

PROCEEDINGS
OF THE
TERREBONNE PARISH COUNCIL
IN REGULAR SESSION
NOVEMBER 04, 2020

The Chairman, Mr. S. Trosclair, called the meeting to order at 6:00 p.m. in the Terrebonne Parish Council Meeting Room. Following the Invocation, offered by Councilman D. Babin, Councilman G. Michel led the Pledge of Allegiance.

Upon roll call, Council Members recorded as present were: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding. A quorum was declared present.

Mr. D. W. Guidry, Sr. moved, seconded by Ms. J. Domangue, "THAT, the Council approve the minutes of the Regular Council Session held on September 23, 2020."

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. C. Harding moved, seconded by Mr. D. J. Guidry, "THAT, the Council approve the Accounts Payable Bill Lists dated 10/19/2020 and 10/26/2020."

The Chairman called for a vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

ABSTAINING: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Ms. J. Domangue, "THAT the Council approve the Manual Check Listing for September 2020."

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. Babin moved, seconded by Ms. J. Domangue, “THAT, the Council approve the Accounts Payable Bill Lists dated 11/02/2020.”

The Chairman called for a vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

ABSTAINING: D. W. Guidry, Sr.

The Chairman declared the motion adopted.

Councilman J. Navy read the memorial acknowledging the life and legacy of former Terrebonne Parish School District Interim Superintendent James Edward Charles.

Former Councilwoman and daughter of the late James Edward Charles, Ms. Arlanda Williams, expressed her sincere gratitude for the Council honoring the memory of her father.

Several council members as well as Parish President Gordon Dove, expressed their deepest condolences, prayers, and love to the Charles’ family.

Vice Chairman D. W. Guidry, Sr. read the proclamation proclaiming November 2020 as "National Epilepsy Awareness Month" in the Houma-Terrebonne Community.

Mr. Ron Sapia, resident of 110 Bourgeois St. in Raceland, accepted the proclamation on behalf of the Epilepsy Alliance of Louisiana and proceeded to provide the Council with statistics regarding epilepsy. Mr. Sapia encouraged everyone to wear purple during the month of November to represent Epilepsy Awareness Month.

Councilman J. Amedée read the proclamation proclaiming October 2020 as Safe Sleep Awareness Month (SIDS) in the Houma-Terrebonne community.

Ms. J. Domangue moved, seconded by Mr. D. W. Guidry, Sr., “THAT, the Council introduce an ordinance to amend the 2020 Adopted Operating Budget and the 5-year Capital Outlay of the Terrebonne Parish Consolidated Government for the proceeds of the Public Improvement Bonds, Series 2020A, 2020B and 2020C.

I. Series 2020, Public Improvement Bonds, \$22,184,879

II. Bond Issuance Costs, \$305,137

III. Debt Service Reserve Fund, \$1,879,742;

and calling a public hearing on said matter on Wednesday, November 18, 2020 at 6:30 p.m.”

The Chairman called for a vote on the motion offered by Ms. J. Domangue.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Parish President Gordon Dove presented a presentation on the Island Road project in Pointe-aux-Chenes with new Wildlife and Fisheries piers and breakwater rocks on the southside. Mr. Dove informed the Council that the breakwater rocks will be approximately eight feet above sea level, which will help protect both Island Road and the Isle de Jean Charles cemetery.

Upon questioning, Mr. Dove clarified that old money from 2014 for Island Road repairs as well as new money, will be used to complete this project. He also informed the Council and public that the bodies in the cemetery will not be disturbed or relocated.

Mr. Toups presented an update on drainage pump station projects across Terrebonne Parish, noting a delay on deliveries for fabricated items for the Westside Blvd. at St. Louis Canal Road pump due to recent storms. He added that the bid opening for the D-04 Lower Little Caillou Lashbrook Pump Station was delayed due to storm events and updates to design drawings to conform with the Parish's SCADA control system. Mr. Toups continued that the D-13 Industrial Blvd. pump has been rebuilt with a new line shaft and is scheduled for installation November 05, 2020; and the Savanne Road Phase III Levee Project (from Deputy Milton Theriot Court west to the Pipeline Crossing over Savanne Road) contractor is mobilized and has scheduled to remove downed trees from the project and to proceed with excavation and the construction of the small "potato" levee.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT, the Council open public hearings at this time."

The Chairman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman recognized the public for comments on the following:

- A. An ordinance to authorize the acquisition of sites and/or servitudes required for the Bayou Terrebonne Drainage Project; authorize the Parish President to execute any and all documents necessary to acquire sites and/or servitudes for said purposes; to authorize the parish legal staff to commence expropriation proceedings in the event the sites and/or servitudes cannot be obtained conventionally; to declare that the taking, if required, is necessary or useful for the benefit of the public; to provide for other matters relative thereto.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. G. MICHEL

SECONDED BY: MR. J. AMEDEE

ORDINANCE NO. 9199

AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF SITES AND/OR SERVITUDES REQUIRED FOR THE BAYOU TERREBONNE DRAINAGE PROJECT; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE SITES AND/OR SERVITUDES FOR THE SAID PURPOSES; TO AUTHORIZE THE PARISH LEGAL STAFF TO COMMENCE EXPROPRIATION PROCEEDINGS IN THE EVENT THE SITES AND/OR SERVITUDES CANNOT BE OBTAINED CONVENTIONALLY; TO DECLARE THAT THE TAKING, IF REQUIRED, IS NECESSARY OR USEFUL FOR THE BENEFIT OF THE PUBLIC; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to acquire any and all servitudes that are required to facilitate construction and maintenance of the Bayou Terrebonne Drainage Improvements Project; that the Parish President, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to execute documents necessary to acquire the sites and/or servitudes for the above stated purpose for consideration he deems just and reasonable, not to exceed the fair market value, and that the Parish Legal Department is hereby authorized, at the direction of the Parish Administration, to institute expropriation and/or any other legal proceedings necessary to acquire the necessary sites and/or servitudes that are necessary or useful for the above mentioned purposes.

SECTION II

BAYOU TERREBONNE DRAINAGE PROJECT PARISH OF TERREBONNE

This project will involve improvements in the Savanne Road swamp area including weir structures, levees, flood box levees, along with constructing a new drainage pump station north of Savanne Road.

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

The proper construction of said described project is dependent upon the acquisition of the rights of way as fixed by the Parish Engineer, Office of Engineering, for the said project and such other rights as may be appurtenant thereto.

It is necessary and useful to take, by expropriation for construction purposes, and other public purposes, and in the manner provided by law, in the servitude or in full ownership, the property and property rights not otherwise acquired which are needed for the proper construction of said project, if amicable acquisition is not possible.

SECTION III

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

SECTION IV

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: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

The Chairman recognized the public for comments on the following:

- B. An ordinance to authorize the acquisition of sites and/or servitudes required for the Bayou Terrebonne Dredging Project; authorize the Parish President to execute any and all documents necessary to acquire sites and/or servitudes for said purposes; to authorize the parish legal staff to commence expropriation proceedings in the event the sites and/or servitudes cannot be obtained conventionally; to declare that the taking, if required, is necessary or useful for the benefit of the public; to provide for other matters relative thereto.

Mr. G. Michel moved, seconded by Ms. J. Domangue, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. G. MIICHEL
SECONDED BY: MRS. J. DOMANGUE

ORDINANCE NO. 9200

AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF SITES AND/OR SERVITUDES REQUIRED FOR THE BAYOU TERREBONNE DREDGING PROJECT; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE SITES AND/OR SERVITUDES FOR THE SAID PURPOSES; TO AUTHORIZE THE PARISH LEGAL STAFF TO COMMENCE EXPROPRIATION PROCEEDINGS IN THE EVENT THE SITES AND/OR SERVITUDES CANNOT BE OBTAINED CONVENTIONALLY; TO DECLARE THAT THE TAKING, IF REQUIRED, IS NECESSARY OR USEFUL FOR THE BENEFIT OF THE PUBLIC; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to acquire any and all servitudes that are required to facilitate construction and maintenance of the Bayou Terrebonne Dredging Project; that the Parish President, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to execute documents necessary to acquire the sites and/or servitudes for the above stated purpose for consideration he deems just and reasonable, not to exceed the fair market value, and that the Parish Legal Department is hereby authorized, at the direction of the Parish Administration, to institute expropriation and/or any other legal proceedings necessary to acquire the necessary sites and/or servitudes that are necessary or useful for the above mentioned purposes.

SECTION II

BAYOU TERREBONNE DREDGING PROJECT PARISH OF TERREBONNE

This project will involve improvements in Bayou Terrebonne from the Intracoastal northward towards the intersection of the LaFourche/Terrebonne Parish line.

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

The proper construction of said described project is dependent upon the acquisition of the rights of way as fixed by the Parish Engineer, Office of Engineering, for the said project and such other rights as may be appurtenant thereto.

It is necessary and useful to take, by expropriation for construction purposes, and other public purposes, and in the manner provided by law, in the servitude or in full ownership, the property and property rights not otherwise acquired which are needed for the proper construction of said project, if amicable acquisition is not possible.

SECTION III

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

SECTION IV

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: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

The Chairman recognized the public for comments on the following:

- C. An ordinance to ratify and acknowledge the Intergovernmental Agreement entered into between Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office for the use of what is commonly known as the Rifle Range.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. C. Harding, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. D. W. GUIDRY, SR.

SECONDED BY: MR. C. HARDING

ORDINANCE NO. 9201

AN ORDINANCE TO RATIFY AND ACKNOWLEDGE THE INTERGOVERNMENTAL AGREEMENT ENTERED INTO BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND TERREBONNE PARISH SHERIFF'S OFFICE FOR THE USE OF WHAT IS COMMONLY KNOWN AS THE RIFLE RANGE

WHEREAS, Section 2-11 (11) of the Terrebonne Parish Charter requires an ordinance to enter into an Intergovernmental Agreement to ratify and acknowledge the Intergovernmental Agreement entered into between Terrebonne Parish Consolidated Government and Terrebonne Parish Sheriff’s Office for the use of what is commonly known as the Rifle Range recorded on August 12, 2014, COB 2388, page 54, under Entry No. 1460585 of the records of Terrebonne Parish, Louisiana (“IGA for Rifle Range”); and

WHEREAS, Timothy R. Soignet is the new duly elected Sheriff for Terrebonne Parish, Louisiana, and Administration recommends that a new Intergovernmental Agreement concerning the Rifle Range referenced herein should be entered into between the parties; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and in the IGA for Rifle Range, TPCG and TPSO, each represented by the undersigned duly authorized to act herein pursuant to their respective referenced above, agree and do hereby ratify and acknowledge the IGA for Rifle Range and all of its terms and conditions contained therein.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish President, Gordon E. Dove, on behalf of TPCG is hereby authorized to enter into an Intergovernmental Agreement to ratify and acknowledge the Intergovernmental Agreement entered into between Terrebonne Parish Consolidated Government and Terrebonne Parish Sheriff’s Office for the use of what is commonly known as the Rifle Range recorded on August 12, 2014, COB 2388, page 54, under Entry No. 1460585 of the records of Terrebonne Parish, Louisiana (“IGA for Rifle Range”);

SECTION II

The afore described Intergovernmental Agreement will be conducive to the public interest, convenience and safety and will enable Terrebonne Parish Consolidated Government (TPCG) to properly fulfill the functions imposed upon it by law.

SECTION III

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

SECTION IV

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: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

The Chairman recognized the public for comments on the following:

- D. An ordinance to authorize the use of a batture tract of property lying between Falgout Canal Road and Falgout Canal, identified as Parcel No. 42536,

Theriot, Louisiana, as per the Terrebonne Parish Assessor's Records in connection with Coastal Protection and Restoration Authority's Project No. TE-0138, the Bayou Decade Ridge and Marsh by the Terrebonne Parish Consolidated Government ("TPCG" to Apollo Environmental Strategies, Inc. ("Apollo")); Authorize the Parish President to execute any and all Cooperative Endeavor Agreements and any and all other documents necessary for the use of the afore referenced premises, and to provide for other matters relative thereto.

Mr. D. Babin moved, seconded by Mr. G. Michel, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY MR. D. BABIN
SECONDED BY: MR. G. MICHEL

ORDINANCE NO. 9202

AN ORDINANCE TO AUTHORIZE THE USE OF A BATTURE TRACT OF PROPERTY LYING BETWEEN FALGOUT CANAL ROAD AND FALGOUT CANAL, IDENTIFIED AS PARCEL NO. 42536, THERIOT, LOUISIANA, AS PER THE TERREBONNE PARISH ASSESSOR'S RECORDS IN CONNECTION WITH COASTAL PROTECTION AND RESTORATION AUTHORITY'S PROJECT NO. TE-0138, THE BAYOU DECADE RIDGE AND MARSH BY TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG") TO APOLLO ENVIRONMENTAL STRATEGIES, INC. ("APOLLO"); AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL COOPERATIVE ENDEAVOR AGREEMENTS AND ANY AND ALL OTHER DOCUMENTS NECESSARY FOR THE USE OF THE AFOREREFERENCED PREMISES, AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

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

WHEREAS, TPCG is a Home Rule Charter local government and is granted the liberally construed "right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs" and "to promote, protect, and preserve the general welfare, safety, health, peace and good order of the parish," not denied by Charter, by general law, or inconsistent with the Constitution, per Louisiana Constitution Articles VI §§ 5-6 and Terrebonne Parish Charter Sections 1-01, 1-05, 1-06, and 8-08; and,

WHEREAS, Terrebonne Parish is an integral part of the State of Louisiana's 2017 Coastal Master Plan as prepared by the Coastal Protection and Restoration Authority ("CPRA"). The CPRA has prepared this 50-year master plan to address the current and increasing risk to Louisiana's coast due to subsidence and erosion. A key part of the master plan is to restore wetlands (marshes) to provide increased protection from coastal storm surge-based flooding. Restoration of lost marshes (wetlands) along with restoration of barrier islands and beaches and dunes has proven to be very effective in mitigation of flooding due to storm surge. The serious risk of flooding affects all facets of life including the economy, transportation, education, health care, and infrastructure. The CPRA has undertaken several marsh restoration projects in key areas to address this serious concern. Terrebonne Parish has been the beneficiary of some of these projects with the Bayou Decade Ridge and Marsh Creation Project being the latest selected. Other projects are in the works with each project undertaken to provide important benefits for the local population and the coastal region. In

addition to flood mitigation, the restoration of lost ecosystem and key habitat is an added benefit. Restoration of marshes in Terrebonne Parish provides increased sustainability of all associated marsh wildlife including birds, fish, crustaceans, and mammals. This effort restores and improves both commercial and recreational hunting and fishing in Terrebonne Parish. Much more detailed information can be found on the CPRA's web site; and

WHEREAS, Apollo is the general contractor for CPRA, Project No. TE-0138, the Bayou Decade Ridge and Marsh Creation Project, and to facilitate this project, the use of TPCG's batture property lying between Falgout Canal Road and Falgout Canal identified as Parcel #24536, Theriot, Louisiana, as per the Terrebonne Parish Assessor's records, is needed as a staging area and canal access facility and for general purposes directly related thereto to assist or facilitate in the Bayou Decade Ridge and Marsh Creation Project (sometimes referred to herein as "Project") for the duration of the Project; and

WHEREAS, the above parties believe that the Project serves a necessary public purpose; and

WHEREAS, Section 2-11 (11) of the Terrebonne Parish Charter requires an ordinance to lease any land or property on behalf of the Parish Government; and

WHEREAS, the proposed Cooperative Endeavor Agreement for the use of the Premises by Apollo in connection with CPRA's Project could be considered a lease under Section 2011(11) above; and

WHEREAS, TPCG Administration recommends to the Terrebonne Parish Council authorizing Parish President, Gordon E. Dove, to execute a Cooperative Endeavor Agreement on behalf of the TPCG with Apollo for the use of the Premises in connection with CPRA's Project subject to substantially other terms and conditions as those contained in the proposed CEA attached hereto and made a part hereof as Exhibit "A"; and

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish President, Gordon E. Dove, on behalf of TPCG, is hereby authorized to enter into a Cooperative Endeavor Agreement with Apollo for the use of the batture tract of property lying between Falgout Canal Road and Falgout Canal, identified as Parcel No. 92536, Theriot, Louisiana, ("Premises") in connection with Coastal Protection and Restoration Authority's Project No. TE-0138, the Bayou Decade Ridge and Marsh Creation Project ("Project"), that the Parish President, Gordon E. Dove, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to allow the use of the aforescribed Premises to Apollo in connection with CPRA's Project and to contain substantially the same terms as those contained within the aforementioned proposed Cooperative Endeavor Agreement attached hereto and made a part hereof as Exhibit "A".

SECTION II

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

SECTION III

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

SECTION IV

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: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND APOLLO ENVIRONMENTAL STRATEGIES, INC.
FOR USE OF BATTURE ALONG FALGOUT CANAL ROAD
APPEARANCES & PREAMBLE**

ARTICLE I.

1.0 This Cooperative Endeavor Agreement (“Agreement”) has been entered into on the dates set forth and is effective as of November 1, 2020 (“Effective Date”) herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, appearing herein through its Parish President, GORDON E. DOVE, by virtue of Terrebonne Parish Ordinance No. ____, a copy of which is attached hereto and made a part hereof, whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361;

APOLLO ENVIRONMENTAL STRATEGIES, INC. (herein sometimes referred to as "Apollo"), a Texas corporation, authorized to do and doing business in the State of Louisiana, whose current mailing address is Post Office Box 12114 Beaumont, Texas 77726, herein represented by its duly authorized agent, _____, appearing herein by virtue of a resolution of its Board of Directors, attached hereto and made a part hereof; who, in order to serve the public for the purposes hereinafter stated, declared and acknowledged, as follows:

- 1.1 WHEREAS, Article VII, Section 14 of the Louisiana Constitution further provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and,
- 1.2 WHEREAS, TPCG is a Home Rule Charter local government and is granted the liberally construed “right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs” and “to promote, protect, and preserve the general welfare, safety, health, peace and good order of the parish,” not denied by Charter, by general law, or inconsistent with the Constitution, per Louisiana Constitution Articles VI §§ 5-6 and Terrebonne Parish Charter Sections 1-01, 1-05, 1-06, and 8-08; and,
- 1.3 WHEREAS, Terrebonne Parish is an integral part of the State of Louisiana’s 2017 Coastal Master Plan as prepared by the Coastal Protection and Restoration Authority (“CPRA”). The CPRA has prepared this 50-year master plan to address the current and increasing risk to Louisiana’s coast due to subsidence and erosion. A key part of the master plan is to restore wetlands (marshes) to provide increased protection from coastal storm surge-based flooding. Restoration of lost marshes (wetlands) along with restoration of barrier islands and beaches and dunes has proven to be very effective in mitigation of flooding due to storm surge. The serious risk of flooding affects all facets of life including the economy, transportation, education, health care, and

infrastructure. The CPRA has undertaken several marsh restoration projects in key areas to address this serious concern. Terrebonne Parish has been the beneficiary of some of these projects with the Bayou Decade Ridge and Marsh Creation Project being the latest selected. Other projects are in the works with each project undertaken to provide important benefits for the local population and the coastal region. In addition to flood mitigation, the restoration of lost ecosystem and key habitat is an added benefit. Restoration of marshes in Terrebonne Parish provides increased sustainability of all associated marsh wildlife including birds, fish, crustaceans, and mammals. This effort restores and improves both commercial and recreational hunting and fishing in Terrebonne Parish. Much more detailed information can be found on the CPRA's web site.

- 1.4 WHEREAS, Apollo is the general contractor for CPRA, Project No. TE-0138, the Bayou Decade Ridge and Marsh Creation Project, and to facilitate this project, the use of TPCG's batture property lying between Falgout Canal Road and Falgout Canal identified as Parcel #24536, Theriot, Louisiana, as per the Terrebonne Parish Assessor's records, is needed as a staging area to assist or facilitate in the Bayou Decade Ridge and Marsh Creation Project (sometimes referred to herein as "Project") for the duration of the Project.
- 1.5 NOW THEREFORE, in consideration of the mutual covenants herein contained, the TPCG and Apollo each represented by the undersigned, duly authorized to act herein respectively, agree to the following:

ARTICLE II. PURPOSE

- 2.1 WHEREAS, the Bayou Decade Ridge and Marsh Creation project will serve a public purpose and is not gratuitous in light of the benefits provided to Terrebonne Parish and the public as referred to above.

ARTICLE III. AGREEMENT

- 3.1 **CONSIDERATION AND PREMISES.** For and in consideration of the benefits to Terrebonne parish and the public as referred to above and as may be set forth herein, TPCG does by these presents allow, permit and let unto and in favor of Apollo on the terms and conditions and for the purposes hereinafter expressed, the nonexclusive right to use the following described property for the purpose and/or use set forth herein in connection with the Coastal Restoration and Protection Authority's ("CPRA") Project No. TE-0138, the Bayou Decade Ridge and Marsh Creation Project (sometimes referred to herein as "Project"), to-wit:

TPCG's batture property lying between Falgout Canal Road and Falgout Canal, identified as parcel #42536, Theriot, Louisiana, as per the Terrebonne Parish Assessor's records (hereinafter referred to as "Premises");

Apollo agrees to furnish TPCG, at Apollo's expense, with a survey of the Premises and this Agreement is conditioned on said survey being acceptable to TPCG.

- 3.2 **TERM.** The term of this Agreement begins on November 1, 2020, and is for a period of five hundred (500) days or until the completion of the Project, whichever is the earliest date. Notwithstanding anything herein to the contrary, the term of this Agreement may be extended by the written consent of the parties hereto.
- 3.3 **USE OF PREMISES.** Apollo will have the right to use the Premises as a staging area and canal access facility and for general purposes directly related thereto in connection with the Project, which includes Apollo's right to construct, erect or place, maintain and operate, or have constructed, erected or placed, maintained and operated on the Premises, temporary structures such as fencing, temporary shops, warehousing,

pipe racks, lighting and other temporary structures within the purposes stated herein. Apollo shall use the Premises as a good and prudent administrator and maintain the Premises in a clean, orderly and safe manner.

- 3.4 **RETURN OF PREMISES.** At the conclusion of this Agreement, Apollo will deliver the Premises to TPCG clean, free of debris and any waste or hazardous waste and in good condition, and restore the Premises to its condition immediately prior to the beginning of this Agreement.
- 3.5 **INSURANCE.** Apollo agrees to carry, at all times during the term of this Agreement and at its sole expense and as part of the condition of this Agreement for the benefit of TPCG, its successors or assigns, insurance and insurance coverages as per Attachment B, Insurance Requirements.
- 3.6 **RELEASE OF LIABILITY.** Apollo will indemnify, protect, defend and save harmless TPCG from and against all claims, demands, causes of action, losses, damages and expenses of every kind and character without limit whatsoever and without regard to cause thereof, including defense and attorney's fees related thereto, including, but without limitation, any injuries or death to person(s) or property in any way connected with occupancy or use of the Premises thereon by Apollo or any of its subcontractors or agents, and that Apollo expressly assumes all such liability; and Apollo further agrees to indemnify, protect, defend and save TPCG harmless from any liability whatsoever for any damage or injuries to any person or persons whomsoever, or to the occupancy, use, condition or state of repair of the Premises and Apollo expressly assumes all such liability as an expressed term of this Agreement. In addition, TPCG shall not be liable for any loss of any property of Apollo nor any damage to any property of Apollo, Apollo's guests, invitees, patrons, customers or employees, however occurring, and Apollo agrees to protect, defend, indemnify and save TPCG harmless from and against any and all claims, demands, causes of action, losses or expenses in any way related thereto.
- 3.7 **TERMINATION OF AGREEMENT.** This Agreement shall be terminated under any or all of the following conditions:
- a. Written mutual agreement and consent of the parties hereto; or
 - b. By 30 days prior written notice by either party to the other; or
 - c. By TPCG as a result of the failure of Apollo to comply with the terms and conditions of this Agreement in a satisfactory manner; or
 - d. Should the Premises or any portion thereof that is subject to this Agreement become necessary for use by TPCG after thirty (30) days written notice to Apollo.
- 3.8 **INTEREST AND ATTORNEY FEES.** Should it become necessary for TPCG to resort to any legal proceedings or to employ an attorney for the enforcement of any of its rights under this Agreement, Apollo shall pay all such attorney fees in a reasonable amount.
- 3.9 **NOTICE TO QUIT.** Apollo does hereby waive all rights to a notice to quit from the TPCG. Apollo further waives any and all notice requirements to vacate the Premises upon the termination of this Agreement or upon breach of this Agreement by Apollo, including but not limited to the five-day notice to vacate the Premises as may be required by Louisiana law. Apollo shall also maintain dust control on the Premises as a prudent administrator.
- 3.10 **SUBLEASE.** Apollo shall not have the right to sublease or assign the Premises, in whole or in part, except with the prior written consent of TPCG. In the event of a sublease or assignment, Sublessee will be obligated by all the terms, promises and conditions of this Agreement and Apollo also remains responsible for the promises, terms and conditions of this Agreement to TPCG.
- 3.11 **MAINTENANCE.** Apollo agrees that it shall at all times maintain the Premises in good condition and as a prudent administrator and to maintain, up-keep and make all repairs thereto at the sole cost and expense of Apollo, including but not limited to maintaining and cutting all grass.

- 3.12 **BANKRUPTCY.** In the event of bankruptcy, insolvency, or of a receiver or trustee being appointed to take charge of the property or any part thereof, or of any cession to creditors on the part of the Agreement, TPCG may, at its option, declare the Agreement terminated and forfeited, and the Premises with all buildings and improvements thereon shall revert to TPCG. It is expressly understood that any clause of this entire Agreement, relating to Apollo, including, but not by way of limitation, any clause relating to the assignment or sublease, shall expressly apply to any receivers, assigns, transferees, trustees in bankruptcy or otherwise, voluntary or involuntary, and to all other persons who hold by virtue of, under or in anywise connected with Apollo.
- 3.13 **COMPLIANCE WITH LAW.** Apollo shall comply with all laws, regulations or ordinances of any governmental authority or any department thereof for the operation of any business, including but not limited to complying with all United States Coast Guard and OSHA laws, rules and regulations.
- 3.14 **JURISDICTION.** Apollo, by execution of this Agreement, expressly confers jurisdiction "in personam" and/or "in rem" and consents to venue on the Thirty-Second Judicial District Court in and for the Parish of Terrebonne, Louisiana, for the purpose of any legal proceedings brought by TPCG for enforcement of any rights of TPCG under the terms of this Agreement.
- 3.15 **UTILITIES.** Apollo shall pay for all telephone, electric, gas, water, trash collection and other utilities used on the Premises.
- 3.16 **RIGHT TO INSPECT.** TPCG reserves the right to inspect the Premises at any time during the term of this Agreement without notice to Apollo.
- 3.17 **IMPROVEMENTS.** Apollo may not make any improvements or changes to the Premises, except with the prior written consent of TPCG or as otherwise specifically provided herein. Any improvements or changes made by Apollo after obtaining TPCG's consent, shall be made at Apollo's expense and Apollo agrees to promptly pay for the same and not to cause TPCG's property to be subject to any lien or encumbrances resulting therefrom. Upon termination of this Agreement for any cause whatsoever, all improvements made to the Premises by Apollo that are permanently attached thereto, shall, at the option of the TPCG become the property of TPCG without any cost therefor to TPCG, free and clear of any liens or encumbrances whatsoever or TPCG may require the Apollo to remove said property from the Premises at Apollo's expense and to restore the Premises to its original condition, and Apollo agrees to reimburse TPCG for the cost of any such removal and restoration, not performed by Apollo, that TPCG may do.
- 3.18 **SUCCESSORS AND ASSIGNS.** The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto.
- 3.19 **AGREEMENT SUBJECT TO.** Apollo hereby acknowledges that this Agreement is subject to Apollo's nonexclusive use of the Premises and any and all recorded rights, ways, privileges, servitudes, mortgages, subordinations and liens thereunto belonging or in anywise appertaining to the Premises herein.
- 3.20 **CHANGES IN AGREEMENT.** Except as otherwise provided herein, this Agreement shall not be changed, altered or abrogated in any respect, except by written Agreement of both parties executed in the same manner as this original Agreement. It is further understood by all parties that this Agreement is non-renewable except with the written consent of the parties hereto.
- 3.21 **HAZARDOUS WASTE.** Apollo shall never in violation of any applicable law permit to be incorporated into, bring into, store at, or place at, use at or otherwise dispose of at, in, or under the Premises or any buildings or other improvements located on the Premises, any toxic or hazardous materials (as defined hereafter), except with the written consent of TPCG. If Apollo violates this provision or ever has knowledge of the presence of toxic or hazardous materials in, at or under the Premises or building located on the Premises, or the land described herein, Apollo shall notice TPCG in writing promptly after obtaining such knowledge. For purposes of this Agreement, hazardous or toxic materials shall mean

hazardous or toxic chemicals at levels or contents which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or by the then current levels or content as set from time to time by the U.S. Environmental Protection Agency (“EPA”) or the U.S. Occupational Safety and Health Administration (“OSHA”) or as defined under 20 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations as established from time to time by applicable authority of the Federal, State or Parish Government or any other governmental agency of any kind or nature with regulatory or supervisory authority over the subject property, any hazardous or toxic materials in, at or under the Premises or the building located on the Premises, or the land where the building is located resulting from, introduced from, arising out of, or the damage from which is materially expanded as the direct result of Apollo’s acts, negligence or the violation or breach by Apollo of this provision. Apollo shall notify TPCG of its method, time and procedure for any clean up or removal of toxic or hazardous material under this provision, and TPCG shall have the right, but not the obligation, to require reasonable changes in such method, time or procedure, or to require that the same be done after normal business hours or when the building is otherwise closed (i.e. weekends or holidays).

In addition to Apollo’s obligations in this Agreement, Apollo further agrees to indemnify, protect, defend and save harmless TPCG from and against all claims, demands, causes of action, damages, losses and expenses of every kind and character without limit whatsoever and without regard, including defense and attorney fees related thereto, in any manner arising from and/or in any way connected with toxic or hazardous materials (as defined hereinabove) being incorporated into, brought into, stored at, placed at, used at or otherwise disposed of at, in or under the Premises or the building or any improvements located on the Premises at any time during the term of this Agreement or Apollo’s occupancy or Apollo’s use of the Premises.

Apollo further agrees to immediately notify TPCG of any type of oil spills or other spills of any substance in any manner connected with the Project, whether or not the same is on Premises.

- 3.22 **HEADINGS AND SEVERABILITY.** The headings contained in this Agreement are for reference purposes only and shall not affect the construction or interpretation of this Agreement. Should any section, provision or portion of this Agreement be declared invalid or unenforceable in any jurisdiction, then such section, provision or portion shall be deemed to be (a) severable from this Agreement as to such jurisdiction (but not elsewhere) and shall not (b) affect the remainder hereof, and (b) amended to the extent, and only to the extent, necessary to permit such section, provision or portion, as the case may be, to be valid and enforceable in such jurisdiction (but not elsewhere).
- 3.23 **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and Agreements among them respecting the subject matter of this Agreement.
- 3.24 **COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed in any number of counterparts, all of which counterparts shall be deemed to be, and have the same effect as, an original, and all of such counterparts shall constitute one Agreement which shall be binding upon the parties, notwithstanding that all parties to this Agreement may not have executed the same counterpart. This Agreement may be executed and delivered by facsimile transmission or electronically, with the intention that such facsimile signature and delivery or electronic signature copied or scanned, and delivery shall have the same effect as an original signature and actual delivery.
- 3.25 **NOTICES.** Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered personally or by a recognized courier or overnight delivery service, transmitted by facsimile or other electronic media, or mailed by certified or registered mail, as follows, or to another addressee or address, facsimile number, or electronic mail address, as shall be set forth in a notice given in the same manner:
If to TPCG: TERREBONNE PARISH CONSOLIDATED GOVERNMENT
Post Office Box 2768, Houma, Louisiana 70361
8026 Main Street, Houma, Louisiana 70360
Telephone: (985) 873-6401

Email: c/o Mike Toups, Parish Manager or his successor or assigns,
mctoups@tpcg.org

If to Apollo: APOLLO ENVIRONMENTAL STRATEGIES, INC.

Telephone: (985) _____
Email: _____

Any notice shall be deemed to be given and received (whether actually received or not), and effective, on the day such notice is personally delivered or delivered by courier or overnight delivery service, on the day such notice is transmitted by facsimile or electronic mail, as evidenced by confirmation of delivery on the sender's transmission device, or on the day of receipt of such notice if sent by certified or registered mail, as evidenced by the return receipt.

THUS DONE AND SIGNED on this ____ day of _____, 2020 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 a thorough reading of the whole.

WITNESSES: **TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

Print Name: _____

BY: GORDON E. DOVE, Parish President

Print Name: _____

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

THUS DONE AND SIGNED on this ____ day of _____, 2020 before me, Notary Public, and in the presence of the undersigned competent witnesses in the City of _____, Parish/County of _____, State of _____, after a thorough reading of the whole.

WITNESSES: **APOLLO ENVIRONMENTAL SERVICES, INC.**

Print Name: _____

BY: _____
Title: _____

Print Name: _____

NOTARY PUBLIC
Print Name: _____
License No. _____

The Chairman recognized the public for comments on the following:

- E. An ordinance to revised certain portions of Chapter 6, Article VI and Appendix A, Part II and Appendix B of the Terrebonne Parish Code of Ordinances pertaining to small cell wireless facilities and fees.

Mr. J. Navy moved, seconded by Mr. D. Babin, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. J. Navy.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. J. NAVY
SECONDED BY: MRS. J. DOMANGUE

ORDINANCE NO. 9203

AN ORDINANCE PURSUANT TO SECTION 2-14 OF THE TERREBONNE PARISH HOME RULE CHARTER FOR THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT TO REVISE CERTAIN PORTIONS OF CHAPTER 6, ARTICLE VI AND CERTAIN PORTIONS OF APPENDIX A, PART II AND APPENDIX B OF THE TERREBONNE PARISH CODE OF ORDINANCES AS PER THE ATTACHED EXHIBIT A.

WHEREAS, the Terrebonne Parish Consolidated Government desires to enact ordinances to governing the development, implementation and enforcement of regulations and permitting requirements for the placement, renovation, improvement, modification, demolition, or removal of small cell facilities, and other telecommunications towers within the parish of Terrebonne.; and

WHEREAS, on September 9, 2020, the Parish Council voted to adopt Ordinance No. 9178 to revise certain regulations, procedures, and design guidelines for the placement of small cell wireless facilities within the parish, and

WHEREAS, at the regular meeting on September 9, 2020, comments were made by members of the Council concerning grammatical errors, typos, and formatting pertaining to the proposed revisions as well as comments regarding reasonable fees for such facilities; and

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

SECTION I

Revisions to certain portions of Sections 6-175 through 6-188 and certain portions of Appendix A and certain portions of Appendix B of Article VI of Chapter 6 of the Terrebonne Parish Code of Ordinances shall be and are hereby enacted as per the attached Exhibit A.

SECTION II

To the extent applicable, the Council Clerk shall cause all necessary notices and publications to occur with respect to the subject ordinance.

SECTION III

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

SECTION IV

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 thirty days, was voted upon as follows:

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

Exhibit A

*****Proposed revisions or additions are shown in bold underlined text*****

ARTICLE VI. - COMMUNICATION TOWERS AND SMALL WIRELESS FACILITIES^[4]

Footnotes:

--- (4) ---

Editor's note— Ord. No. 9037, § I, adopted March 27, 2019, amended Art. VI title to read as herein set out. The former Art. VI title pertained to Communication towers.

Sec. 6-175. - Purpose and intent.

- (a) The purpose of this article is to encourage telecommunication and wireless infrastructure investment by providing a fair and predictable process for the deployment of these facilities, while enabling the parish to promote the management of rights-of-way and visual qualities in the overall interests of the public health, safety, and welfare.
- (b) *Intent.* In enacting this article, the parish is establishing uniform standards to address issues presented by telecommunication towers and small wireless facilities, including without limitation, to:
- (1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (3) Prevent interference with the facilities and operations of facilities lawfully located in rights-of-way or public property, as well as public safety vehicles;
 - (4) Protect against environmental damage, including damage to trees;
 - (5) Preserve the aesthetics of the neighborhoods in which facilities are installed; and
 - (6) Facilitate rapid deployment of small cell facilities to provide the benefits of advanced wireless services.
- (c) *Conflicts.* This article supersedes all provisions adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(Ord. No. 9037, § IV, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— Ord. No. 9037, §§ II, IV, adopted March 27, 2019, renumbered the former § 6-175—6-179 as 6-181—6-185 and added new §§ 6-175—6-180 to read as herein set out.

The historical notations have been retained with the amended provisions for reference purposes.

Sec. 6-176. - Definitions.

For the purposes of this article, the following definitions shall apply:

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means the Terrebonne Parish Code and uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, or adopted by the parish, enacted solely to address imminent threats of destruction of property or injury to persons to the extent not consistent with the terms of this document.

Applicant means any person who submits an application and is a wireless provider.

Application means a request submitted by an applicant for (i) a building permit to collocate small wireless facilities; or (ii) to approve the installation, modification, or removal of a utility pole, telecommunication tower, small wireless facility, or wireless support structure.

Application, Facility Cluster means a group of individual applications, up to a maximum of 10 total facilities, submitted by an applicant for group review. A maximum of two (2) facility clusters per applicant (provider) may **be** in the permit process at any given time.

Community Notice Verification (CNV) Process means the process and period of time prior to the Applicant's submittal of a small wireless facilities permit application in which the Applicant notifies property owners and occupants located within 250 feet of a proposed new or modified small wireless facility that it intends to install small cell wireless facilities; the process and period of time allowed for public response and comment following notice; and the preparation and submittal of the CNV Report to the Department of Planning and Zoning.

Collocate means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning.

Day means a calendar day.

Fee means a one-time charge.

Parish or *TPCG* means Terrebonne Parish Consolidated Government.

Person means any natural or juridical person, including the parish.

Rate means a recurring charge.

Rights-of-way or *ROW* means a public right-of-way within the jurisdiction of the parish.

Parish-owned pole means a utility pole owned or operated by the parish and located within a public right-of-way, or a right-of-way granted to TPCG.

Small wireless facility means a wireless facility that meets both of the following qualifications: (1) the antenna is located inside an enclosure of no more than six (6) cubic feet in volume and (2) all of the wireless equipment associated with the facility has a cumulative volume of no more than twenty-eight (28) cubic feet. In the case of an antenna that has exposed elements, (1) the antenna and all of its exposed elements shall fit within an imaginary enclosure of not more than six (6) cubic feet and (2) all of the wireless equipment associated with the facility has a cumulative volume of no more than twenty-eight (28) cubic feet. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Stealth or *stealth design* means a method of camouflaging any wireless facility or antenna, tower, utility pole, or wireless support structure, including, but not limited to, supporting electrical or mechanical equipment, which is designed to enhance compatibility with adjacent land uses and be as visually unobtrusive as possible. Stealth design may include a repurposed structure.

Telecommunications tower A tower, pole or similar structure that supports a telecommunications antenna operated for commercial purpose above ground in a fixed location, freestanding, guyed, or on a building, residence or other structure.

Utility Pole means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control, signage, or a similar function regardless of ownership, including parish-owned poles. Such term shall not include structures supporting only wireless facilities.

Wireless facility means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated.

Wireless infrastructure provider means any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures, but that is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services Provider means a person who provides wireless services.

Wireless Support Structure means a freestanding structure, such as a monopole, tower, either guyed or self-supporting, billboards, or, other existing or proposed structure designed to support or capable of supporting wireless facilities. Such term shall not include a utility pole.

(Ord. No. 9037, § IV, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

Sec. 6-177. – Pre-Application meeting.

Applicants are encouraged, but not required, to schedule a pre-application meeting with the Department of Planning and Zoning before initiating the CNV process to:

- (a) Review general requirements and standards for small wireless facilities and the requirements of the CNV with the staff; and
- (b) Present a preliminary area plan and map of proposed facilities locations.

Sec. 6-178. – Permit; application and fees.

- (a) *Permit required.* No person shall place, modify, or remove a telecommunication tower or small wireless facility without first filing the appropriate building permit application and obtaining a permit therefore.
- (b) *Commencement of application review.* No application review, or application review timeline under any applicable law, shall commence until an application is delivered to the director of the planning and zoning department or designee. Applications for wireless facilities which require other permits, including, but not limited to, zoning and building permits, shall not be considered complete until applicant has made complete application for those other permits, as well.
- (c) *Community Notice Verification (CNV) Report.* All applications for new or modified small wireless facilities shall include a CNV Report unless otherwise specified in this code. Until all required CNV documents are submitted to the staff, an application will not be deemed complete.
 - (1) At least 18 calendar days prior to applying for a new or modified small wireless facility permit, the applicant shall send by mail or other verifiable delivery method a CNV information packet to all physical addresses, occupants, and property owners located within a 250 feet radius from the proposed facility (the CNV area). The CNV information packet shall include at a minimum:
 - a. A brief description of the proposal.
 - b. An area plan and map showing ~~general~~ locations of proposed facilities.
 - c. A statement identifying a public comment period within which the applicant shall receive comments. The public comment period shall be a minimum of 18 calendar days from the postmark date of the last mailing and the delivery date of the information packet if another delivery method is utilized.
 - d. A general description of how the applicant can be contacted for additional information requests and comments including phone numbers, email address, and websites.
 - e. A statement as to how requests and feedback shall be addressed.
 - f. A general statement that the FCC requires the Parish to take final action on such applications with 60 days for collocations and 90 days for facilities on new support structures.
 - (2) After the conclusion of the public comment period, the applicant shall create a CNV Report. The report shall provide the following information:
 - a. The list of addresses, occupants, and property owners who were sent a CNV information packet and an affidavit from the applicant stating that the information packet was postmarked or otherwise delivered no later than 18 calendar days before the end of the public comment period.
 - b. A listing or catalog of any comments received during the public comment period.
 - c. A statement as to how each comment was or will be addressed. If the comment was not addressed, the applicant shall state the reasons.
 - d. Copies of letters, affidavits, meeting invitations, newsletters, publications, and petitions, and any other outreach or comments received concerning the project.
 - e. The date, time, and location of any meetings held on the project.
- (d) *Application requirements.* The application shall be made by the telecommunication or wireless provider, or its duly authorized representative as may be required by law, and shall contain the following information:

- (1) New facility or New Facility Cluster:
 - a. The applicant's name, address, telephone numbers, and e-mail addresses;
 - b. The telecommunication or wireless provider's name, address, telephone numbers, and e-mail addresses, if different from applicant;
 - c. Complete CNV Report;
 - d. An electronic parish-wide site plan in GIS format, indicating locations and types of all of applicant's permitted wireless facilities;
 - e. A site-specific plan indicating the location of the proposed wireless facility, including physical address and longitude and latitude coordinates, and its relation to other wireless facilities, adjacent properties, the zone of adjacent properties, and the distance from the nearest residence;
 - f. If the proposed wireless facility is to be placed on property owned by anyone other than the parish, the application must include a site-specific statement of consent from the property owners;
 - g. If the proposed wireless facility is to be placed on parish property, the application must include (1) a letter of no objection from the parish, and (2) a fully executed standard right-of-way use agreement, available at Form 2 of Appendix C, Standard Forms, of the Terrebonne Parish Code of Ordinances;
 - h. Manufacturer's specifications on all equipment;
 - i. Digital drawing to scale indicating the elevation profile of the structure with heights of proposed antennas, heights designated for future attachment (if any), any equipment shed or cabinets, cabling, etc. and the location in relation to existing wireless facilities (with carrier names and antenna type). Drawings must be stamped by a Louisiana professional engineer; and
 - j. Any special exceptions or approvals as may be required by the Houma Board of Adjustment or Houma Historic District Commission.
- (2) Modifications, including improvements, alterations, additions, or replacements to existing wireless facilities or facility clusters:
 - a. The applicant's name, address, telephone numbers, and e-mail addresses;
 - b. The telecommunication or wireless provider's name, address, telephone numbers, and e-mail addresses, if different from applicant;
 - c. CNV Report subject to the following conditions:
 - i. If the modification is considered a minor modification or a routine replacement or upgrade of equipment, a CNV report is not required.
 - ii. If the modification is proposed for a facility permitted prior to the establishment of the CNV requirement, and the facility location does not change, a CNV report is not required.
 - iii. If the proposed modification will result in the facility location in an area covered in a final CNV report within the past 5 years, a new CNV report is not required.
 - d. Vicinity map providing location of wireless facility to be modified, including physical address;
 - e. Manufacturer's specifications on all equipment;
 - f. Digital drawing to scale indicating the elevation profile of the structure with heights of proposed antennas, heights designated for future attachment (if any), any equipment shed or cabinets, cabling, etc., and proposed modifications. Drawings must be stamped by a Louisiana professional engineer; and
 - g. Any special exceptions or approvals as may be required by the Houma Board of Adjustment or Houma Historic District Commission.
- (e) *Time for response.* The TPCG shall comply with any applicable federal, state, or local laws governing the time for response to an application under this section. Notwithstanding any law to the contrary, TPCG shall respond to the application within a reasonable time.
- (f) *Rejected application.* If an application is rejected, the applicant shall be required to file a new application.
- (g) *Review and application decision by staff.* The staff shall review the application and consider the following criteria in making a decision to approve, request modified location, or deny a proposed facility:
 - (1) Do the proposed facilities meet the criteria in Sec. 6.175., Purpose and Intent, of this section?
 - (2) Do the proposed facilities comply with the standards in Appendix B. Small Wireless Facilities Design Manual?

- (3) Does the CNV Report consider comments and requests from the public?
- (4) Do the proposed facilities comply with all requirements of this code and all other local, regional, state and federal standards?
- (h) *Effect of permit.* A permit from the parish authorizes an applicant to undertake only certain activities in accordance with this chapter and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.
- (i) *Routine maintenance.* An application shall not be required for routine maintenance.
- (j) *Information updates.* Any amendment to information contained in a permit application shall be submitted in writing to the parish within thirty (30) days after the change necessitating the amendment.
- (k) *Permit application fees.* Application fees for new small wireless facilities or modifications to existing small wireless facilities shall be paid at the time of the application in the amount(s) set forth in Table 1409.2.2(4) of Section 109 of the Terrebonne Parish Building Code (Terrebonne Parish Code of Ordinances, Article VI, Chapter 6, Appendix A).
- (l) *Additional costs.* Should the TPCG determine that a permit application fee is insufficient to cover TPCG's costs associated with the application, the TPCG may invoice applicant and applicant shall reimburse the TPCG for those additional costs. Costs may include, but are not limited to staff resources; hired professionals such as engineers, architects, planners, attorneys, telecommunications, and contractors; and post-installation inspection expenses. The parish shall provide the applicant with an invoice itemizing additional costs due, including backup information, and applicant shall reimburse TPCG in full within thirty (30) days from the date of the invoice.
- (m) TPCG may withhold approval of any permit application until applicant reimburses the TPCG in full for these costs. In the event applicant fails to pay the additional costs invoiced under this section, and TPCG places the invoice in the hands of an attorney for collection, the applicant shall be charged with and liable to pay judicial interest from date of invoice, as well as TPCG's attorney's fees, expenses, and costs. TPCG may also revoke applicant's permit for non-payment.

(Ord. No. 9037, § IV, 3-27-19; [Ord. No. 9178, § IV, 9-9-20](#))

Editor's note— See the editor's note to § 6-175.

Sec. 6-179. – Maintenance of facilities.

Wireless Provider, at its sole expense, shall operate and maintain all facilities and their accessories, component parts, support structures, and stealth components in a working, orderly, safe, and neat condition in accordance with local, state, and federal laws. The Parish may, but shall not be obligated to, notify the Wireless Provider of any deficiencies. If the Parish notifies the Wireless Provider of any deficiency of operation or maintenance, Wireless Provider shall remedy the deficiency within ten days of the date of notice. Should the Wireless Provider fail to remedy the deficiency within ten days of notice, the Parish may revoke the Wireless Provider's permit for the said facility and demand removal of the facility and its support structure, accessories, component parts and stealth components at its sole expense.

Sec. 6-180. – Removal, relocation or abandonment of small wireless facilities.

- (a) Within ninety (90) days following written notice from the parish, wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the parish has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any parish improvement, in or upon, or the operations of the parish in or upon, the rights-of-way.
- (b) The parish retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the parish, as the parish may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the parish shall notify the wireless provider and provide the wireless provider an opportunity to move its own facilities prior to cutting or removing a facility and shall notify the wireless provider after cutting or removing a small wireless facility.
- (c) Abandonment of facilities. The wireless provider shall notify the parish in writing within ninety (90) days of its abandonment of a small wireless facility within the rights-of-way of the parish. Following receipt of such notice the parish may direct the wireless provider to remove all or any portion of the small wireless facility and/or its support structure if the parish, or any of its departments, determines that such removal will be in the best interest of the public health, safety and welfare. Failure of the wireless provider to remove the abandoned small wireless facility and/or support structure within thirty (30) days of direction by the parish shall subject the wireless provider to continued annual charges for right-of-way rates applied to the abandoned facility until such time the parish removes the facility and/or support structure itself. Any costs incurred by the parish for the removal of the abandoned facility and/or support structure shall be charged to the wireless provider.

(Ord. No. 9037, § IV, 3-27-19; [Ord. No. 9178, § IV, 9-9-20](#))

Editor's note— See the editor's note to § 6-175.

Sec. 6-181. - Small wireless facilities design manual.

The design and placement of small wireless facilities shall be in compliance with Appendix B, Small Wireless Facilities Design Manual, of this chapter 6 of the Terrebonne Parish Code of Ordinances.

(Ord. No. 9037, § IV, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

Sec. 6-182. - ~~Right of way use~~ **Annual** fees.

(a) ~~Annual~~ **Right of Way** fees. A wireless provider permitted to place small wireless facilities within the rights-of-way shall pay to the parish annual fees for use of the parish rights-of-way as follows:

- (1) Two hundred seventy dollars (\$270.00) per year for each new pole or support structure installed for the support of a small wireless facility, which supports no more than one (1) small wireless facility;
- (2) One hundred seventy dollars (\$170.00) per year for each small wireless facility installed on any existing pole or support structure, resulting in the collocation of the permitted small wireless facility;

(b) Non-Right of Way fees. A wireless provider permitted to place small wireless facilities outside of the public the rights-of-way shall pay to the parish annual fees for use as follows:

- (1) Two hundred seventy dollars (\$270.00) per year for each new pole or support structure installed for the support of a small wireless facility, which supports no more than one (1) small wireless facility;**
- (2) One hundred seventy dollars (\$170.00) per year for each small wireless facility installed on any existing pole or support structure, resulting in the collocation of the permitted small wireless facility;**

~~(b)~~ Annual fees are due in advance and shall not be prorated for partial annual use.

~~(c)~~ The first annual fee for each permitted small wireless facility shall be due at the time of permit approval, but before a formal permit is issued.

~~(d)~~ Subsequent annual fees shall be billed to the provider on an annual basis, on or around the first month of each year. Payment is due at receipt of invoice.

~~(e)~~ *Cease payment.* A wireless provider is authorized to remove its facilities from the rights-of-way upon providing the parish with at least thirty (30) days written notice and cease paying the parish compensation for use of the rights-of-way after removal of its facilities.

~~(f)~~ *Make-ready.* For parish-owned utility poles in the rights-of-way, the parish shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the wireless provider.

(Ord. No. 9037, § IV, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

Sec. 6-183. - Setback requirements for construction of communication towers.

(a) Any freestanding tower constructed for communications or cellular phone purposes shall have setback requirements a distance equal to or greater than its height from any residential structure.

(b) Homeowners permitting construction of a tower on home sites on which they reside shall be exempt from the setback requirements.

(c) When constructing a tower in a residential area, public hearings will be encouraged to receive input from the residents.

(d) Any guyed tower constructed for communications or cellular phone purposes shall have setback requirements within the guys from any residential structure.

(Ord. No. 7102, § I, 4-12-06; Ord. No. 9037, § II, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

Sec. 6-184. - Fencing material.

- (a) Fencing shall be required at the base of the communication tower and shall be constructed of wood, vinyl, or plastic material. Hurricane fencing, corrugated tin, or any metal material shall be prohibited.
- (b) Areas designated as FEMA flood zones with elevation requirements of five (5) feet or greater shall be exempt from the fencing regulations.

Sec. 6-185. Small Wireless Facilities Design

- (a) Facilities shall be reasonably designed to objectively comply with the Design Manual to meet the aesthetics necessary to blend into the surrounding environment and complement existing streetscape elements or structures through the use of color, camouflaging and architectural treatment.
- (b) Any equipment mounted to the support structures shall also match the support structure in color and general design unless a different color is needed for public safety or service reliability reasons. All antennas and related equipment mounted to existing utility poles, light structures, or traffic signals shall be camouflaged, screened and/or obscured to the extent technically feasible.
- (c) If new monopoles, utility poles, light structures, or traffic signals are installed for the purpose of small wireless facilities, the antennas and related mounted equipment shall be camouflaged, screened and/or obscured to the extent technically feasible.
- (d) Facilities shall be located such that they do not interfere with public health or safety facilities, such as, but not limited to a fire hydrant, fire station, fire escape, water valve, underground vault, or valve housing structure. New utility poles and other support structures for facilities shall not be installed directly over any water, sewer, or reuse main or service line.

(Ord. No. 7102, § I, 4-12-06; Ord. No. 9037, § II, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

Sec. ~~6-185~~**186**. - Co-use requirements.

- (a) *Towers*. All communications towers shall be encouraged to construct with co-user potential.
- (b) *Small wireless facilities; co-location required*. In an effort to reduce visual clutter in the parish's public rights-of-way, applicants are required to practice collocation of small wireless facilities when practicable as determined by the parish, to the extent permitted under applicable regulations or law, to reasonably and objectively provide the best concealment and aesthetics possible in accordance with the Design Manual.
 - (1) The applicant shall provide verification to the staff that co-location was considered and prioritized when available.
 - (2) If co-location is not an option ~~which~~ **when** such facilities exist in the area, the applicant shall provide a written explanation as to why co-location was not suitable.
 - (3) Notwithstanding any provision in this article to the contrary, the Parish may, using sound planning and/or engineering principals, determine independently whether co-location is available for any small wireless facilities permit. The Parish shall tax costs of consultants used for this determination to the applicant.

(Ord. No. 7102, § I, 4-12-06; Ord. No. 9037, § II, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

Sec. ~~6-186~~**187**. - Variance for setback requirements.

The setback requirements established by section 6-181 may be waived by the parish council, via ordinance, in accordance with Section 2-11(17) of the Terrebonne Parish Charter, through the recommendation of the director of the department of planning and zoning. Any such waiver of setback requirements shall be consistent with a waiver form approved by legal counsel for the parish government and the department of planning and zoning. A copy of all such waiver forms shall be maintained by the director of the department of planning and zoning.

(Ord. No. 7102, § I, 4-12-06; Ord. No. 9037, §§ II, III, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

Sec. 6-187~~187~~**188**. - Wireless communication facilities permits.

No person shall locate, place, install, renovate, improve, modify, demolish, or remove any wireless cellular tower (macrocells), small cell facility, distributed antenna system, or any component of these facilities within the parish without permit from the Terrebonne Parish Planning and Zoning Department. Under the direction and approval of the parish president, the director of the department of planning and zoning shall and is hereby authorized to develop, implement, and enforce rules, regulations, and permitting requirements for the placement, installation, renovation, improvement, modification, demolition, or removal of any and all communication facilities within the parish intended for use in or being used in commercial wireless telecommunications networks, including towers, tower bases, small cell facilities and distributed antenna systems, and any of their appurtenances. Any rules, regulations, and permitting requirements implemented and enforced shall be within the regulatory framework of the Telecommunications Act, 47 U.S.C. § 332(c)(7), § 253, the Middle Class Tax Relief Act, 47 U.S.C. § 1455(a), any applicable FCC regulations, all as amended, and any other federal, state, or local laws.

(Ord. No. 7102, § I, 4-12-06; Ord. No. 9037, § II, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

Editor's note— See the editor's note to § 6-175.

APPENDIX B. - SMALL WIRELESS FACILITIES DESIGN MANUAL

This Design Manual provides objective, technically feasible criteria applied in a non-discriminatory manner that reasonably matches the aesthetics and character of the immediate area regarding all of the following which the Parish shall consider in reviewing an application.

- (a) The location of any small wireless facilities including their relationship to other existing or planned small wireless sites
- (b) The location of a small wireless facility on a wireless support structure
- (c) The appearance and concealment of small wireless facilities, including those relating to materials used of arranging, screening, and landscaping
- (d) The design and appearance of a wireless support structure including any height requirements adopted in accordance with this document.

It is the goal of the Parish to allow the installation of a small cell wireless infrastructure with a minimum footprint. This shall be accomplished by small cell wireless siting and, to the greatest extent feasible, collocations.

Building permits for new installation, additions to, alterations to, or replacements of any small wireless facilities may be issued under the design provisions listed below. This Manual, however, is not intended to supersede or conflict with engineering, technical, or operational requirements found in the Terrebonne Parish Code of Ordinances and its appendices and Standard Form Agreements.

A. General site requirements. Small wireless facilities:

- 1. Shall not interfere with the use of streets, street furniture (e.g., signs, benches, mailboxes) sidewalks, alleys, parkways, and other public ways, public services, and public places;
- 2. Shall not interfere with the facilities and operations of facilities lawfully located in rights-of-way, servitudes, easements, public or private property;
- 3. Shall be located in a manner that meets the Americans with Disabilities Act of 1990 and does not obstruct, impede or hinder the usual pedestrian or vehicular path of travel;
- 4. Shall provide for the antenna to be located inside an enclosure of no more than six (6) cubic feet in volume and all of the wireless equipment associated with the facility has a cumulative volume of no more than twenty-eight (28) cubic feet, or in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet and all of the wireless equipment associated with the facility has a cumulative volume of no more than twenty-eight (28) cubic feet;
- 5.** The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services;
- 6.** Shall design its base or support equipment to be pole-mounted in a manner to maintain a visual appeal:
 - a. Applicant may apply for a waiver of this requirement when such installation is not possible.
 - b. Waiver is subject to approval by Planning and Zoning Director's or designee's sole discretion.
- 7.** Shall incorporate into its design a method for quick disconnect for the power source, and shutoff shall be accessible by TPCG, SLECA or Entergy;

- 8.** Shall not create visual or physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- 9.** To the extent technically feasible, shall not be located less than six hundred (600') feet, measured pole to pole, from the nearest telecommunication tower or small wireless facility in any given direction, unless collocating;
- 10.** Shall be set back at a distance equal to or greater than its height from any inhabited residential structure;
- 11.** Shall be located a minimum of twelve (12) feet from any driveway apron;
- 12.** Shall be located a minimum of fifteen (15) feet away from any trees to prevent disturbance within the critical root zone of existing trees having a six (6) inch or greater diameter at breast height in the immediate vicinity;
- 13.** Shall not adversely affect the Parish's ability to perform normal parish functions or furnish normal parish services in the vicinity of the location of placement;
- 14.** Shall not result in the Parish incurring costs/expenditures in money/personnel that have not been reimbursed by Applicant;
- 15.** Shall protect against environmental damage, including damage to trees and vegetation;
- 16.** Shall be in continuous compliance with all applicable Federal, State, and local laws including zoning districts;
- 17.** Shall be designed, constructed, operated, and maintained in compliance with all generally applicable health and safety standards, regulations, and laws, including without limitation all applicable regulations for human exposure to RF emissions. Applicant shall provide the Planning and Zoning Director with a report documenting compliance with the FCC's OET Bulletin 65 and its amendments for each wireless facility installation each calendar year or upon request.
- 18.** The maximum allowable noise emitted by the Small Wireless Facility shall not exceed 30dB measured at a distance of three (3) feet from any portion of the facility;
- 19.** No lighting is allowed on wireless facilities unless required for safety measures. If there are lights on the supplied equipment, they must be covered, removed, or deactivated.

B. Site specific requirements. Small wireless facilities:

1. Shall comply with the Terrebonne Parish Code and all applicable zoning ordinances of the Parish;
2. Shall be reasonably and objectively reflective of the aesthetics of the area and incorporate stealth design that mimics the aesthetics of the area whenever possible to maintain visual appeal, taking into consideration the special aesthetics and requirements of the following, non-exclusive areas:
 - a. Residential corridors.
 - b. Commercial corridors.
 - c. Rural areas.
 - d. Historic District.
 - e. Commission-Approved Planned Unit Developments.

For example, in areas with decorative light poles, wireless support structures must be consistent with the decorative light poles, calling for a design that is comparable in scale and incorporates the design characteristics of those poles.

5. To the extent reasonable, shall incorporate stealth and aesthetics to camouflage equipment, cabinets, and any other small wireless facilities accessories, subject to Planning Department approval. Acceptable means of concealment include but are not limited to:
 - a. Tapered antennae shrouds (especially for top-mounted antennas);
 - b. Shapes and colors that match surrounding infrastructure and minimize adverse visual impacts;
6. Shall either use existing structures for placement or require a new structure designed for safety and to conform or reflect the aesthetics such as the same general dimensions, coloration, material, and appearance as other poles and facilities in the area to be located;
7. Shall locate accessories underground to the fullest extent possible.

C. Use of Rights-of-Way.

1. Small wireless facilities, and new or modified utility poles and wireless support structures for the collocation of small wireless facilities, may be placed within the rights-of-way as a permitted use subject to the following requirements:

- a. Shall be accompanied by a Letter of No Objection (LONO) from the manager, operator, or owner of any public property, servitude, right-of-way, or easement when located on a public property, servitude, right-of-way, or easement;
 - b. Each new or modified utility pole or wireless support structure installed in the rights-of-way shall not exceed the greater of:
 - 1) Ten (10) feet above the tallest existing utility pole in the rights-of-way in place as of the effective date of this document located within five hundred (500) feet of the new pole, or,
 - 2) Fifty (50) feet above ground level.
 - c. New small wireless facilities in the rights-of-way shall not exceed the greater of:
 - 1) More than ten (10) feet above an existing utility pole or wireless support structure in the rights-of-way in place as of the effective date of this document; or,
 - 2) Above the height for a new utility pole or wireless support structure under any other section in this document or relating ordinance(s).
2. A permit from the Parish authorizes an applicant to undertake only certain activities in accordance with this document or related ordinance(s), and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.
- D. Application Process Overview:
1. No application review, or application review timeline under any applicable law, shall commence until an application is delivered to the Director of the Planning and Zoning Department or designee. Applications for small wireless facilities shall include a Final CNV report unless otherwise specified.
 2. No permit shall be issued outside of compliance with applicable law and ordinances.
 3. Once a permit is issued by the Parish, the work permitted is subject to all enforcement and inspections authorized by the Terrebonne Parish Code.
 4. Upon completion of the installation work, Applicant shall provide the Parish with an affidavit of compliance, sealed by a professional engineer licensed in the State of Louisiana, certifying all work was carried out consistent with the previously submitted and approved calculations and drawings.
 5. Upon successful completion of required inspections and Parish's receipt of applicant's affidavit of compliance, Parish may issue a certificate of completion.
 6. TPCG may use any professional consultants to assist in the application review process.
 7. Applicant shall comply with any requests made by TPCG within thirty (30) days of the date of request unless TPCG grants an extension.

(Ord. No. 9037, § IV, 3-27-19; **Ord. No. 9178, § IV, 9-9-20**)

CHAPTER 6. BUILDINGS AND STRUCTURES

APPENDIX A. - TERREBONNE PARISH CONSOLIDATED BUILDING CODE

PART II – ADOPTION OF THE CODE

SECTION 109 - FEES

Table 109.2.2(4) Miscellaneous Permit Fees

Purpose of Permit	Basis of Calculation	Minimum
Mardi Gras reviewing stand	Flat Fee (Trade Permits Required as Appropriate)	\$50
On-premises business signage	Flat Fee (Trade Permits Required as Appropriate)	\$125
Off-premises business signs and advertising	Flat Fee (Trade Permits Required as Appropriate)	\$100
Mobile Seafood Vending	Flat Fee (Trade Permits Required as Appropriate)	\$20
Small Wireless Facility Permit for installation or modification	Flat Fee for a single application for up to five (5) Small Wireless Facilities <u>on new poles</u>	\$500 <u>\$1,000</u>
	<u>Flat fee for a single application for up to five (5) Small Wireless Facilities on existing poles</u>	<u>\$500</u>
	<u>Subject to Additional Costs described in Ch.6, Art. VI, Sec. 6-178(D)</u>	
	Flat Fee for each additional Small Wireless Facility beyond the first five (5) (Trade Permits Required as Appropriate)	\$100
	<u>Subject to Additional Costs described in Ch.6, Art. VI, Sec. 6-178(D)</u>	
Miscellaneous other permits	Flat Fee (Trade Permits Required as Appropriate)	\$100

The Chairman recognized the public for comments on the following:

- F. An ordinance to amend the 2020 Adopted Operating Budget of the Terrebonne Parish Consolidated Government for the following items and to provide for related matters.
 - I. Juvenile Detention Department, (\$500,000)
 - II. Parish Prisoners Department, (\$1,016,600)
 - III. Public Safety Fund, (\$2,000,000)
 - IV. Road and Bridge Department, (215,000)
 - V. Criminal Court Fund, \$292,742
 - VI. Houma Fire Department, \$5,957
 - VII. CARES Act-Transit, \$6,043,127
 - VIII. La. Commission on Law Enforcement, Juvenile Detention Department, \$57,218

Mr. J. Amedée moved, seconded by Mr. D. Babin, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. J. Amedée.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. J. AMEDEE
SECONDED BY: MR. D. BABIN

ORDINANCE NO. 9204

AN ORDINANCE TO AMEND THE 2020 ADOPTED OPERATING BUDGET OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT FOR THE FOLLOWING ITEMS AND TO PROVIDE FOR RELATED MATTERS.

- I. Juvenile Detention Department, (\$500,000)
- II. Parish Prisoners Department, (\$1,016,600)
- III. Public Safety Fund, (\$2,000,000)
- IV. Road and Bridge Department, (215,000)
- V. Criminal Court Fund, \$292,742
- VI. Houma Fire Department, \$5,957
- VII. CARES Act-Transit, \$6,043,127
- VIII. La. Commission on Law Enforcement, Juvenile Detention Department, \$57,218

SECTION I

WHEREAS, the 2020 General Fund transfer to the Terrebonne Juvenile Detention Department needs to be decreased by \$500,000, and

WHEREAS, the decrease will increase the General Fund, fund balance.

NOW, THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2020 Adopted Budget be amended to adjust the Terrebonne Juvenile Detention Department. (Attachment A)

SECTION II

WHEREAS, the 2020 General Fund transfer to the Parish Prisoners Department needs to be decreased by \$1,016,600, and

WHEREAS, the decrease will increase the General Fund, fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2020 Adopted Budget be amended to adjust the Parish Prisoners Department. (Attachment B)

SECTION III

WHEREAS, the 2020 General Fund transfer to the Public Safety Fund needs to be decreased by \$2,000,000, and

WHEREAS, the decrease will increase the General Fund, fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2020 Adopted Budget be amended to adjust the Public Safety Fund. (Attachment C)

SECTION IV

WHEREAS, the 2020 General Fund transfer to the Road and Bridge Department needs to be decreased by \$215,000, and

WHEREAS, the decrease will increase the General Fund, fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2020 Adopted Budget be amended to adjust the Road and Bridge Department. (Attachment D)

SECTION V

WHEREAS, the 2020 General Fund transfer to the Criminal Court Fund needs to be increased by 292,742, and

WHEREAS, the increase will be taken from the General Fund, fund balance.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2020 Adopted Budget be amended to adjust the Criminal Court Fund. (Attachment E)

SECTION VI

WHEREAS, the Houma Fire Department received \$5,957 reimbursement for damages that occurred to Ladder 1, and

WHEREAS, this reimbursement needs to be reflected in the Paint/Body Repairs account for the impending repairs to the vehicle.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2020 Adopted Operating Budget be amended to recognize the reimbursement for damages that occurred to the Houma Fire Department vehicle. (Attachment F)

SECTION VII

WHEREAS, the Federal Transit Administration (FTA) has awarded CARES Act funding to Terrebonne Parish Consolidated Government in the amount of \$6,043,127, and

WHEREAS, the purpose of the grant is preventing, preparing, and responding to the COVID-19 within the Transit Program.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government that the 2020 Adopted Budget be amended for the FTA CARES Act funding. (Attachment G)

SECTION VIII

WHEREAS, the Juvenile Detention Department of the Terrebonne Parish Consolidated Government has been approved a grant from the Louisiana Commission on Law Enforcement (LCLE) from the U.S. Department of Justice, Office of Justice Programs for the Coronavirus Emergency Supplement Funding FY2020 for \$57,218, and

WHEREAS, the grant will provide funding to assist local units of government purchase PPE gear, thermal body temperature reader systems, programming for staff and residents in preventing, preparing, and responding to the Coronavirus.

NOW, THEREFORE BE IT FURTHER ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the 2020 Adopted Operating Budget be amended to reflect the funding of the LCLE Grant Award. (Attachment H)

SECTION IX

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

SECTION X

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

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

Prepared By: Finance Department
PC File: 2020-Variou Items – N
Date Prepared: 10/6/2020 BA #16

ATTACHMENT A - Juvenile Detention

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Fund Balance (increase)	n/a	500,000	n/a
Transfer to Juvenile Detention	610,000	(500,000)	110,000
Transfer from General Fund	(610,000)	500,000	(110,000)
Fund Balance (decrease)	n/a	(500,000)	n/a

ATTACHMENT B - Parish Prisoners

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Fund Balance (increase)	n/a	1,016,600	n/a
Transfer to Parish Prisoners	4,803,578	(1,016,600)	3,786,978
Transfer from General Fund	(4,803,578)	1,016,600	(3,786,978)
Fund Balance (decrease)	n/a	(1,016,600)	n/a

ATTACHMENT C - Public Safety Fund

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Fund Balance (increase)	n/a	2,000,000	n/a
Transfer to Public Safety Fund	2,632,283	(2,000,000)	632,283
Transfer from General Fund	(2,632,283)	2,000,000	(632,283)
Fund Balance (decrease)	n/a	(2,000,000)	n/a

ATTACHMENT D - Road and Bridge

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Fund Balance (increase)	n/a	215,000	n/a
Transfer to Road and Bridge	715,000	(215,000)	500,000
Transfer from General Fund	(715,000)	215,000	(500,000)
Fund Balance (decrease)	n/a	(215,000)	n/a

ATTACHMENT E - Criminal Court Fund

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Fund Balance (decrease)	n/a	(292,742)	n/a
Transfer to Criminal Court Fund	1,998,172	292,742	2,290,914
Transfer from General Fund	(1,998,172)	(292,742)	(2,290,914)
Fund Balance (increase)	n/a	292,742	n/a

ATTACHMENT F - Houma Fire Department

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
Compensation Property Damange	(5,517)	(5,957)	(11,474)
Paint/Body Repairs	5,000	5,957	10,957

ATTACHMENT G - Transit

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
FTA Cares Act		(6,043,127)	(6,043,127)
Fund Balance (increase)	n/a	6,043,127	n/a

ATTACHMENT H - Juvenile Detention

	2020		
	<u>Adopted</u>	<u>Change</u>	<u>Amended</u>
LACLE Grant-CESF		(57,218)	(57,218)
Overtime Pay	176,000	13,688	189,688
CESF Supplies		7,130	7,130
CESF Equipment		36,400	36,400

The Chairman recognized the public for comments on the following:

- G. An ordinance to amend Ordinance No. 9075 due to a mutual agreement to terminate the Cooperative Endeavor Agreement with Options for Independence for the donation of eleven (11) surplus adjudicated properties.

Ms. J. Domangue moved, seconded by Mr. G. Michel, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Ms. J. Domangue.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MRS. J. DOMANGUE

SECONDED BY: MR. G. MICHEL

ORDINANCE NO: 9205

AN ORDINANCE TO AMEND ORDINANCE NO. 9075 DUE TO MUTUAL AGREEMENT TO TERMINATE THE COOPERATIVE ENDEAVOR AGREEMENT WITH OPTIONS FOR INDEPENDENCE FOR THE DONATION OF ELEVEN (11) SURPLUS ADJUDICATED PROPERTIES.

WHEREAS, Ordinance No. 9075 declared three (3) properties adjudicated to Terrebonne Parish Consolidated Government as surplus and to enter into a Cooperative Endeavor Agreement with Options for Independence to facilitate the donation of same plus eight (8) additional adjudicated surplus properties, and

WHEREAS, Options for Independence no longer desires to be donated the eleven (11) adjudicated surplus properties in in accordance with Ordinance No. 9075, and

WHEREAS, it has it has been determined by Parish Administration that it is in the best interest to of the Parish to amend Ordinance No. 9075 to rescind only those portions of the ordinance related to the donation of the surplus adjudicated properties and the Cooperative Endeavor Agreement with Options for Independence, and

WHEREAS, the three (3) adjudicated properties that were declared as surplus in Ordinance No. 9075 shall disposed of in accordance with LA R.S. 47:2196, et seq., and

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of Parish Administration be approved; that Ordinance No. 9075 be hereby amended.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

The Chairman recognized the public for comments on the following:

- H. An ordinance to amend the Parish Code of Terrebonne Parish pursuant to the authority of Section 4-13 of the Home Rule Charter by amending Chapter 2, Administration, Article IV, Administrative Organizational Structure, Section 2-87 Organizational Chart to update the Terrebonne Parish Consolidated Government Organizational Chart.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. G. Michel, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. D. W. GUIDR, SR.

SECONDED BY: MR. G. MICHEL

ORDINANCE NO. 9206

AN ORDINANCE TO AMEND THE PARISH CODE OF TERREBONNE PARISH PURSUANT TO THE AUTHORITY OF SECTION 4-13 OF THE HOME RULE CHARTER BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IV, ADMINISTRATIVE ORGANIZATIONAL STRUCTURE, SECTION 2-87 ORGANIZATIONAL CHART TO UPDATE THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT ORGANIZATIONAL CHART, AND TO PROVIDE FOR RELATED MATTERS.

SECTION I

WHEREAS, Section 4-13 of the Home Rule Charter of the Parish of Terrebonne provides for administrative reorganization by the creation, change, alteration, consolidation or abolition of parish departments and the reallocation of the functions, powers, duties and responsibilities of such departments; and

WHEREAS, the Terrebonne Parish Council enacted Ordinance No. 6187, in March 2000, relative to administrative reorganization; and

WHEREAS, the Terrebonne Parish Council amended the reorganization in September 2000 with Ordinance No. 6304 with the creation of the Civic Center Department; and

WHEREAS, the Terrebonne Parish Council enacted Ordinance No. 6846, in February 2004 with the reorganization of the Human Resources and Risk Management Department; and

WHEREAS, the Terrebonne Parish Council enacted Ordinance No. 6878, in May 2004 with the creation of the Coastal Restoration and Preservation Department; and

WHEREAS, the Terrebonne Parish Council established a new parish department of Solid, Hazardous, and Recycling Waste with Ordinance No. 9181, in September 2020; and

BE IT ORDAINED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Parish Organizational Chart be amended to reflect the previous changes and update the organizational chart. The chart is attached as exhibit A, Terrebonne Parish Consolidated Government Organizational Chart 2-87, to reflect the amended changes as of the date of signing of this ordinance.

SECTION II

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

SECTION III

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

THERE WAS RECORDED:

YEAS: G. Michel, J. Amed e, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

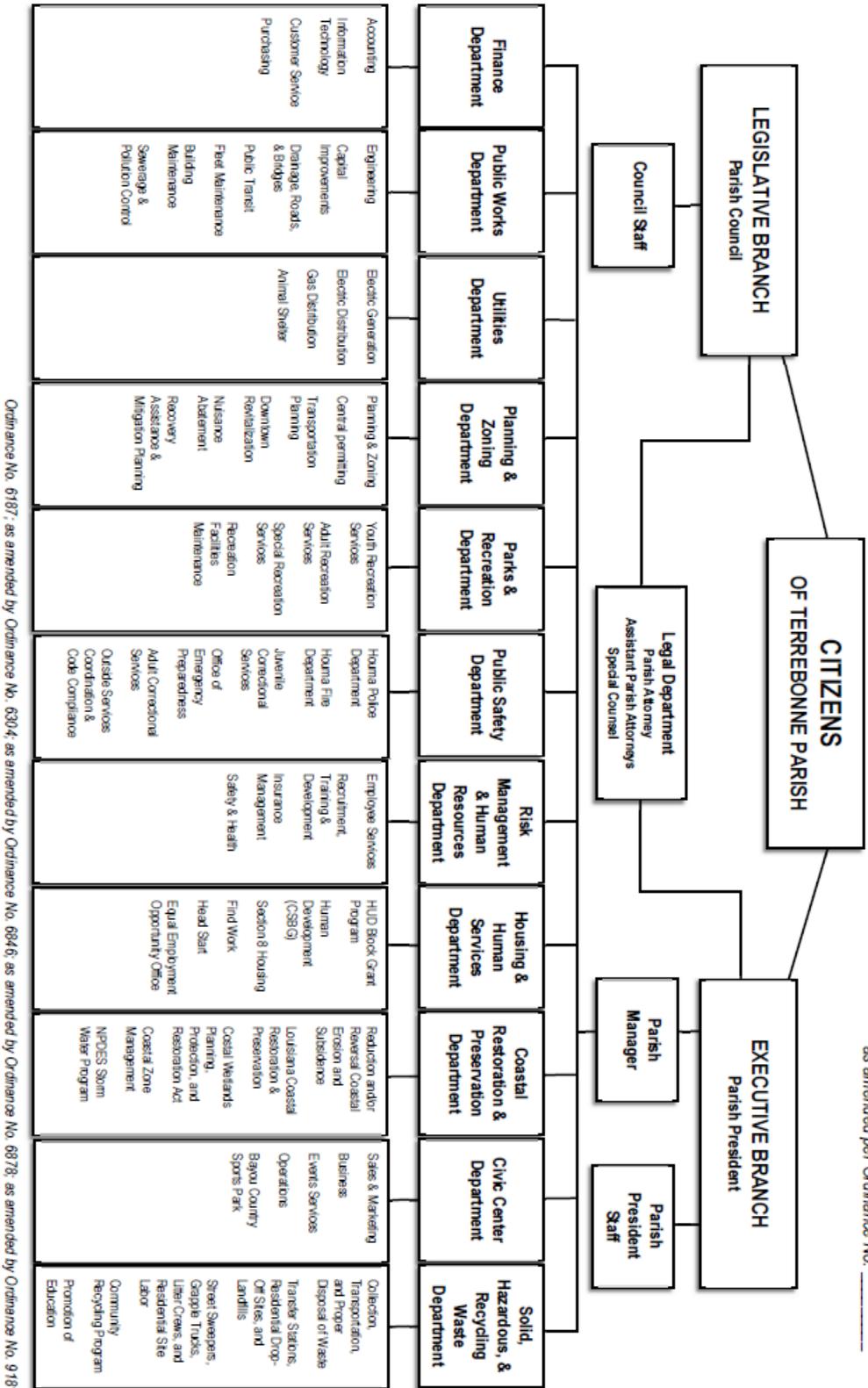
ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT ORGANIZATIONAL CHART

as amended per Ordinance No. _____



Ordinance No. 6187, as amended by Ordinance No. 6304; as amended by Ordinance No. 6846; as amended by Ordinance No. 6878; as amended by Ordinance No. 9181

The Chairman recognized the public for comments on the following:

- I. An ordinance to amend the Terrebonne Parish Code of Ordinances, Chapter 5, “Animals” to provide the addition of procedural rules for dangerous/vicious dog administrative hearings.

Mr. G. Michel moved, seconded by Mr. J. Navy, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. G. MICHEL

SECONDED BY: MR. J. NAVY

ORDINANCE NO. 9207

AN ORDINANCE TO AMEND OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT COUNCIL AMENDING THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT CODE OF ORDINANCES BY AMENDING CHAPTER 5, "ANIMALS" FOR THE PURPOSE OF CLARIFICATION

WHEREAS, Section 1 – 06 of the Home Rule Charter for the Parish of Terrebonne provides that the parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including, but not by way of limitation, the right, power and authority to pass ordinances on all subject matter necessary, requisite or proper for the management of the parish affairs, and all other subject matter without exception, subject only to the limitations that the same shall not be inconsistent with the Constitution or expressly denied by the general law applicable to the parish; and

WHEREAS, in an effort to add and amend procedural rules for informal hearings before the Administrative Hearing Panel on Dangerous and/or Vicious Dogs to be conducted by the Terrebonne Parish Division of Animal Control in accordance with Chapter 5, "Animals" of the Terrebonne Parish Consolidated Government Code of Ordinances; and

WHEREAS, the Terrebonne Parish Division of Animal Control wishes to amend and modify certain provisions within Chapter 5, "Animals" of the Terrebonne Parish Consolidated Government Code of Ordinances; and

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

SECTION I

The following sections of the Code of Ordinances of Terrebonne Parish at Chapter 5, "Animals," are hereby amended, using ~~striketrough~~ to indicate deletions and underlining to indicated additions and are hereby adopted to read as follows:

ARTICLE I. IN GENERAL

Sec. 5-1. Definitions

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to completely forsake and desert an animal previously under the custody or possession of a person without making reasonable arrangements for its proper care, sustenance, and shelter for a period of time exceeding 23 hours.

Animal, as used in this Chapter, means any vertebrate creature excluding Homo sapiens (humans).

Animal Control Authority means the division of Terrebonne Parish Consolidated Government authorized to manage the Terrebonne Parish animal control program and run the Terrebonne Parish Animal Shelter and collect fees and fines associated with the enforcement of this Chapter.

Animal Control Manager means the person employed by the parish as its primary Animal Control Officer and custodian of the Animal Shelter records and who has the responsibility and power to delegate duties and responsibilities to all employees in the division of the Animal Shelter.

Animal Control Officer (ACO) means any person employed by the parish in the division of Animal Control empowered to enforce animal related laws and ordinances, as authorized by law.

Animal Control Specialist means an Animal Control Officer commissioned by the Animal Control Authority by written proclamation of the Animal Control Manager and, pursuant to law, empowered to enforce all animal-related crimes defined by ordinance or state law.

Animal Establishment means a facility, business, association, or non-profit agency that houses animals excluding the parish run Animal Shelter.

Animal Shelter means the Terrebonne Parish Animal Shelter that is a division of the Terrebonne Parish Consolidated Government and the premises designated and owned by the parish for the purposes of impounding, caring for, adopting out, and/or disposing of stray, impounded, abandoned, seized, or unwanted animals in the parish. The division of Animal Shelter is also known as the division of Animal Control.

Attendant means a person other than the owner who is harboring or having in his/her possession any animal.

Bird Sanctuary means a designated area of refuge for birds, being any member of the genetic class Aves, where hunting is illegal.

Cat means a domestic member of the genus *Felis* of either sex that has traditionally, through a long association with humans, lived in a state of dependence upon humans or has been traditionally kept as a household pet (*Felis domesticus*).

Community Cat-Any free roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats that are ear tipped are sterilized and have received at least one vaccination against rabies. Community cats are exempt from any licensing, stray, abandonment and at-large provisions directed towards owned animals. A community cat may also be defined as a cat ‘found’ outside that is brought to an animal shelter and not yet sterilized/ear tipped.

Community Cat Caregiver-A person who provides care, including food, shelter or medical care to a community cat, while not being considered the owner, custodian, harbinger, controller or keeper of a community cat or to have care or charge of a community cat. Caregivers must make every effort to minimize the impact on local wildlife, feed the proper quantity of food for the number of cats in appropriate food containers, discard food containers daily and feed only on their property or with the permission of another landowner (city, state or federal public property).

Community cat caregivers may redeem community cats from the shelter without proof of ownership and are exempt from any charges and/or fees.

Dog means a domestic member of the genus *Canis* of either sex that has traditionally, through a long association with humans, lived in a state of dependence upon humans or has been traditionally kept as a household pet (*Canis familiaris*).

Ear tipping means the removal of the ¼ inch tip of a community cats ear, performed while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, designed to be the universal identification that the community cat is sterilized and lawfully vaccinated against rabies at least once. Caregivers must make every effort to booster the rabies vaccination as per the manufacturer instructions.

Euthanasia means the act of humanely ending an animal's life using the methods approved by the American Veterinary Medical Association (AVMA).

Feral means existing in a wild or untamed state because of, but not limited to, the lack of human contact.

Kennel means any facility or person engaged in breeding, buying, and/or selling dogs, and any premises used for the purposes of those activities.

Livestock means cattle, sheep, swine, goats, horses, mules, burros, asses, and any other farm-raised species.

Owner means any person who keeps in his care, harbors, has custody of an animal, and/or who knowingly permits an animal to remain on or about his/her premises for longer than fourteen (14) consecutive days.

Person means any individual, corporation, partnership, trust, firm, association or other legal entity or juridical person.

Reptile means a vertebrate animal of a class that includes snakes, lizards, crocodiles, turtles, and tortoises.

Restraint means control of an animal which causes the animal to remain in or on the owner's or attendant's property or by a securely fastened leash while off the property of the owner or attendant.

Return to Field means sterilizing, ear tipping and vaccinating a cat large enough for spay/neuter that is found outside and returning him to his original location as opposed to admitting to a shelter.

Seriously injured means any physical injury caused by major trauma including but not limited to unconsciousness, broken bones, obvious disfigurement, or excessive blood loss that causes severe pain, suffering, and/or substantial risk of death.

Seriously ill means any ailment and/or condition that causes severe pain, suffering, and/or substantial risk of death.

Service Animal means a dog that is individually trained to do work or perform tasks for a person with a disability. Examples of such work or tasks include, but are not limited to, guiding the blind, alerting the deaf, pulling a wheelchair, alerting and protecting people susceptible to seizures, reminding those with mental illnesses to take medications, calming those diagnosed with Post Traumatic Stress Disorder (PTSD), or performing other like duties. Service animals are working animals, not pets. The work or task a service animal has been trained to provide must be directly related to the person's disability. A dog whose sole function is to provide comfort or emotional support is not a service animal.

Spayed/Neutered means an animal that has undergone a surgical procedure performed by a veterinarian to prevent conception.

Trap/Neuter/Return (TNR) means the process of humanely trapping, sterilizing, vaccinating against rabies and ear tipping community cats and returning them to their original location.

Wild Animal means any animal, including hybrids, that is not tame by nature; that because of habit, mode of life, or natural instinct, is incapable of being completely domesticated; that requires the exercise of art, force or skill to keep it in subjection. For the purposes of this Chapter, wolves, wolf hybrids, feline species other than *Felis domesticus*, or hybrids thereof, are considered wild animals.

(City Code 1965, § 6-1(a); Parish Code 1979, § 5-1; Ord. No. 4563, 10-10-90)

State law references: Definitions relating to animal shelters, R.S. 3:2462; definitions relating to rabies control, R.S. 40:1276.

Sec. 5-2 Disposition of fines and fees

Except as otherwise provided for by law, all fines and fees collected pursuant to this Chapter shall be payable to the Terrebonne Parish Consolidated Government and dedicated to the Animal Shelter.

State law references: Parishes and municipalities may regulate, R.S. 3:2731

Sec. 5-3. Records.

(a) It shall be the duty of the Animal Control Manager to keep or cause to be kept accurate and detailed records of the licensing, impoundment and disposition of all animals coming into his custody, and all bite cases reported to him and his investigation of such cases.

(b) It shall be the duty of the Animal Control Manager to keep or cause to be kept accurate and detailed records of all monies in his possession belonging to the parish, which records shall be open to inspection at reasonable times by such persons responsible for similar records of the parish and shall be audited by the parish annually in the same manner as other parish records are audited.

(Parish Code 1979, § 5-17)

State law references: Records of licensing of dogs and cats, R.S. 3:2772(A); Operating procedures; Records, R.S. 3:2465 (D).

ARTICLE II. ADMINISTRATION OF ANIMAL CONTROL

Sec. 5-4. Enforcement

(a) Animal Control Authority may exercise all powers necessary or convenient to carry out the provisions of this Chapter and all animal-related crimes defined by ordinance or state law, including but not limited to the following:

- (1) Issue summons for violations of the provisions of this Chapter.
- (2) Any citation or summons issued by an Animal Control Specialist shall recite the violation charged and shall apprise the violator that he has fifteen (15) days from the date of the issuance of the citation or summons to pay the fine to the Terrebonne Parish Consolidated Government at the office of the Animal Shelter. The summons shall further contain a trial date and recite that if after the expiration of fifteen (15) days, the fine has not been paid, a copy of the summons will be forwarded to the Terrebonne Parish District Attorney's Office and a hearing will be held on the trial date. Any summons requiring a hearing shall recite that the violator must appear at a hearing on the date specified in the summons. Violators pleading guilty, no contest, or convicted of the charge shall pay all court costs and all expenses incurred by the parish in the prosecution of the violation.

- (3) The Animal Control Manager or his designee shall have the power to administer oaths and affirmations in connection with charges made and to accept payment of fines in connection with charges made.
- (4) The Terrebonne Parish Sheriff's office and the Houma Police Department shall furnish such police officers as may be necessary to assist in the enforcement of this Chapter and also in the enforcing of all other laws relative to curbing animal cruelty, abandonment, or neglect. Any duly commissioned law enforcement officer of the State of Louisiana, Parish of Terrebonne, or City of Houma is hereby authorized to enforce the provisions of this Chapter and seize animals accordingly.

(Parish Code 1979, § 5-2; Ord. No. 7191, § II, 9-13-06)

State law references: Parishes and municipalities may regulate, R.S. 3:2731; Municipal and parish governing authorities, R.S. 3:2778; commissioning of animal control officers, R.S. 3:2501

Sec. 5-5. Civil liability not affected.

Nothing contained in this Chapter shall be deemed to relieve the owner of any animal from civil liability for damages or injuries to any person or property by reason of an animal's behavior.

(Parish Code 1979, § 5-3)

State law references: Owner of animal answerable for damage caused thereby, C.C. art. 2321.

Sec. 5-6. Posting of notices.

All veterinary hospitals, clinics, animal feed stores, pet supply facilities, animal establishments and any establishment where animal vaccines are sold shall post a notice supplied by the division of Animal Shelter in a conspicuous location alerting the public to regulations in the Parish of Terrebonne regarding rabies vaccinations, animal licensing, animal tags, and animal restraint.

Sec. 5-7. Licensing; failure to license.

- (a) It shall be the duty of every owner residing in the parish to obtain and retain an annual license for each dog and cat three (3) months of age and older, with the exception of community cats. The license certificate shall include the name and address of the owner, a description of the dog or cat including its breed, color, gender, and date of birth or estimated age, and the year and number of the license tag. The annual license fee shall be five dollars (\$5.00) for each spayed or neutered dog or cat and ten dollars (\$10.00) for each dog or cat which is not spayed or neutered.
- (b) For the purposes of this Section, a dog or cat shall be considered spayed or neutered whenever any of the following is applicable:
 - (1) upon presentation of a certificate issued by any licensed veterinarian stating that the dog or cat, if female, was made incapable of producing young by spaying by the veterinarian, or, the dog or cat, if male, was made incapable of producing young by neutering by the veterinarian.
 - (2) upon examination by a licensed veterinarian any dog or cat, whether male or female, is certified by the veterinarian to be incapable of producing young.
 - (3) if the dog or cat has been previously licensed as a spayed or neutered dog or cat.

A male dog or cat may be considered neutered if upon examination it has evidence of castration.

- (c) Dogs used as guides for blind persons and commonly known as “seeing-eye” dogs or dogs used to assist deaf persons and commonly known as “hearing-ear” dogs shall be licensed as other dogs herein provided for, except that the owner or keeper of such dog shall not be required to pay any fee therefore.
- (d) The owner of five (5) or more dogs may procure a kennel license and pay a kennel license fee in lieu of the individual dog licenses and license fees provided for herein. In every case where all animals on the property are spayed/neutered, a sixty percent (60%) discount on the applicable kennel license fee shall be applied.
- (e) Any person with five (5) or more dogs on his property and who breeds and sells dogs retail, wholesale, or to the public is required to procure a kennel license and pay a kennel license fee in lieu of the individual dog licenses and license fees provided for herein.
- (f) The annual kennel license fee is:
 - (1) fifty dollars (\$50.00) if no more than five (5) dogs over the age of six (6) months are harbored on the premises at the time of application;
 - (2) one hundred dollars (\$100.00) if more than five (5) dogs but no more than ten (10) dogs over the age of six (6) months are harbored on the premises at the time of the application; and
 - (3) one hundred fifty dollars (\$150.00) if more than ten (10) dogs over the age of six (6) months are harbored on the premises at the time of the application.
- (g) Upon the issuance of a kennel license, the applicant shall be furnished a number of license tags equal to the number of dogs harbored on the premises.
- (h) No person that breeds, buys, or sells dogs retail, wholesale, or to the public shall maintain more than twenty (20) dogs, excluding dogs which are spayed or neutered, over the age of six (6) months at any time.
- (i) Kennels are subject to inspection by Animal Control Officers at reasonable times and with little or no advance notice.
- (j) All dog, cat, and kennel licenses shall be issued for one (1) year. The licensing renewal date shall be one (1) year from the initial license date and on an annual basis thereafter. New residents must license their animal(s) within thirty (30) days of establishing residency in the parish.
- (k) If there is a change in ownership of a dog, cat and/or kennel during the license year, the new owner shall license the dog, cat, and/or kennel within thirty (30) days of the change.
- (l) No person shall use a license for any dog, cat, and/or kennel other than that for which the license was issued.
- (m) It shall be the duty of every owner of a dangerous dog residing in the parish to obtain and retain an annual license for each dangerous dog. The license certificate shall include, in addition to information contained on a general license certificate, a statement that the dog has been declared dangerous. The annual license fee for a dangerous dog shall be one hundred fifty (\$150.00) dollars for each dangerous dog.
- (n) Any person who violates any provision of this section shall be fined \$25.00 for each offense. Additionally, when any person violates subsection (h) of this

Section, an Animal Control Officer may seize, impound, and humanely dispose of any dog exceeding the maximum number of dogs allowed on the premises.

(Parish Code 1979, § 5-4)

State law references: Time for paying dog license tax, R.S. 3:2776; Dog, cat, and kennel licenses fee and certificate; records, R.S. 3:2772; Registration of dangerous dogs; fees, R.S. 14:102.17.

Sec. 5-8. Tag and collar.

(a) Upon complying with the provisions of Section 5-7, there shall be issued to the owner a numbered metallic tag, stamped with the license number, the issuing body, and the year for which issued. The shape or design of such tag shall be changed from year to year.

(b) Every owner and/or attendant is required to see that the license tag is securely fastened to the dog's or cat's collar or harness, which must be worn at all times.

(c) Any person who violates any provision of this section shall be fined \$25.00 for each offense.

(Parish Code 1979, § 5-5)

State law references: License tag and certificate, R.S. 3:2772.

Sec. 5-9. Restraint; failure to restrain.

(a) Each owner and/or attendant shall keep his domestic animal under restraint at all times to prevent the escape from his property or person and shall prevent his animal from threatening, attacking, and/or biting any lawfully acting person or animal.

(b) When off the property of the owner or attendant, every domestic animal must be securely fastened to a leash, in a pet carrier/cage, or in a vehicle. A Service Animal performing its tasks must be harnessed, leashed, or tethered, unless these devices interfere with the Service Animal's work or the owner's disability prevents them from using these restraint devices. In the event the owner of a Service Animal is not using a restraint device, the owner shall maintain control of the animal through voice, signal, or other effective controls.

(c) Every domestic animal shall be restrained in a humane manner that protects the animal from injury and escape while being transported.

(d) Every female dog and cat in estrus or "heat" shall be confined by way of a solid barrier such as a wooden fence, inside the owner or attendant's home, or in a veterinary hospital or animal establishment, in such a manner that another not neutered male of the same species cannot come in contact with such dog or cat, except for intentional breeding purposes. Dogs and cats in estrus are banned from being tethered as the sole means of restraint.

(e) Proper invisible fencing shall have warning signs posted on all sides of the yard warning persons that an animal is present. Signs shall be plainly marked and visible. Domestic animals in estrus, dangerous dogs, and/or domestic animals that have unjustifiably threatened or bitten a human or another animal are banned from utilizing this system. Owners or attendants who have been previously convicted of or plead guilty to the restraint ordinance or similar state law shall not utilize this system except at the discretion of the Animal Control Manager. The owner or attendant is responsible for insuring that the invisible fence is functioning at all times and the domestic animal's collar is on and effectively working.

(f) It shall be unlawful for any person to bring an animal into any public park and/or playground in the parish without affixing a securely fastened leash to the animal and maintaining a firm grasp on the leash at all times while in the park and/or playground. This shall not apply to parks that are designated as "Dog parks".

(g) Community cats are exempt from this section.

~~(g)~~ (h) Any owner or attendant who violates any provision of this Section shall be guilty of failure to restrain.

(1) For the first offense of this Section, and any subsequent offense of this Section occurring more than one (1) year from a previous violation of this Section, an owner or attendant shall be fined forty (\$40.00) dollars for failing to restrain a spayed/neutered animal, and fifty (\$50.00) dollars for failing to restrain an animal that is not spayed/neutered.

(2) An owner or attendant who commits a second offense of this Section within one (1) year of the first offense of this Section shall be fined eighty (\$80.00) dollars for failing to restrain a spayed/neutered animal, and one hundred (\$100.00) dollars for failing to restrain an animal that is not spayed/neutered.

(3) An owner or attendant who commits a third offense of this Section within one (1) year of the previous offense of this Section shall be fined one hundred twenty (\$120.00) dollars for failing to restrain a spayed/neutered animal, and one hundred fifty (\$150.00) dollars for failing to restrain a animal that is not spayed/neutered.

(4) An owner or attendant who commits fourth and subsequent offenses of this Section within one (1) year of the previous offense must appear at trial and shall be, at the discretion of the court, fined not less than one hundred sixty (\$160.00) dollars nor more than five hundred (\$500.00) dollars or imprisoned for not more than thirty (30) days, or both.

(5) Additionally, violators shall pay all court costs and expenses incurred by the parish in the prosecution of these violations.

(Parish Code 1979, § 5-6)

State law references: Local regulation of dogs running at large, R.S. 3:2731; state regulation of dogs running at large, R.S. 3:2771, 3:2773 et seq.

Sec. 5-9.1 Tethering prohibited; exception.

(a) Except as provided in subsection (b) of this section, it shall be unlawful for any person owning or keeping a dog to leave a dog tethered while unsupervised as a means of confinement.

(b) A dog may be tethered to a running line, pulley, or trolley system in accordance with all of the following specifications:

- (1) Only one dog shall be attached to a tether at one time;
- (2) The minimum length of the trolley line shall be 15 feet;
- (3) The tether line shall weigh no more than 5% of the dog's body weight and be made of a substance which cannot be damaged by the dog;
- (4) The dog shall be fitted with an appropriate harness or buckle-style collar properly fitted with room enough for two fingers to fit between the collar and the dog;
- (5) The use of pinch, weighted, or choke collars is prohibited;
- (6) The clamp of proper size and durability shall connect the dog's harness to the tether line and a swivel of proper size and durability shall connect the tether line to the trolley line;
- (7) The trolley system shall maintain the dog's freedom of movement and

freedom from entanglement, and it shall allow access to food, water, shelter, and shade;

- (8) Both ends of the trolley line shall be attached to the stationary objects which cannot be moved by the dog;
- (9) All parts of the trolley line shall be situated at least 5 feet away from any fence to prevent strangulation;
- (10) The dog shall be at least four months old;
- (11) The dog shall be neutered/spayed, unless the dog is tethered within another secured enclosure as a primary means of restraint;
- (12) Under no circumstances shall a female dog in estrus be restrained by a trolley system without direct supervision by the owner or attendant;
- (13) No dog shall be tethered to a trolley system between the hours of 10 p.m. and 6 a.m.

(c) Any person violating this Section shall be guilty of improper tethering of a dog and fined \$100.00 for a first offense and \$200.00 for any second and subsequent offense.

(d) Any person violating this section three or more times within the span of the 12-month period shall be charged with the crime of animal neglect as provided in Section 5-19.

Sec. 5-10. Impoundment.

(a) An Animal Control Officer shall seize any dog found not restrained and unaccompanied by its owner or attendant.

(b) The Animal Control Officer(s) may seize any domestic animal found not restrained and off the property of the owner or attendant.

(c) The Animal Control Officer(s) shall cause any seized animal to be impounded in the Animal Shelter. Impounded ~~domestic animals-dogs~~ shall be confined in a humane manner for a period of not less than ~~seven (7)~~ three (3) days, and thereafter may be adopted/transferred to a person/organization deemed to be responsible and suitable, or euthanized in a humane manner, if not claimed by their owners. There shall be no stray hold period for a community cat so they may be sterilized and returned to their home location or relocated/rehomed. There shall be no stray hold for a puppy or kitten under 3 months.

(d) To enforce the provisions of this Section, an Animal Control Officer, at his discretion, is empowered to go upon any premises to seize, for the purposes of impounding, any animal in accordance with this Section, inclusive of the following:

- (1) Any Animal Control Officer in pursuit of any animal not restrained may follow the animal onto private property to seize the animal if the animal is, in the judgment of the Animal Control Officer, deemed a nuisance or a threat to public health and/or safety.
- (2) An Animal Control Officer may impound any animal that constitutes a serious and imminent threat to public health and/or safety due to the likelihood of its escape from its restraint. The Animal Control Officer shall leave notification of impoundment, setting forth the manner in which the animal may be redeemed. The owner shall be given sufficient time, but no more than ~~seven (7)~~ three (3) days, to repair or replace inadequacies required to prevent the animal from escape, should that be all that is

necessary to resolve the situation, and redeem the animal. At the discretion of the Animal Control Manager, the animal may be held at a veterinary hospital, animal establishment, or at the Animal Shelter during impoundment under this Section. If the owner fails to remedy the inadequacies within ~~seven (7)~~ three (3) days of the date of notice of impound, the animal shall become the property of the division of Animal Control.

(e) If the impounded animal is wearing a collar bearing a tag showing the name and address of its owner, the Animal Control Officer(s) shall immediately, by written notice, notify the owner of the animal, at the address disclosed by the tag on the animal's collar, that the animal has been seized and impounded by it, and unless the owner or attendant of the animal shall, within seven (7) days from the receipt of the notice, claim the animal and pay the associated fees, it shall be adopted out or disposed of in a humane manner.

(f) Additionally, if the ownership of an impounded animal is known to the Animal Control Officer(s), the Animal Control Officer(s), within a reasonable time after impounding the animal, shall make a reasonable effort to notify the owner or attendant of animal that the animal has been seized and impounded by it, and unless the owner or attendant of the animal shall, within seven (7) days of notice, claim the animal and pay the associated fees, it shall be adopted out or disposed of in a humane manner.

(g) Wild animals may be impounded when found not restrained and disposed of in accordance with the law without the seven (7) day impoundment requirement.

~~(h) Feral animals shall be confined in a humane manner for a period of no less than five (5) days and thereafter be disposed of in a humane manner, if not claimed by its owner.~~

(i) (h) Any impounded seriously injured, seriously ill, or motherless un-weaned animal with no known owner may be, at the discretion of the Animal Control Manager, or his designee in his absence, humanely euthanized immediately to prevent further suffering by the animal.

(j) (i) Owners requesting euthanasia for their animal shall pay a euthanasia and disposal fee of ten (\$10.00) dollars per animal. This fee may be waived for an indigent animal owner upon proof of same.

(k) (j) Upon impoundment of an animal that has no proof of current vaccinations, said animal may be vaccinated in an effort to protect said animal from diseases common to the species, and the owner or attendant of such animal shall be liable for a fee of six dollars (\$6.00) to the Animal Shelter.

(City Code 1965, § 6-20; Parish Code 1979, § 5-7)

State law references: Seizure of dogs running at large or on property fenced as a fox pen, R.S. 3:2773.

Sec. 5-11. Impoundment; citizen cooperation.

(a) It is hereby found that the Animal Control Authority's public purpose of protecting the health, safety, and welfare of the citizens of this parish by seizing and impounding stray animals can be greatly facilitated through cooperation of the citizens and residents of this parish.

(b) Therefore, the Animal Shelter, at its discretion, may loan its traps to residents of this parish, pursuant to a written loan agreement, in order to further the cooperation between the Animal Control Authority and the Parish's citizens in seizing and impounding stray animals. The agreement shall include, but not be limited to, the following terms and conditions:

(1) The Animal Shelter shall recover from the borrower any costs associated with damaged, lost, or stolen traps in the amount of \$40.00 per trap.

(2) The Animal Shelter shall recover from the borrower late fees in the amount of

\$10.00 per day for traps not returned by the specified trap return date.

(c) Any person may use his own traps to capture stray animals, provided it is accomplished humanely and with a humane trap which is covered by a solid shelter. Any person who traps a stray animal shall relinquish it to the Animal Shelter within a reasonable time in order to ensure the humane treatment of the animal. No person shall set a trap to capture a stray animal on days the Animal Shelter is closed.

(d) Any person who inhumanely traps an animal and/or relocates a domestic animal is subject to a charge of animal neglect.

Sec. 5-12. Redemption of impounded animals.

(a) The owner shall be entitled to resume possession of an impounded animal, upon compliance with this Chapter and payment of applicable fees and fines, except as otherwise provided in this Chapter.

(b) If an impounded animal is not inoculated against rabies available at the time of impoundment redemption, the owner shall may have the redeemed animal vaccinated for rabies at the Animal Shelter for a cost of \$10.00 per animal.

(c) If an impounded animal is not microchipped available at the time of impoundment redemption, the owner shall may have the redeemed animal microchipped at the Animal Shelter for a cost of \$15.00 per animal.

(d) If an impounded animal is not spayed/neutered at the time of impoundment, the owner shall have the redeemed animal spayed/neutered at the Animal Shelter for a fee of \$50.00 per animal.

~~(d)~~ (e) The owner of an impounded domestic animal not redeemed within the required holding period may, at the discretion of the Animal Control Authority, redeem said animal by complying with this section and Section 5-7 Licensing; failure to license.

~~(e)~~ (f) The owner or attendant of an impounded animal must pay a ten (\$10.00) dollar impound fee and boarding fees of five (\$5.00) dollars per day, including partial days, upon redeeming an animal.

~~(f)~~ (g) The owner of an impounded animal that has threatened, bitten, or attacked a person or that has caused a person or animal to take some form of defensive action to protect itself must pay a twenty-five (\$25.00) dollar impound fee and boarding fees of five (\$5.00) dollars per day; ~~including partial days~~, upon redeeming the animal.

~~(g)~~ (h) For purposes of this Section, one day means twenty-four (24) hours from the time of impoundment and each subsequent 24-hour period thereafter.

~~(h)~~ (i) An owner cannot avoid paying the fees under this Section by redeeming an animal pursuant to subsection ~~(b)~~ (d) of this Section.

(j) The owner may be offered the option to pay to have the impounded animal sterilized, licensed, vaccinated, and microchipped in lieu of reclamation fees if the impounded animal was not involved in an incident as described in subsection (g) of this Section.

(City Code 1965, § 6-21; Parish Code 1979, § 5-8)

State law references: Unlicensed dog not protected by law, R.S. 3:2733; disposition of impounded dogs, R.S. 3:2773.

Sec. 5-13. Adoption of impounded animals

(a) Only animals deemed suitable for adoption by the Animal Control Manager, or his designee, shall be eligible for adoption.

(b) Only persons deemed to be responsible and suitable owners by the Animal

Control Manager, or his designee, shall be eligible to adopt an animal.

(c) Adopters must sign an adoption contract in the form prescribed by the Animal Control Authority and agree to comply with the provisions of this Chapter and other regulations of the parish and/or state. Failure to do so may result in the seizing of the animal(s) by the Animal Control Officer(s) and/or legal action in a court of competent jurisdiction.

(d) Every dog or cat adopted from the Animal Shelter shall be spayed/neutered. Adopted dogs and cats shall only be released to the adopter after the appropriate veterinary services are completed by a licensed veterinarian. Dogs or cats which are temporarily unable to undergo surgery as recommended by a licensed veterinarian may, at the discretion of the Animal Control Manager, be released to a suitable adopter provided the adopter signs a contract in the form prescribed by the division of Animal Control obligating the owner to have the dog or cat spayed/neutered at a later date.

~~(e) Adopters shall be required to pay the following adoption fee(s) at the time of adoption:~~

- ~~—Cats (6 months and older): \$50.00.~~
- ~~—Kittens (under 6 months): \$75.00.~~
- ~~—Dogs (6 months and older): \$100.00.~~
- ~~—Puppies (under 6 months): \$125.00.~~
- ~~—Other animals: \$15.00.~~

(e) Adoption/ transfer fees are at the discretion of the Animal Control Manager and may be waived, with approval from the Council and Parish President, in an effort to decrease the length of stay in the shelter and save more animals.

(f) For the purposes of this section, a male animal may be considered neutered if upon examination it has evidence of castration.

(g) The division of Animal Control may enter into agreements with any animal establishment, which is deemed to be a responsible and suitable establishment by the Animal Control Manager or his designee, for the purposes of transferring animals suitable for adoption to the animal establishment in order to facilitate adoptions. Any animal establishment entering into an agreement with the division of Animal Control pursuant to this Section shall sign a transfer agreement in the form prescribed by the division of Animal Control and agree to comply with the provisions of this Chapter and all applicable state, federal, and local laws. ~~The division of Animal Control shall recover from an animal establishment any costs incurred in rendering medical services to any domestic animal transferred to the animal establishment.~~

(h) Every dog or cat transferred to any animal establishment that is not spayed/neutered at the time of transfer must be spayed/neutered within thirty (30) days of the dog or cat reaching the age of six (6) months. The animal establishment, upon request, shall provide written verification of the completion of the spay/neuter.

~~(i) In an effort to increase the quantity of adoptions, adoption fees may be reduced for a specified amount of time for special adoption events with approval of the parish president.~~

(Parish Code 1979, § 5-9, § 5-14; Ord. No. 4563, 10-10-90)

State law references: Disposition of license fees and penalties, R.S. 3:2734, Licensed veterinarians and veterinary clinics exempt from dog license fees in the conduct of their regular business, R.S. 3:2772(E); Sterilization required, R.S. 3:2472; Adoption standard,

R.S. 3:2473; Confirmation of sterilization, R.S. 3:2474; Exceptions, R.S. 3:2475; Fees, R.S. 3:2476

Sec. 5-14. Exotic and wild animals.

No person shall own, possess, sell, or keep an exotic animal or a wild animal within the parish except in strict compliance with any parish ordinance or federal or state law providing for the same.

Sec. 5-15. Rabies control; failure to vaccinate.

(a) No person shall own, keep, or harbor any dog, cat or ferret three (3) months and older within Terrebonne Parish without it being vaccinated against rabies by a licensed veterinarian. Every owner of a dog, cat, and ferret shall cause said animal to be vaccinated initially with a series of two vaccinations, the first to be administered at three (3) months of age and the second to be administered one year after the initial vaccination. Subsequent booster vaccines shall be administered one year after the administration of the last vaccine administered, except in cases of a medical condition that would preclude proper vaccination or endanger the health of the dog, cat, or ferret. Exceptions shall only be given for dogs, cats, and ferrets after a letter signed by a licensed veterinarian requesting an exception, whether temporarily or indefinitely, has been received by the Animal Shelter.

(b) Whoever violates Subsection (a) of this Section shall be guilty of failure to vaccinate and shall be fined \$50.00 for each offense. After the dog, cat or ferret reaches three (3) months of age, each day the animal remains unvaccinated shall constitute a separate offense.

(c) Any case of an animal biting a human being shall be reported to the Animal Control Authority. Any case of an animal infected with rabies shall be reported to the Animal Control Authority. Any case of an animal suspected of being infected with rabies shall be reported to the Animal Control Authority. It shall be the responsibility of the owner and/or attendant of the animal and/or the person bitten to report such facts to the Animal Control Authority.

(d) Cases of rabies exposure to humans and animals, and cases of animals suspected of being infected with rabies shall be dealt with as required by the Louisiana Administrative Code, Title 51, Part III, Chapter 1, as may be amended.

(e) Any Animal Control Officer is hereby empowered to seize, euthanize, transport, and/or confine any animal that bites a human being, any animal infected with rabies, or any animal suspected of being infected with rabies pursuant to the Louisiana Administrative Code, Title 51, Part III, Chapter 1, as may be amended, and more specifically as follows:

- (1) Any animal whose owner does not have proof of the animal's current rabies vaccination from a licensed veterinarian, shall be confined for a period of not less than 10 days at the Animal Shelter, or, at the owner's option and expense, in a local veterinary hospital of his choice.
- (2) In the case of animals whose ownership is not known, confinement shall be at the Animal Shelter.
- (3) Any domestic animal whose owner presents proof of a current rabies vaccination from a licensed veterinarian may, at the Animal Control Manager's discretion, be allowed to confine the said domestic animal in the owner's home.
- (4) When any animal is confined at the Animal Shelter pursuant to this Section, the confined animal shall not be released from confinement except by written permission of the Animal Control Manager.

(f) In cases where an animal capable of carrying rabies scratches a person causing the skin to be broken, the Animal Control Manager may cause the animal to be confined in the same manner stated above.

(g) When any animal is confined at the Animal Shelter pursuant to this Section, the owner may redeem the animal after the prescribed confinement period upon the determination by the Animal Control Manager, or his designee in his absence, that the animal does not exhibit any signs of being infected with rabies and upon the owner's payment of applicable fees and fines.

(h) An owner who opts to not redeem his animal after the appropriate rabies confinement period shall pay the required boarding fee upon intake or impoundment of said animal.

(i) No person shall kill, or cause to be killed, any rabid animal, any animal suspected of having been exposed to rabies, or any animal that has bitten a person within the prior ten (10) day period, except as provided in this Section. No person shall remove such animal from the parish.

(j) The carcass of any dead animal which has bitten a person and/or is suspected of being infected with rabies shall upon demand be surrendered to the Animal Control Authority.

(k) An exotic or wild animal capable of carrying rabies, that has bitten a human or is suspected of being exposed to rabies, shall be immediately euthanized and the head sent off to the appropriate health department for pathological examination. The same procedure applies to an exotic or wild animal found dead that has bitten a human or is suspected of being exposed to rabies.

(l) All dogs which are property of a law enforcement agency are exempt from the confinement requirements of this Section upon producing proof of a current rabies vaccination. Vaccination records of all law enforcement dogs shall be retained by the agency to which the dog belongs and shall be available for inspection upon request following a reported bite/scratch.

(m) It shall be the duty of every physician or practitioner to report to the Animal Control Authority the names and contact information of persons treated for bites inflicted by animals capable of carrying rabies, together with such other information as will be helpful in rabies control.

(n) It shall be the duty of every licensed veterinarian to report to the Animal Control Authority any domestic animal capable of carrying rabies. It shall also be the duty of every licensed veterinarian to cooperate fully with the Animal Control Authority in its administration of duties and responsibilities under the provisions of this Chapter, including providing timely information relative to the ownership and rabies inoculation status of any animal under his care.

(City Code 1965, § 6-24; Parish Code 1979, § 5-11, § 5-12, § 5-13)

State law references: Killing of dangerous or vicious dog, R.S. 3:2773; rabies control, R.S. 40:4(A)(2), 40:1276 et seq., Reports prepared by physicians in public hospitals, application of public records laws, R.S. 44:7, 44:36, 44:39, State sanitary code to include the authority of parishes and municipalities to enact ordinances for the control of rabies, R.S. 40:1277.

Sec. 5-16. Interference with the Animal Control Authority.

(a) No person shall interfere with, hinder, resist or molest any Animal Control Officer in the performance of any duty of such agent, or seek to release any animal in the custody of an Animal Control Officer or his agents, except as provided in this Chapter.

(b) It shall be unlawful for any person to knowingly interfere with or damage any equipment owned or used by the division of Animal Control or to release any animal contained therein.

(c) It shall be unlawful for any person to make false reports or unfounded complaints to the Animal Control Authority. Any person making such false report or unfounded complaint shall be issued a warning by the Animal Control Authority upon his first offense. Subsequent false reports or unfounded complaints shall be subject to the penalty set forth in subsection (d) below.

(d) Any person violating any part of this Section must appear at trial and any person guilty of violating any part of this Section shall be fined not ~~more~~-less than one hundred dollars (\$100) nor more than five hundred (\$500) dollars, or sentenced to thirty (30) days imprisonment, or both, in addition to restitution, if any, for damaged equipment.

(Parish Code 1979, §§ 5-16, 5-19)

State law references: Public intimidation, R.S. 14:122; threatening an official of the state, R.S. 14:122.2.

Sec. 5-17. Proper care of animals.

Any person having charge, custody, or possession of any animal, either as owner or otherwise, shall provide it with proper food, proper water, proper shelter, proper space, proper veterinary care, and proper grooming.

- (a) Proper food shall be wholesome, palatable, and free from contamination. Food shall be provided in a sanitary receptacle sufficient quantity with consideration of the age, species, condition, and size of animal a minimum of once a day except as directed by a veterinarian.
- (b) Proper water shall be clean drinkable water provided in a sanitary receptacle of appropriate size and design which is affixed to prevent spills and made available as often as necessary for health and comfort to all animals which are in a climate-controlled environment. Animals which are not in a climate-controlled environment shall have proper water available at all times in a sanitary receptacle of appropriate size and design which are affixed to prevent spills. Exceptions shall only be allowed upon the recommendation of a licensed veterinarian.
- (c) Proper shelter shall be well constructed with solid sides, bottom, and top with a doorway and be appropriate for the species, size, physical condition, and age of the animal to provide protection from the weather, i.e., wind, rain, sun or other inclement weather conditions. All animals shall have access to an adequate amount of shade from the sun during hot weather. When outdoor temperatures reach below thirty-two (32) degrees Fahrenheit, all domestic animals must be moved to an enclosed facility or be provided with heat. Proper shelter for enclosed facilities shall be adequately ventilated by natural and/or mechanical means or heated/cooled to provide for the health and well-being of the animal.
- (d) Proper space shall be given to all animals with consideration to the species, size, and age and must be useable, maintained, and free of standing water, accumulated waste and/or debris to allow for proper exercise and freedom of movement as necessary to maintain good physical condition. Unaltered domestic animals of the opposite sex shall not be housed together except in the cases where the owner has selected the animals for intentional breeding.
 - (1) Cage confinement of an animal that is abnormally restrictive shall only be acceptable for temporary confinement, be monitored to be kept free of urine and fecal matter, and allow the animal to stand to its full height, stretch out, turn around, lie down, and make normal postural adjustments comfortably. Animals must be removed from such confines for adequate

exercise.

- (2) Each animal, excluding small mammals, primarily confined in a cage/pen must have a floor space of 1.33 square feet per inch of the length of the animal measured from the tip of the nose to the base of the tail, per animal. For example: One dog measuring thirty-six (36) inches in length must have a floor space of forty-eight (48) square feet. (36" X 1.33 sq. feet = 48 sq. ft). Domestic animals housed together should be socially compatible. The floor of the housing area must be solid, meaning the floor must be constructed from solid materials or the ground itself.
- (3) Cats primarily confined in cages shall be provided with litter pans and litter material which shall be cleaned regularly as necessary to prevent odor and accumulation of urine and fecal matter and provide comfort for the cat.
- (4) Small mammals and rodents, such as guinea pigs, rabbits, hamsters, etc, which are primarily housed in cages shall have a sufficient amount of room for foraging activities, exercise, etc. to maintain a good physical condition.
- (e) Animals shall be afforded proper grooming of the fur, hoof, claw, nail, tooth, beak and/or any other necessary grooming to maintain their health and comfort.
- (f) An animal shall be afforded proper veterinary care as necessary when an animal is sick, diseased, or injured to prevent unnecessary or unjustifiable physical pain or suffering by the animal. Upon request, proof of veterinary care must be provided to an Animal Control Officer.

State law references: Confined animals; necessary food and water, R.S. 14:102.4.

Sec. 5-18. Confined, abandoned animals; seizure.

When a living animal is confined and is found to be without proper water, proper food, and/or proper shelter as necessary to sustain itself, an Animal Control Officer may, as often as is necessary, enter any place in which the animal is confined and supply it with necessary food, water, and/or shelter. If the owner or attendant of said animal does not respond within twenty-four (24) hours to official notification by the Animal Control Officer relative to the animal's neglect, abandonment or conditions, that animal shall be deemed abandoned. Notwithstanding any other provisions in this Chapter, an Animal Control Officer may seize and impound the abandoned animal, and any other animal on the premises, in accordance with Section 5-10.

State law references: Cruelty to animals; simple and aggravated, R.S. 14:102.1; Definitions; cruelty to animals, R.S. 14:102; Confined animals; necessary food and water, R.S. 14:102.4; Municipal corporations to provide punishment for cruelty to animals, R.S. 3:2392.

Sec. 5-19. Animal neglect.

(a) Any person who, having charge, custody, or possession of any animal, either as owner or otherwise, and who unjustifiably fails to provide it with proper food, proper water, proper shelter, proper space, proper veterinary care, or proper grooming shall be guilty of animal neglect.

(b) Any person who carries or causes to be carried a living animal in or upon a vehicle or otherwise in a cruel or inhumane manner shall be guilty of neglect of an animal. An Animal Control Officer, upon complaint of this nature and in the presence of at least one (1) witness, shall be permitted to use all reasonable means, including

breaking a window, in order to free an animal showing physical signs of distress from extreme weather or other symptoms which require immediate action to save the life of the animal. The Animal Control Officer shall be immune from liability for any property damage as a result of such action so long as the intent was to save the life of the animal.

(c) Any person who abandons ~~a confined animal~~ an animal shall be guilty of animal neglect.

(d) Whoever commits animal neglect must appear at trial, and whoever is guilty of animal neglect shall be fined not more than five hundred (\$500) dollars or imprisoned for not more than thirty (30) days, or both. In addition, any person convicted of animal neglect shall be prohibited from owning, possessing, controlling, or having custody of any animal for not less than one (1) year, at the discretion of the court, and upon the court's determination that ownership or possession of an animal by that person would create a threat to the health, safety, or welfare of an animal.

(e) This Section shall not apply to the lawful hunting or trapping of wild animals as provided by law, accepted veterinary practices, accepted livestock and poultry production practices, and activities carried on for scientific or medical research governed by accepted standards, or any other practice listed in LA. R.S. 14:102.1(C), as may be amended.

State law references: Cruelty to animals; simple and aggravated, R.S. 14:102.1; Definitions; cruelty to animals, R.S. 14:102; Confined animals; necessary food and water, R.S. 14:102.4; Municipal corporations to provide punishment for cruelty to animals, R.S. 3:2392.

Sec. 5-20. Seizure and disposition of neglected animals.

(a) When a person is charged with animal neglect, the Animal Control Authority may seize any neglected animal, as well as any other animal on the premises.

(b) The seizing Animal Control Officer shall, within twenty-four (24) hours of the seizure, notify the owner or attendant of the seized animal of the provisions of this Section by posting written notice at the location where the animal was seized or by leaving it with a person of suitable age and discretion residing at the location. When a person is charged with animal neglect for abandoning a confined animal, this written notice shall be made within twenty-four (24) hours of identifying the responsible person.

(c) The seized animals shall be photographed and housed at the Animal Shelter or with a suitable custodian determined by the Animal Control Manager. The seized animal shall be held by the custodian for a period of fifteen (15) consecutive days, including weekends and holidays, after notice of seizure is given. However, nothing in this Section shall prevent the Animal Control Authority from humanely disposing of any animal that has been seized and impounded in accordance with Section 5-18.

(d) Any person claiming an interest in any animal seized pursuant to this Section may prevent the disposition of the animal by posting a bond with the division of Animal Control within fifteen (15) days from the date that the initial notice of seizure was issued in an amount sufficient to secure payment for all reasonable costs incurred in the boarding and treatment for any seized animal for a thirty (30) day period commencing on the date of initial seizure. The amount of the bond shall be determined by the division of Animal Control or its agents as authorized by the court in accordance with the current rate for board and on the condition of the animal. Such bond shall not prevent the division of Animal Control or its agents from disposing of the animal at the end of the thirty (30) day period covered by the bond, unless the person claiming an interest posts an additional bond for such reasonable expenses for the additional thirty (30) day period. In addition, nothing shall prevent the euthanasia of any seized animal, at any time, whether or not any bond was posted, if a licensed

veterinarian determines that the animal is not likely to survive and is suffering, as a result of physical condition. In such instances, the court, in its discretion may order the return of any bond posted, less reasonable costs, at the time of trial.

(e) Upon a person's conviction of animal neglect, it shall be proper for the court, in its discretion, to order the forfeiture and final determination of the custody of any animal found to be neglected or abandoned in accordance with this Section and the forfeiture of the bond posted. The court may, in its discretion order payment of any reasonable or additional costs incurred in the boarding or veterinary treatment of any seized animal prior to its disposition, whether or not a bond was posted. In the event of the acquittal or final discharge without held conviction of the accused, the court shall, on demand, direct the delivery of any animal held in custody to the owner thereof and order the return of any bond posted, less reasonable administrative costs.

State law references: Seizure and disposition of animals cruelly treated, R.S. 14:102.2; Cruelty to animals; simple and aggravated, R.S. 14:102.1.

Sec. 5-21. Search warrant for animal neglect offenses.

If a complaint is made, by affidavit, to any judge authorized to issue search warrants in criminal cases, that the complainant has reason to believe that an animal has been or is being neglected in any building or place, such judge, if satisfied that there is reasonable cause for such belief, shall issue a search warrant to the an Animal Control Specialist or other law enforcement officer authorized to enforce the laws herein, authorizing the officer to make a search of said building or place, and to charge any person found in violation of animal neglect. Said warrant may also authorize an Animal Control Specialist or other law enforcement officer to seize any animal believed to be neglected or abandoned, as well as to seize any other animal on the premises, and to take custody of the animal(s). This section shall not be construed as a limitation on the power of the Animal Control Specialist or other law enforcement officers to seize animals as evidence at the time of the arrest.

State law references: Search warrant; animal cruelty offenses, R.S. 14:102.3.

Sec. 5-22. Animal excrement on public/private property

(a) Any owner or attendant of any animal shall immediately remove and properly dispose of all excrement or waste left by his animal on any public property or on the private property of another.

(b) An owner or attendant of any animal who fails to remove the excrement from his/her animal, shall be fined twenty-five dollars (\$25.00) for each offense.

Sec. 5-23. Taking ownership of stray/found animals

Any domestic animal found by a person other than the parish run Animal Shelter shall be held for fourteen (14) days before claiming ownership and/or adopting/transferring said animal so long as the said animal has not displayed or reported to have displayed any aggression towards humans or other animals and/or has not caused damage nor reported to have caused damage to property. Additionally, reasonable attempts to locate and reunite the found animal with its rightful owner shall be made within the fourteen (14) days, including but not limited to, placing an ad in the local newspaper(s), completing a found report with the Terrebonne Parish Animal Shelter, and having the found animal scanned for a microchip.

Sec. 5-24. Steel leg hold traps prohibited

Steel leg hold traps are banned in Terrebonne Parish except as permitted by the Department of Wildlife and Fisheries and/or their agents to remove dangerous or nuisance animals or as otherwise permitted by state law. The Animal Control Authority may seize illegal leg hold traps and immediately dispose of them with no civil or criminal liability. Any person using steel leg traps unlawfully shall be fined \$50.00 for each offense.

State Law Reference: RS. 56:121.1 Traps; wild quadrupeds; LA Admin. Code Title 76 Wildlife and Fisheries Part V, Chapter 1, §125

Sec. 5-25. Microchipping of Dogs and Cats

All owned dogs and cats over the age of three (3) months must be implanted with an identifying microchip. The owner or attendant is required to register the microchip number to the Animal Control Division and the national registry applicable to the implanted chip. The owner or attendant shall notify the Animal Control Division and the national registry applicable to the implanted chip of any change of ownership of the dog or cat, or any change of address or telephone number. Nothing in this section supersedes, eliminates, or alters the license requirements of Section 5-7. In order to obtain a license for a dog or cat, the dog or cat must be microchipped.

Sec. 5-26. – 5-29. Reserved.

Editor's note: Ord. No. 6492, adopted Sept. 26, 2001, repealed § 5-39, in its entirety. Former § 5-39 pertained to dog and domestic noise control and derived from Ord. No. 5562, § I, adopted March 13, 1996.

ARTICLE III. DANGEROUS AND VICIOUS DOGS

Sec. 5-30. Dangerous Dog; definition.

A dangerous dog is any dog:

(a) previously declared dangerous by a court of competent jurisdiction as provided by La.

R.S. 14:102.13, as may be amended; or

(b) previously declared dangerous by any court of competent jurisdiction within the United States of America; or

(c) previously declared dangerous by another municipality's civil hearing panel, with an equivalent process to that stated in this ordinance, of any state within the United States of America; or

~~(b)~~ (d) declared dangerous by the parish Administrative Hearing Panel as authorized in this Article, because the dog behaves in any of the following manners:

(1) Any dog which, when unprovoked, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner of the dog; or

(2) Any dog which, when unprovoked, bites a person, whether on or off the property of the owner, causing said person to be severely injured; or

(3) Any dog which, when unprovoked, has killed, seriously bitten, inflicted severe injury, or otherwise caused injury to any animal off the property of the owner of the dog; or

(4) Any dog the Administrative Hearing Panel determines, pursuant to its discretion, that has exhibited any other behavior that warrants it be declared a dangerous dog.

(5) If the injury or damage to an animal was sustained while the dog was working as a hunting or herding dog on the property of, or under the control of, its owner, and the damage or injury was to a species or type of animal appropriate to the work of the dog.

Sec. 5-31. - Vicious dog; definition.

A vicious dog is any dog declared vicious by the parish administrative hearing panel as authorized in this article because the dog:

- (1) When unprovoked, and in an aggressive manner kills or inflicts serious injury on a person; or
- (2) Was previously determined to be a dangerous dog pursuant to this article and causes a person to engage in behavior that requires defensive action to prevent bodily injury.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-32. - Dangerous and vicious, exclusions.

No dog shall be declared dangerous or vicious if, at the hearing authorized by this article, evidence presented is sufficient to establish any of the following:

- (1) Any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing a crime upon the property of the owner of the dog.
- (2) Any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was teasing, tormenting, abusing, or assaulting the dog.
- (3) Any injury or damage is sustained by an animal which, at the time the injury or damage was sustained, was teasing, tormenting, abusing, or assaulting the dog.
- (4) If the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault.
- (5) If the injury or damage to an animal was sustained while the dog was working as a hunting or herding dog on the property of, or under the control of, its owner, and the damage or injury was to a species or type of animal appropriate to the work of the dog.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-33. Seizure of suspected dangerous or vicious dogs pending adjudication.

An Animal Control Officer shall seize any dog which the officer has reasonable cause to believe is a dangerous or vicious dog and impound the dog pending final adjudication under the process established by this Article. The dog shall only be released from impound pursuant to the provisions of this Article.

Sec. 5-34. Administration by Terrebonne Parish Division of Animal Control.

The Terrebonne Parish ~~division~~Division of Animal Control shall be responsible for the implementation and subsequent administration of the provisions of this Article.

Sec. 5-35. Powers and duties

(A) The division of Animal Control is hereby authorized and directed to administer the provisions of this Section. In carrying out its administrative duties, the division of Animal Control shall:

- (1) *Procedures.* Establish and administer rules and regulations for proceedings under this Section, together with the maintenance of regular forms for any such proceedings regarding proceedings under this Section, subject to review and approval of the parish president.
- (2) *Record of actions.* Maintain records of all actions taken by the Animal Shelter and the Administrative Hearing Panel in the administration of the provisions of this Section.
- (3) *Hearings.* To convene, upon the violators' request, the Administrative Hearing Panel to consider and rule upon any defense or justification presented by violators; and, to resist and to oppose any deviations from the provisions of this Article, when necessary.
- (4) *Waivers.* To accept and process waivers of hearings as provided for in this Article, to verify same, and to issue orders of disposition and orders for compliance in conjunction with same.
- (5) *Investigations.* Conduct investigations to determine compliance or noncompliance with the provisions of this Article. Incidental to such investigations, an Animal Control Officer, may enter into and upon any land or structure to be inspected or examined.
- (6) *Enforcement.* Issue written notices requiring compliance with the provisions of this Article and issue summons for violations of this Article.
- (7) *Administrative costs.* To collect payment of administrative fees and fines from dog owners in connection with the hearing process pursuant to this Article, and to refund such payments when applicable.

(B) Rules for Informal Hearings Before the Administrative Panel on Dangerous/ Vicious Dogs

- (1) Application for Hearings:
 - (a) Any person whose dog has been seized by the Terrebonne Parish Division of Animal Control on the grounds that the seized dog is dangerous or vicious may request a hearing before the Administrative Hearing Panel (hereinafter "the Panel") under the provisions of Section 5-38 of the Terrebonne Parish Code of Ordinances, provided the request is made in writing to the Terrebonne Parish Division of Animal Control.
 - (b) No request shall be effective unless received by the Division of Animal Control within the time allowed by Terrebonne Parish Code of Ordinances Chapter 5, Article III- The Dangerous and Vicious Dog Ordinance (hereinafter the "Ordinance"). When the deadline for such a request falls on a weekend or parish holiday, the deadline shall fall on the next business day.
 - (c) The Division of Animal Control shall cause the date of receipt of the written request to be noted on each request and shall file the request in the appropriate file.
 - (d) The Division of Animal Control shall immediately schedule a hearing within the time delays provided by the Ordinance.
- (2) Procedure for Hearings
 - (a) Parties may submit copies of evidence to the Panel prior to the hearing, provided copies of such evidence are

simultaneously provided to the opposing party.

- (b) Parties shall have the right, but shall not be required, to be represented by counsel. Parties shall notify the Division of Animal Control if an attorney is retained for representation. When any party is represented by more than one attorney, only one attorney for any party shall be permitted to examine the same witness.
- (c) The rules of evidence as applied in civil trials before the courts of this state need not be strictly complied with, but the Panel shall limit the evidence to matters having a reasonable relevance to the issues before the Panel. The burden of proof shall be on the Animal Control Authority in accordance with the Ordinance.
- (d) Parties and witnesses shall be subject to cross-examination as in civil trials. The Panel looks with favor upon stipulations of undisputed facts. The Division of Animal Control shall be the first to present evidence and testimony, followed by the evidence and testimony of the dog owner. Panel members may ask questions of parties and witnesses.
- (e) The Panel, on request of any party or on its own motion, may sequester witnesses other than parties.
- (f) If any party desires a permanent transcript of the hearing, the party shall furnish a court reporter for said purpose at the party's own expense. Where a court reporter is furnished, the first copy of the original of the transcript shall be filed with the Panel and shall become part of the permanent record of any subsequent appeal.
- (g) The Panel shall issue its written disposition at the conclusion of the hearing.
- (h) The written rules, regulations, and procedures of the Panel and the Terrebonne Parish Code of Ordinances Chapter 5, Article III regarding Dangerous or Vicious Dogs shall be the basis of all hearings.
- (3) Failure to Appear
- (a) If an applicant fails to appear at the place and time fixed for any hearing, the Panel may either postpone the hearing for a compelling reason or proceed with the hearing and render a disposition upon such evidence as may be adduced at the hearing. Administrative fees may be assessed against any applicant failing to appear for a hearing, or failing to notify the Division of Animal Control prior to 24-hours before the scheduled start of the hearing, all as more fully set out in the Ordinance.
- (b) An applicant may withdraw, in writing, his or her request for hearing, provided the written notice of withdrawal is received by the Division of Animal Control no later than 24 hours (excluding weekends and holidays) before the scheduled start of the hearing. In the event of a timely withdrawal, the applicant shall not be assessed any administrative fees.
- (4) Distribution of Panel Rules:
- (a) A copy of the Panel rules shall be distributed to each Panel

member, to the Animal Control Manager, and to each person expressing an interest in requesting a hearing before the Panel.

Sec. 5-36. Notice of seizure and right to hearing.

(a) Except as provided for in subsection (b) of this Section, an Animal Control Specialist Officer shall serve written notice seizure and summons upon the owner of any dog seized under this Article. Service shall be made either personally or domiciliary. Posting notice of seizure and summons on the door(s) of the owner's home is hereby deemed domiciliary service for the purposes of this Article, and the date of posting is hereby deemed the date of service.

(1) The notice of seizure and summons shall bear the following:

- (a) the name or initials of the issuing Animal Control Specialist, who shall affirm the truth of the facts set forth therein; and
- (b) the date and type of service;
- (c) a statement that the owner's dog is suspected of being a dangerous or vicious dog and has been seized and impounded pursuant to this Article; and
- (d) a description of the dog and reasons for seizure; and
- (e) a statement that the owner may admit to the facts alleged in the notice or request a hearing to dispute the facts alleged in the notice; and
- (f) a statement that if the owner fails to do either within seven (7) days of the date of service, the dog shall be disposed of in accordance with Sec. 5-10(c) of this Chapter; and
- (g) a copy of Sections 5-30, 5-31, 5-37, and 5-38 of this Article.

(2) In the event that service notice of seizure and summons is refused, this fact shall be duly noted on the original and all copies of the same.

(3) The original and all copies of the notice of seizure and summons shall constitute a business record of the parish, and shall constitute prima facie evidence that the notice of seizure and summons was issued and that an attempt at service thereof was made in accordance with the provisions of this Section.

(b) *Absentee or unknown owner.* If the owner of the dog is unknown and cannot be ascertained, or if attempts to serve notice of seizure and summons by personal or domiciliary service have been unsuccessful, the dog seized under this Article shall be impounded and disposed of pursuant to Section 5-10(c) of this Chapter.

Sec. 5-37. - Owner's waiver of hearing.

(a) The owner of a dog seized pursuant to this article shall have the option of waiving a hearing to dispute the facts alleged in the notice of seizure of summons, provided the owner attests to the fact that the seized dog is owned by him, is a dangerous or vicious dog as defined in this article, and the owner agrees to comply with all ordinances and state laws regulating dangerous or vicious dogs, subject to further civil or criminal action for future violations. The owner shall, at the time of waiver, pay any applicable fines and fees assessed under this chapter.

(b) The owner's signed attestation shall be verified by the animal control manager or his designee and shall operate as a final disposition of the case under this article.

(c) Immediately upon waiving the hearing pursuant to this article, the dog's owner shall be served an order of final disposition, which shall include an order of compliance with the appropriate sections of this article.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-38. - Right to hearing.

(a) The owner of a dog seized pursuant to this article shall have the right to an informal hearing before an administrative hearing panel to dispute the facts alleged in the notice of seizure and summons, provided the owner requests such a hearing in accordance with the notice of seizure and summons within seven (7) days of the date of service of same. The hearing shall be processed in accordance with the provisions of this article, and such other procedures as may be established and promulgated by the administrative hearing panel subject to the approval of the parish council.

(b) Immediately upon the owner's request for a hearing, the animal control manager, or his designee, shall schedule an informal hearing at a date and time agreeable to all parties, but no later than ten (10) days following the request, at which time the administrative hearing panel shall consider evidence and hear testimony regarding the case and make a determination as to whether the owner's dog is dangerous or vicious or neither, and prepare orders appropriate under this article. If a date and time cannot be agreed upon, the hearing shall be scheduled at the convenience of the administrative hearing panel within the time provided.

(c) The animal control manager, or his designee, shall send notice of hearing to the owner and to each member of the administrative hearing panel advising of the time, place, and location of the informal hearing. The notice of hearing to the owner shall include a copy of this article.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-39. - Administrative hearing panel; creation and authority of same.

There is hereby created and established within the Terrebonne Parish Consolidated Government division of animal control and administratively assisted by the animal control manager or his designee, an administrative hearing panel. The panel shall have jurisdiction over hearings requested pursuant to this article.

(1) The panel shall consist of the parish manager or his designee, the chief of the Houma Police Department or his designee, and the director of the risk management department or his designee.

(2) Functions, powers, and duties. The administrative hearing panel shall serve the following functions, powers, and duties:

a. To accept admissions to, and to hear and determine contests of dangerous or vicious dog notices under the provisions of this article;

b. To issue subpoenas to compel the attendance of a person to give testimony at informal hearings and to compel the production of relevant books, papers, and other things;

c. To adjudicate, when requested, dangerous or vicious dog notices issued under this article;

d. To adjudicate, when requested, appeals of dangerous dog seizures as provided by subsection 5-45(i) of this article;

e. To compile and maintain complete and accurate records relating to all dispositions of dangerous or vicious dog notices, to record all hearings conducted, and, upon request, to furnish a copy of the recording of any hearing conducted, at the requesting person's expense;

f. To answer, within a reasonable period of time, all relevant and reasonable inquiries made by the owner regarding the informal hearing and orders issued by the panel;

g. To determine, at the conclusion of an informal hearing, whether a dog seized pursuant to this article is a dangerous or vicious dog and to make other orders authorized by this article;

h. In each case the panel determines a dog to be dangerous or vicious, to assess fines, if any, and administrative fees incurred by the parish in adjudication of the case.

(Ord. No. 8078, § VII, 12-1-11; Ord. No. 8441, § IV, 7-9-14)

Sec. 5-40. - Schedule of administrative fees.

A schedule of administrative fees shall be established by the administrative hearing panel, subject to the approval of the parish president and with the concurrence of a majority of the parish council. Administrative fees shall include, but not be limited to, the costs associated in the investigation of a dangerous or vicious dog, determining ownership of the dog, processing and serving notice(s) and order(s), attendance at a hearing, and any other administrative tasks required in the proper enforcement of the provisions of this article.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-41. - Adjudication based on submissions.

In cases where a person requesting a hearing provides written good cause for not attending a hearing, either personally or through a representative, the administrative hearing panel may adjudicate the matter on the same date and time based on submissions of the person requesting the hearing, including, but not limited to, letters, memoranda, affidavits, photographs, or other documentary materials. These things shall be admissible as evidence for the purposes of adjudications; however, the panel may exclude from consideration any material which is not relevant to the adjudication of the alleged dangerous or vicious dog.

(Ord. No. 8078, § VII, 12-1-11)

Secs. 5-42—5-43 RESERVED

Sec. 5-44. - Release of a dangerous dog from impound.

(a) The owner of a dangerous dog shall, prior to reclaiming the dog from impound, and within seven (7) days from the date of issuance of a written decision by the administrative hearing panel, pay all fines, costs, and assessments owed and comply with all orders and directives in the panel's written decision, including, but not limited to, section 5-45 of this article. An animal control officer shall, to ensure compliance with properly restraining and confining the dog, inspect the owner's home and any other premises the owner intends to use for keeping the dangerous dog.

(b) If, within the time provided herein, a dangerous dog owner fails to comply with the panel's written decision, the dog shall be deemed unwanted by its owner and shall be disposed of accordingly.

(c) The animal control manager, or his designee, upon good cause shown by the owner, may extend the time for compliance up to seven (7) days.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-45. Keeping a dangerous dog; conditions; failure to comply.

(b) A dangerous dog, while on the owner's property, must be securely confined indoors with no access to screened windows or doors, or in a securely enclosed and locked pen or structure, suitable to prevent it from coming into contact with a person other than the owner, or any other animal, and designed to prevent the dangerous dog from escaping. Such pen shall have secure sides, a secure top, and be securely embedded or bound to a concrete floor to prevent the dog from escaping over, under, or through the structure. The enclosure shall provide a humane existence for the dangerous dog and meet all requirements stated in Section 5-17 Proper care of animals. Dangerous dogs that primarily live indoors must have a privacy fence that is a minimum height of six (6) feet and it must surround all of the home's

entrances. The fence must be adequate to prevent the dangerous dog from penetrating it or escaping by going under, over, or through it. The owner of a dangerous dog shall post signs which read "Beware of Dog" or "Dangerous Dog" in letters at least three inches (3") high on all sides of the structure where they are readily visible to any person approaching the said structure.

(g) The owner of a dangerous dog shall, if the dangerous dog dies, notify the Animal Control Authority of the dog's death within two (2) days. If any dangerous dog escapes confinement or restraint or bites or attacks a person or another animal, the dog's owner shall notify the Animal Control Authority immediately. The owner of a dangerous dog, prior to moving, selling, transferring, or giving the dog to another person, shall provide the Animal Control Authority with the name, address, and telephone number of the new owner for purposes of inspection to ensure compliance with this Section.

Sec. 5-47. - Vicious dog owner prohibited from owning other dogs.

(a) The owner of a dog determined to be a vicious dog may be prohibited by the administrative hearing panel from owning, possessing, controlling, or having custody of any dog for a period of up to three (3) years, when it is found, at proceedings conducted pursuant to this article, that ownership or possession of a dog by that person would create a significant threat to the health, safety, or welfare of the public.

(b) Even after the time of prohibition has expired, this restriction shall continue in full force and effect until the person prohibited from owning any dog satisfies any and all fines, fees, and costs assessed against him by the administrative hearing panel.

(c) Whoever violates an order by the administrative hearing panel prohibiting a person from owning a dog shall be fined five hundred (\$500.00) dollars for each violation.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-49. - Judicial review.

(a) The written order of disposition by the administrative hearing panel shall be the final decision by the parish. Any person or persons, aggrieved by any decision may file a petition for judicial review to the judicial district court of the parish, within five (5) days after the date of the decision.

(b) Unless the division of animal control receives within three (3) days of the date of decision of the panel, written notice from the dog owner of his intent to appeal the panel's decision, the orders of the panel shall commence as specified.

(Ord. No. 8078, § VII, 12-1-11)

Sec. 5-50. - Exceptions.

The provisions of this article shall not apply to:

(1) Any dog which is owned, or the service of which is employed, by any state or local law enforcement agency for the principal purpose of aiding in the detection of criminal activity, enforcement of laws, or apprehension of offenders while on duty.

(2) Any dog trained in accordance with the standards of a national or regional search and rescue association to respond to instructions from its handler in the search and rescue of lost or missing individuals and which dog, together with its handler, is prepared to render search and rescue services at the request of law enforcement while on duty.

(Ord. No. 8078, § VII, 12-1-11)

Secs. 5-51—5-55. - Reserved.

SECTION II

Any and all other provisions of the Code not amended herein, shall remain in full force and effect. If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION III

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-12 or 2-13(b) of the Home Rule Charter or as otherwise required by 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: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

The Chairman recognized the public for comments on the following:

- J. An ordinance to amend the Compensation Plan of the Terrebonne Parish Consolidated Government so as to adjust the structure of the Executive Positions to add the new position of Director of Solid, Hazardous, and Recycling Waste Department.

Mr. D. J. Guidry moved, seconded by Mr. G. Michel, "THAT the Council close the aforementioned public hearing."

The Chairman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

OFFERED BY: MR. D. J. GUIDRY

SECONDED BY: MR. D. BABIN

ORDINANCE NO. 9208

AN ORDINANCE TO AMEND THE COMPENSATION PLAN OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT SO AS TO ADJUST THE STRUCTURE OF THE EXECUTIVE POSITIONS TO ADD THE NEW DIRECTOR OF SOLID, HAZARDOUS AND RECYCLING WASTE DEPARTMENT

WHEREAS, the Terrebonne Parish Council enacted Ordinance No. 7619, in March 2009, relative to administrative reorganization; and

WHEREAS, the Terrebonne Parish Council amended the reorganization in December 2015 with Ordinance No. 8664; and

WHEREAS, the Terrebonne Parish Council enacted Ordinance No. 9116, in December 2019 relative to administration reorganization; and

WHEREAS, the Terrebonne Parish Council established a new parish department of Solid, Hazardous, and Recycling Waste with Ordinance No. 9181, in September 2020; and

WHEREAS, the Parish President recommends adding the Terrebonne Parish Council's newly approved position of Solid, Hazardous and Recycling Waste Director to the executive positions as a Grade II position and no other changes are being made at this time; and

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Executive Director's Pay Structure is hereby amended to include the addition of the Director of Solid, Hazardous, and Recycling Waste and no changes to any other directors in the Executive Director's Pay Structure; and

SECTION I

The Executive Director's Pay Structure is being amended to include the newly created Director of the newly created Department of Solid, Hazardous, and Recycling Waste and there are no other changes being made to the Executive Director's Pay Structure as per the attached Exhibit A.

SECTION II

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

SECTION III

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

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the ordinance adopted on this, the 4th day of November 2020.

Mr. D. J. Guidry moved, seconded by Mr. D. Babin, "THAT, the Council continue the Proposed 2021 Parish Budget and Five-Year Capital Outlay Budget public hearing until November 18, 2020 at 6:30 p.m."

The Chairman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. Babin moved, seconded by Mr. D. W. Guidry, Sr., “THAT the Council return to the regular order of business.”

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman read a proposed add-on to ratify the appointment of Clay Naquin as the Director of the Solid, Hazardous, and Recycling Waste Department and then called for public comments on the aforementioned add on, there were none.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. G. Michel, “THAT, the Council close the call for public comments.”

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. J. Amedée, “THAT, the Council consider the motion to add on to the agenda the matter relative to ratifying the appointment of Clay Naquin as the Director of the Solid, Hazardous, and Recycling Waste Department.”

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. J. Guidry moved, seconded by Mr. J. Amedée, “THAT, the Council, in conformance with the requirements of the Parish Code, ratify the Parish President’s appointment of Mr. Clay Naquin as the Director of the Solid, Hazardous, and Recycling Waste Department.”

The Chairman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. Ron Stoufflet, resident of 311 Midland Dr., addressed the Council regarding a concern with Comcast’s contract cancellation policy.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. G. Michel, “THAT, the Council extend Mr. Ron Stoufflet time for an additional three minutes.”

The Chairman called for a vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. Stoufflet informed the Council that if a customer moves within the Parish, but outside of the Comcast service area, the cancellation fee still applies, and the customer is required to pay a \$230 cancellation fee. He suggested that the Parish request Comcast to waive this provision.

Councilman D. W. Guidry, Sr. suggested that the Parish ask Comcast if they would be willing to waive the cancellation fee, as long as the customer moves somewhere within Terrebonne Parish.

Upon questioning, Parish Manager Mike Toups informed the Council that he will contact a Comcast representative to try and get this matter handled.

Mr. Philip Smith, resident of 3535 Grand Caillou Rd. addressed the Council relative to the Grand Caillou Bayou not being dredged downstream. He stated that when the pumps are turned on, residents downstream of the flow experience significant flooding.

Several council members informed Mr. Smith that this issue will be addressed.

Ms. Lucretia McBride, resident of Burkwall Dr., addressed the Council regarding Island Road and cemetery protection/preservation. She offered her assistance should the Parish need it.

The Chairman called for a report on the Public Services Committee meeting held on 10/26/2020, whereupon the Committee Chairman, noting that ratification of the minutes calls one public hearing on Wednesday, November 18, 2020 at 6:30 p.m., rendered the following:

PUBLIC SERVICES COMMITTEE

OCTOBER 26, 2020

The Chairman, Carl Harding, called the Public Services Committee meeting to order at 5:30 p.m. in the Terrebonne Parish Council Meeting Room with an Invocation led by Committee Member D. W. Guidry, Sr. and the Pledge of Allegiance led by Committee Member J. Domangue. Upon roll call, Committee Members recorded as present were: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding. Committee Members S. Trosclair was recorded as absent. A quorum was declared present.

Mr. Earl Eues, TOHSEP Director, reported on Terrebonne Parish's current COVID-19 cases and death statistics for various age groups, noting that future COVID-19 testing opportunities would be provided. Upon questioning by Mr. Navy, he reported that COVID-19 case statistics for nursing home residents were declining and that future COVID-19 testing sites would be provided by the Louisiana Department of Health and the Louisiana Army National Guard throughout the parish. He noted that notification of future testing sites would be provided through State and Parish social media as well as flyers. Mr. Eues gave an overview of the projected Hurricane Zeta and its potential impacts on the Parish. He then shared the Parish's plans of action for preparing and responding to the storm, noting that sandbag locations were opened earlier in the day for residents in need.

Committee Member J. Navy encouraged the public to remain vigilant and take proactive measures to protect themselves and others from the projected hurricane.

OFFERED BY: MR. G. MICHEL
SECONDED BY: MR. D. W. GUIDRY, SR.

RESOLUTION NO. 20-294

A resolution authorizing the execution of Change Order No. 2 Contract for Parish Project No. 18-ELECTGEN-72 Power Plant Inverter, Chiller Replacement and HVAC Improvements

WHEREAS, by contract dated April 22, 2020, Terrebonne Parish Consolidated Government did award a contract to C.J.'s Electrical Service Inc., for the Power Plant Inverter, Chiller Replacement and HVAC Improvements, Project No. 18-ELECTGEN-72, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1601742 of the records of Terrebonne Parish, Louisiana, and

WHEREAS, a change order has been recommended for an increase in the amount of Thirteen Thousand Nine Hundred Three Dollars and Five Cents (\$13,903.05), current contract time extension for Fourteen (14) calendar days due to the existing Chilled Water Coil replacement on the third floor of the Power Plant, and

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Change Order No. 2 to the construction contract with C.J.'s Electrical Service Inc. for the Power Plant Inverter, Chiller Replacement and HVAC Improvements, Project No. 18-ELECTGEN-72, be, and is hereby, approved.

BE IT FURTHER RESOLVED, that the Parish President, and all appropriate parties be, and they are hereby, authorized to execute Change Order No. 2, for increase in the amount of Thirteen Thousand Nine Hundred Three Dollars and Five Cents (\$13,903.05), and increase in the contract time by Fourteen (14) calendar days.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. D. BABIN
SECONDED BY: MR. D. J. GUIDRY

RESOLUTION NO. 20-295

A resolution authorizing the execution of Change Order No. 3 for the Construction Agreement for Parish Project No. 19-BLDG-30, American Legion Post 31 Building Roof Replacement Phase #1 Renovation Project, Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government entered into a contract dated April 23, 2020 with Edward J. Laperouse Metal Works, Inc., for Parish Project No. 19-BLDG-30, American Legion Post 31 Building Roof Replacement Phase #1 Renovation Project, Terrebonne Parish, Louisiana, and

WHEREAS, it is necessary to cover costs to cover re-design and construction of the steel canopy, and for additional time needed to perform the work. and

WHEREAS, additional time of sixty (60) days are needed due to perform the additional work, and

WHEREAS, this change order will increase the overall contract price by Thirty-Four Thousand, Five Hundred Fifty-Nine Dollars and No Cents (\$34,559.00), and

WHEREAS, this Change Order No. 3 has been recommended by the Architect, Craig C. Hebert, AIA, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Gordon E. Dove of Change Order No. 3 to the construction agreement with Edward J. Laperouse Metal Works, Inc. for Parish Project No. 19-BLDG-30, American Legion Post 31 Building Roof Replacement Phase #1 Renovation Project, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Thirty-Four Thousand, Five Hundred Fifty-Nine Dollars and No Cents (\$34,559.00) with an increase in construction time of sixty (60) days, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Architect, Craig C. Hebert, AIA.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. D. J. GUIDRY

SECONDED BY: MR. D. BABIN

RESOLUTION NO. 20-296

A resolution providing for the ratification of the appointment by Parish President Gordon Dove of the firm of Cheramie + Bruce Architects, APC to provide architectural services for the Southern Regional Branch Library Project, and also authorizing Parish President Gordon Dove to execute the appropriate architectural contract documents for this project.

WHEREAS, Terrebonne Parish wishes to construct a new regional library in the Klondyke area, and

WHEREAS, Parish President Gordon Dove has recommended that the firm of Cheramie + Bruce Architects, APC, be retained to provide the necessary professional services for this project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council does hereby ratify the appointment of the architectural firm of Cheramie + Bruce Architects, APC, by Terrebonne Parish President Gordon Dove for professional architectural services for the Southern Regional Branch Library Project, and

BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an architectural agreement with the firm of Cheramie + Bruce Architects, APC, by Terrebonne Parish President Gordon Dove for the Southern Regional Branch Library Project.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. J. AMEDÉE

SECONDED BY: MR. D. BABIN

RESOLUTION NO. 20-297

A resolution authorizing the Parish President to execute the Department of Health Office of Public Health Strategic National Stockpile (SNS)/Cities Readiness Initiative (CRI) Grant – LAGOV: 2000514766 CFDA #93.069 Agency #0326 in the amount of \$14,396.00 for the expenses of the planning and processing of the 48 hour Mass Antibiotic Dispensing plan for the Terrebonne Parish Office of Homeland Security and Emergency Preparedness.

WHEREAS, the Parish has received a grant from the Department of Health Office of Public Health Strategic National Stockpile (SNS)/Cities Readiness Initiative (CRI) in the amount of \$14,396.00, which the period of this grant expires March 30, 2021, and

WHEREAS, the Parish agrees to apply said funds towards the planning and processing of the 48 hour Mass Antibiotic Dispensing plan expenses related directly to the operations of the Parish’s Office of Emergency Preparedness Department.

BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does authorize Parish President Gordon E. Dove to execute any and all documents relative to this grant.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

Mr. D. J. Guidry moved, seconded by Mr. D. Babin, “THAT the Public Services Committee introduce an ordinance to authorize the acquisition of property, sites and/or servitudes required for the Bayou LaCarpe Drainage Improvements Phase C, Parish Project No. 01-DRA-11; to authorize the Parish President to execute any and all documents necessary to acquire sites, property and/or servitudes for the said purposes; to provide for other matters relative thereto; and call a public hearing on said matter on Wednesday, November 18, 2020 at 6:30 p.m.”

The Chairman called for the vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairman declared the motion adopted.

It was at this time the Chairman ceded the Chair to the Vice-Chairman.

Committee Chairman C. Harding requested some information regarding the number of injuries that take place at Recreation Department events and the insurance coverage provided by the Parish for those participating in these events.

At the Chairman's request, the Vice-Chairman recognized Mr. Dana Ortego, Human Resources and Risk Management Director, who gave a brief overview of insurance coverage and claims made regarding injuries at Recreation Department events in recent years.

The Chairman shared his support for providing additional assistance with emergency medical and transport services for the participants of its Recreation events.

Discussion ensued regarding the availability of insurance coverage for children participating in Recreation programs and the current policies for children wishing to participate in programs who have limited insurance coverage.

Mr. Ortego gave a brief review of the training provided to coaches and parents for filing insurance claims through the Parish's insurance provider as a secondary insurance.

Mr. Lerille clarified that there are currently no trained medical professionals on standby at Parish Recreation events and that first-aid and concussion training is provided to coaches and other staff which includes protocols for contacting emergency medical services should life-threatening injuries occur.

Several Committee Members shared their support for having professional emergency support personnel available at all Recreation Department events in the event a severe injury takes place.

The Vice-Chairman recognized Mr. Mike Toups, Parish Manager, who shared that he had contacted Acadian Ambulance who has agreed to provide, as available, trained emergency service personnel and transports at Terrebonne Parish Recreation programs as a free service to the Parish.

Several Committee Members commended Acadian Ambulance for their cooperation and dedication to providing for the health and safety of Terrebonne Parish residents.

It was at this time that the Chairman resumed the Chair.

Committee Member D. Babin led a discussion regarding an opportunity for the Parish to seek reimbursement for grass-cutting completed along state highways.

The Chairman recognized Mr. Clay Naquin, Solid Waste Administrator, who stated that he would look into the reimbursement opportunity once he began operating as the Solid, Hazardous, and Recycling Waste Director in January 2021 and had an opportunity to review the personnel and equipment available that could be used to complete the grass-cutting. He then clarified he would be responsible for roadside grass-cutting for the Parish and that water lilies and other drainage cleaning efforts were managed by the Public Works Department.

Committee Member J. Navy suggested that the Parish confirm the availability for reimbursement before any further planning took place.

Discussion continued relative to the measures being taken to address the tall grass issues along state highways at both the state and local level.

Several Committee Members shared their support for grass-cutting along state highways and along bridges as a measure to improve vision and better ensure safety for motorists in Terrebonne Parish.

Committee Member D. Babin encouraged the public to remain aware of floodgate closures and to notify those outside of the floodgates that additional closures were likely to occur as the Parish continues to prepare for Hurricane Zeta.

Mr. D. J. Guidry moved, seconded by Ms. J. Domangue, “THAT, there being no further business to come before the Public Services Committee, the meeting be adjourned.”

The Chairman called for the vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairman declared the motion adopted and the meeting was adjourned at 6:28 p.m.

Carl Harding, Chairman

Keith Hampton, Minute Clerk

Mr. C. Harding moved, seconded by Mr. D. J. Guidry, “THAT, the Council accept and ratify the minutes of the Public Services Committee meeting held on 10/26/2020.”

The Chairman called for a vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman called for a report on the Community Development & Planning Committee meeting held on 10/26/2020, whereupon the Committee Chairwoman, noting that ratification of the minutes calls no public hearings rendered the following:

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

OCTOBER 26, 2020

The Chairwoman, Jessica Domangue, called the Community Development & Planning Committee meeting to order at 6:30 p. m. at the Houma-Terrebonne Civic Center with an Invocation offered by Committee Member J. Navy and the Pledge of Allegiance led by Committee Member D. W. Guidry, Sr. Upon roll call, Committee Members recorded as present were: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding. Committee Member S. Trosclair was recorded as absent. A quorum was declared present.

Mr. D. J. Guidry moved, seconded by Mr. C. Harding, “THAT the Community Development and Planning Committee rescind the condemnation order on the structure located at 628 Liberty Street.” (***MOTION VOTED ON AFTER DISCUSSION**)

At the Chairwoman’s request, Mr. Chris Pulaski, Planning and Zoning Director, clarified that the condemnation hearings were scheduled quarterly with the next scheduled hearings to be held in January 2021. He then suggested that the condemnation hearings could be held at the Houma-Terrebonne Civic Center to remain compliant with COVID-19 guidelines as public attendance tended to be greater for those hearings.

Committee Member J. Amedée shared his understanding that the condemnation notices could not be guaranteed to be served by mail due to COVID-19 measures which prohibited calling the public hearings for condemnations at this time.

The Chairwoman recognized Mr. Julius Hebert, Parish Attorney, who clarified that additional measures could be exercised for serving notice to owners of properties considered for condemnation that would allow for the condemnation hearings to take place.

Discussion ensued relative to potential changes to the condemnation hearing procedures being practiced, including having more hearings scheduled with fewer number of properties considered at each hearing and having the condemnation hearings be performed and decided upon by Parish Administration.

*The Chairwoman called for the vote on the aforementioned motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairwoman declared the motion adopted.

OFFERED BY: MR. G. MICHEL

SECONDED BY: MR. J. NAVY

RESOLUTION NO. 20-298

A resolution authorizing the Parish President to execute all necessary documents to submit an application to the Administration for Children and Families for the Head Start Program in Terrebonne Parish and to execute the FY 2021-2026 Five Year Head Start Budget Application.

WHEREAS, it is necessary that an application be submitted by the governing body and the Head Start Policy Council.

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President, Gordon E. Dove, to sign and submit the application to Administration for Children and Families to provide Head Start services.

BE IT FURTHER RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government does hereby authorize the Parish President to sign the agreement associated with this application and any certifications, modifications, etc. that may be associated with the implementation of the agreement.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. D. J. GUIDRY

SECONDED BY: MR. D. BABIN

RESOLUTION NO. 20-299

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO AMEND THE CONTRACT WITH C. H. FENSTERMAKER AND ASSOCIATES, LLC FOR ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES TO IMPLEMENT THE LA SAFE LAKE BOUDREAUX LIVING MITIGATION TERRACES PROJECT.

WHEREAS, The LA SAFE program has awarded \$3,600,000 by the State of Louisiana Office of Community Development Disaster Recovery Unit after a public process and voting that selected this project as a priority for Terrebonne Parish; AND

WHEREAS, the project is intended to create land again in the area above Lake Boudreaux protecting residences and Parish assets; and

WHEREAS, the Parish entered into an agreement with the firm for project management with a specific scope of work; and

WHEREAS, in the implementation of the contract it was determined that a survey needs to be performed to complete the servitude supporting the scope of work; and

WHEREAS, the state has determined that the cost proposed is reasonable and is eligible for payment through the grant;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, (Community Development and Planning Committee) on behalf of the Terrebonne Parish Consolidated Government, that the Parish President is hereby authorized to amend the contract with C. H. Fenstermaker & Associates, LLC to provide the needed additional service for the project referenced above.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. D. BABIN

SECONDED BY: MR. D. W. GUIDRY, SR.

RESOLUTION NO. 20-300

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT AN AMENDMENT TO THE TERREBONNE PARISH GUSTAV/IKE DISASTER RECOVERY PLAN BUDGET TO THE STATE OF LOUISIANA AND HUD TO COMPLY WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM.

WHEREAS, the Terrebonne Parish Consolidated Government has been awarded Community Development Block Grant (CDBG) funding as a result of the damage caused by Hurricanes Gustav and Ike; and

WHEREAS, the Department of Public Works Administrative Building project is complete and requires a small funding increase for final invoices; and

WHEREAS, the Suzie Canal Project and Homeowner Buyout projects are completed; and

WHEREAS, the funds can be reallocated from one project to another as reflected in Attachment A or to an unallocated fund at the request of the state to allow for closeout of the completed projects,

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that that the Parish President, Gordon E. Dove, is authorized to sign, submit and implement the recommended amendment

to the Terrebonne Parish Gustav/Ike Disaster Recovery Plan regarding the projects in Attachment A.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

The Chairwoman recognized Mr. Barry Chauvin, Options for Independence CEO, who clarified that the loan agreement would be in conjunction with a federal home loan grant program which provides long term affordable rental properties and that future grant opportunities could provide for home ownership as well.

Several Committee Members shared their appreciation to Mr. Chauvin and Options for Independence for their efforts to provide affordable housing in Terrebonne Parish. (***RESOLUTION ADOPTED AFTER DISCUSSION**)

OFFERED BY: MR. J. NAVY

SECONDED BY: MR. J. AMEDÉE

RESOLUTION NO. 20-301

A resolution to loan In-Fill Housing Program funds to Options for Independence in an amount not to exceed \$190,000.00 for the financing of six affordable single-family homes located at 131, 135, 147, 151, 132 and 136 Saints Circle, Houma, Louisiana.

WHEREAS, Options for Independence, a qualified non-profit developer, is committed to developing affordable rental housing for low income and disabled citizens of Terrebonne, and

WHEREAS, this loan is conditioned upon Options for Independence meeting all requirements set forth by Terrebonne Parish Consolidated Government upon completion of work.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of Terrebonne Parish Consolidated Government, and the Parish President, does hereby agree to conditionally loan In-Fill Housing Program funds in an amount not to exceed \$190,000.00 to Options for Independence, for the construction of six single family homes.

BE IT FURTHER RESOLVED, that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does, hereby authorize the Parish President to execute all agreements in this regard.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

Mr. C. Harding moved, seconded by Mr. J. Navy, “THAT, there being no further business to come before the Community Development and Planning Committee, the meeting be adjourned.”

The Chairwoman called for the vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: G. Michel and S. Trosclair.

The Chairwoman declared the motion adopted and the meeting was adjourned at 6:40 p.m.

Jessica Domangue, Chairwoman

Keith Hampton, Minute Clerk

Ms. J. Domangue moved, seconded by Mr. D. W. Guidry, Sr., “THAT, the Council accept and ratify the minutes of the Community Development & Planning Committee meeting held on 10/26/2020.”

The Chairman called for a vote on the motion offered by Ms. J. Domangue.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman called for a report on the Budget and Finance Committee meeting held on 10/26/2020, whereupon the Committee Chairman, noting that ratification of the minutes calls two public hearings on Wednesday, November 18, 2020 at 6:30 p.m., rendered the following:

BUDGET & FINANCE COMMITTEE

OCTOBER 26, 2020

The Chairman, Mr. John Navy, called the Budget & Finance Committee meeting to order at 6:42 p. m. in the Terrebonne Parish Council Meeting Room with an Invocation led by Committee Member C. Harding and the Pledge of Allegiance led by Committee Member J. Amedée. Upon roll call, Committee Members recorded as present were: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding. Committee Member G. Michel was recorded as entering the proceedings at 6:50 p.m. Committee Member S. Trosclair was recorded as absent. A quorum was declared present.

OFFERED BY: MR. C. HARDING

SECONDED BY: MR. J. AMEDÉE

RESOLUTION NO. 20-302

WHEREAS, Louisiana Statutory Law provides for the disposal of surplus movable property having a value of \$5,000.00 or less, in addition to other legally permissible means, at private sale which is, in the opinion of the governing authority, not needed for public purposes; and

WHEREAS, the movable property listed in the attached Exhibit A each have a valued of \$5,000.00 or less, as indicated by the values set out next to each item on the attached Exhibit A; and

WHEREAS, the Parish Administration has recommended that the movable property listed in the attached Exhibit A be declared surplus as the items are no longer useful nor serving a public purpose and that authorization be granted for immediate awarding to the highest bidder for all items, including those where the highest bid exceeds \$5,000.00.

NOW THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the movable property listed in the attached Exhibit A be declared surplus and that authorization be granted to dispose of said items by private sale or by any other legally approved method to the highest bidder pursuant to statutory law, including those where the highest bid exceeds \$5,000.00.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. D. BABIN

SECONDED BY: MR. J. AMEDÉE

RESOLUTION NO. 20-303

A resolution authorizing the Parish President to award Bid 20-ITD-64 Purchase of Microsoft Office 365 E3 Yearly Subscriptions for Various Parish Departments

WHEREAS, the Terrebonne Parish Consolidated Government will be receiving electronic bids on November 4, 2020 for Microsoft Office 365 subscriptions on behalf of the Information Technology Division; and

WHEREAS, the Terrebonne Parish Consolidated Government desires authorization to award the contract to the bidder that submits the lowest responsive, responsible bid; and

WHEREAS, the initial contract period shall be for a one (1) year period, beginning on the effective date and ending one (1) year thereafter, with the option to extend the initial one (1) year term for two (2) additional one (1) year terms if mutually agreed upon and provided there is no change in the terms, conditions, specifications and pricing structure.

NOW, THEREFORE BE IT RESOLVED, that the Terrebonne Parish Council (Budget Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, grants authorization to the Parish President to award Bid 20-ITD-64 Purchase of Microsoft Office 365 E3 Yearly Subscriptions for Various Parish Departments to the lowest responsive, responsible bidder; and

BE IT FURTHER RESOLVED that the Parish President be authorized to award the lowest responsive, responsible bidder and execute all appropriate documents for Microsoft Office 365 subscriptions.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. J. AMEDÉE
SECONDED BY: MR. D. BABIN

RESOLUTION NO. 20-304

WHEREAS, on February 19, 2020 Terrebonne Parish Consolidated Government (TPCG) solicited proposals for RFP 19-PURH-41 Security Guard Services for Various Parish Owned Locations for security guard services; and

WHEREAS, after careful evaluation of the submittals by Angela Guidry, Purchasing/Warehouse Manager, and Bobby O'Bryan, HPD Administrative Services Captain, it has been determined that all proposals be rejected to adjust specifications to include new and ongoing procedural changes as pertaining to COVID-19 guidelines; and

WHEREAS, the Parish Administration has concurred with the recommendations to reject all proposals for RFP 19-PURH-41 Security Guard Services for Various Parish Owned Locations and to grant authorization to re-solicit proposals for security guard services at a later date.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Budget and Finance Committee), on behalf of the Terrebonne Parish Consolidated Government, that the recommendations of the Parish Administration be approved for security guard services.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. D. BABIN
SECONDED BY: MR. J. AMEDÉE

RESOLUTION NO. 20-305

A resolution to approve estimated quotes received from J.T. & Company, Inc for the transportation of generators and other components from MOX Facility in South Carolina to Terrebonne Parish Warehouse Division located at 301 Plant Road, Houma Louisiana.

WHEREAS, the quotes were received October 21, 2020, by the Terrebonne Parish Public Works/Drainage Division for the transportation of generators and other components from MOX Facility in South Carolina to Terrebonne Parish Warehouse Division located at 301 Plant Road, Houma Louisiana, and

WHEREAS, the quotes received are an estimated amount and the actual cost for transportation of the generators and other components may be more or less than the quoted price, and

WHEREAS, after careful review by the Public Works Department/Drainage Division it has been determined that the estimated quotes received from J.T. & Company Inc., in the amount of Two Hundred Fifteen Thousand, Nine Hundred Dollars and Zero Cents (\$215,900.00) be accepted, and

WHEREAS, the Parish Administration has recommended that the estimated quotes received from J.T. & Company, Inc for the above mentioned in the amount of Two Hundred Fifteen Thousand, Nine Hundred Dollars and Zero Cents (\$215,900.00) be accepted.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the recommendation of the Parish Administration be approved and that the above mentioned estimated quotes received from J.T. & Company, Inc, be accepted as per attached documents.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

OFFERED BY: MR. J. AMEDÉE

SECONDED BY: MR. D BABIN

RESOLUTION NO. 20-306

WHEREAS, on September 9, 2020 bids were received electronically via Central Auction House by the Terrebonne Parish Consolidated Government (TPCG) for Bid 20-WHSE-30 Purchase of New/Unused Gas Material Inventory (12-Month Requirements Contract), and

WHEREAS, after careful review by Angela Guidry, Purchasing/Warehouse Manager and Cary Robichaux, Gas Distribution Superintendent it has been determined that the bids of Ferguson and Coburn Supply Company are the lowest qualified bids for the items on the attached listings, and

WHEREAS, should the awarded vendor be unable to supply the Warehouse with the required gas material inventory, the division shall be authorized to award the item(s) to the next lowest qualified bidder, and

WHEREAS, Parish Administration has concurred with the recommendation to award the bids of Ferguson and Coburn Supply Company for Bid 20-WHSE-30 Purchase of New/Unused Gas Material Inventory (12-Month Requirements Contract) as per the attached documents.

NOW, THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Budget & Finance Committee), on behalf of the Terrebonne Parish Consolidated Government that the recommendation of Parish Administration be accepted for the purchase of gas material for warehouse inventory, as per attached documents.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D.W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy and C. Harding.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the resolution adopted on this the 26th day of October 2020.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. J. Amedée, "THAT the Budget and Finance Committee introduce an ordinance to authorize the Parish President to execute an amendment of the lease agreement for the Terrebonne Parish Tennis Complex to extend the current lease for an additional four (4) years and call a public hearing on said matter on Wednesday, November 18, 2020 at 6:30 p.m."

The Chairman called for the vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the motion adopted.

Mr. D. Babin moved, seconded by Mr. J. Amedée, "THAT the Budget and Finance Committee introduce an ordinance to amend the 2020 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. Transit, (\$168,322)
- II. Animal Shelter-donations, \$13,648
- III. Emergency Preparedness Department-EMPG, \$33,731
- IV. CARES Act, \$5,927,263
- V. CDBG Ward 7 Levee Elevation, \$202,878
- VI. Road Lighting District #2, \$500,000
- VII. Turning Lanes-Federal Stimulus, (\$43,638)
- VIII. Asphalt Overlay-Federal Stimulus, -0-
- IX. Concrete Section II-Federal Stimulus, (\$3,865)

and call a public hearing on said matter on November 18, 2020 at 6:30 p.m."

(*MOTION VOTED ON AFTER DISCUSSION)

Upon the Chairman's questioning, Ms. Kandace Mauldin, Chief Financial Officer, clarified that the CARES Act budget amendment was for the reimbursement of eligible COVID-19 related expenses through the state's CARES Act funding to various Parish organizations.

*The Chairman called for the vote on the aforementioned motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: G. Michel and S. Trosclair.

The Chairman declared the motion adopted.

A review of the proposed 2021 Budget began on the following funds/departmental budgets:

- a) **Terrebonne ARC (Fund 279; Sm Bk. 126; Big Bk. 322)** – Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget noting that a 5.21 mill ad valorem tax renewed by voters November 16, 2013 will generate an estimated \$5,300,000 in 2021. She then stated that Terrebonne Parish currently has a Cooperative Endeavor Agreement with Terrebonne ARC to provide its services at an estimated \$5,450,000 for 2021. Ms. Mauldin then shared that an independent budget is adopted by TARC's governing authority for its fiscal year ending June 30th and is submitted annually to the appointing authority. (NO ACTION TAKEN)
- b) **Parish President (Fund 151-131; Sm. Bk. 27; Big Bk. 18)** - Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget explaining that in January 2013, Ordinance No. 8258 established the compensation of the Parish President effective upon the term beginning in 2016, with the annual salary being computed as the average salary of the Parish Sheriff, Clerk of Court and Assessor. She stated that one Citizen Inquiry Coordinator, Grade 207, was being eliminated and budgeted capital purchases included two computers for videographers, a vehicle for \$30,000, and a laptop computer for livestreaming. (NO ACTION TAKEN)
- c) **Finance / Accounting (Fund 151-151; Sm. Bk. 33; Big Bk. 22)** – Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget sharing that one

(1) Accounting Specialist, Grade 105, was being eliminated. (NO ACTION TAKEN)

- d) Finance / Customer Service (Fund 151-152; Sm. Bk. 36; Big Bk. 24)** – Chief Finance Officer Kandace Mauldin stated that there were no significant changes. (NO ACTION TAKEN)

It was at this time Mr. G. Michel was recorded as entering the proceedings.

- e) Legal Services (Fund 151-157; Sm. Bk. 39; Big Bk. 26)** – Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget noting that the estimated legal fees for 2021 were \$804,000 and litigation fees were \$676,000. (NO ACTION TAKEN)

- f) Planning Department / Admin / Zoning (Fund 151-193; Sm. Bk. 41; Big Bk. 27)**– Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget stating that one (1) Planner II, Grade 209, was being eliminated. (NO ACTION TAKEN)

- g) Planning Department / Code Violation / Compliance (Fund 151-195; Sm. Bk. 47; Big Bk. 32)** - Chief Finance Officer Kandace Mauldin reviewed the proposed 2021 Budget highlighting that there were no significant changes. (NO ACTION TAKEN)

- h) Planning Department / Museums (Fund 151-560; Sm. Bk. 60; Big Bk. 43)** – Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget noting that the museum operates from self-generated revenue through the gift shop, concessions, commissions, rentals, admissions, membership fees and donations are projected at \$500 for 2021 and its publicity and promotions are projected at \$1,500. She then added that one part-time Facility Maintenance Technician, Grade 106, is being added for 2021. (NO ACTION TAKEN)

- i) Parish Farm Agent (Fund 151-654; Sm. Bk. 68; Big Bk. 51)** - Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget stating that there were no significant changes. (NO ACTION TAKEN)

- j) Planning Department / Marina (Fund 151-680; Sm. Bk. 69; Big Bk. 52)** - Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget highlighting that there were no significant changes. (NO ACTION TAKEN)

- k) Coroner's Office (Fund 151-205; Sm. Bk. 51/300; Big Bk. 36)** - Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget explaining that there were no significant changes. (NO ACTION TAKEN)

- l) Publicity (Fund 151-651; Sm. Bk. 63; Big Bk. 45)** – Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget stating that Holiday Expenses/Parades were budgeted at \$40,000, Beautification Program, \$10,000, Co-sponsorships of various events, \$25,000, Independence Day Celebration, \$10,000, Rougarou Festival, \$20,000, and various After-School Programs, \$40,000. (NO ACTION TAKEN)

Upon Committee Member D. Babin's request, Ms. Mauldin clarified that all of the projected totals for the Publicity Fund were the same as 2020 except for the After-School Programs which was decreased by \$55,000 due to available funding and merged programs.

- m) Emergency Preparedness (Fund 151-912; Sm. Bk. 70; Big Bk. 53)** – Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget highlighting that there were no significant changes. (NO ACTION TAKEN)

- n) Juvenile Detention Center (Fund 202-122; Sm. Bk. 79; Big Bk. 60)** – Chief Finance Officer Kandace Mauldin reviewed the proposed 2021 Budget explaining that two ad valorem taxes, one at .95 mills and one at .93 mills, are levied to fund

the center for twenty years with revenues from these taxes projected to be \$1,917,299 in 2021. She further explained that additional revenues from housing state DOC juveniles and the Office of Youth Development is estimated at \$50,000 for 2021 and from housing out-of-parish juveniles is estimated at \$150,000 for 2021. Ms. Mauldin added that the Center received a general fund supplement and is estimated to be \$1,089,553 for 2021, an increase of \$479,000 from 2020. She then stated that \$250,000 is transferred to the Criminal Court Fund for the Single Point Assessment and Resources Center (SPARC) and that two (2) Juvenile Care Associates, Grade 104, are being eliminated. (NO ACTION TAKEN)

Upon Committee Member D. Babin's request, Ms. Mauldin clarified that the ending fund balances will vary depending on the actual tax revenues collected and that the savings were a result of the elimination of the two open positions and to certain salaries being eligible for CARES Act reimbursement in 2020.

Upon Committee Member D. W. Guidry, Sr.'s inquiry, Ms. Mauldin explained that the General Fund supplement has increased compared to prior years due to lower revenues expected from housing out-of-parish juveniles and salaries not being reimbursed through CARES Act funding.

- o) Recreation Department (Fund 280; Sm. Bk. 129; Big Bk. 326) -** Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget noting that a 2.04 mill ad valorem tax funds the department with proposed revenues of \$2,083,703 for 2021. She stated that Registration Fees were estimated at \$81,016 for 2021, Senior Olympics, \$52,185 for 2021, and Summer Camps, \$200,000 for 2021. She added that the Parish Arts Funding program has been budgeted for \$15,000 as well. (NO ACTION TAKEN)

Upon Committee Member G. Michel's inquiry, Ms. Mauldin clarified that the aforementioned budget only related to the Parish's Recreation Department and that the only funding the Recreation Districts receive is through a cooperative agreement for summer camp programs.

- p) Parks and Grounds (Fund 205-501; Sm. Bk. 99; Big Bk. 92) –** Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget stating that the maintenance contract for grass cutting and park maintenance was budgeted at \$122,000, same as 2020. (NO ACTION TAKEN)
- q) Finance / Purchasing - Warehouse (Fund 380-154; Sm. Bk. 203; Big Bk. 448) -** Chief Finance Officer Kandace Mauldin summarized the proposed 2020 Budget highlighting that the Purchasing - Warehouse Division is funded by an allocation charge to all departments for processing purchase orders and requisitions as well as 6% of the adjudicated property sales. She stated that the total allocated revenues are projected at \$1,020,104 for 2021 with a capital purchase for \$150,000 for a new covered outdoor area in order to store all of the COVID-19 related inventory, supplies, and equipment which may be eligible for reimbursement. (NO ACTION TAKEN)

Committee Member G. Michel stated that the revenues for the Parks and Grounds fund only pertained to those grounds maintained by the Parish with the Recreation Districts remaining responsible for their own properties.

Upon the Chairman's inquiry, Ms. Mauldin clarified that the Parks and Grounds budget did not include funding for the Bayou Country Sports Park being managed by the Parish Administration and that budget changes may be presented at the last budget hearing or as a budget amendment in January 2021.

- r) Finance / Information Technology (Fund 390-192; Sm. Bk. 206; Big Bk. 459) –** Chief Finance Officer Kandace Mauldin reviewed the proposed 2021 Budget explaining that the Information Systems Fund derives revenues from the departments that it services with 2021 user fees projected at \$2,291,421 and two (2) capital purchases of a firewall and a server upgrade. (NO ACTION TAKEN)

Upon the Chairman's request, Ms. Mauldin explained that the Parish would be seeking 75% reimbursement from FEMA for the recent work done as preventative measures on Island Road.

Mr. D. Babin moved, seconded by Mr. G. Michel, "THAT, the Budget & Finance Committee continue the 2021 Budget review."

The Chairman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. D. Babin, "THAT, the Budget & Finance Committee, pursuant to LA R.S. 42:16-17, convene into Executive Session at 7:03 p.m. and invite into said session Parish President Gordon Dove, Parish Manager Mike Toups, Parish Attorney Julius Hebert, Assistant Parish Attorney Brian Marceaux, Human Resources and Risk Management Director J. Dana Ortego, and all Committee Members in order to discuss the following litigation and strategy as it relates to:

Compeaux v. Naquin, et al, Case No. 169899."

The Chairman called for the vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. D. Babin, "THAT, the Budget & Finance Committee reconvene into the regular order of business as per written agenda at 7:14 p.m."

The Chairman called for the vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairman declared the motion adopted.

Mr. D. W. Guidry, Sr. moved, seconded by Mr. D. Babin, "THAT, the Budget & Finance Committee concur with the recommendation of the legal department in the matter of:

Compeaux v. Naquin, et al, Case No. 169899."

The Chairman called for the vote on the motion offered by Mr. D. W. Guidry, Sr.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairman declared the motion adopted.

The Chairman announced that the Regular Council Session meeting scheduled for October 28, 2020 has been cancelled due to the projected impact of Hurricane Zeta.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT, there being no further business to come before the Budget & Finance Committee, the meeting be adjourned."

The Chairman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, J. Navy, and C. Harding.

NAYS: None.

ABSENT: S. Trosclair.

The Chairman declared the motion adopted and the meeting was adjourned at 7:15 p. m.

John Navy, Chairman

Keith Hampton, Minute Clerk

Mr. J. Navy moved, seconded by Mr. J. Amedée, "THAT, the Council accept and ratify the minutes of the Budget and Finance Committee meeting held on 10/26/2020."

The Chairman called for a vote on the motion offered by Mr. J. Navy.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman called for a report on the Budget and Finance Committee meeting held on 11/02/2020, whereupon the Committee Chairman, noting that ratification of the minutes calls one public hearing on Wednesday, November 18, 2020 at 6:30 p.m., rendered the following:

BUDGET & FINANCE COMMITTEE

NOVEMBER 2, 2020

The Chairman, Mr. John Navy, called the Budget & Finance Committee meeting to order at 5:30 p. m. in the Terrebonne Parish Council Meeting Room with an Invocation led by Committee Member C. Harding and the Pledge of Allegiance led by Committee Member S. Trosclair. Upon roll call, Committee Members recorded as present were: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding. Committee Member G. Michel was recorded as absent. A quorum was declared present.

Mr. Earl Eues, TOHSEP Director, reported on Terrebonne Parish's current COVID-19 cases and deaths statistics for various age groups, noting that the number of positive percent cases in the parish was continuing to decline. Upon the Chairman's request, Mr. Eues clarified that residents should continue to get flu vaccinations as a preventative measure then shared his optimism for a less severe flu season as the guidelines for preventing COVID-19 are likely to prevent the spread of the influenza virus.

Mr. Earl Eues then gave a report on Hurricane Zeta and damage assessments, noting the number of residents who had been displaced or still awaiting power restoration. Upon the Chairman's request, he confirmed that tarps were available at the Parish's Warehouse for residents in need of such and that electricity had been restored to all polling places for tomorrow's election.

Several Committee Members commended the many Parish departments, their employees, and other individuals and organizations involved with the preparations for and responses to the damage caused by Hurricane Zeta as well as the utility companies actively working to restore power in areas that sustained greater damage.

Mr. S. Trosclair moved, seconded by Mr. D. W. Guidry, Sr., "THAT the Budget and Finance Committee introduce an ordinance to appoint Anthony J. Alford Insurance Corporation as Agent/Producer of Record for Employee Group Health Insurance/ Self-Funded

Reinsurance Contract for Medical, Dental, and Pharmacy Benefits and call a public hearing on said matter on Wednesday, November 18, 2020 at 6:30 p.m.”

The Chairman called for the vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: G. Michel.

The Chairman declared the motion adopted.

A review of the proposed 2021 Budget began on the following funds/departmental budgets:

- s) **Dedicated Emergency Fund (Fund 200; Sm. Bk. 77; Big Bk. 56)** – Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget, noting that the minimum cap for 2021 is \$3,000,000 and that the fund balance for December 31, 2021 is estimated to exceed the minimum cap at \$3,005,623. (NO ACTION TAKEN)
- t) **Office of Coastal Restoration and Preservation (Fund 215; Sm. Bk. 103; Big Bk. 112)** - Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget explaining that Coastal Impact Fee Collections were budgeted at \$90,000, \$3,700 more than 2020, and the General Fund Supplement is budgeted at \$129,452, which is the same as 2020. (NO ACTION TAKEN)
- u) **Sales Tax Fund (Fund 255; Sm. Bk. 117; Big Bk. 265)** – Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget highlighting that the voters of the Parish approved a ¼% Capital Improvement sales tax in 1976 to fund capital projects and debt service for capital projects, with the 2021 collections being estimated at \$5,587,000, a 0.3% decrease from 2019 collections and the same as the 2020 projected collections. Ms. Mauldin then shared that a transfer of \$4,610,458 to the Capital Improvement Bond Sinking Fund would be made for annual bond requirements and that a reasonable balance was being maintained for future bond payments, usually 60-75% of the next year’s bond debt. She then stated that \$400,000 would be transferred to the Drainage fund for miscellaneous drainage projects, that funds would be transferred to the Capital Projects Control for the Oyster Bed Surge Protection and the road shoulders on Main Project Road, and that \$260,000 would be transferred to the Parishwide Drainage Construction fund for the Lashbrook and Elliot Jones Pump Stations. (NO ACTION TAKEN)
- v) **Terrebonne Levee and Conservation District (Fund 282; Sm. Bk. 143; Big Bk. 356)** – Chief Finance Officer Kandace Mauldin stated that there were no significant changes. (NO ACTION TAKEN)
- w) **Terrebonne Levee and Conservation District (Fund 283; Sm. Bk. 144; Big Bk. 359)** – Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget, noting that, in November 2001, the Parish voters approved a ¼% sales tax dedicated to construction and maintenance of the Morganza to the Gulf Project and that 2021 collections were estimated at \$5,587,158. She added that, in accordance with their intergovernmental agreement, the Levee and Conservation District’s drawdown was \$1,307,988 for Morganza to the Gulf projects and that the Bond Sinking fund would be transferred \$3,640,109. (NO ACTION TAKEN)
- x) **Bayou Country Sports Park (Fund 285; Sm. Bk. 146; Big Bk. 363)**– Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget stating that its Hotel/Motel Tax collections, estimated to be \$242,000 for 2021, would be used for the sports park’s annual debt service of \$202,375 with remaining funds being used to supplement the sports park. (NO ACTION TAKEN)
- y) **Civic Center (Fund 385-197; Sm. Bk. 189; Big Bk. 453)** - Chief Finance Officer Kandace Mauldin reviewed the proposed 2021 Budget highlighting that its special

dedicated Hotel/Motel Tax funds were estimated at \$260,000 for 2021 and its self-generated revenue from rentals, marketing, celebrity promotions, and food and beverage sales were proposed to be \$602,008 for 2021. She added that there was a General Fund supplement for 2021 of \$986,915, same as 2020. (NO ACTION TAKEN)

z) Debt Service Funds (Fund 401-499; Sm. Bk. 217; Big Bk. 469) – Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget noting that the total expenditures on debt services for 2021 was estimated at roughly \$11.7 million. (NO ACTION TAKEN)

aa) Recap Utility Funds (Fund 300 / 301 / 306; Sm. Bk. 160; Big Bk. 373) - Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget stating that the electric residential and commercials sales revenues for 2021 were budgeted at \$15,013,099 and that gas residential and commercial sales were budgeted at \$2,350,000. She added that the sales from the gas distribution system to the power plant for fueling electricity production for 2021 were estimated to be \$1.8 million and a transfer to the GIS fund for the GIS Mapping System totaled \$230,000, same as 2020. Ms. Mauldin explained that Capital Improvements for the Electric Generation department were budgeted at \$515,000 for computer network upgrades and instrument updating. She then highlighted that the Electric Distribution department’s budget included major operating expenses as follows: line clearing and maintenance, \$560,000; line repairs, \$324,500; and substation repairs, \$110,000. Ms. Mauldin added that Capital Improvements for Electric Distribution were requested at \$2,975,000, which included transmission line improvements, building upgrades, system repairs and additions, and a billing system upgrade. She then reviewed the Gas Distribution’s request for capital improvements of \$620,000 which included system additions, regulator replacements, facility maintenance, repairs at the Lucy Street crossing, and upgrades to large meters and its billing system. Ms. Mauldin stated that Utilities Administration was requesting Capital Improvements of \$109,000, which included some A/C units, updated network equipment, and a new work order system. She then shared that the GIS Mapping System department had no significant changes. (NO ACTION TAKEN)

Upon the Chairman’s request, Ms. Mauldin clarified that debt services and expenses relative to the LEPA Unit No. 1 Power Plant were included in the budget as expenses for the Electric Generation department. Upon Committee Member D. W. Guidry’s questioning, she clarified that the increase for projected revenues for the Utilities fund for 2021 as compared to 2020 included the resumption of disconnections and delinquent account fees starting December 1, 2021 that had been paused in response to the outbreak of COVID-19. She then clarified utility payments and other services were available online through mytpcg.org.

Upon the Chairman’s request, Mr. Ernest Brown, Utilities Director, gave a brief update on repairs completed at the Cummins substation under a five-year warranty and confirmed that no additional expenses were expected at this time.

Upon Committee Member D. Babin’s request, Ms. Mauldin clarified that the requests were regarding only new capital and that any leftover funding budgeted for capital improvements is carried over year to year in order to address future repairing or refurbishing of equipment and facilities.

bb) Sanitation Fund (Fund 353-441; Sm. Bk. 184; Big Bk. 426) - Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget explaining that their major operating expenses for 2021 included about \$3.7 million for disposal expenses, about \$1.8 million for transportation, Solid Waste Contract at \$5.4 million, and \$610,080 for mosquito abatement. Ms. Mauldin then explained the proposed transfer of the Vegetation Department to Sanitation and the Solid Waste Division would include the transfer of the following positions: one (1) Operational Supervisor, Grade 109; two (2) Crew Leaders, Grade 107; two (2) Equipment Operator II, Grade 106; five (5) Equipment Operator I, Grade 104; and two (2) Field Technician II, Grade 103. She then reviewed the request for Capital

Purchases of \$630,000, which included a tractor-loader for \$98,000, a pickup truck for \$35,000, and the Ashland Landfill Road Extension for \$500,000. She then added that a Grass Cutting Contract for \$88,000 would later be presented to the Council as a change with funds being transferred from the Roads and Bridges and Drainage departments.

Upon Committee Member C. Harding's request, Ms. Mauldin stated that the funds being transferred for Vegetation to the Solid Waste Division totaled about \$400,000.

cc) Animal Control (Fund 151-442; Sm. Bk. 57; Big Bk. 41) - Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget explaining that Personnel changes were being requested to add one (1) Full-Time Admin. Tech. I and one (1) Full-Time Animal Shelter Attendant and eliminate one (1) Part-Time Admin. Tech. I and one (1) Part-Time Animal Shelter Attendant. (NO ACTION TAKEN)

dd) City Marshal (Fund 209; Sm. Bk. 100; Big Bk. 97) – Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget stating that a General Fund transfer of \$375,088 was estimated for 2021. (NO ACTION TAKEN)

Upon Committee Member D. Babin's request, Ms. Mauldin clarified that the changes in fund balances for the City Marshal were due to conservative estimates for collected fines and forfeitures and for estimated savings through staffing procedures.

ee) Economic Development / Other (Fund 151-652; Sm. Bk. 64; Big Bk. 46) – Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget highlighting that fees for the South Central Planning & Development Commission were \$43,000 for the Regional Membership and that \$70,000 was being budgeted for the Local Matching Funds for Urban System Grant Administration. She then added that funds for TEDA were budgeted at \$372,500, same as 2020, and that the African American Museum was budgeted at \$15,000, \$30,000 less than 2020. (NO ACTION TAKEN)

Upon Committee Member D. Babin's request, Ms. Mauldin explained that the previous budget of \$45,000 for the African American Museum included one-time funding for an elevator installation with the \$30,000 budgeted for the elevator to carry over until completed.

ff) Health Unit (Fund 277; Sm. Bk. 121; Big Bk. 312) – Chief Finance Officer Kandace Mauldin reviewed the proposed 2021 Budget explaining that a 1.66 mill ad valorem tax approved by the voters November 12, 2012 for years 2020-2029 would generate an estimated \$1.7 million in 2021. She stated that reimbursement of various expenditures incurred by the State was budgeted at \$400,000, an *increase* of \$4,000. (NO ACTION TAKEN)

gg) Mental Health (Fund 281; Sm. Bk. 139; Big Bk. 350) - Chief Finance Officer Kandace Mauldin presented the proposed 2021 Budget highlighting that an ad valorem tax of .42 mills approved by the voters November 16, 2013 for years 2020-2029 is estimated to generate \$428,333 in revenue for 2021. Based on precedent, the allocation of the ad valorem tax is 60% Mental Health (Treatment Center) and 40% Alcohol & Drug Abuse Clinic (Assessment Center). She added that a transfer would be made to the Criminal Court Fund for the Drug Court department for \$47,514. (NO ACTION TAKEN)

hh) Risk Management (Fund 354; Sm. Bk. 194; Big Bk. 434) – Chief Finance Officer Kandace Mauldin highlighted the proposed 2021 Budget detailing that premium revenues from departments and user agencies for major self-insured plans were estimated as follows: Workmen's Compensation, \$1.85 million; General Liability, \$2.85 million; Vehicle Insurance, \$701,000; Physical Plant, \$2.2 million; Gas and Electric Liability, \$550,000; Boiler Insurance, \$153,500; and Medical Professional Liability, \$300,000. She then explained that the major expenditures related to the self-insured plans premiums are as follows: Workmen's

Compensation, \$192,985; Vehicle Insurance, \$120,806; General Liability, \$510,960; Boiler Insurance, \$153,500; Physical Plant, \$2.2 million; and Gas and Electric Liability, \$442,950. She then reported that claims for all coverages were budgeted for \$4 million, and that \$15,000 was budgeted for an Actuarial Audit as required for annual financial reporting. (NO ACTION TAKEN)

ii) Group Insurance (Fund 357; Sm. Bk. 198; Big Bk. 440) - Chief Finance Officer Kandace Mauldin summarized the proposed 2021 Budget highlighting that the premium revenue estimated for 2021 is \$17,583,579. She then stated that premiums for excess liability (including administrative fees) were estimated for 2021 at \$3,058,530, about \$85,000 more than 2020, and that claims were estimated for 2021 at \$15,252,959. (NO ACTION TAKEN)

jj) Human Resources (Fund 370; Sm. Bk. 200; Big Bk. 444) – Chief Finance Officer Kandace Mauldin reviewed the proposed 2021 Budget explaining that the Human Resources Department is funded by a user charge paid by all departments/divisions which benefit from this service and that the charge for 2020 is 1.5% of salaries and wages, or \$596,000. She then highlighted that unemployment claims for the Parish were 100% self-funded and were estimated at \$20,631 for 2020 and at \$30,000 for 2021. She added that Legal Consultant fees for 2021 were budgeted at \$75,000 and the Summer Intern / Jump-Start Program for 2021 was budgeted at \$40,000. (NO ACTION TAKEN)

Upon the Chairman’s questioning, Ms. Mauldin stated that the Jump-Start Program’s budget had not been fully expended with full participation in the program then shared she would investigate the potential for additional internship positions for 2021’s program since it was not held in 2020.

Upon Committee Member S. Trosclair’s inquiring, Ms. Mauldin clarified that the prior year revenues for the Civic Center were budgeted conservatively due to COVID-19 concerns and event cancellations and that original revenue projections were much higher prior to said concerns and cancellations.

Mr. D. Babin moved, seconded by Mr. D. J. Guidry, “THAT, the Budget & Finance Committee continue the 2021 Budget review.”

The Chairman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. Babin moved, seconded by Mr. S. Trosclair, “THAT, there being no further business to come before the Budget & Finance Committee, the meeting be adjourned.”

The Chairman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, and G. Michel.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted and the meeting was adjourned at 6:35 p. m.

John Navy, Chairman

Keith Hampton, Minute Clerk

Mr. J. Navy moved, seconded by Mr. J. Amedée, “THAT, the Council accept and ratify the minutes of the Budget and Finance Committee meeting held on 11/02/2020.”

The Chairman called for a vote on the motion offered by Mr. J. Navy.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. J. Guidry moved, seconded by Mr. D. W. Guidry, Sr., “THAT the Council approve the following street light list:

STREET LIGHT LIST

11/04/2020

INSTALL ONE (1) STREET LIGHT ON EXISTING POLE AT 2923 W. PARK AVE., GRAY; RLD #1; ENTERGY; CARL HARDING, DISTRICT 2.

The Chairman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. J. Guidry moved, seconded by Mr. G. Michel, “THAT, the Council open, close, and re-appoint Ms. Shanna Battise to serve a term on the Recreation District No. 7 Board.”

The Chairman called for a vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. G. Michel moved, seconded by Mr. D. Babin, “THAT, the Council open, close, and nominate Mr. Mike Kreller, Mr. Ed Marmande, and Mr. Vincent Celestin, and vote to determine who will fill the two vacancies on the Houma-Terrebonne Airport Commission; that nominations be closed; and that a voice vote of the Council be taken to determine who will fill the positions.”

The Chairman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Voting to appoint Mr. Mike Kreller:

G. Michel

J. Amedée

J. Domangue

D. W. Guidry, Sr.

D. Babin

D. J. Guidry

S. Trosclair

J. Navy
C. Harding

Voting to appoint Mr. Ed Marmande:

G. Michel
J. Amedée
J. Domangue
D. W. Guidry, Sr.
D. Babin
D. J. Guidry
S. Trosclair

Voting to appoint Mr. Vincent Celestin:

J. Navy
C. Harding

Minute Clerk M. LeCompte announced the votes tallied for the one expired and one expiring term on the Houma-Terrebonne Airport Commission, which were recorded as follows: nine (9) votes for Mr. Mike Kreller, seven (7) votes for Mr. Ed Marmande, and two (2) votes for Mr. Vincent Celestin.

The Chair stated that as per the above voice vote, Mr. Mike Kreller and Mr. Ed Marmande have been reappointed to fill the two vacancies on the Houma-Terrebonne Airport Commission.

Mr. Mike Kreller thanked the Council for his reappointment, to which several council members congratulated him on being reappointed.

Councilman J. Navy inquired about students enrolled in Ellender Memorial High School's drone program visiting the Houma-Terrebonne Airport.

Mr. D. Babin moved, seconded by Mr. J. Amedée, "THAT, the Council open, close, and reappoint Ms. Brenda Babin to the Houma Area Convention and Visitors Bureau Board."

The Chairman called for a vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. G. Michel moved, seconded by Mr. D. Babin, "THAT, the Council open, close, and reappoint Ms. Mary Jane Peters representing the Garden Club and Mr. Ronald Lirette representing the Parish Council to the Downtown Development Corporation Board; and hold over the remaining three (3) vacancies for two weeks."

The Chairman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. G. Michel moved, seconded by Mr. D. Babin, "THAT, the Council open, close, and appoint Mr. Logan Aldridge as the membership representative on the Terrebonne ARC Board and postpone appointing the Ministerial Alliance representative for two weeks."

The Chairman called for a vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. Babin moved, seconded by Ms. J. Domangue, "THAT, the Council open, close, and reappoint Mr. Wilfred 'PJ' Allridge, Mr. Jerry Bergeron, Ms. Carolyn McNabb, and Mr. Joseph Harris to the Child and Youth Services Planning Board and hold over remaining eight (8) vacancies for two weeks."

The Chairman called for a vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. Babin moved, seconded by Mr. G. Michel, "THAT, the Council open, close, and appoint Mr. Coy Verdin to the Recreation District No. 4 Board."

The Chairman called for a vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. J. Amedée moved, seconded by Mr. D. W. Guidry, Sr., "THAT, the Council open, close, and appoint Ms. Patricia Prestenbach to the Coteau Fire Protection District Board."

The Chairman called for a vote on the motion offered by Mr. J. Amedée.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

Mr. D. Babin moved, seconded by Mr. G. Michel, "THAT, the Council open, close, and appoint Ms. Natalie Pittman-Lirette to the Houma Board of Adjustments."

The Chairman called for a vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, and C. Harding.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

The Chairman announced the following vacancies, which he noted will be handled as per usual procedure:

- **Recreation District No. 3A:** One vacancy due to an expired term.
- **Tree Board:** One vacancy due to a resignation.
- **911 Communications District:** One vacancy due to resignation.
- **Recreation District No. 5:** Two expiring terms 11/27/20.
- **Terrebonne Port Commission:** Three expiring terms.

- **Houma-Terrebonne Regional Planning Commission:** One expiring term 11/30/20 and one vacancy due to a resignation.
- **South Central Louisiana Human Services Authority:** One vacancy representing the medical field (MD, RN, or Coroner's Office).
- **Houma Municipal Fire and Police Civil Service Board:** One expiring term 11/28/20.

Councilman J. Navy pulled agenda item 8A (Discussion of progress on Island Road and protection of cemetery), which was addressed earlier in the proceedings.

Announcements Agenda Item 8A – Parish President Dove: Was not present.

Announcements Agenda Item 8B – Announcements: Council Members:

- Councilman G. Michel thanked everyone who exercised their right to vote and expressed his gratitude for the Rec. 2,3 tax on being passed.
- Councilman D. J. Guidry thanked Martin Folsie for keeping the public informed during the recent storm event. He proceeded to inform the public that the electric company will start restoring power at the end of Cocodrie by Boudreaux Canal. Power has been restored to residents of Highway 55 to Humble Canal, as well as the majority of Aragon Road.
- Parish Manager Mike Toups informed the Council that Solid, Hazardous, and Recycling Waste Director Clay Naquin activated the Parish's Emergency Debris Cleanup Contract, which included three contract crews. The crews started at Prospect Blvd., moving down E. Main Street and E. Park Avenue, heading south. Mr. Clay estimated that cleanup project will be completed by Friday, November 20, 2020.
- Councilman D. Babin thanked Civic Center Director Dean Schouest and a group of volunteers from St. Anne Church for providing jambalaya to feed 500 people.
- Councilman D. W. Guidry, Sr. thanked the Parish's utility crews for restoring power the night of the storm.
- Chairman S. Trosclair reminded the public to keep veterans, active military, law enforcement, firefighters, etc in their thoughts and prayers.

Councilman J. Navy exited the proceedings at 7:48 p.m.

Mr. D. Babin moved, seconded by Mr. D. W. Guidry, Sr, "THAT, there being no further business to come before the Council, the meeting be adjourned."

The Chairman called for a vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: G. Michel, J. Amedée, J. Domangue, D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, and C. Harding.

NAYS: None.

ABSENT: J. Navy

The Chairman declared the motion adopted and the meeting was adjourned at 7:52 p.m.

MARGEUX LECOMPTE, MINUTE CLERK

/S/ STEVE TROSCLAIR, CHAIRMAN
TERREBONNE PARISH COUNCIL

ATTEST:

/S/ SUZETTE THOMAS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL