4.1 TPCG

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2024 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: Jason W. Bergeron, Parish President  
OR: Noah J. Lirette, Chief Administrative Officer

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

4.2 Terrebonne Parish Veterans Memorial District

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2024, 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 VETERANS' MEMORIAL DISTRICT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

# Terrebonne Parish Recording Page

Theresa A. Robichaux  
Clerk Of Court  
P.O. Box 1569  
Houma, LA 70361-1569  
(985) 868-5660

**Received From :**  
TERREBONNE PARISH CONSOLIDATED GOVT  
P O BOX 2768  
ATTN: LEGAL DEPT/KAYLA DUPRE  
HOUMA, LA 70360

**First VENDOR**  
TERREBONNE PARISH CONSOL GOVERNMENT

**First VENDEE**  
TERREBONNE PARISH VETERANS MEMORIAL DISTRICT

**Index Type :** CONVEYANCES

**File # :** 1617591

**Type of Document :** DONATION - GIFT

**Book :** 2624

**Page :** 39

**Recording Pages :** 4

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana.

*Theresa A. Robichaux*  
Clerk of Court



On (Recorded Date) : 01/04/2021

At (Recorded Time) : 9:50:24AM



Doc ID - 015201500004

**UNOFFICIAL**

**Return To :** TERREBONNE PARISH CONSOLIDATED GOVT  
P O BOX 2768  
ATTN: LEGAL DEPT/KAYLA DUPRE  
HOUMA, LA 70360

Do not Detach this Recording Page from Original Document

NON-WARRANTY DONATION

STATE OF LOUISIANA

PARISH OF TERREBONNE

BE IT KNOWN, on the dates written below before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, herein represented by its President, Gordon E. Dove by virtue of Terrebonne Parish Council Ordinance No. 9078, whose mailing address for the purposes herein is P.O. Box 2768, Houma LA 70361, hereinafter referred to as "Donor," who declared that:

Donor donates and delivers, without any warranty of title whatsoever, either express or implied, except for the warranty against eviction resulting from a prior alienation by the political subdivision, but with full substitution and subrogation in and to all the rights and actions of warranty which Donor may have, to:

**TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT**, a political subdivision of the state of Louisiana established in accordance with La. R.S. 33:9353, 1957, whose present mailing address for the purposes herein is 1154 Barrow Street, Houma, La 70360, represented herein by its duly authorized member, C.J. Christ, by virtue of the District's authorizing document, a copy of which is attached hereto and made a part hereof as Exhibit A, (hereinafter referred to as "Donee");

all of the right, title and interest of the Donor in and to the following described properties, to wit:

A.

A certain lot of ground situated in Newton, in the city of Houma, Parish of Terrebonne, Louisiana, being a portion of Block No. 80 on Plan B. of said Newton, measuring thirty (30) feet front on the west side of Daspit Street by a depth of one hundred seven (107) feet; Bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of the Widow of George Robertson, or Assigns, together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1128 Daspit Street, Houma, Louisiana 70360 (Tax Account #A03C-21926).

Being the same property acquired by Donor through adjudication at tax sale registered June 25, 2015, at Terrebonne Parish COB 2427, Page 510, Entry No. 1483250.

B.

A certain lot of ground situated in "Newton" in the city of Houma, being a portion of Block No. "80" on Plan B of said Newton, measuring sixty-five (65') feet front, more or less, on Daspit Street, by a depth of one hundred seven (107') feet; bounded North by property of Harrison Celestin, or Assigns; East by Daspit Street, and South by property of Robert Gray or assigns; together with all buildings and improvements thereon, as well as all appurtenances, rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Bearing a municipal address of 1130 1/2 Daspit Street, Houma, LA 70360 (Tax Account ##A03C-24445).

Being the same property acquired by Donor through adjudication at tax sale registered June 24, 2014, at Terrebonne Parish COB 2381, Page 513, Entry No. 1456844.

together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements located on the properties, if any, collectively referred to as the "Properties."

This donation is accepted by Donee subject the terms and conditions herein.

Donee warrants and acknowledges to and agrees with Donor that Donee is accepting the donation of these Properties subject to any and all conditions and restrictions which are required or recited in Terrebonne Parish Ordinance No. 9078 and any attachments thereto.

Donee acknowledges that it has made a thorough inspection of the Properties and any improvements located thereon prior to the execution of this Act, and that Donee is satisfied as to the condition and fitness of the Properties. It is understood and agreed that the Properties are transferred by the Donor to Donee "as is, where is" with no warranty whatsoever, whether expressed or implied, not as to zoning, or even for redhibitory defects, and including, without limitation, any warranty as to (a) the quality, condition or fitness for the intended use of the property or of any improvements located thereon, (b) the presence of hazardous or toxic materials (as defined by federal and state law) on, under or about the property and any improvements located thereon, (c) environmental matters of any nature or kind whatsoever relating to the property and any improvements located thereon, (d) the quality and physical condition of soils, geology, any ground water located on, under or about the property and the drainage of the subject property. Donee expressly waives any and all warranties, including those pertaining to fitness for a particular use as well as those warranties against hidden and latent defects (i.e. defects in the property sold which render its use so inconvenient or imperfect that the purchaser would not have purchased it had he known of the vice or defect); more specifically, that warranty imposed by Louisiana Civil Code Article 2475 with respect to a Vendor's warranty against latent or hidden defects. Donee forfeits the right to void the donation on account of some hidden latent vice or defect in the property transferred pursuant to Louisiana Civil Code Articles 2520 et. seq. Any listing of warranties to be waived is by way of example, and not intended as an exclusive list, as all warranties are waived, except as provided otherwise herein.

Donee acknowledges that Properties donated by Donor are for the purposes set forth in Article VII, Section 14(B) of the Louisiana Constitution, and in consideration of the donation of the Properties, Donee has agreed to construct, rehabilitate, and maintain the Properties for any purposes in promotion or use with its mission, which is the operation, maintenance, and supply to the Regional Military Museum and Veterans Memorial Park in Terrebonne Parish, Louisiana. Donee shall use and maintain the Property in accordance with its lawful purposes, and in accordance with any laws and ordinances of the federal, state, and local governments.

The 2021 ad valorem taxes and beyond are to be paid by Donee, if applicable.

Except for the warranty against eviction resulting from prior acts of Donor, the Property shall be donated to Donee as is and without any warranties whatsoever, even for redhibition or fitness, and Donee's waiver and exclusions of those warranties shall be self-operative, all in accordance with La. R.S. 47:2207.

The donation shall be made and accepted by Donee subject to the restrictive covenants, easements, servitudes, rights-of-way, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property as recorded in the Terrebonne Parish Clerk of Court's Office.

In the event Donee fails to perform any obligations herein, Donee shall be in default of this agreement. If, within 30 days of written notice of default by Donor to Donee, Donee has failed to remedy such default, it shall be in breach of this agreement. In the event of Donee's breach of this agreement, the Donor, at its sole option may:

demand liquidated damages in an amount equal to the fair market value of either one or both of the Properties valued at the time of execution of this Act, or

demand, at Donee's expense, the revocation of the donation of either one or both of the Properties donated herein.

Should Donor place this agreement in the hands of an attorney for enforcement, Donee shall be liable for any and all court costs, expenses, judicial interest, and reasonable legal fees incurred by Donor.

Any actions against Donee by Donor shall prescribe ten (10) years following the date of execution of this Act by both parties.

The terms and conditions of the Act of Donation shall inure to the benefit of the parties' successors and assigns, and the obligation to maintain affordable housing shall run with the land.

THUS DONE AND PASSED by Donor, before me, Notary, and the undersigned competent witnesses, on this 16 day of DECEMBER 2021, in the city of Houma, parish of Terrebonne, Louisiana.

WITNESSES:

DONOR, TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

[Signature]  
MICHAEL TOURS

By: [Signature]  
Gordon E. Dove, Parish President

[Signature]  
Kandace M. Maudin

[Signature]  
NOTARY PUBLIC  
#14367  
JOSHUA P. HEBERT, JR

THUS DONE, PASSED, AND ACCEPTED by Donee, before me, Notary, and the undersigned competent and attesting witnesses, who have signed in the presence of the parties and me, Notary, on this 9 day of December 2020, after a reading of the whole.

WITNESSES:

DONEE  
TERREBONNE PARISH VETERANS' MEMORIAL DISTRICT:

[Signature]  
Darick Bercegeary  
[Signature]  
Laura Farr

[Signature]  
By: C.J. Christ  
Its: President

[Signature]  
NOTARY PUBLIC

MICHELLE L. NEIL  
ATTORNEY/NOTARY  
State of Louisiana  
32616

My Commission is issued for life

MICHELLE L. NEIL  
ATTORNEY/NOTARY  
State of Louisiana  
32616  
My Commission is issued for life



Wednesday, April 24, 2024

---

**Item Title:**

Ordinance: Amending Parish Code to Provide Official Seal Use for Elected Officials

**Item Summary:**

An ordinance amending the Terrebonne Parish Code of Ordinances to provide for usage of the official seal by Terrebonne Parish Consolidated Government elected officials.

1. Consider the adoption of the ordinance.
- 

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/4/2024	Executive Summary
Ordinance	4/4/2024	Ordinance



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Ordinance: Amending Parish Code to Provide Official Seal Use for Elected Officials

### PROJECT SUMMARY (200 WORDS OR LESS)

Consider the adoption of an ordinance amending the Terrebonne Parish Code of Ordinances to provide for usage of the official seal by Terrebonne Parish Consolidated Government elected officials and call a public hearing on said matter on Wednesday, April 24, 2024, at 6:30 p.m.

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

N/A

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

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

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

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

PARISHWIDE

1

2

3

4

5

6

7

8

9

*Clayton Voisin, Jr.*

*04/03/24*

Signature

Date

OFFERED BY:  
SECONDED BY:

**ORDINANCE NO. 95\_\_**

**AN ORDINANCE TO AMEND THE TERREBONNE PARISH CODE OF ORDINANCES TO PROVIDE FOR USAGE OF THE OFFICIAL SEAL BY TERREBONNE PARISH CONSOLIDATED GOVERNMENT ELECTED OFFICIALS**

**WHEREAS**, on June 13, 2001, the Parish Council adopted Ordinance No. 6429 which provided for the adoption and use of an official seal for the Terrebonne Parish Consolidated Government; and

**WHEREAS**, the Parish Council now desires to amend the procedures for authorizing use of the official seal of the Terrebonne Parish Consolidated Government.

**NOW, THEREFORE BE IT ORDAINED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Chapter 1, Section 1-18 of the Terrebonne Parish Code of Ordinances now reads as follows, with exclusions struck through and additions in bold:

**Sec. 1-18. - Terrebonne Parish official seal.**

- (a) *Adoption and description of official seal.* The official seal of the Terrebonne Parish Consolidated Government as adopted shall consist of a circular cartouche with the word "Terrebonne" written on the upper inside portion of the circle and the word "Parish" written on the lower inside portion of the circle. The center of the seal shall always consist of the outline of the Parish of Terrebonne which contains depictions of an oil well, a sugar cane farmer and a shrimp boat. Within the top of the outline of the parish are the words "The Good Earth". A banner with the words "established 1822" runs across the bottom of the outline of Terrebonne Parish. Within the circle, the word "Houma" is printed to the lower left-hand side of the outline of Terrebonne Parish and the abbreviation "LA." is printed on the lower right-hand side of the outline of Terrebonne Parish.
- (b) *Use of official seal.* Use of the official seal of the Terrebonne Parish Consolidated Government (**in this section hereafter referred to as "official seal"**) **by a non-elected official of the Terrebonne Parish Consolidated Government** shall require the written consent of the parish president or his duly authorized chief administrative officer.
  - a. **Elected officials of the Terrebonne Parish Consolidated Government may use the official seal without the written consent of the Parish President or his duly authorized chief administrative officer provided said use remains within their official governmental capacity as an elected official.**
- (c) *Penalties.* Any person who violates the provisions of this section shall be fined not more than five hundred dollars (\$500.00) for each violation.
  - a. **Elected officials of the Terrebonne Parish Consolidated Government who use the official seal and said use remains within their official governmental capacity as an elected official will not be considered in violation of the provisions of this section.**
  - b. **Elected officials of the Terrebonne Parish Consolidated Government who are found to be using the official seal outside of their official governmental capacity, including but not limited to personal political campaigns or personal businesses, will be found in violation of the provisions of this section and subject to penalties as provided in this section.**

**SECTION II**

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

**SECTION III**

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

**THERE WAS RECORDED:**

YEAS: K. Chauvin, S. Trosclair, B. Pledger, C. Harding, C. Voisin, Jr., J. Amedée, C. K. Champagne, C. Hamner, and D. Babin.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this the 24<sup>th</sup> day of April 2024.

\* \* \* \* \*

\_\_\_\_\_  
JOHN AMEDÉE, CHAIRMAN  
TERREBONNE PARISH COUNCIL

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

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_  
Jason E. Bergeron, 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 April 24, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 25<sup>TH</sup> DAY OF APRIL 2024.

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

Category Number: 3.  
Item Number: A.



Wednesday, April 24, 2024

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**Item Title:**

Public Services Committee

**Item Summary:**

Public Services Committee, 04/22/24\*

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Category Number: 3.  
Item Number: B.



Wednesday, April 24, 2024

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**Item Title:**

Community Development and Planning Committee

**Item Summary:**

Community Development and Planning Committee, 04/22/24

---

Category Number: 3.  
Item Number: C.



Wednesday, April 24, 2024

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**Item Title:**

Policy, Procedure and Legal Committee

**Item Summary:**

Policy, Procedure and Legal Committee, 04/22/24

---

Category Number: 3.  
Item Number: D.



Wednesday, April 24, 2024

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**Item Title:**

Budget and Finance Committee

**Item Summary:**

Budget and Finance Committee, 04/22/24\*

(\*Ratification of minutes calls public hearings on Wednesday, May 15, 2024, at 6:30 p.m.)

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Category Number: 4.  
Item Number: A.



Wednesday, April 24, 2024

---

**Item Title:**

Street Light Lists

**Item Summary:**

Light installations, removals, and/or activations.

---

**ATTACHMENTS:**

**Description**

Street Light Listing

**Upload Date**

4/22/2024

**Type**

Backup Material

**STREET LIGHT LIST**

**04-24-2024**

INSTALL ONE (1) STREET LIGHT ON EXISTING POLE AT 8099 SHRIMPERS ROW; RLD #4;  
SLECA; DISTRICT 7; DANIEL BABIN.

INSTALL ONE (1) STREET LIGHT ON EXISTING POLE AT 653 BAYOU DULARGE ROAD;  
RLD #10; SLECA; DISTRICT 7; DANIEL BABIN.

REMOVE ONE (1) STREET LIGHT ON EXISTING POLE AT 3023 BAYOU DULARGE ROAD;  
RLD #10; SLECA; DISTRICT 7; DANIEL BABIN.



Wednesday, April 24, 2024

---

**Item Title:**

Notice to the Public

**Item Summary:**

**RECREATION DISTRICT NO. 2,3 BOARD:** Three (3) expiring terms on 05-31-24.

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

**RECREATION DISTRICT NO. 4 BOARD:** One (1) expiring term on 05-24-24.

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

**MUNICIPAL CIVIL SERVICE BOARD:** One (1) expired term. (Representing the Council)

**TERREBONNE PARISH TREE BOARD:** One (1) expired term.

**T.A.R.C.:** Three (3) expiring terms on 05-31-24.

**LIBRARY BOARD OF CONTROL:** One (1) vacancy due to resignation.

---

**ATTACHMENTS:**

**Description**

Notice to the Public

**Upload Date**

4/19/2024

**Type**

Cover Memo

## “NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **WEDNESDAY, APRIL 24, 2024, REGULAR SESSION** meeting the following vacancies and appointments:

**RECREATION DISTRICT NO. 2,3 BOARD:** Three (3) expiring terms on 05-31-24.

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

**RECREATION DISTRICT NO. 4 BOARD:** One (1) expiring term on 05-24-24.

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

**CHILDREN AND YOUTH SERVICES BOARD:** Eleven (11) expired terms. (Each representing one of the following: Social Services, Terrebonne Parish District Attorney, Department of Children and Family Services, Bayou Area Children Foundation, City Court, Terrebonne Recreation Department, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff’s Office, Houma Police Department, Terrebonne Parish School Board and the Office of the District Public Defender 32<sup>nd</sup> JDC).

**PLANNING AND ZONING COMMISSION:** One (1) expired term. (Applicant must reside in the City of Houma).

**HOUMA AREA CONVENTION AND VISITORS’ BUREAU:** One (1) expired term (Representing a Civic Non-Profit Organization) and one (1) vacancy due to a resignation (Representing the Regional Military Museum).

**DOWNTOWN DEVELOPMENT CORPORATION:** Three (3) expired terms. (Each representing the following entities: One (1) representing the Parish Council, one (1) representing the Historical Society and one (1) representing Downtown Merchants.

**MUNICIPAL CIVIL SERVICE BOARD:** One (1) expired term. (Representing the Council)

**SOUTH CENTRAL HUMAN SERVICES AUTHORITY:** One (1) expired term.

**TERREBONNE PARISH TREE BOARD:** One (1) expired term.

**T.A.R.C.:** Three (3) expiring terms on 05-31-24.

**LIBRARY BOARD OF CONTROL:** One (1) vacancy due to a resignation.

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

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk’s Office (985-873-6519) or [council@tpcg.org](mailto:council@tpcg.org). Applicants should download and complete the application on the Parish’s webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk’s Office no later than 4:00 p.m. on **MONDAY, APRIL 22, 2024**. A brief résumé and/or letter of interest in serving should also be submitted.

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

Category Number: 6.  
Item Number: A.



Wednesday, April 24, 2024

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**Item Title:**

Parish President

**Item Summary:**

Parish President.

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Category Number: 6.  
Item Number: B.



Wednesday, April 24, 2024

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**Item Title:**

Council Members

**Item Summary:**

Council Members.

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