

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, December 14, 2022
6:00 PM

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

Darrin W. Guidry, Sr.
CHAIRMAN

Jessica Domangue
VICE-CHAIRMAN
DISTRICT 1

John Navy

DISTRICT 2

Carl Harding

DISTRICT 3

Gerald Michel

DISTRICT 4

John Amedee

Tammy E. Triggs,
COUNCIL CLERK

DISTRICT 5

Jessica Domangue

DISTRICT 6

Darrin Guidry

DISTRICT 7

Daniel Babin

DISTRICT 8

Dirk Guidry

DISTRICT 9

Steve Trosclair

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

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON NOVEMBER 16, 2022.

**DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON
NOVEMBER 30, 2022.**

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 12/5/2022 & 12/12/2022

APPROVE MANUAL CHECK LISTING FOR OCTOBER 2022

1. GENERAL BUSINESS:

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

2. PUBLIC WISHING TO ADDRESS THE COUNCIL:

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

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

- A.** An ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Claude Luke, Jr. and Pauline Luke for the property that bears a municipal address of 110 Indigo Street, Dulac, Louisiana 70353.
1. Consider the adoption of the ordinance.
- B.** An ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Virgia Beach and James Beach for the property that bears a municipal address of 214 Bayou Gardens Drive, Houma, Louisiana 70364.
1. Consider the adoption of the ordinance.
- C.** An ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Alvin and Beverly Billiot for the property that bears a municipal address of 7326 Shrimpers Row, Dulac, Louisiana 70353.
1. Consider the adoption of the ordinance.
- D.** An ordinance declaring a vehicle from the Housing and Human Services and an excavator from Forced Drainage Departments as surplus and authorizing said items to be disposed of by any legally approved methods.
1. Consider the adoption of the ordinance.
- E.** An ordinance to amend the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters:
- I. Bayou Country Sports Park- Road Lights, \$100,000
 - II. Funderburk Bridge Expansion, \$375,000
 - III. Houma Police Department, \$14,492
 - IV. Falgout Canal Marsh Management Program, \$47,737
 - V. Bayou Country Sports Park, \$2,984,000
 - VI. Bayou Terrebonne Lock Pump Station, \$5,000,000
 - VII. 5% Budget Adjustment for Parish Prisoners Fund, \$40,000
 - VIII. 5% Budget Adjustment for Road District #6 O&M, \$6,586
 - IX. 5% Budget Adjustment for Road Lighting District #1, \$3,023
 - X. 5% Budget Adjustment for Road Lighting District #6, \$7,500
 - XI. 5% Budget Adjustment for Criminal Court Fund, -0-
1. Consider the adoption of the ordinance.
- F.** An ordinance to adopt the 2023 Operations and Maintenance Budget and the Five-Year Capital Improvements Budget of the Terrebonne Parish Consolidated Government as presented by the Parish President and further amended by the Terrebonne Parish Council, to amend the Parish Compensation Plan for new and/or adjusted positions, to approve a 2% Cost of Living increase for the Parish President's Departments and Council Staff, and to address other matters relative thereto.

1. Consider the adoption of the ordinance.

3. COMMITTEE REPORTS:

- A. Accept the minutes of the Terrebonne Parish Sales and Use Tax Advisory Board meeting dated December 6, 2022 and consider ratification of the actions relative to:
 - 1) Declaring items in the Sales & Use Tax Department as surplus property and dispose of same.
 - 2) Recommendation for the adoption of a resolution accepting accepting the Louisiana Compliance Questionnaire for the 2022 year end audit.
 - 3) Recommendation to accept the 2022 Projected Year End Budget.
 - 4) Recommendation to accept the 2023 Proposed Budget.
 - 5) Recommendation to approve the amended contract with Gary W. Lambert and company for auditing services.
- B. Budget and Finance Committee, 12/12/22
- C. Community Development and Planning Committee, 12/12/22
- D. Public Services Committee, 12/12/22* **(Ratification of minutes calls public hearings on Wednesday, January 11, 2023, at 6:30 p.m.)**

4. STREET LIGHTS:

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

5. APPOINTMENTS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. **Terrebonne Communications District Board:** One (1) expiring term on 12-31-22, representing the Fire Chief Association. Mr. Toby Henry expresses his interest in being reappointed.
- B. **Recreation District No. 6 Board:** One (1) vacancy and one (1) expired term. Mr. Kenneth J. Pellegrin, Jr. submits application for consideration.
- C. **Downtown Development Corporation:** Three (3) expired terms. (One representing each of the following: Downtown Merchants, Convention and Visitors Bureau, and Arts and Humanities). Ms. Katherine Gilbert, representing the Convention and Visitors Bureau, submits application and resume for consideration.
- D. **Terrebonne Parish Port Commission:** Two (2) expiring terms on 12-31-22. (Each representing the Parish President). Parish President Gordon E. Dove recommends ratification of his appointment of Mr. Jacob Brown and his re-appointment of Mr. Dan Davis.
- E. **Municipal Fire and Police Civil Service Board:** One (1) expired term representing the Houma Police Department. Mr. Chad Cunningham expresses his interest in being reappointed.

6. VACANCIES TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS:

- A. **RECREATION DISTRICT NO. 1 BOARD:** One (1) expiring term on 01-14-23.
RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.
RECREATION DISTRICT NO. 5 BOARD: One (1) expiring term on 12-26-22 and one (1) on 01-14-23.
FIRE PROTECTION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-01-23.
FIRE PROTECTION DISTRICT NO. 5 BOARD: Two (2) expiring terms on 01-01-23.
FIRE PROTECTION DISTRICT NO. 6 BOARD: Three (3) expiring terms on 01-01-23.
FIRE PROTECTION DISTRICT NO. 7 BOARD: Two (2) expiring terms on 01-01-23.
FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.
FIRE PROTECTION DISTRICT NO. 9 BOARD: Two (2) expiring terms on 01-01-23.
FIRE PROTECTION DISTRICT NO. 10 BOARD: Two (2) expiring terms on 01-01-23.
BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.
BAYOU CANE FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.
COTEAU FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one

(1) expired term.

SCHRIEVER FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One (1) expiring terms on 01-01-23.

CHILDREN AND YOUTH SERVICES BOARD: Five (5) expired terms.

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

DOWNTOWN DEVELOPMENT CORPORATION: Two (2) expired terms. (One representing each of the following: Downtown Merchants, and Arts and Humanities).

HOUMA- TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

TEDA: Three (3) expired terms.

7. MONTHLY ENGINEERING REPORTS:

A. Milford and Associates, Inc.

B. T. Baker Smith

8. ANNOUNCEMENTS:

A. Parish President.

B. Council Members.

9. ADJOURN

Category Number:
Item Number:



Wednesday, December 14, 2022

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Wednesday, December 14, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number:



Wednesday, December 14, 2022

Item Title:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON NOVEMBER 16, 2022

Item Summary:

APPROVE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON NOVEMBER 16, 2022.

Category Number:
Item Number:



Wednesday, December 14, 2022

Item Title:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON NOVEMBER 30, 2022

Item Summary:

DISTRIBUTE MINUTES OF THE REGULAR COUNCIL SESSION HELD ON NOVEMBER 30, 2022.

Category Number:
Item Number:



Wednesday, December 14, 2022

Item Title:

Accounts Payable Bill Lists for 12/5/2022 & 12/12/2022

Item Summary:

APPROVE ACCOUNTS PAYABLE BILL LISTS FOR 12/5/2022 & 12/12/2022

ATTACHMENTS:

Description

Upload Date

Type

Accounts Payable Bill Lists for 12/5/2022
& 12/12/2022

12/7/2022

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

ACCOUNTS PAYABLE BILL LISTS FOR 12/5/2022 & 12/12/2022

PROJECT SUMMARY (200 WORDS OR LESS)

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

PROJECT PURPOSE & BENEFITS(150 WORDS OR LESS)

OPERATION OF GOVERNMENT

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

s/Kandace M. Mauldin, CFO

Signature

December 7, 2022

Date

Category Number:
Item Number:



Wednesday, December 14, 2022

Item Title:

Manual Check Listing-October 2022

Item Summary:

APPROVE MANUAL CHECK LISTING FOR OCTOBER 2022

ATTACHMENTS:

Description

Manual Check Listing-October 2022

Upload Date

12/7/2022

Type

Executive Summary



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
MANUAL CHECK LISTING- OCTOBER 2022

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

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
OPERATION OF GOVERNMENT

TOTAL EXPENDITURE				
N/A				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
N/A	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">NO</td> <td style="text-align: center; padding: 5px;">YES</td> <td style="text-align: center; padding: 5px;">IF YES AMOUNT BUDGETED:</td> </tr> </table>	NO	YES	IF YES AMOUNT BUDGETED:
NO	YES	IF YES AMOUNT BUDGETED:		

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

_____ s/Kandace Mauldin, CFO

December 7, 2022

Signature

Date



Wednesday, December 14, 2022

Item Title:

Administration Presentation

Item Summary:

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

ATTACHMENTS:

Description

Executive Summary

Upload Date

12/9/2022

Type

Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Parish Administration Presentation

PROJECT SUMMARY (200 WORDS OR LESS)
Presentation by Parish Administration relative to capital projects, including: drainage, utility, road and quality of life projects; as well as other matters related to the operations and maintenance of Parish government.

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

TOTAL EXPENDITURE
N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
<u>ACTUAL</u>	ESTIMATED		
IS PROJECT ALREADY 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

Darrin W. Guidry, Sr.

12/09/2022

Signature

Date



Wednesday, December 14, 2022

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)



Wednesday, December 14, 2022

Item Title:

Ordinance to Authorize a Right of Use Agreement between TPCG and Claude Luke, Jr. and Pauline Luke

Item Summary:

An ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Claude Luke, Jr. and Pauline Luke for the property that bears a municipal address of 110 Indigo Street, Dulac, Louisiana 70353.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/16/2022	Executive Summary
Ordinance	11/16/2022	Ordinance
Cooperative Endeavor Agreement	11/16/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President to Execute a Right Of Use Agreement between TPCG and Claude Luke, Jr. and Pauline Luke for the Property that Bears a Municipal Address of 110 Indigo Street, Dulac, Louisiana 70353; and call a Public Hearing on Wednesday, December 14, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program in January of 2003. TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the property. TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This Right of Use granted to User is for the use of the Property as green space only, and it is made for and inconsideration of this entire agreement, in accordance with the terms of FEMA and TPCG, as set out in this agreement and established by law, of the above described Property for the term of the agreement.

TOTAL EXPENDITURE

\$ 0.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A	NO	YES	IF YES AMOUNT BUDGETED:
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COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	<u>7</u>	8	9
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Mike Toups, Parish Manager

Date

11/16/22

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RIGHT OF USE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND CLAUDE LUKE, JR. AND PAULINE LUKE FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 110 INDIGO ST., DULAC, LOUISIANA 70353.

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

WHEREAS, the Terrebonne Parish Consolidated Government and Claude Luke Jr. and Pauline Luke desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement for the period set forth in the agreement and approved by the legal department.

SECTION II

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2022.

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

TAMMY TRIGGS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

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

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
CLAUDE LUKE, JR. AND PAULINE LUKE**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 **CLAUDE LUKE, JR.**, (SSN XXX-XX-0202) (DOB 12/04/1989) and **PAULINE LUKE**, both persons of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 2013 Ray Dr., Houma, LA, and are married to each other (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 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
- 2.2 WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the "Property" or "Premises," situated in the Parish of Terrebonne, State of Louisiana:

2.8.1. Four (4) certain lots of ground situated in Terrebonne Parish, Louisiana, designated as 7, 8, 9 and an unnumbered lot adjoining Lot 7 of Block Three (3), Addendum 1 to Authement Subdivision No. 3 on map made by S. Allen Munson, C.E., 21 August 1958 of record in COB 313, folio 526, Terrebonne Parish; Lots 7, 8, and 9 each fronting fifty (50') feet on the north side of Indigo Street by depth between parallel lines of ninety (90') feet; and the unnumbered lot measuring forty (40') feet on the north side of Indigo Street on depth of its western line of seventy (70') feet and having a width on its north line of fifty-seven (57') feet; said 4 lots together bounded north by Lot 3, 4, 5, 6 and unnumbered lot on the south side of Oak Street, west by Lots 10 and 11, east by Bayou Grand Caillou and south by Indigo Street;

LESS AND EXCEPT:

A certain lot of ground situated in Terrebonne Parish, Louisiana, designated as Lot Nine (9) of Block Three (3), Addendum (1) to Authement Subdivision No. Three (3), on a map made by S. Allen Munson, C.E., 21 August 1958 of record in COB 313, folio 526, Terrebonne Parish, said Lot fronting fifty (50') feet on the north side of Indigo Street by depth between parallel lines of ninety (90') feet bounded north by portions of Lot Three (3) and Four (4), south by Indigo Street west by Lots Ten (10) and Eleven (11) and east by Lot Eight (8) all of said block, together with all improvements thereon, and all rights, ways, privileges thereunto belonging or in anywise appertaining.

Bearing a municipal address of 110 Indigo Street, Dulac, Louisiana, 70535, Terrebonne Parish (Parcel No. 27713).

2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.

6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.

6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.

6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.

6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.

8.4 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 each party listed as "additional insured."

8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

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

10.1.1 By thirty (30) days written notice by TPCG; or

10.1.2 By written mutual agreement and consent of the parties hereto; or

10.1.3 At USER's death; or

10.1.4 As provided in Section 13 regarding Default; or

10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

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

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER's obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG's right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

14.1 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:

14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
Attn: Gordon Dove, Parish President

P.O. Box 2768
Houma, LA 70361

14.1.2 As to USER: Claud Luke, Jr.
2013 Ray Dr.
Houma, LA 70363

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff's charges, if any.

15.2 PERFORMANCE BY TPCG OF USER'S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

15.4 NO WAIVER

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

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related

thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

15.7 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

15.8 LEGAL CONSTRUCTION

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

XVI. FEMA COMPLIANCE IF APPLICABLE

16.1 Civil Right Compliance. The USER agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and USER agrees to abide by the requirements of the Americans with Disabilities Act of 1990. USER agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by USER, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and

USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.7 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES

17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

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

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

17.2 CLAUDE LUKE, JR AND PAULINE LUKE

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

WITNESSES:

USER

Printed:_____

BY: _____
CLAUDE LUKE, JR.

Printed:_____

BY: _____
PAULINE LUKE

NOTARY PUBLIC



Wednesday, December 14, 2022

Item Title:

Ordinance to Authorize a Right of Use Agreement between TPCG and Virgia Beach and James Beach

Item Summary:

An ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Virgia Beach and James Beach for the property that bears a municipal address of 214 Bayou Gardens Drive, Houma, Louisiana 70364.

1. Consider the adoption of the ordinance.
-

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/16/2022	Executive Summary
Ordinance	11/16/2022	Ordinance
Cooperative Endeavor Agreement	11/16/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President to Execute a Right Of Use Agreement between TPCG and Virgia Beach and James Beach for the Property that Bears a Municipal Address of 214 Bayou Gardens Drive, Houma, Louisiana 70364; and call a Public Hearing on Wednesday, December 14, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program in January of 2003. TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the property. TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This Right of Use granted to User is for the use of the Property as green space only, and it is made for and inconsideration of this entire agreement, in accordance with the terms of FEMA and TPCG, as set out in this agreement and established by law, of the above described Property for the term of the agreement.

TOTAL EXPENDITURE			
\$ 0.00			
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL	ESTIMATED		
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

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

 Mike Toups, Parish Manager

11/16/22

 Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RIGHT OF USE AGREEMENT BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND VIRGIA BEACH AND JAMES BEACH FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 214 BAYOU GARDENS DR., HOUMA, LA 70364.

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

WHEREAS, the Terrebonne Parish Consolidated Government and Virgia and James Beach desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement for the period set forth in the agreement and approved by the legal department.

SECTION II

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2022.

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

TAMMY TRIGGS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

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

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
VIRGIA AND JAMES BEACH**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 **VIRGIA BEACH**, (SSN XXX-XX-6108) and **JAMES BEACH** (SSN XXX-XX-7448), both persons of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 212 Bayou Gardens Dr., Houma, LA, and are married to each other (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 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
- 2.2 WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the "Property" or "Premises," situated in the Parish of Terrebonne, State of Louisiana:

2.8.1. LOT 13 TALL TIMBERS. CB 2188/65.
(214 Bayou Gardens Dr., Houma, LA 70364)

2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.

6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.

6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.

6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.

6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on

the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and

assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.

8.4 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 each party listed as "additional insured."

8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

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

10.1.1 By thirty (30) days written notice by TPCG; or

10.1.2 By written mutual agreement and consent of the parties hereto; or

10.1.3 At USER's death; or

10.1.4 As provided in Section 13 regarding Default; or

10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

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

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER's obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG's right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

14.1 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:

14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
Attn: Gordon Dove, Parish President
P.O. Box 2768
Houma, LA 70361

14.1.2 As to USER: Virgia & James Beach
212 Bayou Gardens Dr.
Houma, LA 70364

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a

minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff's charges, if any.

15.2 PERFORMANCE BY TPCG OF USER'S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

15.4 NO WAIVER

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

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

15.7 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

15.8 LEGAL CONSTRUCTION

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

XVI. FEMA COMPLIANCE IF APPLICABLE

16.1 Civil Right Compliance. The USER agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and USER agrees to abide by the

requirements of the Americans with Disabilities Act of 1990. USER agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by USER, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.7 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES

17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

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

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

17.2 VIRGIA BEACH AND JAMES BEACH

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

WITNESSES:

USER

Printed: _____

BY: _____
VIRGIA BEACH

Printed: _____

BY: _____
JAMES BEACH

NOTARY PUBLIC



Wednesday, December 14, 2022

Item Title:

Ordinance to Authorize a Right of Use Agreement between TPCG and Alvin and Beverly Billiot

Item Summary:

An ordinance authorizing the Parish President to execute a right of use agreement between TPCG and Alvin and Beverly Billiot for the property that bears a municipal address of 7326 Shrimpers Row, Dulac, Louisiana 70353.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/18/2022	Executive Summary
Ordinance	11/18/2022	Ordinance
Cooperative Endeavor Agreement	11/18/2022	Backup Material



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorizing the Parish President to Execute a Right of Use Agreement between TPCG and Alvin and Beverly Billiot for the Property that Bears a Municipal Address of 7326 Shrimpers Row, Dulac, Louisiana 70353; and call a Public Hearing on Wednesday, December 14, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program in January of 2003. TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish. FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies. TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements. The User desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the property. TPCG and User believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

This Right of Use granted to User is for the use of the Property as green space only, and it is made for and inconsideration of this entire agreement, in accordance with the terms of FEMA and TPCG, as set out in this agreement and established by law, of the above described Property for the term of the agreement.

TOTAL EXPENDITURE				
\$ 0.00				
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

 11/18/2022
 Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A RIGHT OF USE AGREEMENT FOR BETWEEN THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND ALVIN AND BEVERLY BILLIOT FOR THE PROPERTY THAT BEARS A MUNICIPAL ADDRESS OF 7326 SHRIMPERS ROW, DULAC, LOUISIANA, 70353.

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

WHEREAS, the Terrebonne Parish Consolidated Government and Alvin and Beverly Billiot, desire to enter into a Right of Use Agreement for the period set forth in the agreement (agreement attached herein); and

SECTION I

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council (Public Works Committee), on behalf of the Terrebonne Parish Consolidated Government, that the Parish President, Gordon E. Dove, is hereby authorized to sign and to execute all documents necessary to execute a Right of Use Agreement for the period set forth in the agreement and approved by the legal department.

SECTION II

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING.

ABSTAINING:

ABSENT:

The Chair declared the ordinance adopted on this, the ____ day of _____ 2022.

DARRIN GUIDRY, CHAIR

TERREBONNE PARISH COUNCIL

TAMMY TRIGGS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon E. Dove, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, 2022, at which meeting a quorum was present.

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

SUZETTE THOMAS

COUNCIL CLERK

TERREBONNE PARISH COUNCIL

**COOPERATIVE ENDEAVOR AGREEMENT
FOR RIGHT OF USE
BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
ALVIN AND BEVERLY BILLIOT**

BE IT KNOWN, that on the respective dates and at the places below mentioned, and in the presence of the undersigned authorities, Notaries Public, in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, the following Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) is made and entered into, by and between:

I. PARTIES

- 1.1 **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**, a political subdivision of the State of Louisiana, whose present mailing address is 8026 Main Street, Suite 700, Houma, LA, 70360, herein represented by its Parish President, Gordon E. Dove (hereinafter referred to as “TPCG”) by authority in Ordinance Number _____;
- 1.2 **ALVIN BILLIOT**, (SSN XXX-XX-7992),(DOB 08/24/50) and **BEVERLY BILLIOT** (SSN XXX-XX-7877),(DOB: 01/05/54), married once, and then to each other, persons of full age of majority, domiciled and residing in the Parish of Terrebonne, State of Louisiana, whose mailing address is 320 Ashland Dr., Houma, LA 70363, (hereinafter referred to as “USER”);

(hereinafter known and designated as USER, and a person of the masculine gender, whether one or more);

II. PREAMBLES

- 2.1 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
- 2.2 WHEREAS, the Terrebonne Parish Consolidated Government (“TPCG”) received a ten-million-dollar grant from the FEMA Hazard Mitigation Grant Program (“HMGP”) in January of 2003; and
- 2.3 WHEREAS, TPCG, as part of the “buy-back” portion of the FEMA HMGP program, has purchased several different properties in Terrebonne Parish; and
- 2.4 WHEREAS, FEMA imposes stringent deed restrictions consistent with their “open space” philosophy on the Property obtained by TPCG through the grant monies; and
- 2.5 WHEREAS, TPCG requires assistance in the care and maintenance of these properties, as well as assistance in ensuring that the use of the Property remains consistent with FEMA requirements; and
- 2.6 WHEREAS, USER desires to maintain the Property and uphold the FEMA requirements in exchange for the right of use of the Property; and
- 2.7 WHEREAS, TPCG and USER believe that entering into this agreement will serve a public purpose and have a public benefit commensurate with the cost; and
- 2.8 NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the

mutual benefits to be derived by both parties herein, TPCG, represented by the undersigned, and USER respectfully agree to the following obligations, promises, terms, and conditions, to-wit:

TPCG hereby grants a Right of Use to USER for the following property, which shall also be known as the "Property" or "Premises," situated in the Parish of Terrebonne, State of Louisiana:

- 2.8.1. A certain tract of land situated in the Parish of Terrebonne, Louisiana, about fifteen (15) miles, more or less, below the City of Houma, on the West side of Bayou Grand Caillou, fronting one-half (1/2) arpent, more or less, on the west side of the Public Road parallel, said bayou, and a short distance therefrom, by a depth between parallel lines of survey (a length of ten (10) arpents.

This property bears a municipal address of 7326 Shrimpers Row, Dulac, Louisiana, 70353.

- 2.8.2. This Agreement is for the conventional, personal servitude of right of use, and it is made and accepted for and in consideration of all of the terms, conditions, obligations, promises and stipulations as set forth herein below.

III. RECITALS

3.1 The preamble and preliminary recitals of this Agreement are incorporated herein as if restated in their entirety.

IV. EFFECTIVE DATE AND TERM

4.1 Effective Date. This Agreement shall become effective on the date when the last party to sign has executed this Agreement.

4.2 Term. The term of this Agreement shall be for three (3) years from the execution of this cooperative endeavor agreement.

V. CONSIDERATION

5.1 CONSIDERATION. This Right of Use granted to USER is for the use of the Property as green space only, and it is made for and in consideration of this entire Agreement, in accordance with the terms of FEMA and TPCG, as set out in this Agreement and established by law, of the above described Property for the term of this Agreement.

VI. USE AND MAINTENANCE OF PREMISES

6.1 It is understood and agreed that the Premises herein consist only of the Property described within this Agreement, which shall be used as green space or as otherwise authorized by this Agreement.

6.2 USER hereby binds and obligates himself to occupy the Premises as a prudent caretaker, and to further maintain said Premises in a neat, orderly, and sanitary manner. USER further agrees to maintain the Property so that it shall not constitute a nuisance as provided by state statute and TPCG Code of Ordinances. USER further agrees to comply with all reasonable rules and regulations hereinafter adopted by TPCG.

6.3 Under no circumstances shall USER conduct and/or allow to be conducted any illegal and/or immoral activities on the Premises herein.

6.4 Under no circumstances shall USER conduct any commercial activity on the Property, business or otherwise, except as allowed by FEMA under the HMGP regulations applicable to this Property.

6.5 USER shall not encumber the Property. Any liens, mortgages, or encumbrances of any kind shall cause this Agreement to automatically terminate.

6.6 It is further agreed that USER assume sole responsibility at all times for the behavior of his guests, and that USER shall further be answerable to TPCG for any and all acts committed by, and liability of, said guests while on the Property herein.

6.7 It is mutually agreed and understood that the Premises are subject to deed restrictions as a result of the Property being acquired pursuant to a Federal Emergency Management Agency (FEMA) grant. In accordance with said grant, certain conditions for use have been imposed on the Premises in perpetuity. USER agrees to abide by all restrictions imposed on the Premises, which include, but are not limited to:

6.7.1 The land shall only be used for the purposes compatible with open space, recreational, or wetlands management practices. In general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. 206.434, as it reads now and may be amended in the future.

6.7.2 No new structures or improvements shall be erected on the Property other than:

- i. An improvement that is open on all sides and functionally related to the open space use;
- ii. An improvement that is compatible with the uses described in paragraph (6.7.1) above and approved by the Regional Director of FEMA, and TPCG, in writing, prior to the commencement of the consideration of the improvement.

6.8. Should USER desire to erect or modify any improvements on the Premises, USER shall first submit all plans for improvements to TPCG for prior written approval. USER also agrees to comply with federal, state, and local building regulations prior to making any improvements to or on the Property.

6.8.1 Except as otherwise indicated herein below, all such improvements placed on or made to the Premises or purchased thereon by USER shall remain the Property of the USER. Unless otherwise requested by the Parish in writing, the USER must remove any improvements before the termination of this Agreement or any renewal thereof, leaving the Premises in the state in which he received it.

6.8.2 In the event that said improvements are abandoned by USER at the termination of this Right of Use Agreement or any renewal thereof, said improvements shall become the Property of TPCG without cost to TPCG. TPCG further reserves the right to compel USER to remove said structures and improvements from the Premises, and in the absence of compliance by USER, TPCG may demolish and remove the structures and/or improvements at USER's cost, included but not limited to special and general damages and attorney fees.

6.8.3 Before USER may sell any of his improvements to the Property, the improvements shall be offered in writing to the TPCG at the sale price offered to third persons and the TPCG shall have thirty (30) days to accept or reject the offer.

6.8.4 In addition to the permissions required by FEMA and TPCG for constructing improvements on the Property, USER is also required to obtain, prior to improving the Property, any building, floodplain, or other permits required for such improvement.

6.9 TPCG, FEMA, and FEMA Representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this Agreement.

VII. SURRENDER OF THE PREMISES

7.1 Upon termination of this Right of Use Agreement, or any renewals thereof, for any cause whatsoever, USER shall surrender the peaceful possession of the Premises. It is further

understood and agreed that USER will leave said Premises in a neat and clean condition, free of any debris, trash, etc.

7.1.1 In the event that USER should fail to deliver the Premises in a clean and neat condition, thereby making it necessary for TPCG, its agents, and assigns, to remove any such trash or debris remaining thereon, then, and in the event, USER hereby binds and obligates himself to pay any and all costs and expenses incurred by TPCG, its agents, and assigns in the clean-up of said Premises. The obligation of USER to observe and/or perform his covenant shall survive the term of this Agreement.

7.1.2 USER further agrees and obligates himself to compensate the TPCG for any damage occurring or caused by the use of the Premises by USER and caused by the act or acts of USER, its agents, employees, or such other person or persons acting under or through his authority and direction.

VIII. INSURANCE

8.1 USER further binds and obligates himself to carry and maintain, in full force and effect, at all times during the term of this Agreement, or any extension thereof, a policy of Premises liability insurance covering the Premises, which said policy shall also name TPCG as an additional insured, against claims of bodily injury, death, or property damage occurring upon the Premises.

8.2 It is mutually agreed and understood by the parties hereto that coverage under said policy shall be issued by a financially responsible insurance company in a sum not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and in the aggregate for bodily injury and/or property damage. USER agrees to provide TPCG with Certificates of Insurance evidencing required coverage. Receipt and approval of Certificates of Insurance is a prerequisite to execution of this agreement.

8.3 USER further agrees and obligates himself to provide TPCG, upon request, with original copies of the insurance policy, together with evidence of the payment by USER of the policy premium, as well as all renewal premiums.

8.4 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 each party listed as "additional insured."

8.5 It is further understood and agreed by the parties hereto that the failure by USER to carry and maintain liability insurance in the manner and amount herein provided will *ipso facto* cause this Right of Use Agreement to be immediately terminated.

IX. INDEMINIFICATION

9.1 It is understood and agreed by and between the parties hereto that the USER accepts the Premises in its present condition and assumes full responsibility for the condition of said Premises without any liability or obligation of any kind whatsoever upon the part of TPCG. USER agrees to protect, defend, indemnify, save and hold harmless the TPCG, its officers, agents, servants, and employees, including volunteers from and against any and all claims, demands, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any Property, which may occur or in any way arise out of the use and occupancy of the Premises by USER, its officers, agents, servants, and employees, or others on said Premises by license or invitation of USER, except those claims, demands or causes of action arising out of the negligence of TPCG. USER agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs, attorney fees and expenses resulting or related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

X. TERMINATION

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

- 10.1.1 By thirty (30) days written notice by TPCG; or
- 10.1.2 By written mutual agreement and consent of the parties hereto; or
- 10.1.3 At USER's death; or
- 10.1.4 As provided in Section 13 regarding Default; or
- 10.1.5 Should the Property that is the subject of this Agreement become necessary for use by TPCG after a declaration of necessity by the governing authority for the parish.

XI. AMENDMENT

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

XII. LEGAL COMPLIANCE

12.1 The parties shall comply with all federal, state, and local laws and regulations in carrying out the provisions of this Agreement.

XIII. DEFAULT

13.1 In the event that the USER shall at any time violate any of the conditions of this Agreement, use the Property for any purpose other than green space or fail to comply with any of USER's obligations herein, or upon the filing of a bankruptcy petition by USER, or should USER conduct any operation on said Premises in such a manner as to cause his rights under said Agreement to be subjected to a lien and/or seized by creditors or other persons and should such violation or violations continue for a period of fifteen (15) days after written notice has been given to USER of such failure and/or violation, then in that event, TPCG shall have the further option to declare this Agreement immediately cancelled or terminated, without waiving TPCG's right to proceed against USER for any and all payments due or owing up to the time USER vacates the Premises all without putting USER in default. USER shall remain responsible for all damages or losses suffered by TPCG. USER hereby assents thereto and expressly waives the legal notice to vacate the Premises.

XIV. NOTICES

14.1 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:

14.1.1 As to TPCG: Terrebonne Parish Consolidated Government
 Attn: Gordon Dove, Parish President
 P.O. Box 2768
 Houma, LA 70361

14.1.2 As to USER: Alvin and Beverly Billiot
 320 Ashland Dr.
 Houma, LA 70363

14.1.3 Failure of USER to accept or retrieve notice by certified mail shall be considered dispositive.

14.2 Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.

XV. OTHER TERMS AND CONDITIONS

15.1 ATTORNEY FEES

If it becomes necessary to employ the services of an attorney-at-law for the purpose of collecting any rental, costs, or damages owed to TPCG under this Right of Use, or to otherwise protect any rights or claims of the TPCG hereunder, USER obligates himself to pay the fee of the attorney so employed, which fee is hereby fixed at twenty-five (25%) percent of the amount claimed or a minimum of \$400.00, whichever is greater. USER further agrees to pay all court costs, expenses and sheriff's charges, if any.

15.2 PERFORMANCE BY TPCG OF USER'S OBLIGATIONS

Should USER fail to perform or keep any of his obligations provided for in this Agreement, then TPCG may, but shall not be obligated to do so, upon continuance of such failure by USER for fifteen (15) days after written notice to USER, and without waiving or releasing USER from any obligations, and as an additional, but not exclusive remedy, perform any such obligation, and all necessary and incidental costs and expenses incurred by TPCG in performing such obligations shall be deemed rent owed to TPCG by USER, and USER shall be obligated to pay said rent to TPCG on demand. In the event that USER thereafter fails to pay said additional rent, then TPCG shall have the rights and remedies as in the case of default by USER in the payment of rentals.

15.3 FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

15.4 NO WAIVER

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

15.5 NON-ASSIGNMENT

The privileges herein shall not be assigned in whole or part in any manner, and USER shall not have the right to assign or lease this Right of Use or the Property herein. This Agreement is non-transferable and non-heritable.

15.6 GOVERNING LAW

The validity, interpretation, and performance of this Agreement, including all documents related thereto, shall be controlled by and construed in accordance with the laws of the State of Louisiana.

15.7 CLAIMS OR CONTROVERSIES

The venue of any suit filed in connection with any claim or controversy shall be the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

15.8 LEGAL CONSTRUCTION

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

XVI. FEMA COMPLIANCE IF APPLICABLE

16.1 Civil Right Compliance. The USER agrees to abide by the requirements of the following as

applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and USER agrees to abide by the requirements of the Americans with Disabilities Act of 1990. USER agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by USER, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

16.2 ENVIRONMENTAL REQUIREMENTS

16.2.1 Clean Air Act. USER acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants. USER shall comply with this Act when performing work hereunder.

16.2.2 Energy Conservation. USER agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.2.3 Federal Water Pollution Control Act. USER acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs. USER shall comply with this Act when performing work hereunder.

16.2.4 Material Safety Data Sheets. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

16.3 Debarment and Suspension. USER acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties. Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and USERS declared ineligible under statutory or regulatory authority other than E.O. 12549.

16.4 Byrd Anti-Lobbying Amendment. USER will be expected to comply with Federal statutes required in the Byrd Anti Lobbying Amendment, 2 CFR 200 Appendix II (J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II (I).

16.5 DHS Seal, Logo, And Flags. The USER shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

16.6 Compliance With Federal Law, Regulations, And Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The USER will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16.7 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, USER, or any other party pertaining to any matter resulting from the contract.

XVII. SIGNATURES OF THE PARTIES

17.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT

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

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

Printed: _____

BY: _____
**GORDON E. DOVE
PARISH PRESIDENT**

Printed: _____

NOTARY PUBLIC

17.2 ALVIN AND BEVERLY BILLIOT

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

WITNESSES:

USER

Printed: _____

BY: _____
ALVIN BILLIOT

Printed: _____

BY: _____
BEVERLY BILLIOT

NOTARY PUBLIC



Wednesday, December 14, 2022

Item Title:

Ordinance to declare surplus items with a value of \$5,000 or greater

Item Summary:

An ordinance declaring a vehicle from the Housing and Human Services and an excavator from Forced Drainage Departments as surplus and authorizing said items to be disposed of by any legally approved methods.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/14/2022	Executive Summary
Ordinance	11/14/2022	Ordinance
Backup Material	11/14/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

ORDINANCE: Declaring a vehicle from Housing and Human Services and an excavator from Forced Drainage, each having a value greater than \$5,000, as surplus.

PROJECT SUMMARY (200 WORDS OR LESS)

Declaring a vehicle from Housing and Human Services and an excavator from Forced Drainage, each with a value greater than \$5,000 as surplus and to acquire authorization to dispose of items through legally approved methods.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To legally dispose of surplus / obsolete equipment no longer needed by departments/divisions. To generate revenue, provide donations to nonprofit organizations, recycle when applicable, and dispose of damaged equipment.

TOTAL EXPENDITURE

Anticipated Revenue: \$26,000.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

N/A

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Sharon Ellis

Sharon Ellis, Purchasing Manager

November 14, 2022

Date

ORDINANCE NO: _____

An Ordinance to declare equipment with a value of Five Thousand Dollars (\$5,000.00) or greater from Housing & Human Services and Forced Drainage Departments as described in the attached Exhibit "A" as surplus and authorize said item to be disposed of by public bid, negotiated sale, junking, or any other legally approved method.

SECTION I

WHEREAS, the movable properties listed in the attached Exhibit "A" each have a value of \$5,000.00 or greater as indicated by the value set out next to the item; and

SECTION II

NOW THEREFORE BE IT ORDAINED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby declare the movable property listed in the attached Exhibit "A" as surplus and that the Parish Administration is authorized to dispose of said items by public bid, negotiated sale, junking or any other legally approved method.

SECTION III

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

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for 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 ordinance adopted this _____th day of _____, 2022.

Exhibit "A"
Surplus November 2022
(Value of \$5,000.00 or Greater)

HOUSING & HUMAN SERVICES:

1 – 2005 Ford Break Truck, Unit #548/\$6,000

DRAINAGE:

1 – 2005 Daewoo Excavator, Unit #3276/\$20,000

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Housing & Human Services Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM	QUANTITY	VALUE	CONDITION
<u>Unit #</u> 548	<u>1</u>	<u>\$ 6,000.00</u>	<u>Fair</u>

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

2005 Bread Truck 1FCKE39L55HA58459, White 84896

Notes

ITEM IS LOCATED AT: Garage

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
------	----------	-------	-----------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

Contact Person

Phone

Authorized by Dept. Head:

Antoine J. [Signature]
Signature

8/12/22
Date

Fleet Maintenance Supervisor:
(Vehicles/Heavy Equipment Only)

[Signature]
Signature

11/14/22
Date

CONDITION REPORT FOR VEHICLES / HEAVY EQUIPMENT

Complete form and make a copy for your department files. Send the original with the Surplus form to Purchasing for disposal instructions. NOTE: Vehicle must be cleaned and all keys turned in to Purchasing.

DEPARTMENT/DIVISION: Housing and Human Services UNIT NUMBER: 548

YEAR: 2005 MAKE: Ford / Olson MODEL: Truck

Body Type: 2 Door with rear Roll up Door Mileage / Hours: Under 150,000

VIN/SERIAL #: 1FCKE39L55HA58459 COLOR: White

Engine Type: 8 cyl 5 cyl 4 cyl OTHER: _____

TRANSMISSION TYPE: Automatic

FUEL TYPE: GAS DIESEL NATURAL GAS DUEL FUEL

OTHER OPTIONS INCLUDED: CREW CAB EXTENDED CAB 2WD 4WD POWER WINDOWS POWER LOCKS RADIO

Additions: _____

CONDITION OF VEHICLE:

CHECK THE APPROPRIATE BOX TO RATE THE CONDITION OF THE VEHICLE / HEAVY EQUIPMENT

	GOOD	FAIR	POOR	SALVAGE	DESCRIPTION OF ANY PROBLEMS	DATE OF LAST SERVICE
ENGINE		✓			Looses / Burns Oil	
TRANSMISSION		✓			No reported Issues	
DIFFERENTIAL		✓			No reported Issues	
BODY		✓			No reported Issues	
BRAKES		✓			No reported Issues	
Clutch					No reported Issues	
RADIATOR		✓			No reported Issues	
STEERING		✓			No reported Issues	
BATTERY			✓		Dead /Needs Jump to start	
AC		✓			No reported Issues	
HEATER		✓			No reported Issues	
WINDSHIELD		✓			No reported Issues	
WINDOWS		✓			No reported Issues	
UPOLESTERY			✓		seat covers are worn and damaged	
RADIO			✓		Intermittant	
JACK			✓		N/A	
PAINT			✓		Various scratches and worn / Faded	
TIRES: R FRONT		✓			Right outside rear has been removed / is inside of truck.	
TIRES: L FRONT		✓				
TIRES: R REAR		✓				
TIRES: L REAR		✓				
TIRES: SPARE					None	

REASON FOR SURPLUS: Age / Increased maintenance

LOCATION OF VEHICLE: 301 Plant Rd, Houma, LA 70363

DATE REMOVED FROM SERVICE: 8/12/2021 CONTACT PERSON: Carl Ledet Fleet Superintendent

TELEPHONE NUMBER: 985-873-6745

FLEET MAINTENANCE SUPERVISOR:  DATE: 11/14/22

Carl Ledet / Fleet Maintenance Superintendent

REPORT OF SURPLUS/OBSOLETE PROPERTY FORM

Complete form and make a copy for your department files. Send the original to Purchasing for disposal instructions.

The following Parish Property is requested to be declared surplus to the Force Drainage Department.

Note: For condition of items use one of the following:
New - Good - Fair - Poor - Junk

ITEM <u>DAEWOO SOLAR 175-V EXCAVATOR</u>	QUANTITY <u>1</u>	VALUE <u>\$ 20,000.00</u>	CONDITION <u>FAIR/POOR</u>
---	----------------------	------------------------------	-------------------------------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

DAEWOO SOLAR 175V-Excavator 2005 Orange
VIN# DHKHEBAOL 40001208 Unit # 3276

ITEM IS LOCATED AT: 301 PLANT Rd

ITEM <u>Hydraulic Drum Cutter</u>	QUANTITY <u>1</u>	VALUE <u>\$ 7,500.00</u>	CONDITION <u>FAIR</u>
--------------------------------------	----------------------	-----------------------------	--------------------------

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

36" Hydraulic Drum Cutter No: Model or Serial #

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

ITEM	QUANTITY	VALUE	CONDITION
_____	_____	_____	_____

DESCRIPTION (MODEL, FEATURES, I.D. #, COLOR, MILEAGE, ETC.)

ITEM IS LOCATED AT: _____

Contact Person	Phone
Authorized by Dept. Head: <u>Carol Brasler</u>	<u>9-24-22</u>
Signature	Date
Fleet Maintenance Supervisor: <u>[Signature]</u>	<u>9/24/22</u>
(Vehicles/Heavy Equipment Only) Signature	Date

CONDITION REPORT FOR VEHICLES / HEAVY EQUIPMENT

Complete form and make a copy for your department files. Send the original with the Surplus form to Purchasing for disposal instructions. NOTE: Vehicle must be cleaned and all keys turned in to Purchasing.

DEPARTMENT/DIVISION: Drainage Division UNIT NUMBER: 3276

YEAR: 2005 MAKE: Daewoo MODEL: Solar 175-V-Excavator

Body Type: Excavator Mileage / Hours: 0

VIN/SERIAL #: 1FCKE39L55HA58459 COLOR: Orange

Engine Type: 8 cyl 6 cyl 4 cyl OTHER: _____

TRANSMISSION TYPE: Automatic

FUEL TYPE: GAS DIESEL NATURAL GAS DUEL FUEL

OTHER OPTIONS INCLUDED: CREW CAB EXTENDED CAB 2WD 4WD POWER WINDOWS POWER LOCKS RADIO LAND TRACK

Additions: _____

CONDITION OF VEHICLE:

CHECK THE APPROPRIATE BOX TO RATE THE CONDITION OF THE VEHICLE / HEAVY EQUIPMENT

	GOOD	FAIR	POOR	SALVAGE	DESCRIPTION OF ANY PROBLEMS	DATE OF LAST SERVICE
ENGINE	<input checked="" type="checkbox"/>				No reported issues	
BOOM AND ARM		<input checked="" type="checkbox"/>			Paint is worn / Minor leaks / Pins and bushing exhibit some wear.	
BODY		<input checked="" type="checkbox"/>			Upper Unit-Floor of cab is rotted	
UNDERCARRIAGE			<input checked="" type="checkbox"/>		Rotted / Tracks have exceeded full adjustment	
(SWING)BRAKE	<input checked="" type="checkbox"/>				No reported issues	
Hydraulics	<input checked="" type="checkbox"/>				No reported issues	
RADIATOR		<input checked="" type="checkbox"/>			No reported issues	
JOYSTICKS / CONTROLS		<input checked="" type="checkbox"/>			No reported issues	
DIGITAL COUNSOL		<input checked="" type="checkbox"/>			Operational but screen is hard to read	
BATTERY		<input checked="" type="checkbox"/>			Dead / Needs Jump to start	
AC	<input checked="" type="checkbox"/>				No reported issues	
HEATER	<input checked="" type="checkbox"/>				No reported issues	
WINDSHIELD	<input checked="" type="checkbox"/>				No reported issues	
WINDOWS	<input checked="" type="checkbox"/>				No reported issues	
U/POLSTERY			<input checked="" type="checkbox"/>		seat covers are worn and damaged	
RADIO			<input checked="" type="checkbox"/>		No reported issues	
PAINT			<input checked="" type="checkbox"/>		Various scratches and worn / Faded	
TRACKS: R			<input checked="" type="checkbox"/>		Tracks are worn and stretched / Needs replacement	
TRACKS: L			<input checked="" type="checkbox"/>			

REASON FOR SURPLUS: Age and hours / Increased maintenance cost / In need of major components.

LOCATION OF VEHICLE: 301 Plant Rd, Houma, LA 70363

DATE REMOVED FROM SERVICE: 9/24/2022 CONTACT PERSON: Carl Ledet Fleet Superintendent

TELEPHONE NUMBER: 985-873-6745

FLEET MAINTENANCE SUPERVISOR: _____ DATE: 11/14/22

Carl Ledet / Fleet Maintenance Superintendent

#NAME?



Wednesday, December 14, 2022

Item Title:

2022 Various Items for Budget Amendment

Item Summary:

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

- I. Bayou Country Sports Park- Road Lights, \$100,000
 - II. Funderburk Bridge Expansion, \$375,000
 - III. Houma Police Department, \$14,492
 - IV. Falgout Canal Marsh Management Program, \$47,737
 - V. Bayou Country Sports Park, \$2,984,000
 - VI. Bayou Terrebonne Lock Pump Station, \$5,000,000
 - VII. 5% Budget Adjustment for Parish Prisoners Fund, \$40,000
 - VIII. 5% Budget Adjustment for Road District #6 O&M, \$6,586
 - IX. 5% Budget Adjustment for Road Lighting District #1, \$3,023
 - X. 5% Budget Adjustment for Road Lighting District #6, \$7,500
 - XI. 5% Budget Adjustment for Criminal Court Fund, -0-
1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
2022 Various Items for Budget Amendment	11/18/2022	Executive Summary
2022 Various Items for Budget Amendment	11/18/2022	Budget Amendment
2022 Various Items for Budget Amendment	11/18/2022	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Ordinance for a Budget Amendment

PROJECT SUMMARY (200 WORDS OR LESS)
<p>AN ORDINANCE TO AMEND THE 2022 ADOPTED OPERATING BUDGET AND 5-YEAR CAPITAL OUTLAY BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.</p> <ul style="list-style-type: none"> I. Bayou Country Sports Park- Road Lights, \$100,000 II. Funderburk Bridge Expansion, \$375,000 III. Houma Police Department, \$14,492 IV. Falgout Canal Marsh Management Program, \$47,737 V. Bayou Country Sports Park, \$2,984,000 VI. Bayou Terrebonne Lock Pump Station, \$5,000,000 VII. 5% Budget Adjustment for Parish Prisoners Fund, \$40,000 VIII. 5% Budget Adjustment for Road District #6 O&M, \$6,586 IX. 5% Budget Adjustment for Road Lighting District #1, \$3,023 X. 5% Budget Adjustment for Road Lighting District #6, \$7,500 XI. 5% Budget Adjustment for Criminal Court Fund, -0-

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
See above

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

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

/s/ Kayla Dupre
Signature

November 18, 2022
Date

ORDINANCE NO. _____

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

- I. Bayou Country Sports Park- Road Lights, \$100,000
- II. Funderburk Bridge Expansion, \$375,000
- III. Houma Police Department, \$14,492
- IV. Falgout Canal Marsh Management Program, \$47,737
- V. Bayou Country Sports Park, \$2,984,000
- VI. Bayou Terrebonne Lock Pump Station, \$5,000,000
- VII. 5% Budget Adjustment for Parish Prisoners Fund, \$40,000
- VIII. 5% Budget Adjustment for Road District #6 O&M, \$6,586
- IX. 5% Budget Adjustment for Road Lighting District #1, \$3,023
- X. 5% Budget Adjustment for Road Lighting District #6, \$7,500
- XI. 5% Budget Adjustment for Criminal Court Fund, -0-

SECTION I

WHEREAS, Administration is requesting funding for Phase 2 of the Bayou Country Sports Park Road Lights in the amount of \$100,000, and

WHEREAS, the funding source is from the Road Lighting District #2.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended for the Bayou Country Sports Park Road Lights. (Attachment A)

SECTION II

WHEREAS, Administration is requesting funding for the Funderburk Bridge Expansion Project for \$375,000, and

WHEREAS, the funding source is from the Road and Bridge fund balance.

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

SECTION III

WHEREAS, the Houma Police Department received \$14,492 reimbursement for damages that occurred to Unit #331, and

WHEREAS, this reimbursement needs to be reflected in the Auto and Truck Repairs account.

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

SECTION IV

WHEREAS, Administration is requesting funding to the Falgout Canal Marsh Management Program for \$47,737, and

WHEREAS, the funding source is from the Capital Projects Control fund.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Falgout Canal Marsh Management Program. (Attachment D)

SECTION V

WHEREAS, the State of Louisiana, Division of Administration Facility Planning and Control has awarded \$2,984,000 for the Bayou Country Sports Park, and

WHEREAS, this funding needs to be recognized.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2022 Adopted Operating Budget and 5-Year Capital Outlay Budget be amended for the Bayou Country Sports Park. (Attachment E)

SECTION VI

WHEREAS, the State of Louisiana, Department of Transportation and Development has awarded \$5,000,000 for the Bayou Terrebonne Lock Pump Station, and

WHEREAS, this funding needs to be recognized.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget and the 5-Year Capital Outlay Budget be amended for the Bayou Terrebonne Lock Pump Station. (Attachment F)

SECTION VII

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Parish Prisoners Fund expenditures from the Other Fees account requires a \$40,000 increase.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended to recognize the necessary adjustment for the Parish Prisoners Fund. (Attachment G)

SECTION VIII

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road District #6 O &M revenues from the Ad Valorem Taxes requires a \$6,586 decrease.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road District #6 O&M. (Attachment H)

SECTION IX

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #1 revenues from the Ad Valorem Taxes requires a \$3,023 decrease.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #1. (Attachment I)

SECTION X

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Road Lighting District #6 revenues from the Ad Valorem Taxes requires a \$7,500 decrease.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended to recognize the necessary adjustment for the Road Lighting District #6. (Attachment J)

SECTION XI

WHEREAS, the Parish is required to recognize projected revenues and expenditures which have an unfavorable variance of 5% or more over the current budget, and

WHEREAS, the Criminal Court Fund expenditures from various accounts require a \$943,011 decrease, and

WHEREAS, the Criminal Court Fund revenues from Court Fines require a \$943,011 decrease.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2022 Adopted Operating Budget be amended to recognize the necessary adjustment for the Criminal Court Fund. (Attachment K)

SECTION XII

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

SECTION XIII

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 XIV

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.

ATTACHMENT A - Bayou Country Sports Park

	<u>2022</u>		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
BCSP-Road Lights	83,031	100,000	183,031
Fund Balance (decrease)		(100,000)	(100,000)
			-

ATTACHMENT B - Funderburk Bridge Expansion

	<u>2022</u>		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Funderburk Bridge Expansion		375,000	375,000
Transfer from Road & Bridge		(375,000)	(375,000)
Transfer to Road Construction Fund		375,000	375,000
Fund Balance (decrease)	n/a	(375,000)	n/a

ATTACHMENT C - Houma Police Department

	<u>2022</u>		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Compensation Property Damage	(20,851)	(14,492)	(35,343)
Auto & Truck Repairs	110,252	14,492	124,744

ATTACHMENT D - Falgout Canal Marsh Mgmt Program

	<u>2022</u>		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Falgout Canal Marsh Mgmt Program	16,394	47,737	64,131
Falgout Canal Freshwater Enhancement	18,894	(18,894)	-
La 24 Sidewalks	44,309	(28,843)	15,466

ATTACHMENT E - Bayou Country Sports Park

	<u>2022</u>		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
FP&C Bayou Country Sports Park	(1,009,900)	(2,984,000)	(3,993,900)
Parish Sports Park Complex	4,414,468	2,984,000	7,398,468

ATTACHMENT F- Bayou Terrebonne Lock Pump Station

	<u>2022</u>		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Bayou Terrebonne Lock P/S		(5,000,000)	(5,000,000)
Bayou Terrebonne Lock P/S	35,941	5,000,000	5,035,941

ATTACHMENT G - Parish Prisoners Fund

	<u>2022</u>		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Other Fees		40,000	40,000
Fund Balance (decrease)	n/a	(40,000)	n/a

ATTACHMENT H - Road District #6 O&M

	<u>Adopted</u>	<u>2022 Change</u>	<u>Amended</u>
Ad Valorem Tax Revenue	(39,514)	6,586	(32,928)
Fund Balance (decrease)	n/a	(6,586)	n/a

ATTACHMENT I - Road Lighting District #1

	<u>Adopted</u>	<u>2022 Change</u>	<u>Amended</u>
Ad Valorem Tax Revenue	(34,189)	3,023	(31,166)
Fund Balance (decrease)	n/a	(3,023)	n/a

ATTACHMENT J - Road Light District #6

	<u>Adopted</u>	<u>2022 Change</u>	<u>Amended</u>
Ad Valorem Tax Revenue	(114,442)	7,500	(106,942)
Fund Balance (decrease)	n/a	(7,500)	n/a

ATTACHMENT K - Criminal Court Fund

	<u>Adopted</u>	<u>2022 Change</u>	<u>Amended</u>
Court Fines	(3,000,000)	943,011	(2,056,989)
Salaries and Wages	2,751,838	(316,139)	2,435,699
Group Insurance	856,300	(196,765)	659,535
Pension	206,388	(30,000)	176,388
LACE Expense	320,000	(153,358)	166,642
District Attorney's 6%	250,000	(76,781)	173,219
Indigent Fund	300,000	(78,968)	221,032
Clerk of Court	100,000	(27,000)	73,000

Section I

Felicia Aubert

From: Kandace Mauldin
Sent: Thursday, November 17, 2022 10:12 AM
To: Kayla Dupre
Cc: Felicia Aubert
Subject: Budget Amendment

We need to do a budget amendment for \$100,000 for Phase 2 of the BCSP Road Lights. The funding source is from RLD#2 Fund Balance.

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

268-721-8919-02



FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 268-321-8919-02

ROAD LIGHTING DIST. 2

ROAD LIGHTING

BCSP-ROAD LIGHTS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	83,031	33,431.83	0	49,599
CLOSED:				
2016	0	.00	N/A	0
2017	0	.00	N/A	0
2018	0	.00	N/A	0
2019	0	.00	N/A	0
2020	0	.00	N/A	0
2021	105,000	21,969.32	N/A	83,031

ENTER = CONTINUE

CF01 = EXIT CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

Section II

Felicia Aubert

From: Kandace Mauldin
Sent: Wednesday, November 16, 2022 5:09 PM
To: Kayla Dupre; Felicia Aubert
Subject: Budget Amendment

We need to do a budget amendment for a new capital project for \$375,000 for Funderburk Bridge Expansion in 661. The funding source is from the Road and Bridge Fund Balance.

Thanks

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



661-310-8916-61

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT
2023 - FIVE YEAR CAPITAL OUTLAY
FUND 661 - ROAD CONSTRUCTION FUND**

661-310-8916-61
FUNDERBURK BRIDGE EXPANSION

TOTAL FUNDING	\$	375,000
EXPENDITURES THRU 12/31/21		-
PROJECT BALANCE	\$	375,000

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027
Dec-22	PENDING BA	FROM FUND 251 FUND BALANCE		375,000					

FUNDS AVAILABLE	\$	-	\$	375,000	\$	-	\$	-	\$	-	\$	-
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DESCRIPTION: TO EXPAND THE FUNDERBURK BRIDGE.



P.O. BOX 6097
HOUMA, LOUISIANA 70361
985-986-5050



P.O. BOX 2768
HOUMA, LOUISIANA 70361
985-868-3000

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

RISK MANAGEMENT

"Memorandum"

TO: Customer Service Representative

FROM: LouEllen Pellegrin
Insurance Technician

DATE: 11/15/2022

SUBJECT: Damages caused by claimant's tire coming loose and striking HPD unit #331.

Attached, please find check #64402 in the amount of \$14,492.50 made payable to TPCG for damages caused by claimant's tire coming loose and striking HPD unit #331. Please deposit this check into the proper account for Houma Police Department.
(Account #204-0006912-00).

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

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

ORIGINAL CHECK HAS A COLORED BACKGROUND, VOID PANTO & A HEAT SENSITIVE ICON - SEE BACK FOR DETAILS

VOID VOID VOID VOID VOID VOID

QEO Group, LLC
Clear Blue Field Claims Account
600 E. Las Colinas Blvd., Suite 1900
Irving, TX 75039
(844) QEO-0008

PROSPERITY
VOID IF NOT CASHED WITHIN 180 DAYS

64402

PAY *****Fourteen Thousand Four Hundred Ninety-Two Dollars and 50/100 Cents***** DOLLARS

DATE 11/03/2022

AMOUNT 14,492.50

TO THE ORDER OF TERREBONNE PARISH CONSOLIDATED GOVERNMENT,
ATTENTION: RISK MANAGEMENT
PO BOX 2768
HOUMA, LA -

MEMO - Total Loss - Houma - PD Unit #331 - Overpriced auto salvage

1105440211 1131226551 707338791

AUTHORIZED SIGNATURE

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 204-000-6912-00

PUBLIC SAFETY FUND

NO DEPARTMENT NAME

COMPENSATION PROPERTY DAMAGE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	20,851	30,861.40-	0	10,010
CLOSED:				
2016	42,175	42,174.55-	N/A	0
2017	56,348	48,611.37-	N/A	7,737-
2018	12,970	17,309.08-	N/A	4,339
2019	1,566	20,953.28-	N/A	19,387
2020	11,474	24,434.58-	N/A	12,961
2021	9,293	12,698.61-	N/A	3,406

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

Section IV

Kayla Dupre

From: Kandace Mauldin
Sent: Tuesday, November 15, 2022 9:05 AM
To: Kayla Dupre; Felicia Aubert
Subject: Budget Amendment

We need to do a budget amendment for Falgout Canal Marsh Management Program (659-301-8411-03) for \$47,737. The funding is coming from:

- 659-301-8941-03 – Falgout Canal Freshwater Enhancement, \$18,894
- 659-310-8912-19 – LA 24 Sidewalks, \$28,843

Thanks,

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



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

659-301-8411-03

FALGOUT CANAL MARSH MANAGEMENT PROJECT

TOTAL FUNDING	\$	197,737
EXPENDITURES THRU 12/31/21		(133,606)
PROJECT BALANCE	\$	<u>64,131</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027
Jan-04	ORD 6821	FD 255 1/4% CAPITAL SALES TAX	150,000						
		EXCHANGE FUNDING (CIAP FROM 659-301-8941-03							
Aug-18	LIA	EXCHANGE FUNDING (1/4%) TO 659-301-8941-03	18,970						
Aug-18	LIA	EXCHANGE FUNDING (1/4%) TO 659-301-8941-03	(18,970)						
Dec-22	PENDING BA	FROM 659-301-8941-03 FD 255		18,894					
Dec-22	PENDING BA	FROM 659-310-8912-19 FD 251		4,309					
Dec-22	PENDING BA	FROM 659-310-8912-19 FD 255		24,534					
		LESS PRIOR YEARS EXPENDITURES	(133,606)						
		FUNDS AVAILABLE	\$ 16,394	\$ 47,737	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER: DELTA COAST CONSULTANTS, INC

DESCRIPTION: TO EXCAVATE CANAL AND BUILD UP LEVEE.

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

**659-301-8941-03
FALGOUT CANAL FRESHWATER ENHANCEMENT
PROJECT # 08-CR-29
R: 659-000-6343-15
R: 659-000-6318-04**

TOTAL FUNDING	\$		6,032,577	
EXPENDITURES THRU 12/31/21			(6,032,577)	
PROJECT BALANCE	\$		-	

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027
Aug-08	ORD 7502	U.S. DEPT OF INTERIOR (CIAP)	264,896						
Dec-09	C/O ADJ	CARRY OVER ADJUSTMENT	397						
Mar-11	ORD 7965	U.S. DEPT OF INTERIOR (CIAP)	404,168						
Jun-13	ORD 8300	U.S. DEPT OF INTERIOR (CIAP)	5,382,010						
Jan-16	ORD 8671	DNR-CPRA	3,300,000						
Feb-18	ORD 8927	DEOB-DNR-CPRA	(3,300,000)						
Aug-18	LIA	EXCHANGE FUNDING (CIAP) TO 659-301-8411-03	(18,970)						
Aug-18	LIA	EXCHANGE FUNDING (1/4% SALES TX) FROM 659-301-8411-03	18,970						
Dec-22	PENDING BA	TO 659-301-8411-03 FD 255		(18,894)					
LESS PRIOR YEARS EXPENDITURES			(6,032,577)						
FUNDS AVAILABLE			\$ 18,894	\$ (18,894)	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: T. BAKER SMITH, LLC
CONTRACTOR: HEMPHILL CONSTRUCTION**

DESCRIPTION: INTRODUCE FRESHWATER INTO THE MARSHES ADJACENT TO THE HOUMA NAVIGATIONAL CANAL BETWEEN HNC AND BAYOU DULARGE.

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

659-310-8912-19
LA 24 SIDEWALKS (LINDA ANN STREET TO MARIETTA PLACE)
PROJECT # 11-WALK-10
STATE PROJECT # H.007603.6
R: 659-000-6343-28

TOTAL FUNDING	\$		366,157
EXPENDITURES THRU 12/31/21			(350,691)
PROJECT BALANCE	\$		15,466

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027
Dec-11	ORD 8080	LA DOTD ENHANCEMENT PRGM	215,000						
Jan-12	ORD 8076	FUND 151 GENERAL FUND	80,000						
Jan-13	ORD 8247	FUND 151 GENERAL FUND	10,000						
Aug-18	ORD 8995	FROM 661-310-8916-80 FD 251	50,000						
Sep-18	ORD 9006	FROM 661-310-8916-81 FD 255	40,000						
Dec-22	PENDING BA	TO 659-301-8411-03 FD 251		(4,309)					
Dec-22	PENDING BA	TO 659-301-8411-03 FD 255		(24,534)					
LESS PRIOR YEARS EXPENDITURES			(350,691)						
FUNDS AVAILABLE			\$ 44,309	\$ (28,843)	\$ -	\$ -	\$ -	\$ -	\$ -

ENGINEER/ARCHITECT: DUPLANTIS DESIGN GROUP
CONTRACTOR: BYRON E. TALBOT CONTRACTOR

DESCRIPTION: CONSTRUCT A SIDEWALK ALONG LA 24 FROM
LINDA ANN STREET TO MARIETTA PLACE.

Felicia Aubert

From: Kandace Mauldin
Sent: Tuesday, November 15, 2022 9:05 AM
To: Kayla Dupre; Felicia Aubert
Subject: Budget Amendment

We need to do a budget amendment for Falgout Canal Marsh Management Program (659-301-8411-03) for \$47,737. The funding is coming from:

- 659-301-8941-03 – Falgout Canal Freshwater Enhancement, \$18,894
- 659-310-8912-19 – LA 24 Sidewalks, \$28,843

Thanks,

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



FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 659-301-8411-03

CAPITAL PROJECTS CONTRL
COASTAL RESTORE/PRESERV
FALGOUT CANAL MARSH MGMT PROG

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	16,394	3,833.20	0	12,561
CLOSED:				
2016	106,170	9,433.17	N/A	96,737
2017	96,737	10,197.92	N/A	86,539
2018	86,539	18,040.37	N/A	68,499
2019	68,499	20,248.95	N/A	48,250
2020	48,250	15,855.90	N/A	32,394
2021	32,394	15,999.70	N/A	16,394

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 659-301-8941-03

CAPITAL PROJECTS CONTRL

COASTAL RESTORE/PRESERV

FALGOUT CANAL FRESHWTR ENHNCMT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	18,894	.00	0	18,894
CLOSED:				
2016	8,595,556	5,272,161.15	N/A	3,323,395
2017	3,323,395	4,424.55	N/A	3,318,970
2018	18,970	76.20	N/A	18,894
2019	18,894	.00	N/A	18,894
2020	18,894	.00	N/A	18,894
2021	18,894	.00	N/A	18,894

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

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FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 659-310-8912-19

CAPITAL PROJECTS CONTRL

ROADS & BRIDGES

LA 24 SIDEWALKS

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	44,309	.46	0	44,309
CLOSED:				
2016	261,984	.00	N/A	261,984
2017	261,984	.00	N/A	261,984
2018	351,984	231,013.03	N/A	120,971
2019	120,971	74,140.26	N/A	46,831
2020	46,831	2,521.25	N/A	44,310
2021	44,310	1.18	N/A	44,309

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

Section II

Kayla Dupre

From: Kandace Mauldin
Sent: Wednesday, November 16, 2022 12:57 PM
To: Kayla Dupre; Felicia Aubert
Subject: Budget Amendment
Attachments: 2022-1027 FS 3.pdf

We need to do a budget amendment for \$2,984,000 to recognize capital outlay funding for the Bayou Country Sports Park from the attached funding summary.

Thanks

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



Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

October 27, 2022

Mr. Gordon E. Dove
Parish President
Terrebonne Parish
P.O. Box 2768
Houma, LA 70361
Email: jbray@tpcg.org

Re: Terrebonne Sports Complex,
Planning and Construction
(Terrebonne)
FP&C Project No. 50-NTG-13-01

Dear Mr. Dove:

Please find attached, a copy of State Funding Summary #3. The current level of funding as shown in the Funding Summary has been revised to reflect a change in the funding for the project.

The Funding Summary represents the current level of funding provided by the State and states the FPC Administrative fee and the local match amount required by La. R.S. 39:112 (E).

If you have any questions, please contact me at 504-568-8849 or Rene.Becnel@LA.GOV.

Thank you for your cooperation.

Sincerely,

Rene Becnel

Rene Becnel
Project Manager

RB:dh
Enclosures

c: Meagan Sibley, CapitalOutlay@la.gov, via email w/attachments
Rene Becnel, via email w/attachments

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

**659-501-8913-20
PARISH SPORTS PARK COMPLEX
R# 659-000-6342-11
R# 659-000-6343-34**

TOTAL FUNDING	\$		12,138,723
EXPENDITURES THRU 12/31/21			(4,740,255)
PROJECT BALANCE	\$		<u>7,398,468</u>

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027
Jul-12	ORD 8141	FUND 280 P/W RECREATION FUND	47,500						
Dec-12	ORD 8252	FUND 280 P/W RECREATION FUND	1,000,000						
Dec-12	ORD 8252	FUND 151 GENERAL FUND	1,191,000						
Sep-15	ORD 8639	FUND 151 GENERAL FUND - BP	600,000						
Oct-15	ORD 8650	LAND & WATER CONSERVATION	250,000						
Jan-16	ORD 8669	FUND 280 P/W RECREATION FUND	139,405						
Aug-17	ORD 8672	FROM REC DISTRICT 2/3	200,000						
May-18	ORD 8957	FUND 285 B COUNTRY SPORTS PARK	440,000						
Oct-18	ORD 9008	FUND 285 B COUNTRY SPORTS PARK	317,878						
Nov-18	ORD 9014	FROM 655-351-8929-14 STWIDE FLOOD	89,400						
Jan-19	ORD 9028	FUND 280 P/W RECREATION FUND	220,000						
Mar-19	ORD 9040	FUND 280 P/W RECREATION FUND	25,000						
May-19	ORD 9052	From 655-351-8929-50 (FD 151)	100,000						
Dec-19	ORD 9114	TO 661-310-8916-59 FD 151	(100,000)						
Jan-20	ORD 9117	EXCHANGING FUND SOURCES FD 285	100,000						
Jan-20	ORD 9117	TO GENERAL FUND FD 151	(100,000)						
Nov-20	ORD 9213	PUBLIC IMPROVEMENT BONDS	250,000						

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

**659-501-8913-20
PARISH SPORTS PARK COMPLEX (Continued)
R# 659-000-6342-11
R# 659-000-6343-34**

DATE	REFERENCE	FUNDING SOURCE	PRIOR YEARS	2022	2023	2024	2025	2026	2027
Jan-21	ORD 9229	FROM FUND 285 B COUNTRY SPORTS PARK	95,000						
Jan-21	ORD 9229	FROM 661-310-8916-59 FD 280	18,131						
Jan-21	ORD 9229	FACILITY PLANNING & CONTROL	1,009,900						
Jul-21	ORD 9295	ARP- FUND 201	250,000						
Apr-21	ORD 9359	ACT 120 OF 2021		500,000					
Jun-22	ORD 9379	FROM 659-000-6912-00		11,662					
Aug-22	LIA #77	FROM 659-501-8913-36 FD 285		688,447					
Aug-22	LIA #77	FROM 659-501-8913-37 FD 255		404,959					
Aug-22	ORD 9413	FROM FD 255 1/4% SALES TAX FUND		56,441					
Sep-22	ORD 9420	FROM FD 280 P/W RECREATION FUND		675,000					
Sep-22	ORD 9420	FROM FD 255 1/4% SALES TAX FUND		675,000					
Dec-22	PENDING BA	FACILITY PLANNING & CONTROL		2,984,000					
LESS PRIOR YEARS EXPENDITURES			(4,740,255)						
FUNDS AVAILABLE			\$ 1,402,959	\$ 5,995,509	\$ -	\$ -	\$ -	\$ -	\$ -

**ENGINEER/ARCHITECT: JOSEPH FURR DESIGN
ALL SOUTH, ENGINEERING
CONTRACTOR: BAYOU IRRIGATION, INC.
LEWIS STONE, LLC.**

DESCRIPTION:

EVALUATE THE MERITS AND FEASIBILITY OF ACQUIRED LAND IN PARTNERSHIP WITH RECREATION DISTRICT 2, 3 FOR THE PURPOSE OF DEVELOPING A MAJOR SPORTS PARK COMPLEX

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 659-501-8913-20

CAPITAL PROJECTS CONTRL

PARKS & GROUNDS

PARISH SPORTS PARK COMPLEX

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	4,414,468	49,035.91	0	4,365,432
CLOSED:				
2016	1,073,526	823,424.49	N/A	250,102
2017	450,102	18,205.00	N/A	431,897
2018	1,279,175	469,624.52	N/A	809,550
2019	1,054,550	934,430.93	N/A	120,119
2020	370,119	13,055.24	N/A	357,064
2021	1,730,095	327,135.90	N/A	1,402,959

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR



Public Works & Water Resources Division
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-3015 | fx: 225-379-3002

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

July 7, 2022

Mr. Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, Louisiana 70361

Re: Fiscal Year 2023 Funding Allocation
Statewide Flood Control Program
Bayou Terrebonne Lock Pump Station
Terrebonne Parish

Dear Parish President Dove:

The 2022 Regular Session of the Louisiana Legislature has provided funding for the Statewide Flood Control Program to be distributed according to the prioritized list of projects adopted by the Joint Legislative Committee on Transportation, Highways and Public Works.

Funding for your project is as follows:

SPONSOR: Terrebonne Parish

Project Name	State Project Number	Estimated Construction Cost	State's Funding Amount F. Y. 2023
Bayou Terrebonne Lock Pump Station	H.015192	\$ 10,582,768.86	\$5,000,000.00

The allocation of \$5,000,000.00 totally satisfies the portion attributable to the State.

A copy of the Statewide Flood Control Guidelines and Procedures Manual, which outlines the step-by-step approach that you are required to follow, is enclosed for your review. However, the final plans and specifications must be reviewed and approved before the advertisement can be scheduled. Also, detailed instructions for the contracting process and payment release method are explained in the Procedures Manual, which can be found on the DOTD website at http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Engineering/Public Works/Flood Control/Pages/default.aspx. Please review the material carefully. In the near future, an agreement will follow for your signature.

E: 659-351-8929-11 - \$5,000,000.
R: 659-000-6315-11 5,000,000.

RECEIVED

AUG 16 2022

TPCG FINANCE DEPT.

Section VI

Parish President Dove
July 7, 2022
Page 2

We look forward to working with you toward the reduction of flooding damages in your area. If we can be of further assistance, please contact me at (225) 379-3010 or Mr. Shannon Dupont at (225) 379-3024.

Sincerely,



Patrick J. Landry, P.E.
Deputy Assistant Secretary
Office of Public Works and Water Resources

cc: Senator Michael Fesi
Representative Tanner Magee
Representative Beryl Amedée
Representative Jerome Zeringue
Mr. Xavier Alexander
Ms. LeeAnne Sharlow
Ms. Candace Shields
Ms. Brandy Phillips

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

**659-351-8929-11
BAYOU TERREBONNE LOCK PUMP STATION
R# 659-000-6315-11**

TOTAL FUNDING	\$		5,065,000
EXPENDITURES THRU 12/31/21			(29,059)
PROJECT BALANCE	\$		<u>5,035,941</u>

<u>DATE</u>	<u>REFERENCE</u>	<u>FUNDING SOURCE</u>	<u>PRIOR YEARS</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Feb-21	ORD 9236	FROM 667 FUND BALANCE	65,000						
Dec-22	PENDING BA	STATEWIDE FLOOD CONTROL		5,000,000					
		LESS PRIOR YEARS EXPENDITURES	(29,059)						
		FUNDS AVAILABLE	<u>\$ 35,941</u>	<u>\$ 5,000,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ENGINEER/ARCHITECT: GIS ENGINEERING, LLC

DESCRIPTION: To study/engineer Bayou Terrebonne Lock pump station.

Section VII

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 203-201-8349-01

PARISH PRISONERS FUND

PARISH PRISONERS

OTHER FEES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	0	114,394.53	0	114,395-
CLOSED:				
2016	500	252.00	N/A	248
2017	77,923	70,280.48	N/A	7,643
2018	69,100	195,571.38	N/A	126,471-
2019	93,688	160,627.75	N/A	66,940-
2020	139,000	113,575.83	N/A	25,424
2021	15,000	6,028.25	N/A	8,972

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

Section VIII

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 258-000-6111-00

ROAD DISTRICT #6 O & M

NO DEPARTMENT NAME

AD VALOREM TAX REVENUE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	39,514	32,927.80-	0	6,586-
CLOSED:				
2016	38,750	39,394.69-	N/A	645
2017	39,577	36,931.51-	N/A	2,645-
2018	37,381	37,414.92-	N/A	34
2019	37,413	37,701.69-	N/A	289
2020	37,704	40,338.25-	N/A	2,634
2021	40,648	39,543.93-	N/A	1,104-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

Section IV

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 267-000-6111-00

ROAD LIGHTING DIST. 1

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	34,189	31,166.43-	0	3,023-
CLOSED:				
2016	287,382	295,563.67-	N/A	8,182
2017	535,900	550,713.45-	N/A	14,813
2018	500,334	529,530.42-	N/A	29,196
2019	396,918	401,584.25-	N/A	4,666
2020	110,192	136,022.17-	N/A	25,830
2021	72,161	72,087.51-	N/A	73-

ENTER = CONTINUE

CF01 = EXIT

CF02 = INPUT SCR

CF04 = DSP DETAIL

CF06 = DSP ENCUMBRANCE

CF05 = DSP INV JE

CF08 = PRT DETAIL

Section I

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 272-000-6111-00

ROAD LIGHTING DIST. 6

NO DEPARTMENT NAME

AD VALOREM TAXES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	114,442	100,032.33-	0	14,410-
CLOSED:				
2016	106,327	108,102.68-	N/A	1,776
2017	84,463	79,866.24-	N/A	4,597-
2018	79,777	79,852.71-	N/A	76
2019	125,470	126,444.44-	N/A	974
2020	92,428	98,394.27-	N/A	5,966
2021	72,527	72,322.64-	N/A	204-

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 299-123-8111-01

CRIMINAL COURT FUND
DISTRICT ATTORNEY
SALARIES AND WAGES

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	2,751,838	2,118,180.92	0	633,657
CLOSED:				
2016	2,415,783	2,316,592.04	N/A	99,191
2017	2,561,563	2,425,542.93	N/A	136,020
2018	2,442,000	2,441,372.72	N/A	627
2019	2,387,112	2,391,976.44	N/A	4,864-
2020	2,561,179	2,602,480.73	N/A	41,302-
2021	2,709,115	2,468,402.38	N/A	240,713

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
OCTOBER 31, 2022 - MONTH LAST CLOSED

11/18/22

ACCT: 299-123-8131-01

CRIMINAL COURT FUND
DISTRICT ATTORNEY
GROUP INSURANCE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	856,300	603,473.43	0	252,827
CLOSED:				
2016	671,500	645,240.15	N/A	26,260
2017	828,600	664,784.20	N/A	163,816
2018	740,000	724,770.11	N/A	15,230
2019	726,300	713,257.77	N/A	13,042
2020	726,612	724,191.51	N/A	2,420
2021	815,550	685,054.28	N/A	130,496

ENTER = CONTINUE

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

CF06 = DSP ENCUMBRANCE CF08 = PRT DETAIL

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 299-123-8122-01

CRIMINAL COURT FUND
DISTRICT ATTORNEY
PENSION

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	206,388	148,359.68	0	58,028
CLOSED:				
2016	193,263	184,695.94	N/A	8,567
2017	204,925	192,432.07	N/A	12,493
2018	192,791	183,057.21	N/A	9,734
2019	179,933	179,296.69	N/A	636
2020	192,211	198,768.61	N/A	6,558-
2021	203,184	183,804.32	N/A	19,380

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 299-123-8349-02

CRIMINAL COURT FUND

DISTRICT ATTORNEY

LACE EXPENSE-LA STATE POLICE

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	320,000	95,770.46	0	224,230
CLOSED:				
2016	392,509	516,011.25	N/A	123,502-
2017	392,509	525,039.97	N/A	132,531-
2018	396,805	440,199.70	N/A	43,395-
2019	425,000	444,769.55	N/A	19,770-
2020	389,000	286,901.53	N/A	102,098
2021	358,000	237,278.44	N/A	120,722

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 299-123-8359-03

CRIMINAL COURT FUND

DISTRICT ATTORNEY

DISTRICT ATTORNEY'S 6%

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	250,000	134,651.28	0	115,349
CLOSED:				
2016	365,342	438,000.22	N/A	72,658-
2017	365,342	469,001.61	N/A	103,660-
2018	308,970	329,796.50	N/A	20,827-
2019	355,000	333,906.07	N/A	21,094
2020	325,000	270,145.43	N/A	54,855
2021	270,000	246,269.94	N/A	23,730

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY
OCTOBER 31, 2022 - MONTH LAST CLOSED

11/18/22

ACCT: 299-123-8359-05

CRIMINAL COURT FUND
DISTRICT ATTORNEY
INDIGENT FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	300,000	170,032.70	0	129,967
CLOSED:				
2016	519,028	609,842.60	N/A	90,815-
2017	519,028	632,707.21	N/A	113,679-
2018	412,628	436,939.05	N/A	24,311-
2019	460,000	438,595.05	N/A	21,405
2020	400,000	356,736.69	N/A	43,263
2021	353,000	323,085.63	N/A	29,914

ENTER = CONTINUE

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

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 299-123-8359-07

CRIMINAL COURT FUND

DISTRICT ATTORNEY

CLERK OF COURT

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	100,000	54,788.32	0	45,212
CLOSED:				
2016	167,241	196,504.85	N/A	29,264--
2017	167,241	203,872.32	N/A	36,631--
2018	133,011	140,791.48	N/A	7,780--
2019	153,000	141,325.08	N/A	11,675
2020	126,000	114,948.49	N/A	11,052
2021	115,000	104,105.39	N/A	10,895

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 299-123-8359-10

CRIMINAL COURT FUND

DISTRICT ATTORNEY

SHERIFF 12%

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	130,000	77,973.74	0	52,026
CLOSED:				
2016	189,189	234,719.38	N/A	45,530-
2017	189,189	258,099.19	N/A	68,910-
2018	171,380	184,150.15	N/A	12,770-
2019	194,000	187,707.72	N/A	6,292
2020	171,300	151,233.19	N/A	20,067
2021	151,000	138,574.69	N/A	12,425

ENTER = CONTINUE

CF04 = DSP DETAIL

CF05 = DSP INV JE

CF01 = EXIT

CF06 = DSP ENCUMBRANCE

CF08 = PRT DETAIL

CF02 = INPUT SCR

FD171GG

GENERAL LEDGER/BUDGET ACCOUNT INQUIRY

11/18/22

OCTOBER 31, 2022 - MONTH LAST CLOSED

ACCT: 299-123-8359-11

CRIMINAL COURT FUND
DISTRICT ATTORNEY
JUDICIAL LAW CLERK FUND

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ENCUMBERED</u>	<u>VARIANCE</u>
OPEN:				
2022	135,000	75,570.08	0	59,430
CLOSED:				
2016	230,681	271,041.15	N/A	40,360-
2017	230,681	281,203.21	N/A	50,522-
2018	183,456	194,195.13	N/A	10,739-
2019	204,000	194,931.13	N/A	9,069
2020	176,000	158,549.64	N/A	17,450
2021	157,000	143,593.64	N/A	13,406

ENTER = CONTINUE

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



Wednesday, December 14, 2022

Item Title:

Ordinance for 2023 Budget Adoption

Item Summary:

An ordinance to adopt the 2023 Operations and Maintenance Budget and the Five-Year Capital Improvements Budget of the Terrebonne Parish Consolidated Government as presented by the Parish President and further amended by the Terrebonne Parish Council, to amend the Parish Compensation Plan for new and/or adjusted positions, to approve a 2% Cost of Living increase for the Parish President's Departments and Council Staff, and to address other matters relative thereto.

1. Consider the adoption of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance to adopt the 2023 O&M Budget and the 5-Year Capital Improvements	11/16/2022	Executive Summary
Ordinance to adopt the 2023 O&M Budget and the 5-Year Capital Improvements	11/16/2022	Ordinance



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Ordinance for 2023 Budget Adoption

PROJECT SUMMARY (200 WORDS OR LESS)

AN ORDINANCE TO ADOPT THE 2023 OPERATIONS AND MAINTENANCE BUDGET, AND THE FIVE-YEAR CAPITAL IMPROVEMENTS BUDGET, OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS PRESENTED BY THE PARISH PRESIDENT AND FURTHER AMENDED BY THE TERREBONNE PARISH COUNCIL; TO AMEND THE PARISH COMPENSATION PLAN FOR NEW AND/OR ADJUSTED POSITIONS; APPROVE A 2% COST OF LIVING INCREASE FOR THE PARISH PRESIDENT'S DEPARTMENTS AND COUNCIL STAFF; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

See above

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

/s/ Kayla Dupre

November 16, 2022

Signature

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO ADOPT THE 2023 OPERATIONS AND MAINTENANCE BUDGET, AND THE FIVE-YEAR CAPITAL IMPROVEMENTS BUDGET, OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT AS PRESENTED BY THE PARISH PRESIDENT AND FURTHER AMENDED BY THE TERREBONNE PARISH COUNCIL; TO AMEND THE PARISH COMPENSATION PLAN FOR NEW AND/OR ADJUSTED POSITIONS; APPROVE A 2% COST OF LIVING INCREASE FOR THE PARISH PRESIDENT’S DEPARTMENTS AND COUNCIL STAFF; AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2023 Operations and Maintenance Budget, and the Five-Year Capital Improvements Budget, of the Terrebonne Parish Consolidated Government be hereby adopted, as presented by the Parish President, and further amended by the Terrebonne Parish Council.

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 at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the ordinance adopted on this, the ____day of December, 2022.

DARRIN GUIDRY, SR., CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * *

Date and Time Delivered to Parish President:

Approved _____ Vetoed

Gordon Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

* * * * *

I, TAMMY 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 December 14, 2022, at which meeting a quorum was present.

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

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Wednesday, December 14, 2022

Item Title:

Sales & Use Tax Advisory Board Meeting-Dec. 6, 2022

Item Summary:

Accept the minutes of the Terrebonne Parish Sales and Use Tax Advisory Board meeting dated December 6, 2022 and consider ratification of the actions relative to:

- 1) Declaring items in the Sales & Use Tax Department as surplus property and dispose of same.
- 2) Recommendation for the adoption of a resolution accepting accepting the Louisiana Compliance Questionnaire for the 2022 year end audit.
- 3) Recommendation to accept the 2022 Projected Year End Budget.
- 4) Recommendation to accept the 2023 Proposed Budget.
- 5) Recommendation to approve the amended contract with Gary W. Lambert and company for auditing services.

ATTACHMENTS:

Description	Upload Date	Type
Minutes for Dec. 6, 2022	12/6/2022	Cover Memo
Surplus	12/6/2022	Cover Memo
Resolution 2022	12/6/2022	Cover Memo
Compliance Questionnaire 2022	12/6/2022	Cover Memo
2023 Budget	12/6/2022	Cover Memo
Gary W. Lambert Contract	12/6/2022	Cover Memo

**TERREBONNE PARISH
SALES AND USE TAX ADVISORY BOARD MEETING**

December 6, 2022

1. The Chairman, Parish President, Mr. Gordon Dove, called the meeting to order at 9:15 a.m. at Government Tower Conference Room. Following the Invocation, led by Mr. Tim Soignet, the Pledge of Allegiance was said.
2. Upon roll call, Board Members recorded as present were: Mr. Gordon Dove, Parish President; Mr. Aubrey "Bubba" Orgeron, Superintendent of Schools; Mrs. MayBelle Trahan, School Board Vice-President; Mr. Tim Soignet, Terrebonne Parish Sheriff; Mrs. Mary Cospier LeBoeuf, Library Board of Control; Mr. Jack Moore, Terrebonne Levee & Conservation District. Also present were: Mrs. Brandi Fontenot, Director, Sales & Use Tax Department; Mrs. Ann Thibodaux, Secretary, Sales & Use Tax Department and Mrs. Vickie Bourg, Financial Officer, Terrebonne Parish Sheriff's Office. Recorded as absent were Mr. Darrin Guidry, Parish Council Chairman; Mr. John Amedee, Budget & Finance Committee Chairman; Mr. Gregory Harding, School Board President. A quorum was declared present.

3. **Item 1** – Request for approval to declare items in the Sales & Use Tax Department as surplus property and dispose of same.

Mrs. Fontenot explained the department had old computers and scanners to dispose of.

4. Motion was made to accept by Mr. Jack Moore, seconded by Mrs. Mary Cospier LeBoeuf.

The Chairman called for a vote on the motion offered by Mr. Jack Moore.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: Mr. Gordon Dove, Mr. Aubrey "Bubba" Orgeron, Mrs. MayBelle Trahan, Mr. Tim Soignet, Mrs. Mary Cospier LeBoeuf, Mr. Jack Moore

NAYS: None.

NOT VOTING: None.

ABSENT: Mr. Darrin Guidry, Mr. John Amedee, Mr. Gregory Harding

The Chairman declared the motion passed.

5. **Item 2** – Adoption of a resolution accepting the Louisiana Compliance Questionnaire for the 2022 year-end audit.
6. Motion was made to accept by Mrs. Mary Cospier LeBoeuf, seconded by Mr. Aubrey "Bubba" Orgeron.

The Chairman called for a vote on the motion offered by Mrs. Mary Cospier LeBoeuf.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: Mr. Gordon Dove, Mr. Aubrey "Bubba" Orgeron, Mrs. MayBelle Trahan, Mr. Tim Soignet, Mrs. Mary Cospier LeBoeuf, Mr. Jack Moore

NAYS: None.

NOT VOTING: None.

ABSENT: Mr. Darrin Guidry, Mr. John Amedee, Mr. Gregory Harding

The Chairman declared the motion passed.

7. **Item 3** – Acceptance of the 2022 final operating budget.

Mrs. Fontenot explained that the projected year end expenses were originally asked were for \$1,300,000.00 we are expected to use only \$1,051,000.00. Outside auditing cost were down because of Covid so we are not assigning as many audits. We have also had a lot of employee turnover so there was a reduction in payroll and insurance expenses.

8. Motion was made to accept by Mrs. Mary Cosper LeBoeuf, seconded by Mr. Jack Moore.

The Chairman called for a vote on the motion offered by Mrs. Mary Cosper LeBoeuf

UPON ROLL CALL THERE WAS RECORDED:

YEAS: Mr. Gordon Dove, Mr. Aubrey "Bubba" Orgeron, Mrs. MayBelle Trahan, Mr. Tim Soignet, Mrs. Mary Cosper LeBoeuf, Mr. Jack Moore

NAYS: None.

NOT VOTING: None.

ABSENT: Mr. Darrin Guidry, Mr. John Amedee, Mr. Gregory Harding

The Chairman declared the motion passed.

9. **Item 4** -- Presentation and request for acceptance of Proposed 2023 Operating Budget for the Sales and Use Tax Department.

Mrs. Fontenot explained that the projected expenses for this year is \$1,300,000.00 there's only a \$5,000 difference. Last year we had a budget of \$24,000 for office equipment which has been reduced in 2023 to \$5,000. Payroll will have a slight increase due to the 2% cost of living increase if that passes that's where the difference comes in.

10. Motion was made to accept by Mrs. Mary Cosper LeBoeuf, seconded by Mr. Jack Moore.

The Chairman called for a vote on the motion offered by Mrs. Mary Cosper LeBoeuf.

UPON ROLL CALL THERE WAS RECORDED:

YEAS: Mr. Gordon Dove, Mr. Aubrey "Bubba" Orgeron, Mrs. MayBelle Trahan, Mr. Tim Soignet, Mrs. Mary Cosper LeBoeuf, Mr. Jack Moore

NAYS: None.

NOT VOTING: None.

ABSENT: Mr. Darrin Guidry, Mr. John Amedee, Mr. Gregory Harding

The Chairman declared the motion passed.

11. **Item 5** -- Recommendation to approve the amended contract with Gary W. Lambert and Company for auditing services.

Mrs. Fontenot explained that they are requesting to increase their contract with us in the past the last time they increased was in 2013. It's about a \$10 change. It was \$65 for single parish audit they are requesting \$80, \$40 for two parishes going up to \$50, currently \$33 for three parishes will go to \$40 and \$30 for 4 or more parishes will go to \$35. To keep and retain employees they are having employee issues so they are requesting that they have a small increase.

Discussion ensued.

12. **Item 6** – Other Business.
13. Mr. Jack Moore moved, seconded by Mrs. Mary Cospier LeBoeuf, "That there being no further business to come before this Board, the meeting be adjourned."

The Chairman called for a vote on the motion offered by Mr. Jack Moore.

UPON ROLL CALL THERE WAS RECORDED:


YEAS: Mr. Gordon Dove, Mr. Aubrey "Bubba" Orgeron, Mrs. MayBelle Trahan, Mr. Tim Soignet, Mrs. Mary Cospier LeBoeuf, Mr. Jack Moore

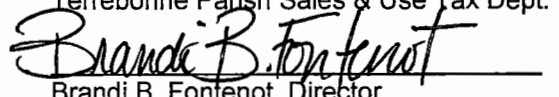
NAYS: None.

NOT VOTING: None.

ABSENT: Mr. Darrin Guidry, Mr. John Amedee, Mr. Gregory Harding

The Chairman declared the motion passed.


Ann Thibodaux, Secretary
Terrebonne Parish Sales & Use Tax Dept.


Brandi B. Fontenot, Director
Terrebonne Parish Sales & Use Tax Dept.

REQUEST TO SURPLUS THE FOLLOWING ITEMS:

<u>Asset #</u>	<u>Date Purchased</u>	<u>Item</u>
319	10/29/2008	Fujitsu FI-6130 Scanner
323	9/16/2010	Fujitsu FI-6130 Scanner
324	9/16/2010	Fujitsu FI-6670 Flatbed Scanner
327	9/12/2011	Fujitsu 6130 Scanner
337	5/1/2015	Dell OptiPlex 9020 Mini Tower
341	4/26/2018	Dell Desktop Optiplex 7050
342	4/26/2018	Dell Desktop Optiplex 7050
343	4/26/2018	Dell Desktop Optiplex 7050
344	4/26/2018	Dell Desktop Optiplex 7050
345	4/26/2018	Dell Desktop Optiplex 7050

OFFERED BY: Mrs. Mary Cospier Leboeuf

SECONDED BY: Mr. Aubrey "Bubba" Orgeron

RESOLUTION

WHEREAS, the Louisiana Legislative Auditor's Office has requested the staff of the Terrebonne Parish Sales and Use Tax Office complete a Louisiana Compliance Questionnaire, and

WHEREAS, Mrs. Brandi B. Fontenot, Sales and Use Tax Director, has completed said survey and has recommended that the Sales and Use Tax Advisory Board adopt said survey.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Sales and Use Tax Advisory Board that Mr. Gordon Dove, Parish President, be hereby authorized to sign the Louisiana Compliance Questionnaire to verify the acceptance of this document by the Advisory Board.

THERE WAS RECORDED:

YEAS: Mr. Gordon Dove, Mr. Aubrey "Bubba" Orgeron, Mrs. MayBelle Trahan, Mr. Tim Soignet, Mrs. Mary Cospier LeBoeuf, Mr. Jack Moore

NAYS: None.

ABSENT: Mr. Darrin Guidry, Mr. John Amedee, Mr. Gregory Harding

The Chairman declared the resolution adopted on this, the 6th day of December 2022.

**LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government and quasi-public agencies. Upon completion, the questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed questionnaire and a copy of the adoption instrument, if appropriate, must be given to the auditor at the beginning of the audit. The auditor will, during the course of his regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to my office.

Certain portions of the questionnaire may not be applicable to your organization, especially those related to federal financial assistance, the requirements of the *Single Audit Act*, and OMB Circular A-133. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his examination. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Daryl G. Purpera, CPA, CFE
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements of Government Entities)**

December 6, 2022

**Bourgeois Bennett, LLC
Certified Public Accountants
Post Office Box 2168
Houma, LA 70361**

In connection with your audit of our financial statements as of **December 31, 2022** and for **the year then ended** for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our system of internal control as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of **December 1, 2022**.

PART I. AGENCY PROFILE

1. Name and address of the organization.

**Terrebonne Parish Sales & Use Tax Department
P. O. Box 670
Houma, LA 70361**

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

109,124 – Estimated by Suburban Stats, found by Google search.

3. List names, addresses, and telephone numbers of entity officials. [Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

**Gordon E. Dove – 5 Glen Oaks Drive, Houma, LA 70360, 985-873-3154
Aubrey “Bubba” Orgeron – 465 Sugar Highland Blvd., Houma, LA 70360, 985-855-2915
Mary Cosper LeBoeuf - 1400 Levee Drive, Houma, LA 70360,
Maybelle N. Trahan – 5282 Bayouside Drive, Chauvin, LA 70344, 985-381-4533
Darrin Guidry – 113 Krumbhaar Dr., Houma, LA 70360, 985-688-6632
John Schoonenberg - 300 Lafayette Street, Houma, LA 70360, 985-868-7214
Jack W. Moore – P. O. Box 318, Montegut, LA 70377, 985-991-9430
Carl Harding – 215 Prince Collins St., Houma, LA 70360,
Gregory Harding – 148 Columbus St, Houma, LA 70360, 985-688-0052
Tim Soignet—211 Guidry St., Bourg, LA 70343, 985-665-8648**

4. Period of time covered by this questionnaire:
January 1, 2022 – December 31, 2022

5. The entity has been organized under the following provisions of the Louisiana Revised Statute (s) (LSA-RS) and, if applicable, local resolutions/ordinances.

Title 47 Sections 301-317 As Amended

6. Briefly describe the public services provided:

Collection & distribution of 5.5% parish-wide sales and use taxes, hotel/motel taxes, occupational license taxes and local bingo permits.

7. Expiration date of current elected/appointed officials' terms.

Parish President -Term expires 12:00 noon 1/11/2024

Council Chairman and Budget & Finance Chairman -Terms expire 1/09/2023

School Board Superintendent - Contract expires midnight 12/31/24

School Board President & Vice President - Terms expire 1/1/2023

Member - Library Board of Control - Serves until replaced by Library Board

Member - Levee District – serves concurrently with the governor

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

A) All public works purchases exceeding \$100,000 have been publicly bid.

B) All material and supply purchases exceeding \$20,000 have been publicly bid.

Yes [X] No []

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [X] No []

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [X] No []

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-16) R. S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the General Fund and all special revenue funds (R.S. 39:1305).

2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the General Fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).

3. The proposed budget was submitted to the governing authority and made available for public

inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).

4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).

5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.

6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget [R.S. 39:1309.

7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).

8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified in writing the governing authority during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S.9:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven-primarily federal funds-from the requirement to amend revenues.).

Yes [] No []

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [] No [] **N/A**

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R. S. 39:1331-1342.

Yes [] No [] **N/A**

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes [] No []

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [] No []

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes [] No [] **N/A**

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes [] No []

16. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes [] No []

PART VI. MEETINGS

17. We have complied with the provisions of the Open Meetings Law, provided in R.S. 42:11 through 42:28.

Yes [] No []

PART VII. ASSET MANAGEMENT LAWS

18. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes [] No []

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

19. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes [] No []

PART IX. DEBT RESTRICTION LAWS

20. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes [] No []

21. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes [] No []

22. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:11410.62).

Yes [] No [] **N/A**

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

23. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes [] No []

24. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes [] No []

25. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes [] No []

PART XI. ISSUERS OF MUNICIPAL SECURITIES

26. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes [] No []

PART XII. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS

Parish Governments

27. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the legislative auditor, R.S. 48:758.

Yes [] No [] **N/A**

School Boards

28. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-401.

Yes [] No [] **N/A**

29. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes [] No [] **N/A**

30. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenues Sources
- Schedule 2, Education Levels of Public School Staff
- Schedule 3, Number and Type of Public Schools
- Schedule 4, Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Schedule 5, Public School Staff Data: Average Salaries
- Schedule 6, Class Size Characteristics
- Schedule 7, Louisiana Educational Assessment Program (LEAP)
- Schedule 8, The Graduate Exit Exam (GEE)
- Schedule 9, iLEAP Tests

Yes [] No [] **N/A**

Tax Collectors

31. We have complied with the general statutory requirements of R.S. 47.

Yes [] No [] **N/A**

Sheriffs

32. We have complied with the state supplemental pay regulations of R.S. 33:2218.8

Yes [] No [] **N/A**

33. We have complied with R.S. 33:1432 relating to the feeding and keeping of prisoners.

Yes [] No [] **N/A**

District Attorneys

34. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.
Yes [] No [] **N/A**

Assessors

35. We have complied with the regulatory requirements found in Title 47.
Yes [] No [] **N/A**

36. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.
Yes [] No [] **N/A**

Clerks of Court

37. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.
Yes [] No [] **N/A**

Libraries

38. We have complied with the regulations of the Louisiana State Library.
Yes [] No [] **N/A**

Municipalities

39. Minutes are taken at all meetings of the governing authority. R.S. 42:7.1.
Yes [] No [] **N/A**

40. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal. R.S. 43:141-146 and A.G. 86-528.
Yes [] No [] **N/A**

41. All official action taken by the municipality is conducted at public meetings. R.S. 42:11 to 42:28.
Yes [] No [] **N/A**

Airports

42. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.
Yes [] No [] **N/A**

43. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).
Yes [] No [] **N/A**

44. All project funds have been expended on the project and for no other purpose (RS 2:810).
Yes [] No [] **N/A**

45. We have certified to the legislative auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).
Yes [] No [] **N/A**

Ports

46. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452.
Yes [] No [] **N/A**

47. We have adopted a system of administration that provides for approval by the department for

any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460).

Yes [] No [] **N/A**

48. All project funds have been expended on the project and for no other purpose (R.S. 34:3460).

Yes [] No [] **N/A**

49. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460).

Yes [] No [] **N/A**

50. We have certified to the legislative auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461).

Yes [] No [] **N/A**

Sewerage Districts

51. We have complied with the statutory requirements of R.S. 33:3881-4159.10.

Yes [] No [] **N/A**

Waterworks Districts

52. We have complied with the statutory requirements of R.S. 33:3811-3837.

Yes [] No [] **N/A**

Utility Districts

53. We have complied with the statutory requirements of R.S. 33:4161-4546.21.

Yes [] No [] **N/A**

Drainage and Irrigation Districts

54. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [] No [] **N/A**

Fire Protection Districts

55. We have complied with the statutory requirements of R.S. 40:1491-1509.

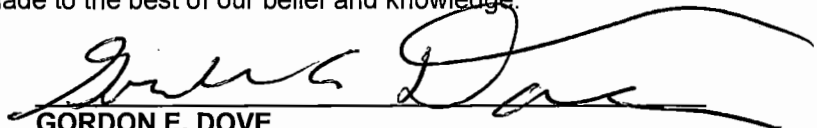
Yes [] No [] **N/A**

Other Special Districts

56. We have complied with those specific statutory requirements of state law applicable to our district.

Yes [] No [] **N/A**

The previous responses have been made to the best of our belief and knowledge.


GORDON E. DOVE
TERREBONNE PARISH CONSOLIDATED GOVT.


BRANDI B. FONTENOT
TERREBONNE PARISH SALES & USE TAX DEPT.

**Terrebonne Parish Sales and Use Tax Dept
PROPOSED BUDGET FOR YEAR ENDING DECEMBER 31, 2023**

	Current Year - December 31, 2022						Upcoming Year - 12/31/2023	
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Original Budget	Last Adopted Budget	Actual Year-to-Date as of: 10/31/2022	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted Budget vs. Projected Actual Result at Year End	Proposed Budget	% Change Projected Actual Result at Year End vs. Proposed Budget
				[C + D]	[E / B - 1]		[G / E - 1]	
SUMMARY OF REVENUES - BY SOURCES								
Local sources:								
Sales and use taxes	\$ 1,216,320.00	\$ 1,216,320.00	\$ 720,349.76	\$ 226,820.18	947,169.94	-22.1%	\$ 1,215,800.00	28.4%
Total Revenues from Local Sources	1,216,320.00	1,216,320.00	720,349.76	226,820.18	947,169.94	-22.1%	1,215,800.00	28.4%
Other sources								
Hotel/motel collection fee	30,000.00	30,000.00	49,319.98	6,000.00	55,319.98	84.4%	30,000.00	-45.8%
Licenses and permits	4,000.00	4,000.00	2,400.00	-	2,400.00	-40.0%	3,000.00	25.0%
Interest revenue	0.00	0.00	0.00	0.00	0.00		0.00	#DIV/0!
Bingo reimbursement	250.00	250.00	52.30	40.00	92.30	-63.1%	300.00	225.0%
Occupational license revenue	84,100.00	84,100.00	43,414.63	2,213.13	45,627.76	-45.7%	84,150.00	84.4%
Attorney fee revenue	7,000.00	7,000.00	426.93	-	426.93	-93.9%	2,500.00	485.6%
Total Revenues from Other Sources	125,350.00	125,350.00	95,613.84	8,253.13	103,866.97	-17.1%	119,950.00	15.5%
Total Revenues by Sources	1,341,670.00	1,341,670.00	815,963.60	235,073.31	1,051,036.91	-21.7%	1,335,750.00	27.1%
SUMMARY OF EXPENDITURES - BY AGENCY								
Agency								
TPSUTD	1,341,670.00	1,341,670.00	735,957.42	315,079.49	1,051,036.91	-21.7%	1,335,750.00	27.1%
Total Expenditures by Agency	1,341,670.00	1,341,670.00	735,957.42	315,079.49	1,051,036.91	-21.7%	1,335,750.00	27.1%
SUMMARY OF EXPENDITURES - BY DEPARTMENTS								
Department								
Administration Dept								
General:								
Yearly payroll	390,000.00	390,000.00	207,382.81	55,600.00	262,982.81	-32.6%	396,000.00	50.6%
Payroll Taxes	39,000.00	39,000.00	15,072.87	4,000.00	19,072.87	-51.1%	42,000.00	120.2%
Life, Hosp, and Disability	167,000.00	167,000.00	78,427.30	15,400.70	93,828.00	-43.8%	167,000.00	78.0%
Retirement expenses	28,000.00	28,000.00	14,146.71	5,500.00	19,646.71	-29.8%	32,000.00	62.9%
W/C	1,320.00	1,320.00	619.49	700.51	1,320.00	0.0%	1,600.00	21.2%
Total General Administration	625,320.00	625,320.00	315,649.18	81,201.21	396,850.39	-36.5%	638,600.00	60.9%

**Terrebonne Parish Sales and Use Tax Dept
PROPOSED BUDGET FOR YEAR ENDING DECEMBER 31, 2023**

	Current Year - December 31, 2022						Upcoming Year - 12/31/2023	
Occupational:					-			
Yearly payroll - Occupational	40,000.00	40,000.00	24,223.72	180.50	32,947.69	-17.6%	40,000.00	21.4%
Payroll Taxes - Occupational	3,000.00	3,000.00	1,723.99	50.00	1,773.99	-40.9%	3,000.00	69.1%
Life, Hosp, and Disability - Occupational	19,000.00	19,000.00	7,236.81	0.00	9,983.60	-47.5%	19,000.00	90.3%
Retirement expenses - Occupational	3,000.00	3,000.00	1,720.33	140.00	1,860.33	-38.0%	3,000.00	61.3%
W/C - Occupational	100.00	100.00	43.71	20.00	63.71	-36.3%	150.00	135.4%
Total Occupational Administration	65,100.00	65,100.00	34,948.56	390.50	35,339.06	-45.7%	65,150.00	84.4%
Total Administration Department	690,420.00	690,420.00	350,597.74	81,591.71	432,189.45	-37.4%	703,750.00	62.8%
Operations Dept								
General:								
Office supplies	7,500.00	7,500.00	3,770.40	3,729.60	7,500.00	0.0%	7,500.00	0.0%
Postage	20,000.00	20,000.00	7,203.41	12,796.59	20,000.00	0.0%	20,000.00	0.0%
Printing and stationary	4,000.00	4,000.00	646.37	3,353.63	4,000.00	0.0%	4,000.00	0.0%
Bingo expenses	250.00	250.00	52.30	35.00	87.30	-65.1%	300.00	243.6%
Machine rentals	27,000.00	27,000.00	21,951.29	5,048.71	27,000.00	0.0%	27,000.00	0.0%
Machine maintenance	7,000.00	7,000.00	4,167.32	2,832.68	7,000.00	0.0%	7,000.00	0.0%
Director's bond	2,000.00	2,000.00	1,750.00	0.00	1,750.00	-12.5%	2,000.00	14.3%
Employees' blanket bond	500.00	500.00	500.00	0.00	500.00	0.0%	500.00	0.0%
General liability insurance	28,000.00	28,000.00	25,618.00	0.00	25,618.00	-8.5%	28,000.00	9.3%
Contents insurance	1,500.00	1,500.00	881.17	0.00	881.17	-41.3%	1,500.00	70.2%
Travel	5,500.00	5,500.00	2,370.90	1,500.00	3,870.90	-29.6%	5,500.00	42.1%
Office rent	47,200.00	47,200.00	39,300.00	7,500.00	46,800.00	-0.8%	47,200.00	0.9%
Attorney fees	40,000.00	40,000.00	25,000.00	5,000.00	30,000.00	-25.0%	40,000.00	33.3%
Other (tax liens and other legal documentation)	3,000.00	3,000.00	1,007.00	1,575.00	2,582.00	-13.9%	3,000.00	16.2%
Telephone	7,000.00	7,000.00	3,646.43	3,353.57	7,000.00	0.0%	7,000.00	0.0%
Bank charges	500.00	500.00	-	0.00	-	-100.0%	500.00	#DIV/0!
Contract auditing	400,000.00	400,000.00	218,442.16	181,557.84	400,000.00	0.0%	400,000.00	0.0%
Dues & subscriptions	4,500.00	4,500.00	1,827.65	2,672.35	4,500.00	0.0%	4,500.00	0.0%
Miscellaneous (water; houma courier; emp. phy; drug screens)	1,500.00	1,500.00	789.82	710.18	1,500.00	0.0%	1,500.00	0.0%
Continuing education	1,000.00	1,000.00	0.00	0.00	-	-100.0%	1,000.00	#DIV/0!
Office equipment	24,300.00	24,300.00	17,884.79	0.00	17,884.79	-26.4%	5,000.00	-72.0%
Total General Operations	632,250.00	632,250.00	376,809.01	231,665.15	608,474.16	-3.8%	613,000.00	0.7%
Occupational:								
Legal fees	1,500.00	1,500.00	0.00	315.00	315.00	-79.0%	1,500.00	376.2%
Office supplies	2,500.00	2,500.00	252.90	300.00	552.90	-77.9%	2,500.00	352.2%
Postage	9,000.00	9,000.00	5,725.84	1,000.00	6,725.84	-25.3%	9,000.00	33.8%

**Terrebonne Parish Sales and Use Tax Dept
PROPOSED BUDGET FOR YEAR ENDING DECEMBER 31, 2023**

	Current Year - December 31, 2022						Upcoming Year - 12/31/2023	
Printing and stationary	3,000.00	3,000.00	768.00	50.00	818.00	-72.7%	3,000.00	266.7%
Office machine maintenance	3,000.00	3,000.00	1,803.93	157.63	1,961.56	-34.6%	3,000.00	52.9%
Total Operations Department Expenditures	19,000.00	19,000.00	8,550.67	1,822.63	10,373.30	-45.4%	19,000.00	83.2%
Total Operations Department	651,250.00	651,250.00	385,359.68	233,487.78	618,847.46	-5.0%	632,000.00	2.1%
Total Expenditures by Departments	1,341,670.00	1,341,670.00	735,957.42	315,079.49	1,051,036.91	-21.7%	1,335,750.00	27.1%
SUMMARY OF EXPENDITURES - BY FUNCTIONS								
Function								
General Government	1,341,670.00	1,341,670.00	735,957.42	315,079.49	1,051,036.91	-21.7%	1,335,750.00	27.1%
Total Expenditures by Functions	1,341,670.00	1,341,670.00	735,957.42	315,079.49	1,051,036.91	-21.7%	1,335,750.00	27.1%
SUMMARY OF EXPENDITURES - BY CHARACTERS								
Character								
Current Expenditures								
Personal Services	690,420.00	690,420.00	350,597.74	81,591.71	432,189.45	-37.4%	703,750.00	62.8%
Supplies and Materials	46,000.00	46,000.00	18,366.92	21,229.82	39,596.74	-13.9%	46,000.00	16.2%
Other Services and Charges	570,950.00	570,950.00	343,136.72	209,267.65	552,404.37	-3.2%	571,000.00	3.4%
Repairs and Maintenance	10,000.00	10,000.00	5,971.25	2,990.31	8,961.56	-10.4%	10,000.00	11.6%
Total Current Expenditures	1,317,370.00	1,317,370.00	718,072.63	315,079.49	1,033,152.12	-21.6%	1,330,750.00	28.8%
Capital Outlays								
Office equipment	-	24,300.00	17,884.79	0.00	17,884.79	-26.4%	5,000.00	-72.0%
Total Capital Outlays	-	24,300.00	17,884.79	0.00	17,884.79	-26.4%	5,000.00	-72.0%
Total Expenditures by Characters	1,317,370.00	1,341,670.00	735,957.42	315,079.49	1,051,036.91	-21.7%	1,335,750.00	27.1%
SUMMARY OF FUND BALANCE								
Net change in fund balance	\$ -	\$ -	80,006.18	(80,006.18)	\$ -		\$ -	
Estimated Beginning Fund Balance	\$ -	-	-	-	-		-	
Estimated Ending Fund Balance	\$ -	\$ -	80,006.18	(80,006.18)	\$ -		\$ -	

AMENDMENT TO CONTRACT FOR AUDITING SERVICES

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF TERREBONNE

BE IT KNOWN that on this the _____ day of _____, 2022, the second page, number 4., of the CONTRACT FOR AUDITING SERVICES, originally executed on April 21, 2005, and amended on July 22, 2013 by and between GARY W. LAMBERT, referred to as CONTRACTOR in said contract, and the Parish of Terrebonne, represented in said contract by the Parish President and the Director of Terrebonne Parish Sales & Use Tax Department, is amended to read as follows:

4. . For and in consideration of the services to be rendered by the Contractor pursuant to this agreement, the Taxing Authority shall pay to the Contractor \$80.00 per man hour for a single taxing authority's examination. \$50.00 per man hour (each taxing authority) for two taxing authorities' examinations when exams are performed simultaneously. \$40.00 per man hour (each taxing authority) for three taxing authorities' examinations performed simultaneously, and \$35.00 per man hour (each taxing authority) when four or more taxing authorities' examinations are performed simultaneously. The Contractor and Taxing Authority specifically agree that the Taxing Authority shall reimburse the Contractor for out-of-pocket travel and transportation expenses incurred by the Contractor which are reasonable and necessary to accomplish the purpose of this agreement, and which are incurred for travel and transportation outside the geographical boundaries of Harris County, Texas. Travel and transportation expenses shall be prorated to each taxing authority based on total man hours worked. Travel and transportation expenses shall include travel time to and from one county or parish to another county or parish at the rate of \$45.00 per hour.

BE IT FURTHER KNOWN that all other terms and conditions in said Contract For Auditing Services are and shall remain the same.

GARY W. LAMBERT and COMPANY

PARISH OF TERREBONNE

GARY W. LAMBERT

GORDON E. DOVE
PARISH PRESIDENT

AGENT FOR TAXING AUTHORITY

BRANDI FONTENOT
DIRECTOR

Category Number: 3.
Item Number: B.



Wednesday, December 14, 2022

Item Title:

Budget and Finance Committee

Item Summary:

Budget and Finance Committee, 12/12/22

Category Number: 3.
Item Number: C.



Wednesday, December 14, 2022

Item Title:

Community Development and Planning Committee

Item Summary:

Community Development and Planning Committee, 12/12/22

Category Number: 3.
Item Number: D.



Wednesday, December 14, 2022

Item Title:

Public Services Committee

Item Summary:

Public Services Committee, 12/12/22* **(Ratification of minutes calls public hearings on Wednesday, January 11, 2023, at 6:30 p.m.)**

Category Number: 4.
Item Number: A.



Wednesday, December 14, 2022

Item Title:

Street Light List

Item Summary:

Light installations, removals, and/or activations.



Wednesday, December 14, 2022

Item Title:

Terrebonne Communications District Board

Item Summary:

Terrebonne Communications District Board: One (1) expiring term on 12-31-22, representing the Fire Chief Association. Mr. Toby Henry expresses his interest in being reappointed.

ATTACHMENTS:

Description	Upload Date	Type
Term Expiration Notice	12/8/2022	Cover Memo
Notice to the Public	12/8/2022	Cover Memo
Application - Toby Henry	12/8/2022	Cover Memo



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

- DISTRICT 2
CARL A. HARDING
- DISTRICT 4
JOHN P. AMEDÉE
- DISTRICT 6
DARRIN W. GUIDRY, SR.
- DISTRICT 8
DIRK J. GUIDRY
COUNCIL CLERK
- TAMMY E. TRIGGS

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

November 14, 2022

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton
Assistant Council Clerk *KH*

RE: Term Expirations

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

Recreation District No. 1	Teri Chatagnier	12-03-22
Recreation District No. 10	Travis Malbrough	12-18-22
Houma-Terrebonne Public Trust Finance	John A. Campbell	12-18-22
	Randal Bernard	12-26-22
	Bobbie Howard	12-26-22
Recreation District No. 5	Kurt L. Charpentier	12-26-22
Port Commission	Andrew Blanchard (Par. Pres)	12-31-22
	Dan Davis (Par. Pres.)	12-31-22
→ 911 Communications District	Toby Henry (Fire Chief Assoc.)	12-31-22
	Sgt. Neil Abbott (HPD)	12-31-22
	Bryan Chaisson (S. Terrebonne)	12-31-22
	Perry Szush (Medical Services)	12-31-22

By copy of this memo, individuals interested in being re-appointed should email *Council Clerk Tammy Triggs* at ttriggss@tpcg.org or *Assistant Council Clerk Keith Hampton* khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out a new board application which can be found on the Terrebonne Parish website at tpcg.org. If you have any question, please feel free contact our office at (985) 873-6519.

/kh

cc: Council Agenda File
Organizations/Individuals

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 14, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 1 BOARD: One (1) expiring term on 01-14-23.

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

RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.

RECREATION DISTRICT NO. 5 BOARD: Two (2) expiring terms, one (1) on 12-26-22 and one (1) on 01-14-23.

RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 6 BOARD: Three (3) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 7 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 9 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 10 BOARD: Two (2) expiring terms on 01-01-23.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

BAYOU CANE FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

COTEAU FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

SCHRIEVER FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One (1) expiring term on 01-01-23.

CHILDREN AND YOUTH SERVICES BOARD: Five expiring terms, two (2) on 11-05-22 and three (3) on 11-16-22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and five (5) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

COASTAL ZONE MANAGEMENT: One (1) expired term on 10-31-22.

DOWNTOWN DEVELOPMENT: Three (3) expiring terms on 11-01-22. (One representing each of the following: Downtown Merchants, Convention and Visitors Bureau, and Arts and Humanities)

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-22.

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

PORT COMMISSION: Two (2) expiring terms on 12-31-22. (Each representing the Parish President)

→ **911 COMMUNICATIONS DISTRICT:** One (1) expiring terms on 12-31-22.

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

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's

webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, DECEMBER 12, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 12-5-22

I, Toby Henry, of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 4143 Bayou side Dr.
(Address)
Chauvin, LA 70349, Telephone number is (985) 665-8566,
(City, State, and Zip Code)
and E-mail is thenry@bcfire.org, wish to qualify for appointment
as a member of the Terrebonne Communications Dist. in Terrebonne Parish,
(Board/Committee/Commission)

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
4643 Bayou side Dr. Chauvin, LA 70349 for 12 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 8.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of N/A
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the N/A Yes _____ No _____
(Recreation District)
and Council District No. _____.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Terrebonne Communications Dist.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
Terrebonne Communications Dist.
(Board/Committee/Commission)

F. Applicant is aware of the TPCO board criteria and
attendance requirements. (Board/Committee/Commission)
Yes or No _____.

G. Applicant affirms that his/her employment with Bayou Lake F.O.
(Name of Employer)

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

H. Are you employed by any Federal, State, or Local Government? Yes or No

State job duties and responsibilities:

BCFD - EMS Chief for Medical Div.

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes or No

If yes, explain:

EMS Certification Commission

J. Are you elected to any Federal, State, or Local Office? Yes or No

If yes, explain:

Dist. J.P.

K. Are you a Judge, employee, or agent of any Court System? Yes or No

State job duties and responsibilities:

J.P. For Dist. J

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes or No

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes or No

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes or No

If yes, explain: J.P. Dist. J

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

Yes or No

If yes, explain: TPCO + EMSCC

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

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

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

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

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


Signature of the applicant

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

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

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

Revision Date: _____



Wednesday, December 14, 2022

Item Title:

Recreation District No. 6 Board

Item Summary:

Recreation District No. 6 Board: One (1) vacancy and one (1) expired term. Mr. Kenneth J. Pellegrin, Jr. submits application for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Notice to the Public	12/8/2022	Cover Memo
Application - Kenneth J. Pellegrin, Jr.	12/8/2022	Cover Memo
Resume - Kenneth J. Pellegrin, Jr.	12/8/2022	Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 14, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 1 BOARD: One (1) expiring term on 01-14-23.

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

RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.

RECREATION DISTRICT NO. 5 BOARD: Two (2) expiring terms, one (1) on 12-26-22 and one (1) on 01-14-23.

→ **RECREATION DISTRICT NO. 6 BOARD:** One (1) vacancy and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 6 BOARD: Three (3) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 7 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 9 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 10 BOARD: Two (2) expiring terms on 01-01-23.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

BAYOU CANE FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

COTEAU FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

SCHRIEVER FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One (1) expiring term on 01-01-23.

CHILDREN AND YOUTH SERVICES BOARD: Five expiring terms, two (2) on 11-05-22 and three (3) on 11-16-22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and five (5) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

COASTAL ZONE MANAGEMENT: One (1) expired term on 10-31-22.

DOWNTOWN DEVELOPMENT: Three (3) expiring terms on 11-01-22. (One representing each of the following: Downtown Merchants, Convention and Visitors Bureau, and Arts and Humanities)

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-22.

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

PORT COMMISSION: Two (2) expiring terms on 12-31-22. (Each representing the Parish President)

911 COMMUNICATIONS DISTRICT: One (1) expiring terms on 12-31-22.

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

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's

webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, DECEMBER 12, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 12/5/2022

I, KENNETH J. PELLEGRIN JR, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 101 CYPRESS GROVE ST.
(Address)

MONTÉGUT, LA 70377, Telephone number is (985) 209-4127.
(City, State, and Zip Code)

and E-mail is KPELLEGRINS@ATT.NET, wish to qualify for appointment
as a member of the MONTÉGUT RECREATION BOARD in Terrebonne Parish,
(Board/Committee/Commission)

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
101 CYPRESS GROVE ST. MONTÉGUT LA 70377 for 21 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 6.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the MONTÉGUT RECREATION Yes No _____
(Recreation District)
and Council District No. 6.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of MONTÉGUT RECREATION.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

MONTÉGUT RECREATION
(Board/Committee/Commission)

F. Applicant is aware of the MONTÉGUT RECREATION board criteria and
attendance requirements. (Board/Committee/Commission)

Yes or No _____.

G. Applicant affirms that his/her employment with WHITETAIL OILFIELD SERVICES
(Name of Employer)

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

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No.

State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes ___ or No.

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No.

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No.

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No

If yes, explain:

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

Yes _____ or No

If yes, explain: _____

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

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

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

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

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


Signature of the applicant

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

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

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

Revision Date: _____

KENNETH PELLEGRIN

101 Cypress Grove St. Montegut · 985-209-4127

Kpellegrin5@att.net

I have been in the oil field business for 19 years. I have gained knowledge and experience in many different areas of the industry. I am motivated and ready for my next opportunity to grow with a successful company.

EXPERIENCE

MAY 31, 2022 – PRESENT

HSE MANAGER, WHITETAIL OILFIELD SERVICES

Make site visits to ensure safety policies are being followed and make sure employees are up to date on qualifications and training.

FEBRUARY 4, 2020 – APRIL 5, 2022

SOURCING SPECIALIST, TAILING SERVICES (FORMERLY KNOWN AS STRANCO)

My responsibilities were to locate, get pricing, and purchase the materials and equipment needed.

NOVEMBER 15, 2018 – FEBRUARY 3, 2020

YARD FOREMAN, WHITETAIL OILFIELD SERVICES

I oversaw shipping and receiving and took care of the equipment in the yard.

JUNE 3, 2013 – NOVEMBER 7, 2018

ESTIMATING, STRANCO FIELD SERVICES

When I began at Stranco I worked in the shop cleaning equipment then I moved on to pulling equipment and staging jobs. From there I started Project Managing. During this time, I oversaw personnel, while also performing small hydro testing and torquing jobs at the shop. Then I went on to hydro testing and torquing in the field where I lead small crews in plants.

EDUCATION

MAY 1996

DIPLOMA, VANDEBILT CATHOLIC HIGH SCHOOL

I graduated with a 3.4 GPA at VCHS.

SKILLS

- Project management
- Problem-solving abilities
- People skills
- Self-Motivation
- Leadership skills
- Multitasking



Wednesday, December 14, 2022

Item Title:

Downtown Development Corporation

Item Summary:

Downtown Development Corporation: Three (3) expired terms. (One representing each of the following: Downtown Merchants, Convention and Visitors Bureau, and Arts and Humanities). Ms. Katherine Gilbert, representing the Convention and Visitors Bureau, submits application and resume for consideration.

ATTACHMENTS:

Description	Upload Date	Type
Term Expiration Notice	12/8/2022	Cover Memo
Notice to the Public	12/8/2022	Cover Memo
Application - Katherine Gilbert	12/8/2022	Cover Memo
Resume - Katherine Gilbert	12/8/2022	Cover Memo

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN



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

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

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggs@tpcg.org www.tpcg.org
October 4, 2022

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton *KH*
Assistant Council Clerk

RE: Term Expirations

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

→ Downtown Development	Patrick J. Davis (Downtown Mer.)	11-01-22
	Beulah Rodrigue (Par. Pres.)	11-01-22
	Leo Ledet (Par. Pres.)	11-01-22
	Lynn Ellzey (Convention Bureau)	11-01-22
	Brenda Babin (Keep Terr. Bea)	11-01-22
	Sharon Bergeron (EDAB/Council)	11-01-22
	Randy Roth (Arts & Humanities)	11-01-22
Children & Youth Services	Det. Lt. Jerry Bergeron	11-05-22
	Andrea Hayes	11-05-22
	Bernadette R. Pickett	11-05-22
	Joseph Harris, Jr.	11-16-22
	Wilfred Allridge, III	11-16-22
	Carolyn McNabb	11-16-22
Recreation District No. 10	Brent Rodrigue	11-08-22
Municipal Civil Service Board	Lanny Brunet (Fire)	11-29-22
	Chad Cunningham (Police)	11-29-22
Planning Commission	Wayne Thibodeaux	11-30-22
HACVB	Judy Smart (Hist./Cultural)	12-31-22
	Joshua Ellender	12-31-22
	Margie B. Scoby	12-31-22*
	Katherine Gilbert-Theriot	12-31-22
	Cheri Blanchard	12-31-22

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN

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



DISTRICT 2
CARL A. HARDING
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JOHN P. AMEDÉE
DISTRICT 6
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DISTRICT 8
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COUNCIL CLERK
TAMMY E. TRIGGS

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Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggs@tpcg.org www.tpcg.org

By copy of this memo, individuals interested in being re-appointed should email *Council Clerk Tammy Triggs* at ttriggs@tpcg.org or *Assistant Council Clerk Keith Hampton* khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out a new board application which can be found on the Terrebonne Parish website at tpcg.org. If you have any question, please feel free contact our office at (985) 873-6519.

/kh

cc: Council Agenda File
Organizations/Individuals

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 14, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 1 BOARD: One (1) expiring term on 01-14-23.

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

RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.

RECREATION DISTRICT NO. 5 BOARD: Two (2) expiring terms, one (1) on 12-26-22 and one (1) on 01-14-23.

RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 6 BOARD: Three (3) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 7 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 9 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 10 BOARD: Two (2) expiring terms on 01-01-23.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

BAYOU CANE FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

COTEAU FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

SCHRIEVER FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One (1) expiring term on 01-01-23.

CHILDREN AND YOUTH SERVICES BOARD: Five expiring terms, two (2) on 11-05-22 and three (3) on 11-16-22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and five (5) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

COASTAL ZONE MANAGEMENT: One (1) expired term on 10-31-22.

→ **DOWNTOWN DEVELOPMENT:** Three (3) expiring terms on 11-01-22. (One representing each of the following: Downtown Merchants, Convention and Visitors Bureau, and Arts and Humanities)

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-22.

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

PORT COMMISSION: Two (2) expiring terms on 12-31-22. (Each representing the Parish President)

911 COMMUNICATIONS DISTRICT: One (1) expiring terms on 12-31-22.

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

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's

webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, DECEMBER 12, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

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



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 11/30/2022

I, Katherine Gilbert, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 34 Texas Ave.,
(Address)

Houma, La . 70360, Telephone number is (985) 855-3834,
(City, State, and Zip Code)

and E-mail is ktheriot@tpeda.org, wish to qualify for appointment
as a member of the Downtown Development Corporation in Terrebonne Parish,
(Board/Committee/Commission)

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
34 Texas Ave., Houma, La. 70360 for 21 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 7.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No _____
(Recreation District)
and Council District No. _____.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Downtown Development Corporation.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
Downtown Development Corporation.
(Board/Committee/Commission)

F. Applicant is aware of the Downtown Development Corporation board
criteria and attendance requirements. (Board/Committee/Commission)
Yes _____ or No _____.

RECEIVED
DEC 02 2022

TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with Terrebonne Economic Development Authority
(Name of Employer)

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

H. Are you employed by any Federal, State, or Local Government? Yes or No.
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes or No. .

If yes, explain: My term on the HACVB ends Dec. 31, 2022.

J. Are you elected to any Federal, State, or Local Office? Yes or No.
If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes or No.
State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes or No
State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?
Yes or No

If yes, explain:

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

If yes, explain:

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

Yes or No

If yes, explain: _____ Rolling off the Houma Area Convention & Visitors Bureau Dec. 31, 2022. _____

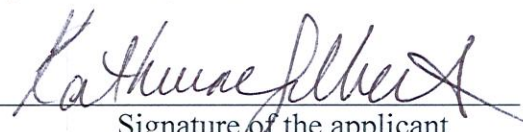
Applicant must complete and return this application **along with a copy of their resume** to:

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

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

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

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


Signature of the applicant

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

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

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

Revision Date: December 9, 2020

Katherine Gilbert, MSCED EcDMP

34 Texas Ave. Houma, LA 70360

985-223-2553/985-855-3834

Economic developer leveraging programs and assets for the benefit of the community's economy

Education

Clemson University, Texas Christian University, University of Alabama, University of Southern Mississippi
Master Practitioner, Advanced Economic Development Leadership Program 2019 graduate

University of Central Arkansas – Conway, Arkansas
Master of Science Degree, Community and Economic Development 2011 graduate

Louisiana State University in Shreveport – Shreveport, LA
Bachelor of Arts Degree, Mass Communications 1991 graduate

Memberships

Women's Business Alliance, Houma – secretary/communications chair; a returning member for 2015 reformation
Houma Area Convention & Visitors Bureau – member since 2014, including serving as president and vice president
International Economic Development Council – member since 2012
Houma Area Chamber of Commerce's Healthcare, Small Business and Development committees since 2018
Lafourche Assumption Terrebonne Workforce Investment Board – 2015
St. Matthew's Episcopal Church – on second three-year term as vestry member; also secretary of Episcopal Church Women and leader of shelter outreach project.

Work Experience

Terrebonne Economic Development Authority (TEDA) – Houma, LA November 2015-present
Director of Business Retention & Expansion

Achievements:

- Was awarded and currently administering a \$40,000 grant from Louisiana Economic Development for technical assistance to small businesses.
- Was awarded a \$14,000 grant from Chevron for a workforce training initiative in development.
- Was instrumental in organization receiving and administering a \$500,000 COVID-19 business recovery grant, which we quickly awarded to eligible small businesses to help them survive the pandemic.
- Recruited and facilitated Rebecca Development Site achieving Certified Retirement Community designation from the State of Louisiana, Office of Economic Development.
- Partnered with Houma Area Convention & Visitor's Bureau for Terrebonne Parish to gain Certified Retirement Community status from the State of Louisiana, Office of Culture and Tourism, detailing not only the parish's assets but also laying out a plan of action for marketing and promotion.
- Developed records retention policy (subsequently approved by the State of Louisiana) and working to complete its implementation for a decade of organizational records.
- Lobbied state officials to re-launch the Louisiana Contractors' Accreditation Institute and house/brand it as a Fletcher Technical Community College semi-annual distance learning program involving all Louisiana's community colleges. Effort successful; now in its third year statewide. (as of 2019)

Responsibilities:

- Meet with existing and startup businesses in Terrebonne Parish to help remove barriers to growth and development including accessing business incentives, identifying project sites, assisting in solving problems associated with governmental agencies, and other issues.
- Coordinate business-training opportunities in business software applications, import-export strategies available assistance programs and marketing/promotion.
- Develop and administer business-assistance programs and identify funding opportunities
- Build partnerships and alliances with local, regional, state and federal governmental and business-assistance organizations to benefit the parish and its assets.
- Served informally as organization administrator while organization conducted CEO search (2014-2015).

Terrebonne Parish Consolidated Government – Houma, LA
Economic Development Marketing Manager

April 2014-October 2015

Achievements:

- Cataloged Terrebonne Economic Development Authority's (TEDA's) prior years' documentation
- Re-established an economic development office to support existing business and recruit new enterprises – in 2014 that included outreach to 123 existing businesses, conducted 45 business-retention visits, executed 135 business-assistance units, counseled 35 startups/entrepreneurs; and facilitated two cooperative endeavor agreements to enhance two expanding business facilities.
- Created a relational business-retention database to catalog business-support meetings and efforts.
- Facilitated two cooperative endeavor agreements regarding ad valorem taxation for foreign trade zone designations to increase local company operations' competitiveness.
- Planned, coordinated and executed SparkFest 2015, a two-day entrepreneurship and startup event.
- Facilitated the creation of an advisory committee to update Terrebonne Economic Development Authority's enabling state legislation to address inefficiencies; continuing to see through the re-seating of the board and relaunch of the agency.
- Conducted a five-year update to the 2009 Ready Communities asset map and strategic plan.

Responsibilities:

Handling all activities of economic development office including but not limited to business retention and expansion, recruitment, and entrepreneurship while facilitating public board operations and supplementing agency operations. Also playing key role in the planning, re-staffing and reorganization of TEDA, including recruitment and supervision of an intern.

Jefferson Parish Economic Development Commission – Avondale, LA
Economic Development Specialist

April 2013-April 2014

Achievements:

Met such contract deliverables to the City of Kenner as:

- Conducted outreach to nearly 150 and met with 57 businesses in 2013;
- Marketed available commercial properties in the city; and
- Actively supported execution of the Kenner 2030 plan.

Responsibilities:

Executing a business recruitment and expansion strategy relative to the needs of the City of Kenner; interfacing with city leaders and departmental staff to identify solutions to businesses' problems; representing the city and business interests regarding expansion of the Louis Armstrong International Airport; serving as a member of the mayor's economic development committee; making public presentations; representing the city's interests with state and regional economic development agencies.

KGT Services – Houma, LA
Consultant (self-employed)

January 2013-April 2014

Achievements:

- Planned and executed grand opening event for new manufacturer in Terrebonne Parish which featured Gov. Bobby Jindal as speaker.
- Completed documentation to yield in \$12,500 tax credits and sales-tax rebates for the construction of a new insurance office.

Responsibilities:

Served clients in compiling applications for tax incentive, business assistance and grant programs, as well as administering the programs; planning and executing media, and customer relations and events; writing promotional materials; representing interests with government officials.

Terrebonne Economic Development Authority (TEDA) – Houma, LA
Business Retention & Expansion Director

May 2006-January 2013

Achievements:

- Collaborated with colleagues to write and execute grants to support business retention and expansion, totaling approximately \$9.5 million for infrastructure and business/technical assistance.
- Met with more than 1,000 companies in Terrebonne Parish, leading to 134 filings for business tax incentives with Louisiana Economic Development supporting the creation of 3,309 jobs and \$587,260,794 in private investment.
- Launched a job-posting web site to promote employment opportunities in Terrebonne Parish
- Conceived, executed and presented a survey project and action plan for Leadership Terrebonne focused on increasing transition of graduates into an active alumni organization.
- Assisted CEO in launching response efforts to the 2008 hurricane season and the Macondo spill; the latter effort included writing (working with the organization's grant writer) and launching a \$200,000 technical assistance grant program.
- Launched monthly electronic spotlight on business incentive and assistance programs.
- Worked with organization's grant writer for the successful award and execution of an 18-month hurricane recovery grant from the Louisiana Recovery Authority and Louisiana Economic Development from Hurricanes Katrina/Rita for \$180,000. In the program, TEDA delivered 741 service units to 328 clients.
- Led committee work for Houma to gain Louisiana Development Ready Community designation in its pilot program.
- Assisted in coordination of issuance of \$5 million in Go Zone Industrial Revenue Bonds for Buquet Distribution, TEDA's first bond issuance.

Responsibilities:

- Lead agency's business-retention and expansion services, including coordination of subordinate staff member and intern, and working within a prescribed budget.
- Terrebonne Parish businesses in removing barriers to growth and development, including accessing business incentives, identifying project sites, assisting in solving problems associated with governmental agencies, and other issues.
- Coordinated business-training opportunities in business software applications, import-export strategies and topics, and programs available to expanding companies.
- Worked to build partnerships and alliances with local, regional, state and federal governmental and business-assistance organizations.
- Marketed Terrebonne Parish, its economy, businesses and TEDA at various tradeshow and conferences such as the Offshore Technology Conference, International Workboat Show and Clean Economy Development Center Forum.
- Administered Terrebonne Economic Development Authority's Revolving Loan Fund, including marketing the fund to financial partners and applicants, coordinating loan review and executing and managing funded loans.



Wednesday, December 14, 2022

Item Title:

Port Commission

Item Summary:

Terrebonne Parish Port Commission: Two (2) expiring terms on 12-31-22. (Each representing the Parish President). Parish President Gordon E. Dove recommends ratification of his appointment of Mr. Jacob Brown and his re-appointment of Mr. Dan Davis.

ATTACHMENTS:

Description	Upload Date	Type
Term Expiration Notice	12/8/2022	Cover Memo
Notice to the Public	12/8/2022	Cover Memo
Application - F. Jacob Brown	12/8/2022	Cover Memo
Resume - F. Jacob Brown	12/8/2022	Cover Memo
Recommendation Letter	12/8/2022	Cover Memo
Application - Dan Davis	12/8/2022	Cover Memo
Resume - Dan Davis	12/8/2022	Cover Memo
Letter of Interest - Dan Davis	12/8/2022	Cover Memo
Recommendation Letter	12/8/2022	Cover Memo



DISTRICT 1
JOHN NAVY
DISTRICT 3
GERALD MICHEL
DISTRICT 5
JESSICA DOMANGUE
DISTRICT 7
DANIEL BABIN
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Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggss@tpcg.org www.tpcg.org

November 14, 2022

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton
Assistant Council Clerk *KH*

RE: Term Expirations

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

Recreation District No. 1	Teri Chatagnier	12-03-22
Recreation District No. 10	Travis Malbrough	12-18-22
Houma-Terrebonne Public Trust Finance	John A. Campbell	12-18-22
	Randal Bernard	12-26-22
	Bobbie Howard	12-26-22
Recreation District No. 5	Kurt L. Charpentier	12-26-22
→ Port Commission	Andrew Blanchard (Par. Pres)	12-31-22
	Dan Davis (Par. Pres.)	12-31-22
911 Communications District	Toby Henry (Fire Chief Assoc.)	12-31-22
	Sgt. Neil Abbott (HPD)	12-31-22
	Bryan Chaisson (S. Terrebonne)	12-31-22
	Perry Szush (Medical Services)	12-31-22

By copy of this memo, individuals interested in being re-appointed should email *Council Clerk Tammy Triggs* at ttriggss@tpcg.org or *Assistant Council Clerk Keith Hampton* khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out a new board application which can be found on the Terrebonne Parish website at tpcg.org. If you have any question, please feel free contact our office at (985) 873-6519.

/kh

cc: Council Agenda File
Organizations/Individuals

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 14, 2022, Regular Session** meeting the following vacancies and appointments:

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

RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.

RECREATION DISTRICT NO. 5 BOARD: Two (2) expiring terms, one (1) on 12-26-22 and one (1) on 01-14-23.

RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 6 BOARD: Three (3) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 7 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 9 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 10 BOARD: Two (2) expiring terms on 01-01-23.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

BAYOU CANE FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

COTEAU FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

SCHRIEVER FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One (1) expiring term on 01-01-23.

CHILDREN AND YOUTH SERVICES BOARD: Five expiring terms, two (2) on 11-05-22 and three (3) on 11-16-22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and five (5) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

COASTAL ZONE MANAGEMENT: One (1) expired term on 10-31-22.

DOWNTOWN DEVELOPMENT: Three (3) expiring terms on 11-01-22. (One representing each of the following: Downtown Merchants, Convention and Visitors Bureau, and Arts and Humanities)

MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-22.

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

→ **PORT COMMISSION:** Two (2) expiring terms on 12-31-22. (Each representing the Parish President)

911 COMMUNICATIONS DISTRICT: One (1) expiring terms on 12-31-22.

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

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's

webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, DECEMBER 12, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 12/1/2022

I, F. Jacob Brown, of full majority age, whose primary
(Applicant's Name)
residence and permanent mailing address is 224 Brighton Loop,
(Address)
Houma, LA 70360, Telephone number is (985) 226-8593,
(City, State, and Zip Code)
and E-mail is jbrownmarine@gmail.com, wish to qualify for appointment
as a member of the Port Commission in Terrebonne Parish,
(Board/Committee/Commission)

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
224 Brighton Loop Houma, LA 70360 for 5 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

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

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner taxpayer of Bayou Cane
(Fire District)
and Council District No. 6.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the Yes No
(Recreation District)
and Council District No. .

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of Port Commission
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
Port Commission
(Board/Committee/Commission)

F. Applicant is aware of the Port Commission board criteria and
attendance requirements. (Board/Committee/Commission)
Yes X or No .

G. Applicant affirms that his/her employment with Enterprise Products
(Name of Employer)

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

H. Are you employed by any Federal, State, or Local Government? Yes ___ or No X
State job duties and responsibilities:

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?
Yes ___ or No X

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes ___ or No X

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes ___ or No X

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes ___ or No X

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes ___ or No X

If yes, explain:

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes ___ or No X

If yes, explain:

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

Yes _____ or No X

If yes, explain: _____

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

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

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

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

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

F. Jacob Brown

Signature of the applicant

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

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

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

Revision Date: _____

Jacob Brown

224 Brighton Loop
Houma, Louisiana 70360

jbrownmarine@gmail.com
(985) 226-8593 Cell

Objective Strategic business leader with director-level management experience and an extensive marine transportation background, seeking to provide executive and board-level management experience to an organization.

Work

Experience

Enterprise Marine Services - Houma, Louisiana 2016-Present
Director, Marine Maintenance, New Construction and Shipyard Operations

- Responsible for the oversight of 235 marine assets, including towing vessels and tank barges, for one of the marine services division of one of the largest midstream energy partnerships in the United States.
- Manage a staff of 150 employees, including shoreside support staff for vessel and barge maintenance division, shipyard and gas free division, and mechanic and technician division
- Manage annual repair and sustaining capital budgets in excess of 35MM
- Manage all aspects of new construction, including financial modeling, contract negotiation, engineering and specification review, and project oversight
- Maintain direct responsibility for Shipyard and Gas Free Operations, P&L statements, budgets, capital expenditures, and commercial third-party activities
- Facility oversight of four fleeting locations, including all related employees and contractors, maintenance of bulkheads, dredging, ground stability, mooring pylons, utilities, offices, and fabrication buildings
- Establish and maintain strategic key relationships with regulatory agents, vendors, and commercial contacts
- Work closely with executive management to review and manage marine transportation P&L, operational and commercial strategies, and business process improvements
- Report regularly to C-level executives and board members
- Attend business commercial functions and interact with customers for business development purposes
- Commercial and contractual experience in acquisition and divestiture of assets
- Experience in leading of a large group of diverse individuals, navigating HR relations, and motivating individuals

Enterprise Marine Services - Houma, Louisiana 2015-2016
Manager, Barge Maintenance and Repair

- Managed a fleet of 160 tank barges, including 30K DL cargo barges, heated product barges, and LPG barges
- Managed a staff of Port Engineers
- Performed equipment surveys for job planning and budgeting purposes
- Served as incident lead during emergency response efforts
- Established and maintained working relationships with US Coast Guard and ABS
- Provided new construction oversight during barge construction
- Implemented changes to best practices in relation to barge operation and design

- through a Management of Change (MOC) process
- Created and reviewed incident investigation documents for vetting purposes
- Completed TBSIP inspections and attended USCG meetings
- Worked with marine surveyors for asset damage and incident documentation while working closely with internal legal, risk and claims functions

Enterprise Marine Services - Houma, Louisiana

Port Engineer (Boats and Barges)

2011-2015

- Managed fifteen assigned tugs and thirty barges
- Coordinated unscheduled repairs to minimize loss of revenue and cost of repairs
- Maintained contact with contractors to ensure quality and timeliness of repairs
- Investigated machinery causalities and advised vessel crews of operating procedures
- Formulated vessel budgets, maintenance schedules, and AFE's
- Project Manager for scheduled maintenance projects related to vessel and barge dry dockings
- Actively involved in new construction committee and construction oversight as needed
- Developed and implemented maintenance procedures
- Performed surveys of tugs and barges for scheduled and unscheduled repairs
- Performed TBSIP inspections for USCG COI renewals

Enterprise Marine Services - Houma, Louisiana

Maintenance Planner

2010-2011

- Developed and implemented computer-based maintenance systems
- Scheduled maintenance and filtered calls for day-to-day repairs.
- Assisted Maintenance Management with daily tasks.
- Created and maintained ten-year dry dock and major mechanical schedule for vessels.

Cenac Offshore - Amelia, Louisiana

Operations Assistant

2007-2010

**Education
Training
Certifications**

- Bachelors of Business Administration
Nicholls State University
Thibodaux, Louisiana
- Central Catholic High School
Morgan City, Louisiana
- Certified Marine Surveyor - ACMS (Tugs and Tank Barges)
- USCG Tank Barge Streamlined Inspection Program Qualification (TBSIP Inspector)
- Media Relations Training
- Qualified Individual Training – National Incident Management System
ICS-100 ICS-200
- 2020 Waterways Journal IMX 40 Under 40 Award



GORDON E. DOVE
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097



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

December 1, 2022

Mrs. Tammy Triggs
Terrebonne Parish Council Clerk
8026 Main Street, Suite 600
Houma, LA 70360

RE: Re-Appointment to Terrebonne Port Commission Board of Commissioners

Dear Council Members:

Please accept my recommendation for the re-appointment of Mr. Jacob Brown to the Terrebonne Port Commission Board of Commissioners. I respectfully request your ratification for the re-appointment of Mr. Brown.

Respectfully,

A handwritten signature in black ink, appearing to read "Gordon E. Dove", with a long, sweeping flourish extending to the right.

Gordon E. Dove
Parish President

Cc: Council Reading File
Administration Reading File



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 11-28-22

I, DAN H. DAVIS, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 1607 CORAL DR.
(Address)

HOUMA LA 70360, Telephone number is 985 637-5127
(City, State, and Zip Code)

and E-mail is dandavis@oi.expert, wish to qualify for appointment

as a member of the Terrebonne Port Commission in Terrebonne Parish,
(Board/Committee/Commission)

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
1607 CORAL DR HOUMA for 69 consecutive
years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

SAME 44
Applicant affirms he/she is a registered voter of Terrebonne Parish and resides in Council
District No. 4.

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of
_____ (Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant
affirms that he/she is a resident of the _____ Yes _____ No
_____ (Recreation District)
and Council District No. _____.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any
personal economic benefit¹ by serving as a member of
TERRE PORT COMMISSION.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on

TERRE PORT COMMISSION
(Board/Committee/Commission)

F. Applicant is aware of the TERREBONNE DIST COURT board criteria and attendance requirements. (Board/Committee/Commission)

Yes or No

G. Applicant affirms that his/her employment with

OLIVIER INTERNATIONAL (Name of Employer)

HOUMA, LA

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

H. Are you employed by any Federal, State, or Local Government? Yes or No
State job duties and responsibilities:

-

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee? Yes or No

If yes, explain:

TERREBONNE LEVEL AND CONSERVATION DISTRICT

J. Are you elected to any Federal, State, or Local Office? Yes or No
If yes, explain:

-

K. Are you a Judge, employee, or agent of any Court System? Yes or No

State job duties and responsibilities:

-

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes or No
State job duties and responsibilities:

-

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes or No

If yes, explain:

-

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes or No

If yes, explain:

-

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

Yes or No

If yes, explain:

TERREBOUNE PORT COMMISSION
TERREBOUNE LEVEE AND CONSERVATION DIST.

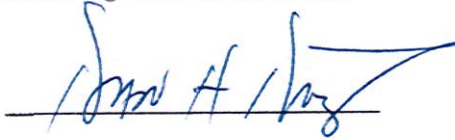
Applicant must complete and return this application along with a copy of their resume to:

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

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

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

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



Signature of the applicant

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

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

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

Revision Date: December 9, 2020

Dan H. Davis

(985) 637-5127

1607 Coral Dr., Houma, LA 70360

Objective:

Highly motivated, organized, energetic and articulate professional seeking appointment to Terrebonne Levee & Conservation District.

Experience:

Account Executive 2001 – Present

Olivier International

Marlin Services – Houma, LA

A&B Valve and Piping Systems, L.P. – Houma, LA

Reliable Onshore Services – Houma, LA

Presently handle accounts of over 100 local companies including production and fabrication

Land Management, Lease Associate, Wetlands Patrolman, Guide 1988 – 2001

Louisiana Land & Exploration Co./Burlington Resources – Houma, LA

Handled all surface leases including waterfowl and alligator on 600,000 acres of land.

Store Manager 1982 – 1988

Dan D's Sporting Goods Store – Houma, LA

Managed all purchasing, sales and advertising of local store.

Licensed Embalmer/Funeral Director/Life Insurance Sales 1972 – 1982

Chauvin Funeral Home – Houma, LA

Master of Ceremonies – Auctioneer 1985 - Present

Various organizations and events

Education:

1971 Terrebonne High School graduate

1973 Commonwealth College of Science, Houston, TX – Degree Mortuary Science

1978 LUTC – Life Insurance Training Course

2005 LSU Cooperative Education Wildlife Management Course

2012 Licensed Weighmaster with Louisiana Department of Agriculture

Professional Memberships:

La. Dept. of Wildlife & Fisheries – Former Chairman

Terrebonne Port Commission- Since 2004 – Former President

Magnolia Cemetery Association – Since 1974 – Currently Vice President

Dularge Hunting Club – Since 1969 – Currently Secretary/Treasurer

South Central Industrial Association – Since 2001 – Finance Committee member

Krewe of Hercules – Since 2001 – 2011 Board of Directors

Houma Oilman's Golf Tournament – Since 2002 – Board of Directors

Houma Oilman's Fishing Tournament – Since 2001 – Board of Directors

La. Dept. of Wildlife & Fisheries – Alligator Advisory Council – Since 1994 – Vice Chair

La. Dept. of Wildlife & Fisheries – Fur Advisory Council – 1994 - 2010 – Council Member

Ducks Unlimited – Since 1995 – Houma Chapter Committee and Auctioneer
Louisiana Trappers & Alligator Hunter Association – Since 2000 – Member
National Trappers Association – Since 2000 – Member
Terrebonne Sportsmen League – Since 1974 – Member
Coastal Conservation Association – Since 1984 – Member/Auctioneer

Past Memberships:

First Methodist Church – Administrative Board
Delta Waterfowl – Banquet Committee/Auctioneer
Louisiana Alligator Coop – Secretary
Babe Ruth World Series Host Committee 1990, 1992, 1998

Volunteer Auctioneer for:

Cerebral Palsy of Louisiana
Terrebonne Livestock Association
Rotary Club
American Heart Association
Susan Komen Breast Cancer Foundation
Terrebonne Arts and Humanities Council
District Attorney's Children's Advocacy Center
Houma Oilman's Sporting Clay Association
Terrebonne Wetlands Discovery Center
Leonard J. Chabert Hospital

Presently involved in many community events that help promote Terrebonne Parish. I have been involved with local media outlets (radio & television) – commercials and movie production. Helped collaborate with Terrebonne Waterlife Museum to complete the trapping history display.

Born and raised in Terrebonne. I am personally involved in coastal erosion issues. Understands South Louisiana problems concerning hydrolics and land degradation. Loss of wetlands is one of our most important issues.

Involved in the business community and am aware of Terrebonne's needs. Economic development and diversification are highly important. I work well with other parish leaders for the betterment of Houma.

References:

- 1) Gordon Dove – Terrebonne Parish President
 - 2) Senator Norby Chabert – State of Louisiana
 - 3) Sheriff Jerry J. Larpenter – Terrebonne Parish
 - 4) District Attorney Joe Waitz – Terrebonne Parish
-

Tammy Triggs

From: Dan Davis <dandavis@oi.expert>
Sent: Wednesday, December 7, 2022 8:05 AM
To: Tammy Triggs
Subject: Fwd: Reappointment

External Sender

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

Sure would appreciate if you could distribute to all council members !
Hope you have a great day ! Thx in advance Dan

Dan Davis | Business Development
[985.637.5127](tel:985.637.5127) (C) | dandavis@oi.expert
227 Clendenning Road, Houma, LA 70363
P.O. Box 9056, Houma, LA 70361



Begin forwarded message:

From: Dan Davis <dandavis@oi.expert>
Date: December 7, 2022 at 7:58:03 AM CST
To: Councilman Darrin Guidry <dwguidry@tpcg.org>
Subject: Reappointment

Council Members
(Upcoming Agenda Item)
Good morning,

Hope all is well. Just wanted to compile a short note regarding my reappointment to the Terrebonne Port Commission.

After serving over 18 years, I sincerely appreciate your consideration to remain on the Commission. Throughout my tenure , we've seen continuing growth and economic development opportunities in the Port.

I would like to be a part of the remarkable success regarding asset management and job creation. Terrebonne Parish has had a tough couple years but our resiliency has always persevered .

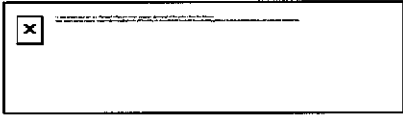
Again thanks for your continuing concern and hope you will all support my desire to remain a part of a great group.

Dan Davis | Business Development
[985.637.5127](tel:985.637.5127) (C) | dandavis@oi.expert



227 Clendenning Road, Houma, LA 70363

P.O. Box 9056, Houma, LA 70361





GORDON E. DOVE
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097



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

November 29, 2022

Mrs. Tammy Triggs
Terrebonne Parish Council Clerk
8026 Main Street, Suite 600
Houma, LA 70360

RE: Re-Appointment to Terrebonne Port Commission Board of Commissioners

Dear Council Members:

Please accept my recommendation for the re-appointment of Mr. Dan Davis to the Terrebonne Port Commission Board of Commissioners. I respectfully request your ratification for the re-appointment of Mr. Davis.

Respectfully,

A handwritten signature in blue ink, appearing to read "Gordon E. Dove".

Gordon E. Dove
Parish President

Cc: Council Reading File
Administration Reading File



Wednesday, December 14, 2022

Item Title:

Municipal Fire and Police Civil Service Board

Item Summary:

Municipal Fire and Police Civil Service Board: One (1) expired term representing the Houma Police Department. Mr. Chad Cunningham expresses his interest in being reappointed.

ATTACHMENTS:

Description	Upload Date	Type
Term Expiration Notice	12/8/2022	Cover Memo
Notice to the Public	12/8/2022	Cover Memo
Application- Chad Cunningham	12/8/2022	Cover Memo
Resume - Chad Cunningham	12/8/2022	Cover Memo

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN



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

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

Post Office Box 2768 • Houma, LA 70361
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360
Telephone: (985) 873-6519 • FAX: (985) 873-6521
ttriggs@tpcg.org www.tpcg.org
October 4, 2022

MEMO TO: Tammy E. Triggs
Council Clerk

FROM: Keith Hampton *KH*
Assistant Council Clerk

RE: Term Expirations

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

Downtown Development	Patrick J. Davis (Downtown Mer.)	11-01-22
	Beulah Rodrigue (Par. Pres.)	11-01-22
	Leo Ledet (Par. Pres.)	11-01-22
	Lynn Ellzey (Convention Bureau)	11-01-22
	Brenda Babin (Keep Terr. Bea)	11-01-22
	Sharon Bergeron (EDAB/Council)	11-01-22
	Randy Roth (Arts & Humanities)	11-01-22
Children & Youth Services	Det. Lt. Jerry Bergeron	11-05-22
	Andrea Hayes	11-05-22
	Bernadette R. Pickett	11-05-22
	Joseph Harris, Jr.	11-16-22
	Wilfred Allridge, III	11-16-22
	Carolyn McNabb	11-16-22
Recreation District No. 10	Brent Rodrigue	11-08-22
→ Municipal Civil Service Board	Lanny Brunet (Fire)	11-29-22
	Chad Cunningham (Police)	11-29-22
Planning Commission	Wayne Thibodeaux	11-30-22
HACVB	Judy Smart (Hist./Cultural)	12-31-22
	Joshua Ellender	12-31-22
	Margie B. Scoby	12-31-22*
	Katherine Gilbert-Theriot	12-31-22
	Cheri Blanchard	12-31-22

DARRIN W. GUIDRY, SR., CHAIRMAN

JESSICA DOMANGUE, VICE-CHAIRWOMAN

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



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

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

By copy of this memo, individuals interested in being re-appointed should email *Council Clerk Tammy Triggs* at ttriggs@tpcg.org or *Assistant Council Clerk Keith Hampton* khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions *prior to the term expiration date*. All applicants are required to fill out a new board application which can be found on the Terrebonne Parish website at tpcg.org. If you have any question, please feel free contact our office at (985) 873-6519.

/kh
cc: Council Agenda File
Organizations/Individuals

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 14, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 1 BOARD: One (1) expiring term on 01-14-23.

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

RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.

RECREATION DISTRICT NO. 5 BOARD: Two (2) expiring terms, one (1) on 12-26-22 and one (1) on 01-14-23.

RECREATION DISTRICT NO. 6 BOARD: One (1) vacancy and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 6 BOARD: Three (3) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 7 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 9 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 10 BOARD: Two (2) expiring terms on 01-01-23.

BAYOU BLUE FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

BAYOU CANE FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

COTEAU FIRE PROTECTION DISTRICT BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

SCHRIEVER FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One (1) expiring term on 01-01-23.

CHILDREN AND YOUTH SERVICES BOARD: Five expiring terms, two (2) on 11-05-22 and three (3) on 11-16-22 (Each representing one of the following: Social Services, Terrebonne Parish Juvenile Justice, Education and Terrebonne Parish District Attorney), one (1) vacancy (representing Bayou Area Children Foundation) due to a resignation and five (5) expired terms (One representing each of the following: City Court, Office of Juvenile Justice, Gulf Coast Teaching and Family Services, Terrebonne Parish Sheriff's Office and Houma Police Department representative).

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

COASTAL ZONE MANAGEMENT: One (1) expired term on 10-31-22.

DOWNTOWN DEVELOPMENT: Three (3) expiring terms on 11-01-22. (One representing each of the following: Downtown Merchants, Convention and Visitors Bureau, and Arts and Humanities)

→ **MUNICIPAL CIVIL SERVICE BOARD:** One (1) expiring term on 11-29-22.

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

PORT COMMISSION: Two (2) expiring terms on 12-31-22. (Each representing the Parish President)

911 COMMUNICATIONS DISTRICT: One (1) expiring terms on 12-31-22.

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

Anyone nominating an individual or interested in serving on these boards should contact the Council Clerk's Office (985-873-6519) or council@tpcg.org. Applicants should download and complete the application on the Parish's

webpage at <http://www.tpcg.org> under the Boards, Committees, and Commissions tab. The completed application should be returned to the Council Clerk's Office no later than 4:00 p.m. on the **MONDAY, DECEMBER 12, 2022**. A brief résumé and/or letter of interest in serving should also be submitted.

TAMMY TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL



TERREBONNE PARISH BOARDS, COMMITTEES, AND COMMISSIONS
APPLICATION FORM

DATE: 12-6-22

I, Chad Cunningham, of full majority age, whose primary
(Applicant's Name)

residence and permanent mailing address is 3036 Springfield Dr.,
(Address)

Houma, LA 70360, Telephone number is (985) 3605098,
(City, State, and Zip Code)

and E-mail is ccunningham@TRG.org, wish to qualify for appointment
The Houma Municipal Fire and Police
as a member of the Civil Service Board in Terrebonne Parish,
(Board/Committee/Commission)

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

A. Applicant has maintained his/her primary residence in Terrebonne Parish at
3036 Springfield Dr. for 7 consecutive years.
(Primary residential address, City, State, Zip Code) (No. of yrs.)

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

B. If applying for membership as a member of a Fire Protection District Board, applicant
affirms that he/she is a resident property owner/taxpayer of _____
(Fire District)
and Council District No. _____.

C. If applying for membership as a member of a Recreation District Board, applicant affirms
that he/she is a resident of the _____ Yes _____ No _____
(Recreation District)
and Council District No. _____.

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

To the best of his/her knowledge, applicant affirms that he/she will not receive any personal
economic benefit¹ by serving as a member of The Houma Municipal Fire and Police
Civil Service Board.
(Board/Committee/Commission)

E. To the best of his/her knowledge, no member of the applicant's immediate² family will
receive any personal economic benefit¹ from his/her service on
The Houma Municipal Fire and Police Civil Service Board.
(Board/Committee/Commission)

F. Applicant is aware of the Houma Municipal Fire and Police
Civil Service Board board criteria and
attendance requirements. (Board/Committee/Commission)

Yes or No _____.

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DEC 08 2022

TERREBONNE PARISH
COUNCIL

G. Applicant affirms that his/her employment with Houma Police Department
(Name of Employer)

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

H. Are you employed by any Federal, State, or Local Government? Yes or No.

State job duties and responsibilities:

Police officer

I. Are you appointed to any Federal, State, or Local Board/Commission/Committee?

Yes or No.

If yes, explain:

J. Are you elected to any Federal, State, or Local Office? Yes or No.

If yes, explain:

K. Are you a Judge, employee, or agent of any Court System? Yes or No.

State job duties and responsibilities:

L. Are you a Sheriff, Deputy Sheriff, Assessor or employed by the Assessor, Clerk of Court or employed by the Clerk of Court Office? Yes or No

State job duties and responsibilities:

M. Are you currently under and have taken the Oath of Office and/or posted a bond?

Yes or No

If yes, explain:

won the election for Police Representative of the ^{municipal fire and} Houma Police
Civil Service Board, took oath at the clerk of courts
office in Terrebonne Parish

N. Have you served as an Elected Official or Parish Agency Head within the last two years?

Yes or No

If yes, explain:

Served as the Police Representative for
the past 3 years with the Houma municipal fire and Police Civil
Service Board

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

Yes or No

If yes, explain: Past 3 years As The Police Representative with the Houma Municipal Fire and Police Civil Service Board.

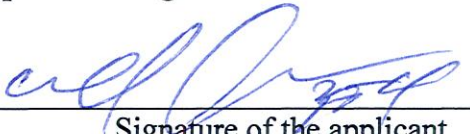
Applicant must complete and return this application **along with a copy of their resume** to:

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

New Applicants should submit their application by **9:00 a.m. the Friday prior to the Regular Council Session**. New applicants can view the list of meeting dates on the Parish website tpcg.org.

Individuals interested in being re-appointed should email **Council Clerk Tammy Triggs** at ttriggs@tpcg.org or **Assistant Council Clerk Keith Hampton** at khampton@tpcg.org to express their wishes with regards to (re)appointment to said positions.

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



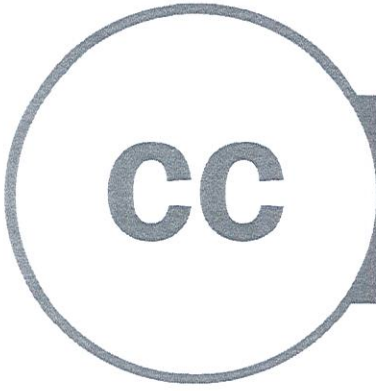
(Signature of the applicant)

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

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

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

Revision Date: September 2, 2022



CHAD CUNNINGHAM

3036 SPRINGFIELD DRIVE, HOUMA LA
985-360-5098 CHAD_IN_BLUE@YAHOO.COM

EXPERIENCE

CRIME SCENE INVESTIGATOR

HOUMA POLICE DEPARTMENT March 2015-Present
To document and investigate crime scene of large-scale incidents including but not limited to Homicide, Suicide, Rape, Burglary, and computer crime. To attend and document autopsies. To produce detailed reports of cases. To testify in court on previously investigated crime scene.

EVIDENCE CUSTODIAN

HOUMA POLICE DEPARTMENT March 2015-Present
Intaking evidence from officers. To securely store and maintain evidence. To transport evidence for processing. To testify as to chain of custody and present evidence at trials. To conduct court approved destructions of evidence.

POLICE OFFICER, CAR PATROL

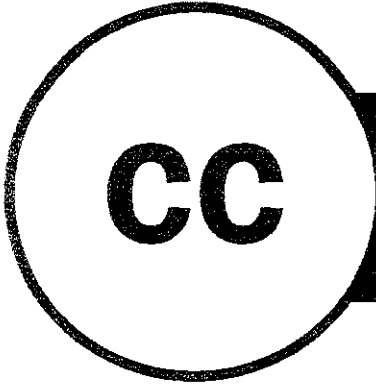
HOUMA POLICE DEPARTMENT August 2012- March 2015
Handle a wide variety of complaints. Provide assistance to the public. Enforce criminal laws. Produce detailed reports of cases. Create resolution and uphold peace in the community. Maintain composure under high stress situations. Investigate crimes and make lawful arrest as needed.

SERGEANT, ASSISTANT SHIFT SUPERVISOR

Terrebonne Parish Sheriff's Office August 2010-August 2012
Run shift in absence of Lieutenant. Supervise daily shift activities. Monitor radio traffic. Aid deputies in problem solving. Hold training classes. Handle complaints. Determine need for

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COUNCIL



CHAD CUMMINGS

3033 SPRINGFIELD DRIVE, HOUMA LA
935-360-5133 CHAD IN BLUE@YAHOO.COM

specialized divisions on complaints. Assist in employee evaluations. Monitor and document violation of shift and department policy. Approve reports.

CORPORAL, ASSISTANT SHIFT SUPERVISOR

Terrebonne Parish Sheriff's Office

July 2009-July 2010

Handle advice calls. Assist deputies on complains. Guide deputies in matters of moral and ethical decision making. Proof reports for detail and accuracy. Run shift as needed.

DEPUTY, PATROL OFFICER

Terrebonne Parish Sheriff's Office

December 2004-June 2009

Handle a wide variety of complaints. Provide assistance to the public. Enforce criminal laws. Produce detailed reports of cases. Create resolution and uphold peace in the community. Maintain composure under high stress situations. Investigate crimes and make lawful arrest as needed.

DEPUTY, BAILIFF

Terrebonne Parish Sheriff's Office

2009 June 2004-November 2004

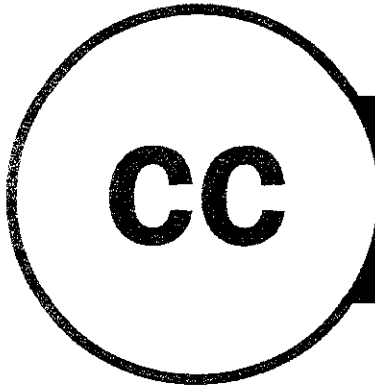
Maintain order in courtroom as well as public safety. Transfer criminals for processing. Execute warrants.

DEPUTY, CORRECTIONS OFFICER

Terrebonne Parish Sheriff's Office

July 2001-May 2004

Responsible for the care, custody, and control of incarcerated inmates within a jail setting. Fingerprint inmates during booking



CHAD GUERIN

8026 SPRINGFIELD DRIVE, HOUMA, LA
985-869-5138 CHAD@YAHOO.COM

process. Log daily activities in detail. Transport inmates outside of jail setting.

EDUCATION

HIGH SCHOOL DIPLOMA • YEAR 2000 • H.L. BOURGEOIS

LEVEL I PEACE OFFICER

Basic firearms, patrol rifle, shotgun, taser, pepper spray, straight baton, PR24 baton, MDTS, EVOC driving, radar, CPR, Intoxilyzer 5000 and 9000, SFST. (2) Interview and Interrogation trainings, Crime Scene Investigation Phase I and II, Shooting Reconstruction, 3D Camera Training, LAIAI 72 and 73 conference, FBI DIVERT, Forensic Pathology for investigators, Child Death Investigations, Forensic Autopsy, Alternate Light Source and Photography.

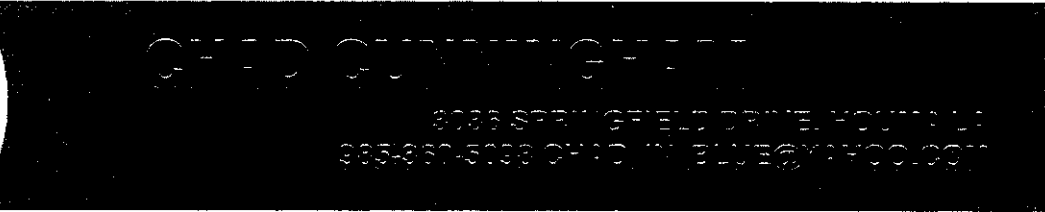
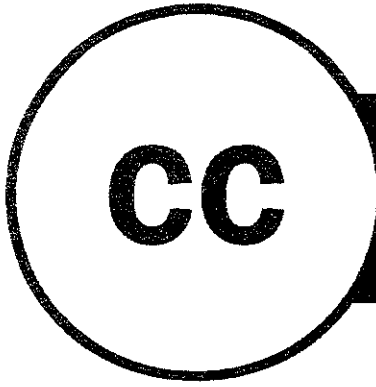
VOLUNTEER EXPERIENCE OR LEADERSHIP

2017-2021 • Sergeant at Arms for the **LA-IAI-Louisiana Division of the International Association for Identification**

2021-2022 • 2nd Vice President for the **LA-IAI-Louisiana Division of the International Association for Identification**

2021-2022 • 1st Vice President for the **LA-IAI-Louisiana Division of the International Association for Identification**

2019-Present • Civil Service board member for the **Houma Municipal Fire and Police Civil Service Board.**



2021-Present • Vice Chairperson for the Houma Municipal Fire and Police Civil Service Board.



Wednesday, December 14, 2022

Item Title:

Notice to the Public

Item Summary:

RECREATION DISTRICT NO. 1 BOARD: One (1) expiring term on 01-14-23.

RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.

RECREATION DISTRICT NO. 5 BOARD: One (1) expiring term on 12-26-22 and one (1) on 01-14-23.

FIRE PROTECTION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 5 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 6 BOARD: Three (3) expiring terms on 01-01-23.

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FIRE PROTECTION DISTRICT NO. 8 BOARD: Two (2) expiring terms on 01-01-23 and one (1) expired term.

FIRE PROTECTION DISTRICT NO. 9 BOARD: Two (2) expiring terms on 01-01-23.

FIRE PROTECTION DISTRICT NO. 10 BOARD: Two (2) expiring terms on 01-01-23.

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SCHRIEVER FIRE PROTECTION DISTRICT BOARD: Three (3) expiring terms on 01-01-23.

VILLAGE EAST FIRE PROTECTION DISTRICT BOARD: One (1) expiring terms on 01-01-23.

CHILDREN AND YOUTH SERVICES BOARD: Five (5) expired terms.

TERREBONNE PARISH TREE BOARD: Three (3) vacancies due to resignations.

DOWNTOWN DEVELOPMENT CORPORATION: Two (2) expired terms. (One representing each of the following: Downtown Merchants, and Arts and Humanities).

HOUMA - TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

TEDA: Three (3) expired terms.

ATTACHMENTS:

Description

Notice to the Public

Upload Date

12/6/2022

Type

Cover Memo

“NOTICE TO THE PUBLIC”

The Terrebonne Parish Council is seeking individuals to serve on various boards, committees, and commissions designed to maintain and improve the quality of life in our community. The agencies in need of members are governmental or quasi-governmental organizations that require people who are familiar with each agency and are willing to give of their time and talents. The Parish Council will consider at its **DECEMBER 14, 2022, Regular Session** meeting the following vacancies and appointments:

RECREATION DISTRICT NO. 1 BOARD: One (1) expiring term on 01-14-23.

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RECREATION DISTRICT NO. 4 BOARD: Two (2) expiring terms on 01-29-23.

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MUNICIPAL CIVIL SERVICE BOARD: One (1) expiring term on 11-29-22.

HOUMA – TERREBONNE PUBLIC TRUST FINANCE: Two (2) expiring terms, one (1) on 12-18-22 and one (1) on 12-26-22.

PORT COMMISSION: Two (2) expiring terms on 12-31-22. (Each representing the Parish President)

911 COMMUNICATIONS DISTRICT: One (1) expiring terms on 12-31-22.

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



Wednesday, December 14, 2022

Item Title:

Milford and Associates, Inc.

Item Summary:

Milford and Associates, Inc.

ATTACHMENTS:

Description

Milford and Associates, Inc.

Upload Date

12/6/2022

Type

Report

PROJECT STATUS REPORT (VIA EMAIL khampton@tpcg.org)

December 14, 2022

1. PROJECT: COUNCIL DISTRICT 5

a. Parish Project No.: 20-ROAD-54

b. Title: PAVEMENT MARKINGS

PROJECT "PHASE 1B"

2. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement 5-OCT-20

b. Type (Hourly, Lump Sum, %) "LUMP SUM" & %

c. Total Fees (Basic Services) \$58,800.00

3. PLAN AND PREPARATION STATUS:

a. Study and Reports (%) 100%

b. Preliminary Design (%) 100%

c. Final Design (%) 100%

d. Bidding and Negotiating (%) 100%

e. Construction Admin (%) 0%

f. Estimated Bid Date 14JUN22

g. Estimated Cost of Construction \$217,000.00

4. CONSTRUCTION STATUS:

a. Actual Bid Date 22SEP22

b. Contractor

c. Contract Amount \$280,793.00

d. Work Order Issued

e. Total Contract Time (Calendar Days)

f. Scheduled Completion Date

g. Time Elapse Days (%)

h. Project Complete (%)

i. Estimates Paid to Date (\$)

j. Date of Substantial Completion

5. PROJECT COORDINATOR: MILFORD & ASSOCIATES, INC.

6. REMARKS: PREPARING NOTICE OF AWARD FOR SOUTHERN SYNERGY, LLC.

F.E. Milford III, P.E.

Category Number: 7.
Item Number: B.



Wednesday, December 14, 2022

Item Title:

T. Baker Smith

Item Summary:

T. Baker Smith

ATTACHMENTS:

Description

T. Baker Smith

Upload Date

12/8/2022

Type

Report

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MONTHLY STATUS REPORT FOR THE
PARISH COUNCIL MEETING, DECEMBER 14, 2022

PREPARED BY:



AMBER L. PLESSALA, P.E.

LEAD PROFESSIONAL – TERREBONNE PARISH

DECEMBER 2022

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-44
- b. TBS Project No 2001.0086
- c. Title Mount Pilgrim Forced Drainage Area 6-3-Humphries (District 2)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	December 26,2001
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$856,136.02
2. Current Budgeted Level	\$402,166.00
3. Remaining to be earned at current budgeted level	\$130,030.92
4. Earned to date	\$272,135.08

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	50%
c. Soil Survey	0%
d. Field Survey	40%
e. Preliminary Plans	50%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$3,715,550.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting TPCG Staff direction for when ready to proceed with this project. The permit was withdrawn in July 2019.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 09-DRA-06
- b. TBS Project No 2009.0656
- c. Title Drainage Areas near Lake Boudreaux Freshwater Introduction (District 7)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	October 6, 2009
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$1,032,208.00
2. Current Budgeted Level	\$642,633.00
3. Remaining to be earned at current budgeted level	\$131,230.56
4. Earned to date	\$511,402.44

4. PLAN PREPARATION STATUS:

a. Right-of-way	0%
b. Permits	50%
c. Soil Survey	100%
d. Field Survey	90%
e. Preliminary Plans	100%
f. Final Plans	0%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$6,178,733.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

Additional field surveys were completed in May 2017. TBS submitted revised 30% Design in July 2017 for the North System. TBS is awaiting TPCG Staff direction to proceed with final design of North System and permit acquisition. TBS shall revise Amendment No. 3 upon Notice to Proceed.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0107
- Modeling & Improvements of 1-1B Drainage System Channels (Phase 1C,
- c. Title St. Louis Bayou, Country Estates to US 90)-District 5

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 24, 2010
b. Type (Hourly, Lump Sum, %)	% Construction
c. Fees	
1. Total Estimated (Basic & Additional)	\$334,580.00
2. Current Budgeted Level	\$111,147.00
3. Remaining to be earned at current budgeted level	\$14,607.53
4. Earned to date	\$96,539.47

4. PLAN PREPARATION STATUS:

a. Right-of-way	8% (3 of 24)
b. Permits	100%
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	Not yet established
h. Estimated Cost of Construction	\$1,283,500.00

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project. TBS is coordinating with NLLD, LPG and TPCG Administration to consider some emergency cleanout work.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0100
- 1-1B F.D. System Channel Improvements (Phase 1D) St. Louis Bayou,
- c. Title US 90 to LA 316 (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	<u>February 24, 2010</u>
b. Type (Hourly, Lump Sum, %)	<u>% Construction</u>
c. Fees	
1. Total Estimated (Basic & Additional)	<u>\$342,440.00</u>
2. Current Budgeted Level	<u>\$126,664.00</u>
3. Remaining to be earned at current budgeted level	<u>\$17,088.28</u>
4. Earned to date	<u>\$109,575.72</u>

4. PLAN PREPARATION STATUS:

a. Right-of-way	<u>35% (9 of 26)</u>
b. Permits	<u>100%</u>
c. Soil Survey	<u>N/A</u>
d. Field Survey	<u>100%</u>
e. Preliminary Plans	<u>100%</u>
f. Final Plans	<u>95%</u>
g. Estimated Bid Date	<u>Not yet established</u>
h. Estimated Cost of Construction	<u>\$1,249,000.00</u>

5. CONSTRUCTION STATUS:

a. Actual Bid Date	<u>N/A</u>
b. Contractor	<u>N/A</u>
c. Contract Amount	<u>N/A</u>
d. Date Work Order Issued	<u>N/A</u>
e. Total Contract Time (Days)	<u>N/A</u>
f. Scheduled Completion Date	<u>N/A</u>
g. Time Elapsed Days (%)	<u>N/A</u>
h. Project Complete (%)	<u>N/A</u>
i. Estimates Paid to Date (\$)	<u>N/A</u>
j. Date of Substantial Completion	<u>N/A</u>

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project. TBS is coordinating with NLLD, LPG and TPCG Administration to consider some emergency cleanout work. Of interest to this project, NLLD is scheduling in-house drainage maintenance and clearing ROWs within Acadia SD and preparing a C.E.A. with TPCG to reduce flooding risk in Acadia SD.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

1. PROJECT COORDINATOR Amber Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 01-DRA-40
- b. TBS Project No 2010.0115
- Modeling Improvements of 1-1B F.D. System Channels (Phase 3A, Reach 3)
- c. Title C.C.C. Ditch Widening (District 5)

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	<u>February 24, 2010</u>
b. Type (Hourly, Lump Sum, %)	<u>% Construction</u>
c. Fees	
1. Total Estimated (Basic & Additional)	<u>\$319,550.00</u>
2. Current Budgeted Level	<u>\$648,087.13</u>
3. Remaining to be earned at current budgeted level	<u>\$146,245.15</u>
4. Earned to date	<u>\$501,841.98</u>

4. PLAN PREPERATION STATUS:

a. Right-of-way	<u>95%</u>
b. Permits	<u>100%</u>
c. Soil Survey	<u>100%</u>
d. Field Survey	<u>95%</u>
e. Preliminary Plans	<u>100%</u>
f. Final Plans	<u>98%</u>
g. Estimated Bid Date	<u>Not yet established</u>
h. Estimated Cost of Construction	<u>\$1,421,500.00</u>

5. CONSTRUCTION STATUS:

a. Actual Bid Date	<u>N/A</u>
b. Contractor	<u>N/A</u>
c. Contract Amount	<u>N/A</u>
d. Date Work Order Issued	<u>N/A</u>
e. Total Contract Time (Days)	<u>N/A</u>
f. Scheduled Completion Date	<u>N/A</u>
g. Time Elapsed Days (%)	<u>N/A</u>
h. Project Complete (%)	<u>N/A</u>
i. Estimates Paid to Date (\$)	<u>N/A</u>
j. Date of Substantial Completion	<u>N/A</u>

6. REMARKS:

TBS is awaiting staff direction for when they are ready to move forward with this project.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:

- a. Parish Project No. 10-CDBG-WTR-70
- b. TBS Project No 2011.0086
 Cedar Grove to Ashland Landfill Levee and Water Control Structure (CDBG)
- c. Title Project

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	February 26, 2011
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$706,499.30
2. Current Budgeted Level	\$706,499.30
3. Remaining to be earned at current budgeted level	\$280,773.47
4. Earned to date	\$425,725.83

4. PLAN PREPARATION STATUS:

a. Right-of-way	80% (Phase I)
b. Permits	95% (Overall)
c. Soil Survey	50% (Overall)
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95% (Overall)
g. Estimated Bid Date	November 2021 (Phase 1)
h. Estimated Cost of Construction	\$2,566,655.00 (Phases I thru III)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

TBS met with staff on May 4, 2022, to discuss construction budget, right-of-way, and mitigation. TBS is awaiting direction for how to proceed.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

1. PROJECT COORDINATOR Amber L. Plessala, P.E.

2. PROJECT:
 - a. Parish Project No. 17-OYS-37
 - b. TBS Project No 2017.0907
 - c. Title Oyster Bed Surge Protection in Lake Chien and Tambour

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	May 2, 2018
b. Type (Hourly, Lump Sum, %)	Lump Sum/T&M
c. Fees	
1. Total Estimated (Basic & Additional)	\$745,272.00 (Phase I)
2. Current Budgeted Level	\$665,272.00
3. Remaining to be earned at current budgeted level	\$151,214.57
4. Earned to date	\$514,057.43

4. PLAN PREPARATION STATUS:

a. Right-of-way	20%
b. Permits	80%
c. Soil Survey	100%
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	95%
g. Estimated Bid Date	TBD
h. Estimated Cost of Construction	\$896,600.00 (PHASE I)

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARK

95% Design Documents were submitted on August 19, 2021 along with updated probable project budget. Engineering services were paused in summer of 2020. In June 2022, NFWF has awarded \$5.4 million with TPCG match. On October 31, TBS is submitted a proposal to finalize construction documents and provide construction administration.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
TBS ENGINEERING STATUS REPORT
 December 14, 2022

1. PROJECT COORDINATOR Jack Plaisance

2. PROJECT:

- a. Parish Project No. 21-DRA-65
- b. TBS Project No 2021.1154
- c. Title SWFC Application for Barrow Street Pump Station at Little Bayou Black

3. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	December 2021
b. Type (Hourly, Lump Sum, %)	Lump Sum
c. Fees	
5. Total Estimated (Basic & Additional)	\$68,000.00
6. Current Budgeted Level	\$68,000.00
7. Remaining to be earned at current budgeted level	\$0.00
8. Earned to date	\$68,000.00

4. PLAN PREPARATION STATUS:

a. Right-of-way	N/A
b. Permits	N/A
c. Soil Survey	N/A
d. Field Survey	100%
e. Preliminary Plans	100%
f. Final Plans	N/A
g. Estimated Bid Date	N/A
h. Estimated Cost of Construction	N/A

5. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

6. REMARKS:

The Statewide Flood Control Application was submitted to LADOTD on September 30, 2022. TBS prepared the Capital Layout Application and submitted on October 27, 2022. TBS is awaiting results of both applications.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

TBS ENGINEERING STATUS REPORT

December 14, 2022

7. PROJECT COORDINATOR Amber Plessala

8. PROJECT:

- a. Parish Project No.
- b. TBS Project No 2022.1792
- c. Title Barrow Street Pump Station

9. PROFESSIONAL AGREEMENT:

a. Date of Original Agreement	December 3, 2022
b. Type (Hourly, Lump Sum, %)	% Construction, T&M
c. Fees	
9. Total Estimated (Basic & Additional)	\$916,162.50
10. Current Budgeted Level	\$633,287.50
11. Remaining to be earned at current budgeted level	\$633,065.40
12. Earned to date	\$222.10

10. PLAN PREPARATION STATUS:

a. Right-of-way	0%
b. Permits	0%
c. Soil Survey	0%
d. Field Survey	0%
e. Preliminary Plans	0%
f. Final Plans	0%
g. Estimated Bid Date	September 2023
h. Estimated Cost of Construction	\$7,652,000.00

11. CONSTRUCTION STATUS:

a. Actual Bid Date	N/A
b. Contractor	N/A
c. Contract Amount	N/A
d. Date Work Order Issued	N/A
e. Total Contract Time (Days)	N/A
f. Scheduled Completion Date	N/A
g. Time Elapsed Days (%)	N/A
h. Project Complete (%)	N/A
i. Estimates Paid to Date (\$)	N/A
j. Date of Substantial Completion	N/A

12. REMARKS:

TBS received the Engineering on November 3, 2022. Engineering agreement was executed on November 3, 2022. Field surveys are underway and to be completed by December 16, 2022.

Category Number: 8.
Item Number: A.



Wednesday, December 14, 2022

Item Title:

Parish President

Item Summary:

Parish President.

Category Number: 8.
Item Number: B.



Wednesday, December 14, 2022

Item Title:

Council Members

Item Summary:

Council Members.
