

PUBLIC NOTICE

L A F O U R C H E P A R I S H C O U N C I L
GOVERNING AUTHORITY
MEETING NOTICE AND AGENDA

AGENDA FOR MEETING TO BE HELD: Tuesday, September 28, 2010

**PLACE: Mathews Government Complex, 4876 Highway 1,
Mathews, Louisiana 70394**

TIME: 5:00 P.M.

CALL TO ORDER: Mr. Daniel Lorraine, Chairman

ROLL CALL: Mr. Jerry Jones
 Mr. Michael Delatte
 Mr. Louis Richard
 Mr. Joseph "Joe" Fertitta
 Mr. Matt Matherne
 Mr. Lindel Toups, Vice-Chairman
 Mr. Phillip Gouaux
 Mr. Rodney Doucet
 Mr. Daniel Lorraine, Chairman
 Ms. Charlotte Randolph, Parish President

INVOCATION: Mr. Joe Fertitta

PLEDGE OF ALLEGIANCE: Mr. Rodney Doucet

* * * * *

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located at the back of the meeting room and return it to the Council Chairman or Council Clerk prior to the beginning of the meeting.

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the Lafourche Parish Council Clerk's Office at (985) 446-8427 describing the assistance that is necessary.

A. MINUTES:

1. **Motion to accept the minutes of the September 14, 2010 Regular Session.**

B. PROCLAMATION:

2. **Proclamation honoring Ms. Michelle Morvant for her achievements.**
(PARISH PRESIDENT CHARLOTTE RANDOLPH)

C. PRESENTATIONS:

3. **Presentation of Certification from Community Development Council designating Gretchen Caillouet as Professional Community and Economic Developer.** (PARISH PRESIDENT, CHARLOTTE RANDOLPH)
4. **Presentation of Employee of the Month for the month of August.**
(PARISH PRESIDENT CHARLOTTE RANDOLPH)
5. **Dr. Laura Badeaux, Chair of the Commission On Women, to present an annual report.**

D. EXECUTIVE SESSION:

Motion by _____, seconded by _____, to enter into
Executive Session for the following:

6. **Executive Session pursuant to Louisiana Revised Statutes 42:6.1(A)(1) regarding the discussion of the removal of Mr. Thomas Turner, III., as Director of Community Services.** (D. LORRAINE)

Motion by _____, seconded by _____, to reconvene
the meeting.

Motion by _____, seconded by _____, to take any
necessary action, if any, regarding the matters discussed in the Executive Session
or Public Discussion.

E. ACTION FROM EXECUTIVE SESSION OR PUBLIC DISCUSSION:

7. **RESOLUTION requesting the Lafourche Parish Council to remove Mr. Thomas Turner, III., as the Director of Community Services.** (D. LORRAINE)

F. ADMINISTRATIVE REPORT(S) AND/OR UPDATE(S):

8. **Mr. Ryan Friedlander, Director of Finance, to present a report.**

G. PARISH PRESIDENT, DEPARTMENT HEADS, DIRECTORS, OR MANAGERS REPORTS:

H. QUESTIONS FOR THE ADMINISTRATION:

I. ENGINEERS/ARCHITECTS REPORTS:

J. LEGAL ADVISOR REPORT:

K. ORDINANCES FOR DISCUSSION AND RATIFICATION:

L. PUBLIC HEARING AND ORDINANCES FOR RATIFICATION:

Motion by _____, seconded by _____, to open the public hearing.

9. **ORDINANCE approving the attached Servitude Agreement between Our Lady of Prompt Succor Catholic Church, Chackbay and the Lafourche Parish Council;** and authorizing the Parish President to sign, execute and administer said agreement. (M. DELATTE FOR ADMINISTRATION)
(DEFERRED AT THE 08-24-2010 LPC MEETING) (PUBLIC HEARING WAS NOT HELD)

10. **ORDINANCE establishing a fifteen (15) miles per hour speed limit on Blackberry Drive, Ward (6), District (2),** Parish of Lafourche, State of Louisiana; providing for the placement of speed limit; and providing penalties for the violations thereof. (M. DELATTE)

11. **ORDINANCE prohibiting “dumping” south of East 148TH Court off of Hwy. 308, Ward (10), District (9),** Parish of Lafourche, State of Louisiana; providing for the placement of “No Dumping” signs; and providing penalties for violations thereof. (D. LORRAINE)

12. **ORDINANCE to install ten (10) miles per hour speed limit signs on East 96TH Street, Galliano, Louisiana, Ward (10), District (9),** Parish of Lafourche, State of Louisiana; providing for the placement of “Speed Limit” and “Watch For Children” signs; and providing penalties for violations thereof. (D. LORRAINE)

13. **ORDINANCE requesting “No Parking” signs be placed at the Larousse Boat Launch, Kraemer, Louisiana, Ward (6), District (2),** Parish of Lafourche, State of Louisiana; providing for the placement of “No Parking” signs; and providing penalties for the violations thereof. (M. DELATTE)
14. **ORDINANCE establishing speed limits on Laurel Valley Road as follows: the beginning of Laurel Valley Road off of Hwy. 308 to the beginning of that portion of Laurel Valley Road referred to as “The Quarters” (Plantation Houses), the speed limit shall be 45 miles per hour; from the beginning of “The Quarters” (Plantation Houses), to the end of the “The Quarters” (Plantation Houses), the speed limit shall be 20 miles per hour; and from the end of “The Quarters” (Plantation Houses) to the Choctaw Road, the speed limit shall be 45 miles per hour;** Parish of Lafourche, State of Louisiana; providing for the placement of “Speed Limit” signs; and providing penalties for the violations thereof. (M. DELATTE)
15. **ORDINANCE amending Ordinance No. 1457 changing the speed limit from twenty (20) miles per hour to fifteen (15) miles per hour on that part of Parish Road from Waverly Road to the Thibodaux By-Pass Road, placing the necessary “Speed Limit” signs in the area where the traffic calming devices have been placed,** Thibodaux, Louisiana, Parish of Lafourche, State of Louisiana; providing for the placement of “Speed Limit” signs; and providing penalties for the violations thereof. (M. DELATTE)
16. **ORDINANCE prohibiting “loitering” on Hamilton Street from the Hamilton Street Pump Station to the end of Hamilton Street located in Lockport, Louisiana, Ward (9), District (7),** Parish of Lafourche, State of Louisiana; requiring the placement of “No Loitering” signs; and providing penalties for violations thereof. (P. GOUAUX)
17. **ORDINANCE establishing a “4-Way Stop” at the intersection of Abby Road with Springfield Drive and Lake Howard Avenue, Thibodaux, Louisiana, Ward (5), District (3),** Parish of Lafourche, State of Louisiana; installing the necessary “4-Way Stop” signs; and providing penalties for the violations thereof. (L. RICHARD)
18. **ORDINANCE establishing a “3-Way Stop” at the intersection of Abby Road and Abigail Drive, Ward (5), District (3),** Parish of Lafourche, State of Louisiana; installing the necessary “3-Way Stop” signs; and providing penalties for the violations thereof. (L. RICHARD)

19. **ORDINANCE requesting “No Parking” signs be installed on West 23rd Street from the new parking lot entrance to Avenue A, Ward (10), District (8), Parish of Lafourche, State of Louisiana; providing for the placement of “No Parking” signs; and providing penalties for the violations thereof.** (R. DOUCET)
20. **ORDINANCE to change the location of Polling Precinct Ward 11, Precinct 3 to further establish the effective date of same; and to provide for other matters thereof.** (M. MATHERNE FOR ADMINISTRATION)

Motion by _____ seconded by _____ to close the public hearing.

M. PROPOSED ORDINANCES:

21. **PROPOSED ORDINANCE requesting “No Parking” signs be installed at 905 Country Club Blvd, Thibodaux, Louisiana, Ward (2), District (4), Parish of Lafourche, State of Louisiana; providing for the placement of “No Parking” signs; and providing penalties for the violations thereof.**
(J. FERTITTA)
22. **PROPOSED ORDINANCE to amend Ordinance No. 2403, Section 1 (2), changing the time allotment of the “Public Wishing to Address the Council” for all regular and special meetings from five (5) minutes to three (3) minutes.** (L. RICHARD)
23. **PROPOSED ORDINANCE to amend and re-enact Section 2:351 (B), Sub-Chapter “C” of Chapter 2 of the Code of Ordinances of the Parish of Lafourche as it pertains to the procedures to be followed by persons wishing to address the Lafourche Parish Council during all regular and special meetings.** (L. RICHARD)
24. **PROPOSED ORDINANCE amending Ordinance No. 1127 to reduce the speed limit of fifteen (15) miles per hour to ten (10) miles per hour on West 162nd, 164th, 165th, 166th and 167th Streets, Ward (10), District (9), Parish of Lafourche, State of Louisiana; requiring the placement of “Speed Limit” signs; and providing penalties for the violations thereof.** (D. LORRAINE)
25. **PROPOSED ORDINANCE requesting that Traffic Calming Devices and the appropriate signage be installed (pending appropriate funding is available) on Abby Road, Thibodaux, Louisiana, Ward (5), District (1), Parish of Lafourche, State of Louisiana.** (L. RICHARD)

26. **PROPOSED ORDINANCE providing for a 2010 Supplemental Appropriation (10-018) within the 2010 Operations and Maintenance Budget and the Capital Outlay Budget to include grant carry forwards and to adjust specific projects** and authorizing the Parish President to sign, execute and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter. (P. GOUAUX FOR ADMINISTRATION)

N. RESOLUTIONS:

27. **RESOLUTION requesting the Louisiana Department of Transportation and Development (LADOTD) to clean the culverts on West 190th and West 191st Streets off of LA 1 and West 179th thru West 181st Streets off of LA 1, Ward (10), District (9), Parish of Lafourche, State of Louisiana.**
(D. LORRAINE)
28. **RESOLUTION appointing one (1) Commissioner to represent the Town of Lockport on the Lafourche Parish Fire Protection District No. 2 Board.** (P. GOUAUX FOR ADMINISTRATION)
29. **RESOLUTION authorizing the Parish President to execute those documents and agreements required in the submission of the application for funding for the “District 1 of 12 and District 2 of 12 Pump Stations Improvements”, under the Hurricanes Gustav/Ike CDBG Parish-Implemented Recovery Program and certifying that the “urgent need” national policy objective is being met.** (M. MATHERNE FOR ADMINISTRATION)
30. **RESOLUTION accepting the low quote of Buffalo Electric, Inc., in the amount of fifty one thousand four hundred twenty seven dollars (\$51,427.00) for light repair at Larose and Golden Meadow Parks and authorizing the Parish President to sign, execute and administer an agreement and any and all associated documents.** (R. DOUCET FOR ADMINISTRATION)
31. **RESOLUTION approving a contract between Casualty Actuarial Consultants, Inc., and Lafourche Parish Government and authorizing the Parish President to sign, execute and administer said contract and any and all relevant documents.** (P. GOUAUX FOR ADMINISTRATION)
32. **RESOLUTION accepting the bid of Unibar Damage Prevention Group, LLC, for contractor services related to underground facility locates and approving contract(s) for said contractor service work and authorizing the Parish President to sign, execute and administer said contract(s) and all relevant documents and amendments.** (J. FERTITTA FOR ADMINISTRATION)

33. **RESOLUTION requesting approval for the Lafourche Parish Government to enter into a contract with LoCA (Louisiana Claims Administrators) to provide loss control services** and authorizing the Parish President to sign, execute and administer said contract and any and all relevant documents. (P. GOUAUX FOR ADMINISTRATION)
34. **RESOLUTION requesting approval for the Lafourche Parish Government to enter into a contract with Arthur J. Gallagher Risk Management Services, Inc., to renew the annual Excess Workers' Compensation and the Maritime Employers Liability policies** and authorize the Parish President to sign, execute and administer said contract and all relevant documents. (J. FERTITTA FOR ADMINISTRATION)
35. **RESOLUTION approving an Intergovernmental Agreement between the Lafourche Parish Government, the Lafourche Parish Sheriff, the Lafourche Parish Clerk of Court, and the 17th Judicial District Court for security at the Courthouse and Courthouse Annex in Thibodaux, Louisiana;** and authorizing the Parish President to sign, execute and administer said agreement and any related documents and amendments.
(J JONES FOR ADMINISTRATION)

O. PUBLIC WISHING TO ADDRESS THE COUNCIL:

P. DISCUSSION:

36. **DISCUSSION concerning the Solid Waste Sales Tax.** (J. JONES)
37. **DISCUSSION concerning the Community Action Office in Galliano, Louisiana.** (D. LORRAINE)
38. **DISCUSSION concerning the budget cuts to the Lafourche Parish District Attorney's office.** (L. TOUPS)

Q. ADJOURNMENT:

On motion by _____, seconded by _____, and with no further business, the Lafourche Parish Council meeting of **September 28, 2010** adjourned at _____.

ITEM 7

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION REQUESTING THE LAFOURCHE PARISH COUNCIL TO REMOVE MR. THOMAS TURNER, III., AS THE DIRECTOR OF COMMUNITY SERVICES.

WHEREAS, it is the duty upon oath that the Governing Authority and State Officials address concerns dealing with the general health, safety and welfare of the citizens and said resolution satisfies this criteria; therefore

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request the Lafourche Parish Council to remove Mr. Thomas Turner, III., as the Director of Community Services.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the Office of the Parish President; Office of the Parish Administrator; Department of Finance and the Human Resources Department.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 7

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

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

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

ITEM 9

The following ordinance was introduced by Mr. Michael Delatte in regular session convened on August 10, 2010.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED SERVITUDE AGREEMENT BETWEEN OUR LADY OF PROMPT SUCCOR CATHOLIC CHURCH CHACKBAY AND THE LAFOURCHE PARISH COUNCIL; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety and welfare of the people of Lafourche; and

WHEREAS, access to private properties is often necessary in the maintenance of drainage channels; and

WHEREAS, the Department of Public Works is requesting a right of way agreement in the Chackbay area of Ward 6, Councilmatic District 2, Lafourche Parish; and

WHEREAS, the Administration requests authority to sign these agreements in support of daily operations with private landowners; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Michael Delatte, Councilman, District 2; and

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council does approve the attached servitude agreement with Our Lady of Prompt Succor Catholic Church Chackbay and authorizes the Parish President to sign, execute and administer said agreement.

SECTION 2. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 3. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

ITEM 9

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 9

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 9

SERVITUDE AGREEMENT FOR ACCESS

THIS SERVITUDE AGREEMENT made and executed this _____ day of _____, 2010, by and between **OUR LADY OF PROMPT SUCCOR CATHOLIC CHURCH CHACKBAY**, herein represented by Reverend Robert-Joel Cruz (hereinafter call the “Grantor”), whether one or more, whose mailing address is 529 Hwy 20, Thibodaux, Louisiana 70301 and the Parish of Lafourche, through its Parish Council (hereinafter call the “Grantee”)

WITNESSETH THAT for the good and valuable consideration of this donation, the Grantor does hereby grant unto Grantee, his/hers successors and assigns, the right liberty and authority to enter upon and to construct, operate, and maintain a 20’ (Twenty-Foot) wide access servitude over and upon a portion of the following described land situated in the Parish of Lafourche, State of Louisiana, to-wit.

Lot 302’S x 571’ E 583’ W; 339.6’ Rear, Bounded front or S by Road; W and N by Rene Kramer, now or formerly, E by Lloyd R. Constant.

Said above mentioned Twenty-Foot (20’) access servitude shall commence at the end of Schneider Lane, thence in a northerly direction for approximately 160’± to the existing levee. It is further agreed that the GRANTEE shall install a culvert for access and maintain a gate with a lock on it. It also agreed by both parties that a key to the lock to be installed will be furnished to GRANTOR. All is shown on attached drawing entitled “Exhibit A”

It is further understood that this grant is not a conveyance of the full ownership of the property herein described and the parties herein specifically agree that the servitude may only be used by the Parish, its agents, employees, and/or assigns, for the maintenance and operation of said facilities, and is not intended as a servitude of passage for the general public.

Grantee to indemnify Grantor against, and to release, protect, and hold Grantor harmless from any claim or damages on account of bodily injury, including death to any person whosoever, and any loss of or damage to any property whatsoever, arising out of the construction, maintenance, or operation of Grantor’s facilities located on the premises herein described and granted; provided, however, that Grantee shall not be responsible for any claims or damages on account of bodily injury, including death, to any person whosoever, or for any loss of or damage to property whatsoever, caused by the sole negligence of Grantor, its agents, servants, employees, officers, invitees, and/or licensees.

ITEM 9

TO HAVE AND TO HOLD, the aforesaid servitude unto the Grantee, his successors or assigns so long as the Grantee, his successors or assigns, shall continue to use said servitude

IN WITNESS WHEREOF, the GRANTOR has hereunto signed their names this ____ day of _____, 2010 together with _____ and _____ witnesses in Lafourche Parish, Louisiana.

WITNESSES:	GRANTORS
_____	_____
_____	OUR LADY OF PROMPT
	SUCCOR CATHOLIC CHURCH
	BY:REVEREND ROBERT-JOEL CRUZ

BEFORE ME, Notary Public came and appeared_____ who declared that he/she witnesses the signature of Reverend Robert-Joel Cruz, to the foregoing servitude agreement and that they signed the agreement as his free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me this _____ day of _____, 2010

NOTARY PUBLIC

ITEM 9

IN WITNESS WHEREOF, the GRANTEE has hereinto signed her name this _____ day of _____, 2010, together with _____ and _____, witnesses, in Lafourche Parish, Louisiana:

WITNESSES: GRANTEE: PARISH OF LAFOURCHE

Charlotte A. Randolph
(President)

Before me, Notary Public, came and appeared _____, who declared that he witnessed the signature of Charlotte Randolph, Parish President, to the foregoing servitude agreement and that the said Charlotte Randolph signed the agreement as her free and voluntary act, for the Parish of Lafourche.

Sworn to and subscribed before me on this day of _____, 2010.

NOTARY PUBLIC

ITEM 9

EXHIBIT A

← 20' ACCESS SERVITUDE

Terren Dr

Schneider Ln

Louise Ln

Acosta Dr

20

304

ITEM 10

The following ordinance was submitted for introduction by Mr. Michael Delatte, in regular session convened on September 14, 2010.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A FIFTEEN (15) MILES PER HOUR SPEED LIMIT ON BLACKBERRY DRIVE, WARD (6), DISTRICT (2), PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF “SPEED LIMIT” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. This Ordinance does hereby establish a fifteen (15) miles per hour speed limit on Blackberry Drive, Ward (6), District (2), Parish of Lafourche, State of Louisiana.

SECTION 2. The necessary “Speed Limit” signs shall be erected as deemed necessary on Blackberry Drive.

SECTION 3. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other peace officer, in the chase or apprehension of violators of the law or of any person charged with or suspected of any such violation, nor to any fire department or fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner, or operator of any such vehicles from the consequences of reckless disregard of the safety of others.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

ITEM 10

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 10

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 11

On motion by Mr. Daniel Lorraine, the following ordinance was proposed in regular session convened on September 14, 2010:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE PROHIBITING “DUMPING” SOUTH OF EAST 148TH COURT OFF OF HWY. 308, WARD (10), DISTRICT (9), PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF “NO DUMPING” SIGNS; AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____, that:

SECTION 1. Dumping is hereby prohibited south of East 148th Court off of Hwy 308, Ward (10), District (9), Parish of Lafourche, State of Louisiana.

SECTION 2. The necessary “No Dumping” signs shall be erected south of East 148th Court off of Hwy 308.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall upon conviction thereof, be punished by imprisonment in jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

ITEM 11

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 11

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 12

The following ordinance was submitted for introduction by Mr. Daniel Lorraine, in regular session convened on September 14, 2010.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____ seconded by _____:

ORDINANCE NO. _____

ORDINANCE TO INSTALL TEN (10) MILES PER HOUR SPEED LIMIT SIGNS ON EAST 96TH STREET, GALLIANO, LOUISIANA, WARD (10), DISTRICT (9), PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF “SPEED LIMIT” AND “WATCH FOR CHILDREN” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council convened in regular session on _____, that:

SECTION 1. This Ordinance does hereby establish the installation of ten (10) miles per hour “Speed Limit” signs on East 96th Street, Galliano, Louisiana, Ward (10), District (9), Parish of Lafourche, State of Louisiana.

SECTION 2. The necessary “Speed Limit” and “Watch For Children” signs shall be erected as deemed necessary on East 96th Street.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

ITEM 12

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

ITEM 12

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 13

The following ordinance was submitted for introduction by Mr. Michael Delatte in regular session convened on September 14, 2010:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE REQUESTING “NO PARKING” SIGNS BE PLACED AT THE LAROUSSE BOAT LAUNCH, KRAEMER, LOUISIANA, WARD (6), DISTRICT (2), PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF “NO PARKING” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. Said Ordinance requests that “No Parking” signs be placed at the Larousse Boat Launch in Kraemer, Louisiana, Ward (6), District (2), Parish of Lafourche, State of Louisiana; and authorizing the installation of necessary signs.

SECTION 2. The necessary “No Parking” signs shall be placed at the Larousse Boat Launch in Kraemer, Louisiana.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

ITEM 13

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____

* * * * *

ITEM 13

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

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

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 14

The following ordinance was submitted for introduction by Mr. Michael Delatte, in regular session convened on September 14, 2010.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING SPEED LIMITS ON LAUREL VALLEY ROAD AS FOLLOWS: THE BEGINNING OF LAUREL VALLEY ROAD OFF OF HWY. 308 TO THE BEGINNING OF THAT PORTION OF LAUREL VALLEY ROAD REFERRED TO AS “THE QUARTERS” (PLANTATION HOUSES), THE SPEED LIMIT SHALL BE 45 MILES PER HOUR; FROM THE BEGINNING OF “THE QUARTERS” (PLANTATION HOUSES) TO THE END OF “THE QUARTERS” (PLANTATION HOUSES), THE SPEED LIMIT SHALL BE 20 MILES PER HOUR; AND FROM THE END OF “THE QUARTERS” (PLANTATION HOUSES) TO THE CHOCTAW ROAD, THE SPEED LIMIT SHALL BE 45 MILES PER HOUR; PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF SPEED LIMIT SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. This Ordinance does hereby establish speed limits as stated above on Laurel Valley Road, Parish of Lafourche, State of Louisiana.

SECTION 2. The necessary “Speed Limit” signs shall be erected as deemed necessary on Laurel Valley Road.

SECTION 3. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other peace officer, in the chase or apprehension of violators of the law or of any person charged with or suspected of any such violation, nor to any fire department or fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner, or operator of any such vehicles from the consequences of reckless disregard of the safety of others.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

ITEM 14

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 14

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 15

The following ordinance was submitted for introduction by Mr. Michael Delatte in regular session convened on September 14, 2010:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 1457 CHANGING THE SPEED LIMIT FROM TWENTY (20) MILES PER HOUR TO FIFTEEN (15) MILES PER HOUR ON THAT PART OF PARISH ROAD FROM WAVERLY ROAD TO THE THIBODAUX BY-PASS ROAD, PLACING THE NECESSARY SPEED LIMIT SIGNS IN THE AREA WHERE THE TRAFFIC CALMING DEVICES HAVE BEEN PLACED, THIBODAUX, LOUISIANA, PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF SPEED LIMIT SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. This Ordinance does hereby amend Ordinance No. 1457 changing the speed limit from twenty (20) miles per hour to fifteen (15) miles per hour on that part of Parish Road from Waverly Road to the Thibodaux By-Pass Road, placing the necessary "Speed Limit" signs in the area where the traffic calming devices have been placed, Thibodaux, Louisiana, Parish of Lafourche, State of Louisiana; providing for the placement of "Speed Limit" signs; and providing penalties for the violations thereof.

SECTION 2. The necessary "Speed Limit" signs shall be erected as deemed necessary on Parish Road (from Waverly Road to the Thibodaux By-Pass Road), placing said "Speed Limit" signs in the area where the traffic calming devices have been placed.

SECTION 3. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other peace officer, in the chase or apprehension of violators of the law or of any person charged with or suspected of any such violation, nor to any fire department or fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner, or operator of any such vehicles from the consequences of reckless disregard of the safety of others.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

ITEM 15

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by Law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 15

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 16

The following ordinance was submitted for introduction by Mr. Phillip Gouaux, in regular session convened on September 14, 2010:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE PROHIBITING “LOITERING” ON HAMILTON STREET FROM THE HAMILTON STREET PUMP STATION TO THE END OF HAMILTON STREET LOCATED IN LOCKPORT, LOUISIANA, WARD (9), DISTRICT (7), PARISH OF LAFOURCHE, STATE OF LOUISIANA; REQUIRING THE PLACEMENT OF “NO LOITERING” SIGNS; AND PROVIDING FOR PENALTIES FOR VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____, that:

SECTION 1. LOITERING is hereby prohibited on Hamilton Street from the Hamilton Street Pump Station to the end of Hamilton Street located in Lockport, Louisiana, Ward (9), District (7) Parish of Lafourche, State of Louisiana.

SECTION 2. The necessary “NO LOITERING” signs shall be erected on Hamilton Street.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall upon conviction thereof, be punished by imprisonment in jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

ITEM 16

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 16

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 17

The following ordinance was submitted for introduction by Mr. Louis Richard in regular session convened on September 14, 2010.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A “4-WAY STOP” AT THE INTERSECTIONS OF ABBY ROAD WITH SPRINGFIELD DRIVE AND LAKE HOWARD AVENUE, THIBODAUX, LOUISIANA, WARD (5), DISTRICT (3), PARISH OF LAFOURCHE, STATE OF LOUISIANA; INSTALLING THE NECESSARY “4-WAY STOP” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. Said Ordinance establishes a “4-Way Stop” at the intersections of Abby Road with Springfield Drive and Lake Howard Avenue, Thibodaux, Louisiana, Ward (5), District (3), Parish of Lafourche, State of Louisiana; providing for the placement of “4-Way Stop” signs; and providing penalties for the violations thereof.

SECTION 2. The designated “4-Way Stop” is in the interest of the public peace, health, and safety of the Parish and its inhabitants.

SECTION 3. The necessary “4-Way Stop” signs shall be installed at the above mentioned intersections.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

ITEM 17

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 17

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 18

The following ordinance was submitted for introduction by Mr. Louis Richard in regular session convened on September 14, 2010.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A “3-WAY STOP” AT THE INTERSECTION OF ABBY ROAD AND ABIGAIL DRIVE, WARD (5), DISTRICT (3), PARISH OF LAFOURCHE, STATE OF LOUISIANA; INSTALLING THE NECESSARY “3-WAY STOP” SIGNS; AND PROVIDING FOR PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. This Ordinance establishes a “3-Way Stop” at the intersection of Abby Road and Abigail Drive, Ward (5), District (3), Parish of Lafourche, State of Louisiana.

SECTION 2. The designated “3-Way Stop” are in the interest of the public peace, health, and safety of the Parish and its inhabitants.

SECTION 3. The necessary “3-Way Stop” signs shall be installed at the above mentioned intersection.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

ITEM 18

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 18

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 19

The following ordinance was submitted for introduction by Mr. Rodney Doucet in regular session convened on September 14, 2010:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE REQUESTING “NO PARKING” SIGNS BE INSTALLED ON WEST 23RD STREET FROM THE NEW PARKING LOT ENTRANCE TO AVENUE A, WARD (10), DISTRICT (8), PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF “NO PARKING” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. Said Ordinance requests that “No Parking” signs be installed on West 23rd Street from the new parking lot entrance to Avenue A, Ward (10), District (8), Parish of Lafourche, State of Louisiana; and authorizing the installation of necessary signs.

SECTION 2. The necessary “No Parking” signs shall be installed on West 23rd Street, Galliano Louisiana.

SECTION 3. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 5. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 6. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 7. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 8. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

ITEM 19

YEAS:

NAYS:

ABSENT:

SECTION 9. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 19

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 20

The following ordinance was introduced by Mr. Matt Matherne in regular session convened on September 14, 2010.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE LOCATION OF POLLING PRECINCT WARD 11, PRECINCT 3 TO FURTHER ESTABLISH THE EFFECTIVE DATE OF SAME; AND TO PROVIDE FOR OTHER MATTERS THEREOF.

WHEREAS, it has been brought to the attention of Administration that the current Polling location of Ward 11, Precinct 3 requires changing due to the St. Louis Church Parish Center no longer being available for use; and

WHEREAS, a new location has been established for Ward 11, Precinct 3 voters as follows: Bayou Blue Recreation District 11, 200 Mazerac Street, Houma, Louisiana 70364; and

WHEREAS, it is in the best interest of the registered voters that the Secretary of State be notified of these changes for future elections; and

WHEREAS, the location of Polling Precinct 11-3 is hereby changed to the Bayou Blue Recreation District 11, 200 Mazerac Street, Houma, Louisiana 70364, effective January 1, 2011, pending approval of the Louisiana Secretary of State, Department of Elections and the U.S. Department of Justice; and

WHEREAS, this Ordinance was sponsored for Administration by Mr. Matt Matherne, Councilman, District 5; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council endorse said Ordinance and authorize the Parish President to sign, execute, and administer any and all relevant documents.

THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in Regular Session on _____, that:

SECTION 1. That upon receipt of any correspondence from the Secretary of State, Department of Elections or Department of Justice, the Council Clerk shall forward said correspondence to the Office of the Parish President and Parish Administrator.

SECTION 2. The location of Polling Precinct 11-3 is hereby changed to the Bayou Blue Recreation District 11, 200 Mazerac Street, Houma, Louisiana 70364, effective January 1, 2011, pending approval of the Louisiana Secretary of State, Department of Elections and the U.S. Department of Justice

ITEM 20

SECTION 3. A certified copy of this Ordinance shall be forwarded to the Louisiana Secretary of State, Department of Elections; U.S. Department of Justice; Lafourche Parish Registrar of Voters; Lafourche Parish Clerk of Court; and the Lafourche Parish Government Office of the Parish Administrator.

SECTION 4. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this Ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 5. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 6. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 7. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 8. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 20

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 20

§ 2:103

SECTION 2:103. PRECINCT POLLING PLACES

The following polling places have been established for each precinct.

WARD	PRECINCT	PREC. NAME	LOCATION	CITY
1	1	St. John Catholic Church Hall	2091 St. Mary at St. John Bridge	Thibodaux
1	2	LA Technical College Campus	1425 Tiger Dr.	Thibodaux
1	3A/3B	LA Technical College Campus	1425 Tiger Dr.	Thibodaux
1	4	W S Lafargue School	700 Plantation Rd.	Thibodaux
2	1	North Thibodaux Fire Station	699 St. Patrick Hwy	Thibodaux
2	1A	North Thibodaux Fire Station	699 St. Patrick Hwy	Thibodaux
2	2	North Thibodaux Fire Station	699 St. Patrick Hwy	Thibodaux
2	3	West Thibodaux Fire Station	200 Notre Dame St.	Thibodaux
2	3A	West Thibodaux Fire Station	200 Notre Dame St.	Thibodaux
2	4	West Thibodaux Fire Station	200 Notre Dame St.	Thibodaux
2	4A	West Thibodaux Fire Station	200 Notre Dame St.	Thibodaux
2	5	Home Hook & Ladder Fire Station	706 W. Canal Blvd.	Thibodaux
2	6	Lafourche Parish Courthouse	303 West 3 rd Street	Thibodaux
2	7	St. Joseph Life Center	721 Canal Blvd.	Thibodaux
2	8	Protector Fire Company No. 2	549 Tetreau St.	Thibodaux
2	9	LA Technical College Campus	1425 Tiger Dr.	Thibodaux
2	10	South Thibodaux Fire Station	102 Lafaye St.	Thibodaux
2	11	South Thibodaux Elementary School	200 Iris St.	Thibodaux
2	12	Bowie Fire Company #1	1075 Hwy. 1	Thibodaux
2	13	Bowie Fire Company #1	1075 Hwy. 1	Thibodaux

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2	14	Protector Fire Company No. 2	549 Tetreau St.	Thibodaux
3	1	St. Charles Elementary School	1690 Hwy. 1	Thibodaux
3	2	Oak Bldg #2 (St. Charles Church)	1027 Hwy. 308	St. Charles Community
3	3	Raceland Ag Building	115 Texas Street	Raceland
3	4	Central Fire Station	102 St. Philip St.	Raceland
3	5	Central Fire Station	102 St. Philip St.	Raceland
3	6	Fire Station #2	4470 Hwy 1	Raceland
4	1	Lockport Volunteer Fire Station	20 Central Lafourche Dr.	Matthews
4	2	Lockport Volunteer Fire Co.	5511 Hwy 1	Lockport
4	3	Lockport Town Hall (New)	710 Church St.	Lockport
4	4	Lockport Town Hall (New)	710 Church St.	Lockport
4	5	Lockport Middle School	720 Main St.	Lockport
4	6	Larose Lower Elementary School	175 Richardel Drive	Larose
5	1	The Opportunity Place-N Campus	2134 Bayou Rd.	Thibodaux
5	1A	The Opportunity Place – N Campus	2134 Bayou Rd.	Thibodaux
5	1B	The Opportunity Place – N Campus	2134 Bayou Rd.	Thibodaux
5	2	Hwy. 308 Fire Station	691 Hwy 308	Thibodaux
6	1A	Chackbay Volunteer Fire Dept	100 Hwy 304	Thibodaux
6	1B	Chackbay Volunteer Fire Dept	100 Hwy 304	Thibodaux
6	2	Wilbert J. Tauzin Center	1531 LA Hwy 20	Thibodaux
6	3	Bayou Boeuf Volunteer Fire Station	1307 Hwy. 307	Kraemer
6	4	Choctaw Volunteer Fire Station	1190 Choctaw Rd.	Choctaw
7	1	Oak Bldg #2 (St. Charles Church)	1027 Hwy. 308	St. Charles Community

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7	2	Fire Station #3	2924 Hwy. 308	Raceland
7	3	Vivian Comardelle Residence	148 West Bayou Rd	Des Allemands
7	4	Raceland Ag Building	115 Texas Street	Raceland
8	1	Vacherie-Gheens Community Center	1783 Hwy 654	Gheens
9	1	Region C Barn	6236 Hwy 308	Lockport
9	2	Larose Lower Elementary School	175 Richardel Dr.	Larose
10	1	Holy Rosary School Cafeteria	12925 East Main St.	Larose
10	2	The Opportunity Place – S Campus	14669 East Main St.	Cut Off
10	3A	South Lafourche Library	Hwy. 308, 16241 East Main Street	Galliano
10	3B	South Lafourche Library	Hwy. 308, 16241 East Main Street	Galliano
10	4	South Lafourche High School	16911 East Main St.	Galliano
10	5	South Lafourche High School	16911 East Main St.	Galliano
10	6	East Galliano Fire Station	182255 East Main St.	Galliano
10	7	Old Golden Meadow Settlement	20986 Hwy 1	Golden Meadow
10	8	Golden Meadow Middle School	630 South Bayou Dr	Golden Meadow
10	9	Golden Meadow Upper Elementary School	124 North 3 rd St.	Golden Meadow
10	10	St. Joseph Church Recreation Center	17980 West Main St.	Galliano
10	11	West Galliano Fire Station	135 West 158 th St.	Galliano
10	12	Tenth Ward Annex Building	101 West 112 th St.	Galliano
10	13	West Cut Off Fire Station	14734 West Main St.	Cut Off
10	14	Cut Off Elementary School	5522 West Avenue C	Cut Off

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10	15	Cut Off Elementary School	5522 West Avenue C	Cut Off
10	16	Larose Middle School	13356 West Main St.	Larose
11	1	Peter Dupre Rainbow Inn	435 Hwy 665	Montegut
11	2	Bayou Blue Recreation Dist. 11	200 Mazerac St.	Houma
11	3	St. Louis Church Parish Center	2226 Bayou Blue Rd. (LA Hwy 316)	Gray
11	4	St. Charles Elementary School	1690 Hwy. 1	Thibodaux

(Ord. Nos. 3133, 3/11/03; 3372, 12/17/03; 3149, 6/10/03; 3163, 6/10/03; 3404, 4/13/04; 3197, 11/6/03; 3346, 12/17/03; 3088, 8/13/02; 3952, 11/28/06; 4092, 07/10/07; 4121, 08/28/07; 4124, 08/28/07; 4132, 09/11/07; 4293, 05/13/08; 4830, 09/18/08; 4381, 09/18/08)

Note: The Parish has adopted various ordinances over the years establishing polling places. Ordinance No. 3149 of 6/10/03 provided a complete updated list of polling places for all precincts. That ordinance is used as the basis for this current list. Resolution No. 04-158 of 10/12/04 provided for name changes to polling places.

SECTIONS 2:104 -- 2:174. RESERVED

SECTION 2:175. DIVISION OF PARISH INTO JUSTICE OF THE PEACE DISTRICTS; QUALIFICATIONS OF JUSTICES AND CONSTABLES

A. The Parish of Lafourche, State of Louisiana, shall be divided into four (4) Justice of the Peace Districts, as follows:

1. The First Justice District shall comprise Wards One, Two, Five and Six.
2. The Second Justice District shall comprise Wards Three, Seven and Eleven.
3. The Third Justice District shall comprise Wards Four, Eight and Nine.
4. The Fourth Justice District shall comprise Ward Ten.

B. This Section shall become effective upon the lawful assumption of office of the Justices of the Peace and Constables in the aforementioned Justice Districts subsequent to the 1975 election for said offices; provided, however, that for the purpose of qualifying for election to the office of Justice of the Peace or Constable of the Second Justice District in the 1975 elections and thereafter, a candidate shall be a resident of either Ward Three, Seven or Eleven, and a candidate for said offices in the Third Justice District shall be a resident of either Ward Four, Eight or Nine, in addition to possession all other requirements established by law.

(Ord. of 10/12/27; as amended by Ord. No. 888, 9/14/55; and Ord. No. 1162, 5/29/75)

ITEM 21

The following ordinance was submitted for introduction by _____ in regular session convened on _____:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE REQUESTING “NO PARKING” SIGNS BE INSTALLED AT 905 COUNTRY CLUB BLVD, THIBODAUX, LOUISIANA, WARD (2), DISTRICT (4), PARISH OF LAFOURCHE, STATE OF LOUISIANA; PROVIDING FOR THE PLACEMENT OF “NO PARKING” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. Said Ordinance requests that “No Parking” signs be installed at 905 Country Club Blvd., Thibodaux, Louisiana, Ward (2), District (4), Parish of Lafourche, State of Louisiana; and authorizes the installation of necessary signs.

SECTION 2. The designated “No Parking” is desired by people affected thereby, and is in the interest of the public peace, health, and safety of the Parish and its inhabitants.

SECTION 3. The necessary “No Parking” signs shall be installed at 905 Country Club Blvd., Thibodaux, Louisiana.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

ITEM 21

DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 22

The following ordinance was submitted for introduction by _____ in regular session convened on _____:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 2403, SECTION 1 (2), CHANGING THE TIME ALLOTMENT OF THE “PUBLIC WISHING TO ADDRESS THE COUNCIL” FOR ALL REGULAR AND SPECIAL MEETINGS FROM FIVE (5) MINUTES TO THREE (3) MINUTES.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. Said Ordinance is amending Ordinance No. 2403, Section 1 (2), changing the time allotment of the “Public Wishing to Address the Council” for all regular and special meetings from five (5) minutes to three (3) minutes.

SECTION 2. Orderly and timely conduct of Lafourche Parish Council meetings is a fundamental necessity to ensure the proper transaction of business.

SECTION 3. While public input on Parish Government operations is vital to the democratic process in the transaction of Parish business, it cannot be allowed to the extent that it poses a disruption to the official proceedings of the Lafourche Parish Council.

SECTION 4. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 5. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 6. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 7. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

SECTION 8. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 22

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 23

The following Ordinance was submitted for introduction by _____ in regular session convened on _____:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 2:351(B), SUB-CHAPTER "C" OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE PARISH OF LAFOURCHE AS IT PERTAINS TO THE PROCEDURES TO BE FOLLOWED BY PERSONS WISHING TO ADDRESS THE LAFOURCHE PARISH COUNCIL DURING ALL REGULAR AND SPECIAL MEETINGS.

BE IT ORDAINED, by the Lafourche Parish Council convened in Regular Session on _____, that:

SECTION 1. Section 2:351(B) of Sub-Chapter "C" of Chapter 2 of the Code of Ordinances of the Parish of Lafourche as it pertains to the procedures to be followed by persons wishing to address the Lafourche Parish Council during all regular and special meetings is hereby amended to read as follows:

SECTION 2:351. PROCEDURES TO BE FOLLOWED BY PERSONS WISHING TO ADDRESS THE LAFOURCHE PARISH COUNCIL DURING ALL REGULAR AND SPECIAL MEETINGS

B. Any citizen addressing the Parish Council will be allowed a maximum of ~~five (5)~~ **three (3)** minutes to convey his/her concerns. In the event discussion by members of the Council ensues, the speaker will be allowed a maximum of two (2) minutes to rebut each Council question(s)/discussions.

SECTION 2. If any section, part, paragraph, sentence, or clause of this Ordinance should be declared invalid or unenforceable, such invalidity or defect shall not affect the remaining sections, paragraphs, parts, sentences, or clauses hereof and, to this end, the several provisions hereof are hereby declared to be severable.

SECTION 3. All Ordinances or parts thereof in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance was then submitted to an official vote as a whole, the vote thereon being as follows:

ITEM 23

YEAS:

NAYS:

ABSENT:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

ITEM 23

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 24

The following ordinance was submitted for introduction by _____ in regular session convened on _____:

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____:

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 1127 TO REDUCE THE SPEED LIMIT OF FIFTEEN (15) MILES PER HOUR TO TEN (10) MILES PER HOUR ON WEST 162ND, 164TH, 165TH, 166TH AND 167TH STREETS, WARD (10), DISTRICT (9) PARISH OF LAFOURCHE, STATE OF LOUISIANA; REQUIRING THE PLACEMENT OF “SPEED LIMIT” SIGNS; AND PROVIDING PENALTIES FOR THE VIOLATIONS THEREOF.

BE IT ORDAINED, by the Lafourche Parish Council, convened in regular session on _____, that:

SECTION 1. This Ordinance does hereby establish reducing the speed limit to ten (10) miles per hour on West 162nd, 164th, 165th, 166th and 167th Streets, Ward (10), District (9), Parish of Lafourche, State of Louisiana; requiring the placement of “Speed Limit” signs; and providing penalties for the violations thereof.

SECTION 2. The necessary “Speed Limit” signs shall be erected as deemed necessary on West 162nd, 164th, 165th, 166th and 167th Streets.

SECTION 3. The speed limit set forth in this Ordinance shall not apply to vehicles when operated with due regard for safety, under the directions of the Louisiana Department of Public Safety or other peace officer, in the chase or apprehension of violators of the law or of any person charged with or suspected of any such violation, nor to any fire department or fire patrol vehicles when traveling in emergencies. This exemption shall not, however, protect the driver, owner, or operator of any such vehicles from the consequences of reckless disregard of the safety of others.

SECTION 4. The Sheriff of this Parish is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Office Journal of the Lafourche Parish Council in the manner provided by Law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

ITEM 24

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 25

The following ordinance was submitted for introduction by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following Ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

AN ORDINANCE REQUESTING THAT TRAFFIC CALMING DEVICES AND THE APPROPRIATE SIGNAGE BE INSTALLED (PENDING APPROPRIATE FUNDING IS AVAILABLE) ON ABBY ROAD, THIBODAUX, LOUISIANA, WARD (5), DISTRICT (1), PARISH OF LAFOURCHE, STATE OF LOUISIANA.

BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. This Ordinance does hereby establish that traffic calming devices be installed on Abby Road, Thibodaux, Louisiana, Ward (5), District (1), Parish of Lafourche, State of Louisiana in accordance with a letter dated September 13, 2010 received from the Lafourche Parish Sheriff's Office stating that all requirements had been met in order to install traffic calming devices on Abby Road.

SECTION 2. That there shall be installed at least seven (7) speed humps and the appropriate signage to show same.

SECTION 3. That there shall be placed a "Three Way Stop" sign at Abby Road, a "Three Way Stop" at Mansfield Street and a "Four Way Stop" at Springfield Drive/Lake Howard Avenue; additional "Speed Limit" signs and "Caution Children At Play" signs on the street. The other additional "Speed Limit" signs should be placed on each block, with one facing east and one facing west. The "Caution Children At Play" signs shall be placed in the same manner. The residents are also requesting flashing caution lights on Abby Road prior to and approaching its intersection with LA 308 as well as another placed in the same manner at the Forty Arpent intersection; possibly having a "ripple effect" placed on or cut into the roadway (Abby Road) prior to and approaching both intersections at LA 308 and Forty Arpent Road (to warn a driver of the approaching intersection) and that the 10 ton weight limit signs be replaced at both intersections (LA 308 and Forty Arpent Road) as well as other signage to curtail oversized and heavy trucks and machinery.

SECTION 4. The Sheriff is hereby specifically requested to assist in the enforcement of the provisions of this Ordinance.

SECTION 5. If any section, clause, paragraph, provision or portion of these Regulations shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of these regulations.

SECTION 6. Any person who violates the provisions of this Ordinance shall upon conviction thereof, be punished by imprisonment in the Parish jail for a period of not more than thirty (30) days, or by fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the Court.

SECTION 7. All Ordinances or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 8. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 9. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said Council, was then submitted to an official vote as a whole, the vote thereon being as follows:

ITEM 25

YEAS:

NAYS:

ABSENT:

SECTION 10. This Ordinance shall become effective on the tenth day after final publication.

DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

Delivered to the Parish President on

_____, at _____. m.

APPROVED: _____

UNAPPROVED: _____

VETOED: _____

Lafourche Parish President

Returned to the Council Clerk on

_____, at _____. m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, enacted by the Assembled Council in Regular Session on _____, 2010, at which meeting a quorum was present, and was finally adopted on _____, 2010.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____



CRAIG WEBRE
SHERIFF

"NATIONALLY ACCREDITED"

ITEM 25

Parish of Lafourche

Office of the Sheriff

*Serving
and
Protecting*

THIBODAUX (985) 449-2255
GALLIANO (985) 798-2255
LOCKPORT (985) 532-2255
FAX (985) 447-1854

September 13, 2010

Dear Council Members:

This is to inform you that a survey required in conjunction with the Traffic Calming Ordinance 3852 (Traffic Calming Policies and Procedures), Section J, was completed for Abby Road.

History:

On June 21, 2010, an application was received from Mr. C. J. Scarpero of 303 Abby Road in Thibodaux, La. The application petition met the 50% signature requirement.

A radar device was placed on Abby Road and data was collected over a 6 day period and revealed the street does meet the requirements for traffic calming devices.

On July 27, 2010, at 7:00 PM, a neighborhood meeting was conducted. In attendance were Deputy W.F. McDowell and 11 residents representing the neighborhood. During the meeting, the residents were advised of the results of the traffic survey. After some discussion and questions, the residents shared their thoughts, ideas and requests concerning traffic calming solutions. All residents in attendance came to an agreement with a proposal to be submitted to the Parish Council. A petition, for permanent installation, met the 66% signature requirement.

Stats:

Abby Road has 41 occupied residences and is approximately 6,864 feet (1.3 miles) in length and approximately 20 feet in width. Abby Road is a through street from La. 308 to Forty Arpent Road. During the survey period, 18,029 vehicles traveled the street. The average speed was 37.09 MPH, the maximum speed was **84 MPH** and the 85th percentile was 44 MPH (9 miles above the posted speed limit). With this in mind, the daily average number of vehicles traveling on Abby Road, during the survey period, was 3004.8.

Of the total number of vehicles, 6,327 traveled 5 miles or more above the posted 35 mph speed limit. As a result, a daily average of 1039.5 vehicles exceeded the posted limit by 5 mph or more.

40 mph = 1,096	45 mph = 532	50 mph = 172	55 mph = 44	60 mph = 8
41 mph = 948	46 mph = 439	51 mph = 114	56 mph = 32	61 mph = 4
42 mph = 809	47 mph = 327	52 mph = 50	57 mph = 19	62 mph = 7
43 mph = 385	48 mph = 286	53 mph = 65	58 mph = 20	63 mph = 4
44 mph = 659	49 mph = 215	54 mph = 58	59 mph = 10	64 mph = 1
65 mph = 1	68 mph = 1	74 mph = 1	80 mph = 1	84 mph = 1
66 mph = 2	69 mph = 4	75 mph = 1	82 mph = 1	
67 mph = 5	72 mph = 3	76 mph = 1	83 mph = 1	
				Total - 5 mph & over = <u>6327</u>

ITEM 25

Proposal:

Abby Road meets the minimum requirements concerning traffic calming devices according to the above mentioned ordinance, specifically the 85th percentile. Also, due to the high volume of traffic, the length of the street and because this **residential** street is being used as a main thoroughfare, the Lafourche Parish Sheriff's Office is recommending that no less than seven (7) traffic calming devices (humps) be placed on the street as follows:

Between La-308 and Abigail Dr	At least 1 midway
Between Abigail Dr and Mansfield St	At least 3 evenly spaced
Between Mansfield St and Springfield Dr	At least 2 evenly spaced
Between Springfield and Forty Arpent Rd	At least 1 midway

The following modifications to existing intersection controls are also recommended in conjunction with the above speed humps:

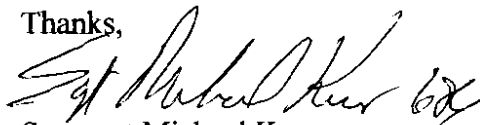
1. A three way stop at Abigail at Abby Road.
2. A three way stop at Mansfield Street at Abby Road
3. A four way stop at Springfield Dr / Lake Howard Ave at Abby Road.

Additional requests by the residents are as follows:

- 1 Additional speed limit signs on each block so that one is facing east and one is facing west.
- 2 Child caution signs (i.e. watch for children, children playing) located at each speed limit sign.
- 3 Flashing caution lights on Abby Road prior to and approaching its intersection with La- 308 as well as another placed in the same manner at the Forty Arpent intersection.
- 4 Possibly having a "ripple effect" placed on or cut into the roadway (Abby Road) prior to and approaching both intersections at La-308 and Forty Arpent Road. (To warn a driver of the approaching intersection)
4. The residents are also requesting that the **10 ton** weight limit signs be replaced at the both intersections (La-208 and Forty Arpent Rd.) as well as other signage to curtail oversized and heavy trucks and machinery.

As additional information, also attached is a sheet with the number of signs and homes on this street.

Thanks,



Sergeant Michael Creamer
Traffic Section

ITEM 25

Lafourche Parish Sheriff's Office Traffic Calming Checklist

Street: ABBY ROAD

Date Started: 5/24/10

Date Completed:

A - Request	<input checked="" type="checkbox"/>	<u>5/24/10</u>
B - Application and Petition <u>Returned</u>	<input checked="" type="checkbox"/>	<u>6/21/10</u>
C - Collection of Data	<input checked="" type="checkbox"/>	<u>6/10/10</u>
D - Analysis of Data	<input checked="" type="checkbox"/>	<u>6/21/10</u>
E - Meeting with Neighborhood Rep.	<input checked="" type="checkbox"/>	<u>6/21/10</u>
F - Analyze Possible Solutions	<input checked="" type="checkbox"/>	<u>6/21/10</u>
G - First Neighborhood Meeting	<input checked="" type="checkbox"/>	<u>7/27/10</u>
H - Analyze suggestions from Residents	<input checked="" type="checkbox"/>	<u>7/28/10</u>
I - Proposed plan & Petition to Residents	<input checked="" type="checkbox"/>	<u>8/26/10</u>
J - Report to Lafourche Parish Council	<input checked="" type="checkbox"/>	<u>9/13/10</u>
K - Installation	<input type="checkbox"/>	<u> </u>

Comments:

ITEM 26

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE PROVIDING FOR A 2010 SUPPLEMENTAL APPROPRIATION (10-018) WITHIN THE 2010 OPERATIONS AND MAINTENANCE BUDGET AND THE CAPITAL OUTLAY BUDGET TO INCLUDE GRANT CARRY FORWARDS AND TO ADJUST SPECIFIC PROJECTS AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID TRANSACTIONS AS PROVIDED FOR BY ARTICLE VI OF THE LAFOURCHE PARISH HOME RULE CHARTER.

WHEREAS, the FEMA Elevation/Acquisition/Demolition/Reconstruction projects have carried forward from 2009 and are projected to be completed in 2010; and

WHEREAS, the EECBG State Grant is inclusive of subgrants within and outside of the Parish and was originally budgeted as one grant; and

WHEREAS, it is necessary to budget the remaining amount of the CWSRF ARRA Grant; and

WHEREAS, the remaining funds of the Generator Grant from the Lockport Field Office will be used to fund the remaining portion of the Raceland Field Office/Coroner Generator; and

WHEREAS, it is necessary to include all of these adjustments within the 2010 Capital and Operating Budgets; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the council approve the said adjustments and authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter.



THEREFORE BE IT ORDAINED, by the Lafourche Parish Council, convened in

ITEM 26

Regular Session on _____, and hereby authorizes the Parish President to sign, execute, and administer said transactions as provided for by Article VI of the Lafourche Parish Home Rule Charter; and

BE IF FURTHER ORDAINED, that:

SECTION 1. A supplemental appropriation of the 2010 Operations and Maintenance Budget is hereby approved as follows:

FUND 001 GENERAL FUND

To adjust the budget to reflect the balance remaining in the Lockport Field Office Generator Grant to be used for the Raceland Field Office/Coroner's Office Generator

1. a decrease in TRANSFERS OUT – 299 (Lockport Field Office Generator) in the amount of \$2,208
2. an increase in TRANSFERS OUT – 299 (Raceland Field Office/Coroner's Office Generator) in the amount of \$2,208

FUND 123 CIVIL DEFENSE

To adjust the budget to properly record the purchase of the Raceland Field Office/Coroner Generator

1. a decrease in MISCELLANEOUS in the amount of \$31,831
2. an increase in TRANSFERS OUT – 299 in the amount of \$31,831

FUND 196 FEMA ACQUISITIONS/ELEVATIONS

To carry forward the budget remaining from fiscal year 2010

1. an increase in INTERGOVERNMENTAL REVENUE in the amount of \$789,337
2. an increase in MISCELLANEOUS in the amount of \$789,337

FUND 197 ARRA FUND

To correctly budget the State Portion of the EECBG Grant (portion for Parish and portion for outside entities)

1. a decrease in TRANSFERS OUT – 299 in the amount of \$241,000
2. an increase in MISCELLANEOUS (Grant) in the amount of \$38,656
3. an increase in MISCELLANEOUS (Grant) in the amount of \$7,037
4. an increase in MISCELLANEOUS (Grant) in the amount of \$5,880
5. an increase in TRANSFER OUT – 299 in the amount of \$189,427

To fund the remaining portion of the CWSRF Grant

1. an increase in TRANSFERS OUT – 299 in the amount of \$837,625
2. an increase in INTERGOVERNMENTAL REVENUE in the amount of \$1,010,420

SECTION 2. A supplemental appropriation of the 2010 Operations and Maintenance Budget is hereby approved as follows:

FUND 299 CAPITAL OUTLAY

To correct budget the State Portion of the EECBG Grant (Thibodaux Complex A/C, DA A/C, Courthouse Boiler Replacement, Courthouse A/C pump & control system replacement, Mathews Complex HVAC Updates, repairs and re-routing, Mathews Complex Ductwork and

ITEM 26

Thibodaux Complex Ductwork)

1. a decrease in CAPITAL OUTLAY in the amount of \$241,000
2. a decrease in TRANSFERS IN - 197 in the amount of \$241,000
3. an increase in TRANSFERS IN – 197 in the amount of \$189,427
4. an increase in CAPITAL OUTLAY in the amount of \$189,427

To properly budget for the Raceland Field Office/Coroner's Office Generator

1. an increase in TRANSFERS IN – 001 in the amount of \$2,208
2. an increase in CAPITAL OUTLAY in the amount of \$34,039
3. an increase in TRANSFERS IN – 123 in the amount of \$31,831

To move remaining balance of the Lockport Field Office Generator to the Raceland Field Office/Coroner's Office Generator

1. a decrease in TRANSFERS IN – 001 in the amount of \$2,208
2. a decrease in CAPITAL OUTLAY in the amount of \$2,208

To fund the remaining portion of the CWSRF Grant

1. an increase in TRANSFERS IN – 197 in the amount of \$837,625
2. an increase in CAPITAL OUTLAY in the amount of \$837,625

SECTION 3. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 5. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 6. A certified copy of this ordinance shall be forwarded to the Lafourche Parish Finance Department, the Lafourche Parish Department of Coastal, Energy and Environment, the Department of Civil Defense, the Department of Grants and Economic Development and the Parish Administrator.

SECTION 7. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 8. This Ordinance shall become effective on October 12, 2010.

ITEM 26

DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

Delivered to the Parish President on

_____, 2010, at _____, __.m.

APPROVED: _____

VETOED: _____

Charlotte A. Randolph
Lafourche Parish President

Returned to the Council Clerk on

_____, 2010, at _____, __.m.

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2010.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 27

On motion by _____, and seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION REQUESTING THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (LADOTD) TO CLEAN THE CULVERTS ON WEST 190TH AND WEST 191ST STREETS OFF OF LA. 1 AND WEST 179TH THRU WEST 181ST STREETS OFF OF LA. 1.

WHEREAS, the Lafourche Parish Council has made and continues to make requests to the Louisiana Department of Transportation and Development which concerns the general health, safety and welfare of the citizens of the Parish; and

WHEREAS, it is the duty upon oath that the Governing Authority and State Officials address concerns dealing with the general health, safety and welfare of the citizens and said resolution satisfies this criteria; and

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request the Louisiana Department of Transportation and Development (LADOTD) to clean the culverts on West 190th and West 191st Streets off of La. 1 and West 179th thru West 181st Streets off of La 1.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Louisiana Department of Transportation and Development, Attn: Mr.Michael Stack and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 27

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

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

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

ITEM 28

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION APPOINTING ONE (1) COMMISSIONER TO REPRESENT THE TOWN OF LOCKPORT ON THE LAFOURCHE PARISH FIRE PROTECTION DISTRICT NO. 2 BOARD.

WHEREAS, Mr. John Arvello serves on the Lafourche Parish Fire Protection District No. 2 Board and represents the Town of Lockport on the Board; and,

WHEREAS, according to the Lafourche Parish Government's records, Mr. Arvello's term expires on October 13, 2010; and,

WHEREAS, the Town of Lockport, recommends Mr. Arvello be reappointed to the Lafourche Parish Fire Protection District No. 2 Board; and,

WHEREAS, this resolution was sponsored for administration by Mr. Phillip Gouaux, District 7; and,

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council take action on this application.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on September 28, 2010, and does hereby reappoint Mr. John Arvello to the Lafourche Parish Fire Protection District No. 2 Board to serve a two (2) year term beginning September 28, 2010 and ending September 27, 2012.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Lafourche Parish Fire Protection District No. 2 Board, Post Office Box 337, Lockport, LA 70374; Mr. John Arvello, 1025 Ethel St., Lockport, LA 70374; Town of Lockport, 710 Church St, Lockport, LA 70374; and the Office of Grants and Economic Development.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this ____ day of _____.

ITEM 28

**DANIEL LORRAINE
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

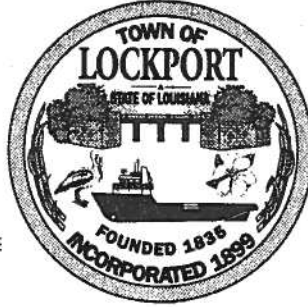
**CARLEEN B. BABIN
COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 28

COUNCIL:
DONOVAN BARKER
PAUL CHAMPAGNE
RODNEY HARTMAN
CRAIG ROGERS
WELDON TRICHE

GERARD LEONARD
TOWN CLERK

RICHARD CHAMPAGNE
MAYOR



LOCKPORT, LOUISIANA

710 CHURCH STREET
LOCKPORT, LA 70374
(985) 532-3117
FAX (985) 532-7143

July 12, 2010

Lafourche Parish Council
Attention: Ms. Debbie Swanner
P.O. Box 5548
Thibodaux, La. 70302

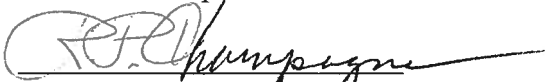
Dear Ms. Swanner:

The Town of Lockport submits Mr. John Arvello to the Lafourche Parish Government for reappointment to the Fire Protection District No. 2 Board for a two (2) year term. Mr. Arvello has provided excellent service on the fire district board. His continued service will be an asset to the community.

Please advise if you need additional information to process this nomination.

With kind regards and best wishes, I remain,

Sincerely,
Town of Lockport


Richard P. Champagne, Mayor

cc: Mr. John Arvello
Mr. Rodney Hartman, Fire District 2 Chairman

ITEM 29

On a motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN THE SUBMISSION OF THE APPLICATION FOR FUNDING FOR THE “DISTRICT 1 OF 12 AND DISTRICT 2 OF 12 PUMP STATIONS IMPROVEMENTS,” UNDER THE HURRICANES GUSTAV/IKE CDBG PARISH-IMPLEMENTED RECOVERY PROGRAM AND CERTIFYING THAT THE “URGENT NEED” NATIONAL POLICY OBJECTIVE IS BEING MET.

WHEREAS, the Lafourche Parish Government is submitting an application to the LA Office of Community Development-Disaster Recovery Unit to secure funding under the Hurricanes Gustav/Ike CDBG Parish-Implemented Recovery Program to complete the **“District 1 of 12 and District 2 of 12 Pump Stations Improvements”** project; and

WHEREAS, in order to apply for such a grant, the Parish must submit its application in compliance with CDBG program regulations; and

WHEREAS, such regulations require that the Lafourche Parish Government provide, as part of its application, a certified copy of a resolution which authorizes submission of the application and designates the Parish President as the authorized representative of the Parish to sign all application documents and certifications; and

WHEREAS, such regulations further require that the Lafourche Parish Government certify that the activity for which CDBG funds are being requested is complete the construction of the **"District 1 of 12 and District 2 of 12 Pump Stations Improvements"** project, which is urgently needed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the Parish; and, which are a direct result of the damages sustained in Hurricane Gustav; and

WHEREAS, with no other funding source, the monies to undertake the project would have to be derived from the Parish Operations and Maintenance Budget, resulting in a critical reduction in revenues for programs and operations of the Parish Government; and

WHEREAS, this resolution was sponsored for Administration by Mr. Matt Matherne, Councilman, District 5; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council authorize the application to the Louisiana Office of Community Development--Disaster Recovery Unit for funding the **"District 1 of 12 and District 2 of 12 Pump Stations Improvements"** project under the



ITEM 29

Hurricanes Gustav/Ike CDBG Parish-Implemented Recovery Program; certify that the "urgent need" national policy objective is being met and, authorize the Parish President to sign said application, agreement and any amendments.

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council does approved the following:

SECTION 1: That the submission of the Hurricanes Gustav/Ike CDBG Parish Implemented Recovery Program application package is hereby authorized, with the proceeds from such grant to be used to complete the "**District 1 of 12 and District 2 of 12 Pump Stations Improvements**" project;

SECTION 2: That the Parish President, as the chief elected official of the Lafourche Parish Government, is the authorized representative for the project and, as such, is authorized to file the application and any amendments thereto on behalf of the Lafourche Parish Government with full authority to execute all documents pertaining to the project.

SECTION 3: That the Lafourche Parish Government hereby certifies that the funding being requested under the CDBG Hurricanes Gustav/Ike-Parish Implemented Recovery Program will be used to construct the "**District 1 of 12 and District 2 of 12 Pump Stations Improvements**" project—a project which:

(a) Is urgently needed and designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the citizens of Lafourche Parish; and

(b) Is of recent origin or which recently became urgent during and immediately following Hurricane Gustav.

SECTION 4: That the Lafourche Parish Government hereby certifies that, with no other funding source available, the monies to undertake the project would have to be derived from the Parish Operations and Maintenance Budget, resulting in a critical reduction in revenues for other programs and operations of Parish.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Hunt, Guillot, & Associates, LLC c/o Leesa M. Foreman, Post Office Box 3698, Houma, LA 70361; Lafourche Parish Government Grants & Economic Development Office; Finance Department and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ITEM 29

And the resolution was declared adopted on this, the ____ day of _____, 2010.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____, at which a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____ DAY OF _____, 2010

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 30

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE LOW QUOTE OF BUFFALO ELECTRIC, INC. IN THE AMOUNT OF FIFTY ONE THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS (\$51,427.00) FOR LIGHT REPAIR AT LAROSE AND GOLDEN MEADOW PARKS AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER AN AGREEMENT AND ANY AND ALL ASSOCIATED DOCUMENTS.

WHEREAS, the 2010 Capital Outlay budget contains funding for lights repairs at the Larose and Golden Parks due to damages caused by Hurricane Gustav; and

WHEREAS, three (3) quotes were requested from contractors and were received as follows:

Buffalo Electric, Inc.	\$51,427.00
W.J. Bloecher Co., Inc.	\$77,601.41
E3 Electrical, Inc.	\$95,185.00

WHEREAS, this resolution is sponsored for Administration by Mr. Rodney Doucet, Councilman, District 8; and

WHEREAS, it is the recommendation of the Administration of Lafourche Parish Government that the Council does hereby accept the low quote of fifty one thousand four hundred twenty seven dollars (\$51,427.00) by Buffalo Electric, Inc. and authorizes the Parish President to sign, execute and administer an agreement and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on September 28, 2010, does hereby accept the low quote of fifty one thousand four hundred twenty seven dollars (\$51,427.00) by Buffalo Electric, Inc. and authorizes the Parish President to sign, execute and administer an agreement and any and all relevant documents.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Buffalo Electric, Inc. (3207 Jefferson Street, Baker, LA 70714); the Lafourche Parish Government Department of Parks, Recreation, and Public Facilities; the Lafourche Parish Department of Finance; and Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

ITEM 30

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Assembled Council in Regular Session on _____, which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 30

Buffalo Electric Inc.

3207 Jefferson Street
Baker Louisiana 70714

Phone: (225) 775-8290

Fax: (225) 775-8265

PROPOSAL

July 23 2010

Job Number: BG615

ATTN: Greg Sanamo

RE: Larose and Gold Meadow ball field

Dear Sirs,

In accordance with your request, we are pleased to provide you with our proposal.

For the Sum of: \$44,377.00 (base bid)

Scope of Work: 1-relocate 1 pole at holy rosary field, install new service rack, meter can , disconnect etc (MP1) at larose field. replace at total of 14 light bulbs on pole indicated on drawings. replace service pole,new disconnect, metercan, etc at golden meadow youth field, relocate service underground on adult field from P8 to P7, relocate poles P7,P6, P5, P4 approx 40ft back of existing fence. Replace lamps on pole P2.

ADD- \$500.00 Balance loads at PP2 control P9,P8,P7, P6 and P10,P2.

ADD-\$1200 to replace lights on pole P2.(total of 3 fixtures)

ADD- \$2400.00 to replace lights at pole P10 and P16.(total of 3 fixtures per pole)

ADD-\$2500.00 to directional bore conduit from pole P8 to P7.

ADD-\$450.00 to add switch box -disconnect to pole P19.

This proposal may be withdrawn by us if not acknowledged in 30 days. If you have any questions or need additional information, please don't hesitate to contact us.

Payment to be made as follows: Net 30

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Sincerely,

Bernard Gourgues Acceptance of Proposal:

The above prices, specifications and conditions are Satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as Outlined above.

Print Name: _____

Signature: _____

Date of acceptance: _____

ITEM 30

W.J.BLOECHER CO., INC.

ELECTRICAL CONTRACTOR

PROPOSAL

Lafouche Parish Recreation Department
Kramer Louisiana

Attn.: Jennifer Dufrene

*We propose to supply labor to perform the following work at
Larose Playground*

- 1.) Holy Rosary Field – Relocate pole# P6 \$ 5,124.00
- 2.) Larose Ball Field - Replace Service MP1 \$ 14,030.00
- 3.) Civic Field 1 and 2 – Repair lights that are out P14,P17,P18,P23 \$ 3,456.01
- 4.) Civic Field 1 and 2 – Troubleshoot circuit breaker tripping if service doesn't solve problem \$ 1,387.52
- 5.) Holy Rosary Field – Lights out P10,P4,P5 \$ 3,480.00
- 6.) Bantam Football Field – Lights Out P16,P26,P25 \$ 4,937.88
- 7.) Larose Baseball and Football Field – Repair ruts in field \$ 2,155.00

Total to perform labor to complete above specified job.

\$34,570.41

Thirty Five Thousand Five Hundred Seventy Dollars and 41/100

P.O. # : _____ Date : _____

Authorized Signature: _____

Thank You,

William J. Bloecher Jr.

ITEM 30

W.J.BLOECHER CO., INC.

ELECTRICAL CONTRACTOR

PROPOSAL

Lafouche Parish Recreation Department
Kramer Louisiana

Attn.: Jennifer Dufrene

*We propose to supply labor to perform the following work at
Golden Meadow Playground*

- 1.) Youth Field – Replace Service MP1 \$ 7,107.00
- 2.) Adult Field – Relocate Poles and Underground to make field larger use all
existing poles ,arms, and light fixtures \$ 35,924.00

Total to perform labor to complete above specified job.

\$43,031.00

Forty Three Thousand Thirty One Dollars

P.O. # : _____

Date : _____

Authorized Signature: _____

Thank You,

William J. Bloecher Jr.

ITEM 30

LAFOURCHE PARISH RECREATION – DISTRICT 3



E3 ELECTRICAL, INC.

1001 LAFAYETTE ST
HOUMA, LA 70360
985.223.0778

Electrical Bid Submitted To:

**LAFOURCHE PARISH RECREATION
PO BOX 425
MATHEWS, LA 70375
985-537-7605**

11596-1

Scope of Work:

Provide labor, materials, and equipment necessary to complete the following scope of work for Lafourche Parish Recreation District 3. Detailed scope of work is as follows:

LAROSE PARK – BASE BID

1. RELOCATE (1) EXISTING LIGHT POLE AS FOLLOWS:
 - a. REINSTALL POLE APPROXIMATELY 40' FROM ITS CURRENT LOCATION
 - b. INSTALL (1) IN GROUND JUNCTION BOX AT CURRENT POLE LOCATION (12" X 24")
 - c. EXTEND UNDERGROUND FEEDER TO NEW POLE LOCATION (1" PVC, 3-#10 THHN)
 - d. REINSTALL (2) EXISTING LIGHT FIXTURES ON POLE
 - e. EXISTING LIGHT POLE AND FIXTURES ARE TO BE REUSED
2. REPAIR (13) EXISTING SPOTLIGHTER FIXTURES AS FOLLOWS:
 - a. REPLACE BULB AND BALLAST IN EACH FIXTURE (1000W METAL HALIDE)

NOTES:

1. A \$225.00 CREDIT WILL BE RETURNED TO THE CUSTOMER FOR EACH FIXTURE NOT REQUIRING A BALLAST CHANGE.
3. INSTALL (1) NEW OVERHEAD SERVICE AS FOLLOWS:
 - a. (1) OVERHEAD SERVICE RISER (3" RGS, 3-#600KCMIL)
 - b. (1) CT ENCLOSURE (54" X 32" X 14", NEMA 3R)
 - c. (1) WIREWAY (10" X 10" X 6', NEMA 3R)
 - d. (2) LIGHTING DISCONNECTS (120/240V, 200A, FUSIBLE, 1 PHASE, NEMA 3R)
 - e. (1) DISTRIBUTION LOADCENTER (120/240V, 100A MCB, 1 PHASE, NEMA 3R, 12 SPACE)
 - f. (1) GENERAL PURPOSE RECEPTACLE (120V, 20A, DUPLEX, GFCI, WEATHERPROOF)
 - g. (1) STANCHION FOR SERVICE EQUIPMENT
 - i. (2) OVERHEAD POLE (6" X 6" X 20' WOODEN POLE, TREATED)
 - ii. (3) CROSSMEMBER (1 5/8" UNISTRUT CHANNEL)

ITEM 30



E3 ELECTRICAL, INC.

LAFOURCHE PARISH RECREATION – DISTRICT 3

Structured payment schedule to be agreed upon at contract signing.

ACCEPTANCE OF PROPOSAL

LAROSE PARK – BASE BID

\$35,910.00

DATE: _____

SIGNATURE: _____

OWNER

Any deviation or alteration from the aforementioned bid summary will result in a change order.

LAROSE PARK – ALTERNATE 1 – POLE P19 DISCONNECT

1. REWORK THE SERVICE AT POLE P19 AS FOLLOWS:
 - a. INSTALL (1) MAIN DISCONNECT SWITCH FOR THE EXISTING SERVICE AT THIS POLE
 - i. (240V, 200A, FUSIBLE, 1 PHASE, NEMA 3R)

Structured payment schedule to be agreed upon at contract signing.

ACCEPTANCE OF PROPOSAL

LAROSE PARK – ALTERNATE 1 – POLE P19 DISCONNECT

\$ 3,415.00

DATE: _____

SIGNATURE: _____

OWNER

Any deviation or alteration from the aforementioned bid summary will result in a change order.

LAROSE PARK – ALTERNATE 2 – MISCELLANEOUS TROUBLESHOOTING

1. PROVIDE TROUBLESHOOTING AND REPAIR OF BREAKER TRIP ISSUE WITH POLE P20
2. PROVIDE TROUBLESHOOTING AND REPAIR OF BREAKER TRIP ISSUE AT MP1 FOR POLES P12-P16

NOTES:

1. UNTIL A CAUSE FOR THESE PROBLEMS CAN BE DETERMINED, THERE IS NO BID PRICE FOR THESE ITEMS. TROUBLESHOOTING AND REPAIR IS OFFERED AT OUR STANDARD TIME AND MATERIALS RATES.

Structured payment schedule to be agreed upon at contract signing.

ACCEPTANCE OF PROPOSAL

LAROSE PARK – ALTERNATE 2 – MISCELLANEOUS TROUBLESHOOTING
AS PER ATTACHED RATE SHEET

DATE: _____

SIGNATURE: _____

OWNER

Any deviation or alteration from the aforementioned bid summary will result in a change order.

ITEM 30



E3 ELECTRICAL, INC.

LAFORCHE PARISH RECREATION – DISTRICT 3

GOLDEN MEADOW PARK – BASE BID

1. RELOCATE (4) EXISTING LIGHT POLE AS FOLLOWS:
 - a. REINSTALL POLE APPROXIMATELY 40' FROM ITS CURRENT LOCATION
 - b. INSTALL (1) IN GROUND JUNCTION BOX AT CURRENT POLE LOCATION (12" X 24")
 - c. EXTEND UNDERGROUND FEEDER TO NEW POLE LOCATION (1" PVC, 3-#10 THHN)
 - d. REINSTALL (2) EXISTING LIGHT FIXTURES ON POLE
 - e. EXISTING LIGHT POLES AND FIXTURES ARE TO BE REUSED
2. INSTALL (1) NEW OVERHEAD SERVICE AS FOLLOWS:
 - a. (1) OVERHEAD SERVICE RISER (3" RGS, 3-#600KCMIL)
 - b. (1) METER ENCLOSURE (240V, 320A, 1 PHASE, NEMA 3R)
 - c. (1) WIREWAY (10" X 10" X 6', NEMA 3R)
 - d. (2) LIGHTING DISCONNECTS (120/240V, 200A/150AF, FUSIBLE, 1 PHASE, NEMA 3R)
 - e. (2) OVERHEAD LIGHTING RISER (2" EMT, 3-2/0 THHN, 1-#4 THHN)
 - f. (1) STANCHION FOR SERVICE EQUIPMENT
 - i. (2) OVERHEAD POLE (6" X 6" X 20' WOODEN POLE, TREATED)
 - ii. (3) CROSSMEMBER (1 5/8" UNISTRUT CHANNEL)
3. INSTALL (1) NEW POLE IN THE LEFT FIELD CORNER OF THE ADULT FIELD
 - a. (1) LIGHT POLE (60', CLASS II, TREATED)
 - b. REROUTE OVERHEAD LIGHTING FEEDER BETWEEN POLES P7 AND P8 THROUGH THE NEW POLE TO PREVENT WIRING FROM ENCROACHING ON THE PLAYING FIELD

Structured payment schedule to be agreed upon at contract signing.

ACCEPTANCE OF PROPOSAL

GOLDEN MEADOW PARK – BASE BID

\$ 55,860.00

DATE: _____

SIGNATURE: _____
OWNER

Any deviation or alteration from the aforementioned bid summary will result in a change order.

GOLDEN MEADOW PARK – ALTERNATE 1 – MISCELLANEOUS TROUBLESHOOTING

1. PROVIDE TROUBLESHOOTING AND REPAIR OF LOAD MISMATCH ON POLES P6 – P9
2. PROVIDE TROUBLESHOOTING AND REPAIR OF LOAD MISMATCH ON POLES P2 AND P10

NOTES:

1. UNTIL A CAUSE FOR THESE PROBLEMS CAN BE DETERMINED, THERE IS NO BID PRICE FOR THESE ITEMS. TROUBLESHOOTING AND REPAIR IS OFFERED AT OUR STANDARD TIME AND MATERIALS RATES.

Structured payment schedule to be agreed upon at contract signing.

ACCEPTANCE OF PROPOSAL

GOLDEN MEADOW PARK – ALTERNATE 1 – MISCELLANEOUS TROUBLESHOOTING
AS PER ATTACHED RATE SHEET

DATE: _____

SIGNATURE: _____
OWNER

Any deviation or alteration from the aforementioned bid summary will result in a change order.

ITEM 30



E3 ELECTRICAL, INC.

LAFOURCHE PARISH RECREATION – DISTRICT 3

GOLDEN MEADOW PARK – ALTERNATE 2 – UNDERGROUND WIRING

ADULT FIELD

1. REPLACE (350') OF EXISTING OVERHEAD WIRING WITH UNDERGROUND CONDUIT
 - a. (350') 2" PVC CONDUIT (24" BELOW GRADE, TRENCHED)
 - i. (3 – 1/0 THHN, 1 - #4 THHN CONDUCTORS IN CONDUIT
2. INSTALL (1) JUNCTION BOX AT GROUND LEVEL FOR EACH POLE (12" X 12" X 6", NEMA 3R)
3. INSTALL (1) DISCONNECT SWITCH AT EACH POLE (240V, 30A, 3 POLE, FUSIBLE, NEMA 3R)
 - a. **NOTE:** THIS DISCONNECT SWITCH IS REQUIRED TO PROVIDE OVERCURRENT PROTECTION FOR THE LIGHTING CIRCUIT CONDUCTORS GOING UP THE POLE.
4. INSTALL (1) FEEDER TO LIGHT FIXTURES UP THE POLE (1" PVC, 3 - #10 THHN)
5. INSTALL (1) FIXTURE JUNCTION BOX AT TOP OF POLE (6" X 6" X 4" PVC)
6. RECONNECT LIGHT FIXTURES TO NEW JUNCTION BOX
7. REMOVE OVERHEAD CONDUCTORS

NOTES:

1. THERE ARE (5) LIGHT POLES THAT WILL BE AFFECTED BY THE WORK ON THIS FIELD.

YOUTH FIELD

1. REPLACE (750') OF EXISTING OVERHEAD WIRING WITH UNDERGROUND CONDUIT
 - a. (750') 2" PVC CONDUIT (24" BELOW GRADE, TRENCHED)
 - i. (3 – 1/0 THHN, 1 - #4 THHN CONDUCTORS IN CONDUIT
2. INSTALL (1) JUNCTION BOX AT GROUND LEVEL FOR EACH POLE (12" X 12" X 6", NEMA 3R)
3. INSTALL (1) DISCONNECT SWITCH AT EACH POLE (240V, 30A, 3 POLE, FUSIBLE, NEMA 3R)
 - a. **NOTE:** THIS DISCONNECT SWITCH IS REQUIRED TO PROVIDE OVERCURRENT PROTECTION FOR THE LIGHTING CIRCUIT CONDUCTORS GOING UP THE POLE.
4. INSTALL (1) FEEDER TO LIGHT FIXTURES UP THE POLE (1" PVC, 3 - #10 THHN)
5. INSTALL (1) FIXTURE JUNCTION BOX AT TOP OF POLE (6" X 6" X 4" PVC)
6. RECONNECT LIGHT FIXTURES TO NEW JUNCTION BOX
7. REMOVE OVERHEAD CONDUCTORS

NOTES:

1. THERE ARE (7) LIGHT POLES THAT WILL BE AFFECTED BY THE WORK ON THIS FIELD.

Structured payment schedule to be agreed upon at contract signing.

ACCEPTANCE OF PROPOSAL

GOLDEN MEADOW PARK – ALTERNATE 2 – UNDERGROUND WIRING

\$ 58,020.00

DATE: _____

SIGNATURE: _____
OWNER

Any deviation or alteration from the aforementioned bid summary will result in a change order.

ITEM 30



E3 ELECTRICAL, INC.

LAFOURCHE PARISH RECREATION – DISTRICT 3

Warranty:

All work performed by E3 Electrical, as detailed by the scope of work above, is guaranteed for a period of one year from the date of completion.

General Notes:

1. Existing poles are to be reused for all pole relocations. E3 makes no guarantee as to the integrity of the existing poles. Poles found in a condition that is too poor to relocate will be replaced as a change order to the contract.
2. Existing light fixtures are to be reused for all pole relocations. E3 makes no guarantee as to the condition of the existing light fixtures. Fixtures found in a condition that is too poor to remove and reinstall will be replaced as a change order to this contract.
3. Ruts and similar damage to field playing surfaces left from construction equipment are to be filled with dirt and brought back to a level grade for grass to grow back naturally. Sod and/or reseeding of playing fields is **not** included.
4. All underground conduit installation for all sections of this bid is to be done via trenching a digging. There is no directional boring work included as any part of this bid.
5. Price is valid for 30 days from date of bid. Expires 10/01/10.

ITEM 30



1001 LAFAYETTE ST
HOUMA, LA 70360
OFFICE: (985) 223-0778
FAX: (985) 223-8678

E3 ELECTRICAL, Inc.

LABOR RATES VALID: 07/31/2010 – 9/30/2010

CLASSIFICATION	STRAIGHT TIME HOURLY RATE	OVERTIME HOURLY RATE	HOLIDAY HOURLY RATE
ELECTRICAL ENGINEER (LOUISIANA REGISTERED PROFESSIONAL)	80.00	120.00	160.00
PLC / HMI PROGRAMMER	80.00	120.00	160.00
ELECTRICIAN (MARINE/OFFSHORE)	60.00	90.00	120.00
ELECTRICIAN (LAND)	55.00	82.50	110.00
ELECTRICIAN'S HELPER (MARINE)	35.00	52.50	70.00
ELECTRICIAN'S HELPER (LAND)	32.00	48.00	64.00

MINIMUM SERVICE CHARGES:

ONSHORE: 1.5 HOURS
MARINE: 4.0 HOURS
OFFSHORE: 12.0 HOURS

OVERTIME RATES ARE APPLIED ON ALL TIME OUTSIDE OF 7:00AM TO 4:00PM MONDAY THRU FRIDAY, AND ANYTIME ON SATURDAY OR SUNDAY. A REGULAR WORK DAY CONSISTS OF 8 HOURS.

ALL TIME SPENT ON JOB / TRAVELING TO JOB WILL BE CHARGED AT RATES DENOTED ABOVE. ALL EXPENSES INCURRED (AIRFARE, CAR RENTAL, PER DIEM, ETC) ARE CHARGED AT COST PLUS 10%.

MILEAGE IS \$0.50 PER MILE AND TRAVEL TIME WILL BE APPLIED AT THE APPROPRIATE RATES DENOTED ABOVE. THESE RATES APPLY FROM THE TIME THE EMPLOYEE LEAVES THE SHOP UNTIL HE RETURNS, INCLUDING TIME REQUIRED TO OBTAIN MATERIAL AND EQUIPMENT.

HOLIDAY RATES WILL BE CHARGED ON ALL E3 COMPANY HOLIDAYS PLEASE CONTACT THE COMPANY FOR A LIST OF THESE HOLIDAYS AS THEY MAY VARY BY YEAR.

WHEN SERVICE IS TO BE PERFORMED ON PLATFORMS, RIGS, AND VESSELS EMPLOYEES ARE TO RECEIVE ADEQUATE LIVING ACCOMODATIONS INCLUDING MEALS, MEDICAL AND LAUNDRY SERVICES AT NO CHARGE TO THE EMPLOYEE OR COMPANY.

STANLEY B. WHITNEY III, P.E.
PRESIDENT

ITEM 31

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT BETWEEN CASUALTY ACTUARIAL CONSULTANTS, INC. AND LAFOURCHE PARISH GOVERNMENT AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID CONTRACT AND ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, Casualty Actuarial Consultants, Inc. has prepared an actuarial report for Lafourche Parish Government since 2005 and has proposed to perform similar services for 2010; and

WHEREAS, the report will include estimates of the required reserves for Lafourche Parish's workers compensation losses and will estimate the rate needed for the period of July 2010 through June 2012; and

WHEREAS, this resolution was sponsored for Administration by Mr. Phillip Gouaux, Councilman District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves a contract between Casualty Actuarial Consultants, Inc. and Lafourche Parish Government, and authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on September 28, 2010, and does hereby approve a contract for Actuarial Consulting Services between Casualty Actuarial Consultants, Inc. and Lafourche Parish Government, and authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Casualty Actuarial Consultants, Inc. (7101 Executive Center Dr., Suite 225, Brentwood, Tennessee 37027); Lafourche Parish Government Department of Finance, Department of Risk Management, and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

ITEM 31

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**



Casualty Actuarial Consultants, Inc.

ITEM 31

August 31, 2010

Ms. Chastity Himel
Lafourche Parish Government
402 Green Street
Thibodaux, Louisiana 70301

RE: ENGAGEMENT LETTER FOR ACTUARIAL SERVICES

Dear Ms. Himel:

We are pleased to hear that Lafourche Parish wishes to engage Casualty Actuarial Consultants, Inc. (CACI) for actuarial services. We propose to offer our services subject to the following terms and conditions.

- 1) Lafourche Parish is a political subdivision of the State of Louisiana and Casualty Actuarial Consultants, Inc. (CACI) is an actuarial firm staffed with professional actuaries duly certified and credentialed possessing the requisite skill and experience to perform the services required by Lafourche Parish.
- 2) CACI proposes to prepare an actuarial report substantially similar to that published and prepared for Lafourche Parish by CACI dated January 5, 2009. Such report will include estimates of the required reserves for Lafourche Parish's workers compensation losses as of 6/30/10 and will estimate the rate need for 7/1/10-11.
- 3) All data will be supplied to CACI by Lafourche Parish. Lafourche Parish will submit the necessary documents and materials regarding its June 30, 2009 and June 30, 2010 loss runs, payrolls by class code, and workers compensation operating expenses.

ITEM 31

Ms. Chastity Himel
August 31, 2010
Page Two

- 4) CACI will perform the services required herein for \$4,000.
- 5) Any notice required by this agreement shall be given to the respective parties as follows:

To Lafourche Parish:

Lafourche Parish Government
402 Green Street
Thibodaux, Louisiana 70301

To CACI:

Casualty Actuarial Consultants, Inc.
150 Carroll Street
Mandeville, Louisiana 70448

- 7) CACI shall prepare the analysis described in item 2) above within 30 days of receipt of loss, payroll, and expense data. A draft report will be delivered either by electronic or overnight delivery. Final bound copies will be sent overnight upon request.

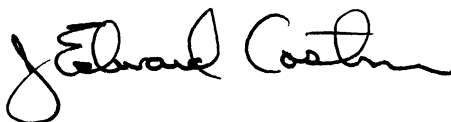
In Witness Whereof, the parties hereto through their duly authorized officers have executed this agreement.

LAFOURCHE PARISH GOVERNMENT

Attest: _____ By: _____

CASUALTY ACTUARIAL CONSULTANTS, INC.

Attest:



By:



Ellen Rein Pierce, FCAS, MAAA
Vice President

Casualty Actuarial Consultants, Inc.

ITEM 32

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID OF UNIBAR DAMAGE PREVENTION GROUP, LLC FOR CONTRACTOR SERVICES RELATED TO UNDERGROUND FACILITY LOCATES AND APPROVING CONTRACT(S) FOR SAID CONTRACTOR SERVICE WORK AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID CONTRACT(S) AND ALL RELEVANT DOCUMENTS AND AMENDMENTS.

WHEREAS, the Lafourche Parish Government is responsible for a Street Lighting program which includes the energizing, repair, and maintenance of Parish supported street and road lighting; and

WHEREAS, it is also the Parish's responsibility to locate and mark any underground facilities which conflict with any proposed excavation that may be associated with Parish supported street and road lighting; and

WHEREAS, Unibar Damage Prevention Group, LLC provides a comprehensive and reputable Locate Service which includes the process necessary to locate and mark underground facilities in accordance with all applicable laws, including Louisiana R.S. 40:1749:11 et seq.; and

WHEREAS, Unibar Damage Prevention Group, LLC has proposed a bid of Sixteen dollars (\$16.00) for each field visit and Six dollars (\$6.00) for each office screen (no field visit required) locate notification authorized by Lafourche Parish Government; and

WHEREAS, it is estimated that approximately four thousand five hundred (4,500) underground facility locates per year could be generated in residential areas based on La One Call mapping at an estimated annual cost of seventy-two thousand dollars (\$72,000.00).

WHEREAS, this resolution was sponsored for Administration by Mr. Joseph Fertitta, Councilman, District 4; and

WHEREAS, it is recommended by the Administration that the Lafourche Parish Council accept the bid of Unibar Damage Prevention Group, LLC for contractor services related to underground facility locates and approving contract(s) for said contractor service work and authorizes the Parish President to sign, execute, and administer said contract(s) and all relevant documents and amendments.



ITEM 32

THEREFORE BE IT RESOLVED, that the Lafourche Parish Council does approve the acceptance of the bid submitted by Unibar Damage Prevention Group, LLC for contractor services related to underground facility locates and approving contract(s) for said contractor service work and authorizes the Parish President to sign, execute, and administer all contract(s) and all relevant documents and amendments.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to; Unibar Damage Prevention Group, LLC, Attn: Patrick J. Burk, 4325 Concourse Drive, Ann Arbor, MI 48108; The Lafourche Parish Government Department of Finance, Department of Solid Waste, and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

AGREEMENT FOR UNDERGROUND FACILITY LOCATING AND MARKING SERVICES

This agreement is made on _____, 2010, between **UNIBAR DAMAGE PREVENTION GROUP, LLC**, 4325 Concourse Drive, Ann Arbor, MI 48108 ("Contractor"), and **Lafourche Parish Government**, Post Office Box 5548, Thibodaux, LA 70302 ("Customer").

ARTICLE I: Locating and Marking Services

Section 1.1 – Retention of Contractor

Customer retains Contractor to perform, and Contractor agrees to perform, underground facility locating and marking services (Services) for Customer underground facilities in the service territory identified in **Exhibit- A** and made a part of this Agreement, and any other territories that the parties may agree to in writing.

Section 1.2 – Scope of Services

1. Contractor agrees to receive all excavation notices, (Requests), directed to Customer from any source, including requests generated through the One-Call Center.
2. Customer agrees to instruct the One-Call Center to transmit Requests involving Customer's underground facilities directly to Contractor.
3. Contractor shall respond to and complete all locate requests in accordance with State laws. Contractor shall, for each locate request, review the Customer's underground facility maps, determine any conflict between the proposed excavation and Customer's facilities, and where conflict exists locate and mark such facilities within 48 hours of the request by the parish..
4. The scope of work is limited to locating low voltage power lines within parish approved subdivisions.
5. Contractor shall use paint, flags, or stakes as necessary to identify the location of Customer's facilities. Such markings shall be placed at reasonable distances and shall be in accordance with the APWA uniform color code guidelines.
6. Contractor agrees to perform the Services as promptly as possible, and to electronically close out all locate requests.
7. Contractor shall maintain records of all requests for a period of Three (3) years, from the date of receipt.
8. All Services shall be performed in a good and workman-like manner and in accordance with all applicable laws, regulations and ordinances, and shall comply with the locating procedures as from time to time adopted and approved by the National Utility Locating Contractor's Association (NULCA).
9. Contractor shall designate a single point of contact between Contractor and Customer to serve as liaison for receipt and distribution of Customer's underground facility maps, and other administrative issues.
10. In the event Contractor encounters any Customer underground facilities that are "Identifiable, but Unlocateable", Contractor shall notify Customer after having exhausted reasonable efforts to locate such facility. Customer will either assist Contractor or complete said locates at no cost to Contractor.
11. An "Identifiable, but Un-locatable" facility is defined as a facility whose presence is known but which can not be located with "Reasonable Accuracy" using electronic devices designed to respond to the presence of such underground facilities.
12. Contractor shall not be responsible for un-locateable facilities and shall not be held liable for damages to said facilities. Upon discovery, Contractor will turn over un-locateable facilities to the Customer.

Section 1.3 – Materials Provided by Customer

During the term of this Agreement, Customer agrees to furnish Contractor with adequate copies of Customer's underground facility maps and records. This shall include all available maps, measurements, charts, technical information and updates, which are necessary to locate Customer's underground facilities. All such materials furnished or disclosed to Contractor by Customer in the performance of this Agreement shall remain the property of Customer. All copies of such information shall be returned to Customer upon the termination of this Agreement. Unless such materials were previously known to Contractor free of any obligation to keep them confidential, or subsequently made public by Customer, such materials shall be kept confidential by Contractor, shall be used only in the performance of Services under this Agreement and may not be used for any other purpose except as may be agreed upon in writing by Customer. This obligation of confidentiality shall survive the termination of this Agreement.

Section 1.4 – Materials Provided by Contractor; Independent Contractor

During the term of this Agreement, Contractor agrees to provide sufficient qualified staff and personnel, office and field equipment, transportation and supplies as are necessary to fulfill its obligations under this Agreement, and shall furnish and maintain any and all state, county and municipal licenses or permits which apply to the Services to be performed by Contractor. Contractor hereby represents and agrees that it is engaged in an independent business; that it will perform Services under this Agreement as an independent contractor and none of its workers, agents or employees shall under any circumstance be construed as an employee of Customer; that it has and hereby retains the right and responsibility to exercise control and supervision of the Services and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts and for the acts of its employees, agents, and subcontractors while performing Services under this Agreement. Nothing contained in this Agreement shall create or be construed as creating the relationship of employer and employee, or partnership or joint venture, between Customer and Contractor, or between Customer and any person or persons employed or engaged by Contractor.

ARTICLE II: Compensation for Services

Section 2.1 – Compensation for Services

In full and complete payment for the performance of Services under this Agreement, Customer shall pay to Contractor the amounts set forth on (**Exhibit-B Price Schedule**) attached to this Agreement. Customer shall compensate any service performed by Contractor at the request of Customer, which is not provided on the Exhibit- B Schedule, at the rates determined from time to time between the parties. Contractor shall invoice Customer each week for the work performed the prior week. All invoices shall be due and payable, and Customer shall pay the Compensation due, within thirty (30) days of the date of the invoice.

ARTICLE III: Term and Termination

Section 3.1 – Term of the Contract

The term of this Agreement shall be for a period of two (2) years and begin on _____ and shall expire on _____ with the option of being renewed by amendment or addendum for two (2) additional one (1) year periods, upon mutual agreement of both parties, under the same terms and conditions. The parties acknowledge that Contractor needs a start-up period to inspect the materials received from Customer and to prepare to provide the Services, and Customer shall provide all relevant materials to Contractor as soon as practical after the execution of this Agreement. Contractor shall perform work at the prices outlined in attached Exhibit B - Schedule of Pricing. Adjustments to said Schedule shall be made once per year on the anniversary date of this agreement. Such adjustments shall be equal to any increase in the National Consumer Price Index (CPI) for the twelve-month period ending two months prior to the anniversary of this contract.

Section 3.2 – Termination

This Agreement, and the obligations of the parties, maybe terminated prior to the end of the term only under the following circumstances and only in accordance with the following procedures:

1. By either party after ten (10) days prior written notice in the event of the bankruptcy or insolvency of a party, or in the event of the appointment of a receiver for the assets of a party; or
2. By the non-breaching party after thirty (30) days prior written notice to the breaching party, and after compliance with the procedures set forth in Section 3.3 of this Agreement, in the event of a material breach by a party of its obligations under this Agreement; or
3. By either party, for any reason with thirty (30) days prior written notice to other party.

Section 3.3 – Procedures for Termination for Breach

In the event a party in good faith believes that the other party has breached its obligations under this Agreement, the non-breaching party shall provide a written notice to the breaching party specifying in reasonable detail the breach, which is alleged to have occurred. If the party receiving the notice agrees that the breach has occurred, it shall be given ten (10) business days after the receipt of the notice to cure such breach or, in the event such a breach can not be cured, to develop and submit to the other party policies or procedures, or to take other action, to ensure that such a breach will not occur in the future. In the event the party receiving the notice does not agree that the breach has occurred, such party shall request in writing a meeting of their respective general managers to discuss the facts and circumstances alleged to have resulted in the breach and to determine whether such a breach has occurred. Such a meeting shall occur within five (5) business days of the receipt of such a request. At the meeting, the parties shall cooperate with each other and act in good faith to resolve the dispute and their differences. In the event the meeting of the general managers does not resolve the dispute as to whether a breach has occurred, a second meeting shall be held between the parties and shall be attended by the general managers and the next highest position within the applicable party with authority over the subject matter of this Agreement. At the second meeting, the parties shall again cooperate with each other and act in good faith to resolve the dispute and their differences. In the event the second meeting of the parties does not resolve the dispute, the question of whether a breach has occurred under this Agreement shall be submitted to binding mediation. A single mediator, selected by the parties, shall conduct the mediation. If the parties cannot agree on the mediator, each party shall submit three (3) selections for mediators, and the mediator shall be selected by lot from the six (6) names submitted. The decision of the mediator shall be rendered within ten (10) days of the mediation session, and shall be conclusive as to the question of whether a breach has occurred under this Agreement. The costs and expenses of the mediation shall be shared equally between the parties; provided,

however, that each party shall pay their own fees and expenses of their respective counsel, witnesses and experts, if applicable. If the mediator determines that a breach has occurred, the breaching party shall be entitled to cure the breach, or to establish procedures to ensure that another similar breach will not occur, consistent with the first paragraph of this Section. The parties acknowledge and agree that the foregoing provisions are intended to provide a process of resolving disputes between them without the necessity of terminating this Agreement. The parties hereby confirm their agreement to make diligent and good faith attempts to cooperate with each other throughout the term of this Agreement, and to resolve all differences in a fair and equitable manner.

Section 3.4 – No Solicitation of Competitive Contractors by Customer

Customer hereby agrees not to solicit any contractors or agents to bid for or to provide the Services described in this Agreement during the term of this Agreement. However, notwithstanding the termination provisions detailed in Section 3.2 of this Agreement, the Customer shall be entitled to solicit for bids for the Services within the last 120 days of the term provided the Contractor is also entitled to bid for such Services at such time.

Section 3.5 – Transition of Contractors

Upon the termination of this Agreement, the parties agree to reasonably cooperate with each other as is necessary to effect an orderly transition of the business contemplated in this Agreement. In furtherance of this provision:

1. Contractor agrees to deliver to the Customer at or prior to the date of such termination the materials supplied to Contractor pursuant to Section 1.3 of this Agreement, and to provide Customer with all Requests received for which Services have not been performed as of the date of termination; and
2. Customer agrees not to solicit or offer employment to the employees or agents of Contractor for a period of 12 months following the termination of this agreement; and
3. The parties mutually agree to meet, prior to the proposed date of termination, to coordinate between them the transition of unperformed Requests and ongoing major projects for which Contractor has been providing Services. Contractor shall be entitled to, and Customer shall pay, continued Compensation, pursuant to this Agreement, for any Services performed after the termination, but at the request of Customer and in connection with the transition of the business contemplated to another contractor. In the event Customer does not request any additional Services in connection with such transition, the termination of this Agreement shall relieve Contractor from all obligations to provide Services. Termination of this Agreement shall not, however, relieve either party of any obligation to the other which arose prior to the date of such termination.

ARTICLE IV: Insurance

Section 4.1 – Contractor's Insurance

Contractor shall maintain throughout the term of this Agreement the following insurance coverage, and upon request shall provide to Customer certificates or policies evidencing the following coverage and the coverage required by the parish as indicated in Exhibit C, whichever is the greater limits:

1. Workers' compensation coverage in accordance with the laws of the State of Service
2. Commercial general liability insurance with the following minimum limits of liability:

- \$1,000,000 Each occurrence
 - \$2,000,000 General aggregate
 - \$2,000,000 Products aggregate
 - \$1,000,000 Personal & advertising injury
3. Contractual liability insurance with minimum limits of \$1,000,000.
 4. Comprehensive automobile liability insurance with the minimum limits of liability at \$1,000,000 Combined single limit.

All insurance policies shall be written by AA or higher rated companies, authorized to issue insurance in the State where work is performed, and shall name Customer as an additional insured party by endorsement to such policies. Each policy shall provide that it will not be canceled or amended except after ten (10) days advance written notice to Customer, mailed to the address indicated in this Agreement.

ARTICLE V: Indemnification and Liability

Section 5.1 – Indemnification by Contractor

Notwithstanding the provisions of Section 5.4 herein, the Contractor shall indemnify, defend and hold harmless the Customer and its officers, directors, affiliates, agents, and employees from and against all claims, actions, damages, losses, and expenses, including reasonable attorneys' fees and disbursements, arising out of or resulting from a breach of this Agreement or the performance of the Services performed under this Agreement, provided that such claim, action, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, or any subcontractor of the Contractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 5.2 -- Indemnification by Customer

Customer shall indemnify, defend and hold harmless Contractor and its officers, directors, affiliates, agents, and employees from and against any and all claims, actions, damages, losses, and expenses, including reasonable attorneys fees and disbursements, arising out of or resulting from a breach of this Agreement or from Customer furnishing incorrect records to Contractor for the purpose of locating Customers underground facilities, provided that such claim, action, damage, loss or expense is caused in whole or in part by any act or omission of the Customer, or any subcontractor of the Customer, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 5.3 – Third Party Claims

Promptly after the receipt by a party to this Agreement of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement (collectively, an "Action") which is subject to indemnification, such party (the "Indemnified Party") shall give reasonable written notice to the party from whom indemnification is claimed (the "Indemnifying Party"). The Indemnified Party's failure to so notify the Indemnifying Party of any such matter shall not release the Indemnifying Party, in whole or in part, from its obligations to indemnify under this Agreement, except to the extent the Indemnified Party's failure to so notify actually prejudices the Indemnifying Party's ability to defend against such Action. The Indemnified Party shall be entitled, at the sole expense and liability of the Indemnifying Party, to exercise full control of the defense, compromise

or settlement of any such Action unless the Indemnifying Party, within a reasonable time after the giving of such notice by the Indemnified Party, shall:

1. Admit in writing to the Indemnified Party, the Indemnifying Party's liability to the Indemnified Party for such Action under the terms of this Agreement;
2. Notify the Indemnified Party in writing of the Indemnifying Party's intention to assume the defense, and;
3. Retain legal counsel reasonably satisfactory to the Indemnified Party to conduct the defense of such Action.

The Indemnified Party and the Indemnifying Party shall cooperate with the party assuming the defense, compromise or settlement of any such Action in any manner that such party reasonably may request. If the Indemnifying Party so assumes the defense of any such Action, the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement, but the fees and expenses of such counsel shall be the expense of the Indemnified Party unless:

- a. The Indemnifying Party has agreed to pay such fees and expenses,
- b. Any relief other than the payment of money damages is sought against the Indemnified party or
- c. The Indemnified Party shall have been advised by its counsel that there may be one or more legal defenses available to it, which are different from or additional to those available to the Indemnifying Party, and in any such case the fees and expenses of such separate counsel shall be borne by the Indemnifying Party.

No Indemnified Party shall settle or compromise or consent to entry of any judgment with respect to any such Action for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party, unless the Indemnifying Party shall have failed, after reasonable notice, to undertake control of such Action in the manner provided above in this Section. No Indemnifying Party shall, without the written consent of the Indemnified Party, settle or compromise or consent to entry of any judgment with respect to any such Action in which any relief other than the payment of money damages is sought against any Indemnified Party unless such settlement, compromise or consent includes as an unconditional term thereof the giving by the claimant, petitioner or plaintiff, as applicable, to such Indemnified Party of a release from all liability with respect to such Action.

Section 5.4 – Shared Damage Risk

In the event of any damage to Customer's underground facility, which in the opinion of Customer may be related to the Services performed hereunder, Customer shall immediately (after making the site safe) but no later than 12 hours notify Contractor to investigate such damage, and Contractor shall submit a written investigation report to Customer within 10 business days. If Contractor is notified of a damage later than 12 hours, Contractor will still investigate but will not be held liable to Customer's underground facility. Should the investigation reveal that the damage resulted directly from an error or omission of Contractor, or because Contractor failed to properly mark the location of such facility within reasonable accuracy, Contractor shall reimburse Customer for repair and restoration costs of said facility not to exceed \$1,000.00 per incident. In any calendar year, Contractor's shared damage risk shall be limited to ten percent (10%) of the annual revenues generated under this contract. Contractor shall not be responsible for down time/delays due to any facility damages.

ARTICLE VI: Miscellaneous Provisions

Section 6.1 – Amendments

Any amendments, modifications and supplements to this Agreement must be in writing and signed by an authorized representative of both parties. The term "this Agreement" shall be deemed to include any future amendments, modifications and supplements. All such amendments, modifications and supplements shall not, unless specifically referred to, be construed to adversely affect vested rights or causes of action, which have accrued prior to the effective date of such amendment, modification or supplement.

Section 6.2 – Entire Agreement

This Agreement and any and all amendments, modifications or supplements hereto, shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall supersede any and all agreements, bids, or other understandings between the parties concerning such subject matter.

Section 6.3 – Severability

In the event that one or more clauses, covenants, or provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid and unenforceable, such finding shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain in full force and effect, in accordance with its terms, and such invalid or unenforceable provision shall be deemed limited or modified as necessary to make the same valid or enforceable so as to give effect to the intent of the parties as expressed herein to the maximum extent possible.

Section 6.4 – Waiver

The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereof. The waiver of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement. Any waiver of a provision of this Agreement or a breach hereof shall not be effective unless the waiver is in writing and is signed by an authorized representative of the waiving party, and the waiver shall be effective only for the specific purpose for which it was given.

Section 6.5 – Notices

All notices and other communications to be given in accordance with this Agreement shall be deemed to have been duly given.

1. On the day of delivery if personally delivered to the person being served or to an appropriate officer of any corporate party being served, or if sent by facsimile or e-mail with confirmation of receipt, or
2. On the day of signature or refusal of the receipt if mailed by United States certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

To Customer:

Lafourche Parish Government

Attn: Crystal D Chiasson, Parish Administrator
402 Green Street
Post Office Box 5548
Thibodaux, LA 70302
Phone: 985-446-8427
Fax: 985-446-8459

To Contractor:

Unibar Damage Prevention Group, LLC

Attn: Patrick J. Burk, Chief Operating Office
4325 Concourse Drive
Ann Arbor, MI 48108
Phone: 734.769.2600
Fax: 734.769.8772

Section 6.6 – Assignment

Neither this Agreement, nor the rights and obligations hereunder, may be assigned by the parties hereto without the prior written consent of the other party. Such assignment however shall not be unreasonably withheld by either party. In the event of a permitted assignment hereunder, the rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the party's successors and assigns.

Section 6.7 – Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

Section 6.8 – Governing Law

This Agreement shall be governed by, and construed in accordance with, the internal laws of each state, without regard to the conflict of laws principles thereof.

Section 6.9 – Additional Terms

The additional terms if any, included on Schedule 6.9 hereto, if any, are hereby incorporated into this Agreement and shall be deemed to be a part hereof.

Section 6.10 – Headings

The Article and Section headings used in this Agreement are inserted for convenience of reference only, and shall not be construed as confining or limiting in any way the scope or intent of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first written above.

For Contractor (Unibar DPG, LLC)

Lafourche Parish Government

By: Patrick J. Burk
Title: Executive VP/ Chief Operating Officer

By: Charlotte A. Randolph
Title: Parish President

Date: _____

Date: _____

Witness

Witness

ITEM 32

Contract No (XXX) - LPG - 100110v1

Exhibit A - Contract Service Territories

The following describes the geographic area / facilities to be covered by this agreement:

Customer's service territory

*All areas within boundaries of Lafourche Parish, Louisiana,
excluding the city limits of Thibodaux,
including the Town of Lockport and the Town of Golden Meadow.*

EXHIBIT – B Schedule of Pricing

The Contractor will be reimbursed for services as described below.

Per ticket, field visit, includes up to 500 feet of marking: \$16.00
(each incremental distance of 500 feet, will
constitute one additional billing unit)

Per ticket, office screen, no field visit required \$6.00

Call Out Response: \$25.00
(all ticket responses performed outside of normal
business hours, including weekends and holidays)

Per Regular Hour Rate: \$36.00 (minimum 1 hour)
(7:00am to 5:00pm; Mon-Fri.,
requires customer pre-approval*)

Per After Hour Rate: \$42.00 (minimum 1 hour)
(all other times, **requires customer pre-approval***)

Contractor's normal business hours are: Monday – Friday, 7:00am to 5:00pm, excluding national holidays.

* Per Hour Rates apply to special customer requests, generally for 'non-routine' locate responses not processed through (**Louisiana**) One Call or on-site standby service or for storm related services.

____ Initials
Unibar DPG, LLC

____ Initials
Lafourche Parish Government
Charlotte A. Randolph

ITEM 33

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION REQUESTING APPROVAL FOR THE LAFOURCHE PARISH GOVERNMENT TO ENTER INTO A CONTRACT WITH LOCA (LOUISIANA CLAIMS ADMINISTRATORS TO PROVIDE LOSS CONTROL SERVICES AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID CONTRACT AND ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, Louisiana Claims Administrators has submitted its' Loss Control Service Agreement beginning October 1, 2010 at a cost of \$9,775.00 for a twelve month period; and

WHEREAS, this contract will renew annually on October 1st until either party gives written notice of its intention not to renew 90 days before the expiration date of the current term; and

WHEREAS, this resolution was sponsored for Administration by Mr. Phillip Gouaux, Councilman, District 7; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves a contract with LoCA to provide Loss Control Services and authorize the Parish President to sign, execute and administer said contract and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on September 28, 2010, and hereby approves a contract with LoCA to provide Loss Control Services and authorizes the Parish President to sign, execute and administer said contract and any and all relevant documents.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to; LoCA, 16260 Airline Hwy Bldg B Suite E, Prairieville, LA. 70769; Lafourche Parish Government Department of Risk Management, Department of Finance, and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

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And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 33

LoCA Loss Control Service Agreement Lafourche Parish Government

This agreement is made and entered into by and between LoCA and Lafourche Parish Government.

Whereas, LoCA operates a business that provides loss control services and Lafourche Parish Government desires to employ LoCA to perform specific services for Lafourche Parish Government.

A. Now therefore, LoCA and Lafourche Parish Government agrees as follows:

1. This agreement covers loss control service for Lafourche Parish Government only.
2. This agreement shall continue in effect for 12 months commencing on the 1st day of October, 2010. This agreement shall be renewable at the end of the current term and each 12 month term following the current term for a successive 12 month term unless either party gives written notice of its intention not to renew 90 days before expiration of the current term.
3. As total compensation for services rendered, except as otherwise provided for in this agreement, Lafourche Parish Government will pay LoCA a service fee for loss control services of \$9,775.00 per annum shall be payable on October 1.
4. Third party costs required to complete certification courses or training classes will be charged back to Lafourche Parish Government.
5. This agreement can be terminated by either LoCA or Lafourche Parish Government with or without cause and for any reason whatsoever by 90 days written prior notice, but with no expense or reduction in services fees incurred by LoCA with respect to these services.
6. Loss control services performed under the terms of this agreement are based upon conditions and practices observed and information supplied to LoCA by personnel of Lafourche Parish Government does not guarantee exemption from citation by any legally constituted authority of any state or federal occupational safety and health standard nor does LoCA guarantee that services performed and recommendations made will result in client incurring fewer or no losses. Recommendations made by LoCA are advisory and designed to assist LoCA client in the establishment and maintenance of Lafourche Parish Government's own loss prevention activities. LoCA assumes no responsibility for the control of these activities nor to the correction of the conditions pointed out over the term of this agreement, as previously set forth in this paragraph.

B. LoCA agrees:

1. To provide heavy equipment certification training for Lafourche Parish Government key employees. These training courses are intended to certify key employees so that they can provide training to the employees in their department.
2. To develop and present a boating safety class with hands on training.
3. To provide Supervisory safety training
4. To provide OSHA Construction training.
5. To provide CPR/AED/ First Aid training
6. To review Lafourche Parish Government's loss control program annually
7. To provide Lafourche Parish Government with Loss Control Consulting.
8. To interview Lafourche Parish Government's management personnel
9. To review Lafourche Parish Government's personnel management practices
10. To analyze Lafourche Parish Government's loss history annually
11. To review Lafourche Parish Government's current loss control practices
12. To review Lafourche Parish Government's safety training

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13. To physically inspect specific locations requested of Lafourche Parish Government to evaluate the scope of operations and compliance with present loss control policies
14. To review written personnel screening and hiring procedures and make any necessary recommendations on an as needed basis
15. To perform safety inspections at Lafourche Parish Government locations on an as needed basis.
16. To maintain E & O Liability, Fidelity Bond, General Liability, Automobile Liability and Worker's Compensation insurance coverage, and will provide copies of insurance certificates upon request, and will obtain and maintain the insurance coverage required by Lafourche Parish Government as listed in Exhibit A which is attached hereto and made a part hereof.
17. To defend, indemnify and hold client harmless from and against all claims, actions, and causes of action, liability or loss which results from the negligence, willful acts, errors or omissions of LoCA in the performance or breach of duties outlined in this Loss Control Service Agreement.

C. Lafourche Parish Government Agrees:

1. To pay LoCA the service fee as prescribed in this agreement within 15 days.
2. To defend, indemnify and hold LoCA harmless from and against all claims, actions, and causes of action, liability or loss which results from the negligence, willful acts, errors or omissions of client in the performance or breach of duties outlined in this Loss Control Service Agreement.

LoCA is retained by Lafourche Parish Government only for the purposes and to the extent set forth in this agreement, and its relationship to LoCA shall be that of an independent contractor.

Accepted and agreed to this ____ day of _____, 2010.

LoCA

Lafourche Parish Government

Signature

Signature

print name

print name

Loss Control Service Agreement

Current/ LoCA /Lafourche Parish

ITEM 34

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

RESOLUTION NO. _____

RESOLUTION REQUESTING APPROVAL FOR THE LAFOURCHE PARISH GOVERNMENT TO ENTER INTO A CONTRACT WITH ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. TO RENEW THE ANNUAL EXCESS WORKERS' COMPENSATION AND THE MARITIME EMPLOYERS LIABILITY POLICIES AND AUTHORIZE THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID CONTRACT AND ALL RELEVANT DOCUMENTS.

WHEREAS, Lafourche Parish Government has requested Arthur J. Gallagher Risk Management Services, Inc. to present proposals for Excess Workers' Compensation and the Maritime Employers Liability policies (see attachment); and

WHEREAS, the Administration recommends the following coverage:

Coverage	2009-2010 Actual	2010-2011 Quotes
Excess Worker's Compensation	\$ 55,422	\$ 47,882
Maritime Employers Liability	\$ 11,500	\$ 11,500
Totals	\$ 66,922	\$ 59,382

WHEREAS, this resolution was sponsored for the Administration by Mr. Joseph Fertitta, Councilman, District 4; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approve for the Lafourche Parish Government to enter into a contract with Arthur J. Gallagher, Inc. for the annual Excess Workers' Compensation and the Maritime Employers Liability policies totaling \$59,382.00 and authorize the Parish President to sign, execute and administer said contract and any and all relevant documents.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on September 28, 2010, and does hereby approve for the Lafourche Parish Government to enter into a contract with Arthur J. Gallagher, Inc. for the annual Excess Workers' Compensation and the Maritime Employers Liability policies totaling \$59,382.00 and authorizing the Parish President to sign, execute and administer said contract and any and all relevant documents.

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BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Arthur J. Gallagher, Inc., P. O. Box 100, Plattenville, LA 70393, Lafourche Parish Government Finance Department, Risk Management Office and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 34

RENEWAL BUSINESS PREMIUM COMPARISON SUMMARY

Named Insured: Lafourche Parish Government

Policy Term: 10/01/2010 to 10/01/2011

DESCRIPTION OF COVERAGE	2009-2010 EXPIRING PREMIUM	2010-2011 RENEWAL PREMIUM
Excess Workers Compensation Option #1 - Midwest Employers Casualty Co. \$300,000 Standard SIR/\$300,000 USL&H SIR	\$ 55,422.00	\$ 56,735.00 OR
Excess Workers Compensation Option #2 - Midwest Employers Casualty Co. \$350,000 Standard SIR/\$350,000 USL&H SIR		\$ 51,796.00 OR
Excess Workers Compensation Option #3 - Midwest Employers Casualty Co. \$400,000 Standard SIR/\$400,000 USL&H SIR		\$ 47,882.00 OR
Excess Workers Compensation Option #4 - Safety National Casualty Corp. \$350,000 Standard SIR/\$400,000 USL&H SIR		\$ 60,762.00
Maritime Employers Liability	\$ 11,500.00	\$ 11,500.00
Total Estimated Premium Option #1 w/MEL	\$ 66,922.00	\$ 68,235.00 OR
Total Estimated Premium Option #2 w/MEL		\$ 63,296.00 OR
Total Estimated Premium Option #3 w/MEL		\$ 59,382.00 OR
Total Estimated Premium Option #4 w/MEL		\$ 72,262.00

ITEM 35

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAFOURCHE PARISH GOVERNMENT, THE LAFOURCHE PARISH SHERIFF, THE LAFOURCHE PARISH CLERK OF COURT, AND THE 17TH JUDICIAL DISTRICT COURT FOR SECURITY AT THE COURTHOUSE AND COURTHOUSE ANNEX IN THIBODAUX, LOUISIANA; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER SAID AGREEMENT AND ANY RELATED DOCUMENTS AND AMENDMENTS.

WHEREAS, the 17th Judicial District Court in Thibodaux, Louisiana requires security at the 17th Judicial District Courthouse, the chambers of the Judges, and the offices of the Clerk of Court; and

WHEREAS, For the contract period of January 1, 2011 through December 31, 2011, the LPG and the Court shall each pay to the Sheriff the sum of \$32,650, and the Clerk shall pay to the Sheriff the sum of \$6,500, payable on February 1, 2011, to defray the cost of operation of the security program. Any delay or diminution in the above-mentioned payments may result in immediate scaled-back security operations or, at the sole discretion of the Sheriff, an ending of the security program after fifteen (15) days notice to all parties; and

WHEREAS, the Lafourche Parish Government shall promptly perform such maintenance and repair of the Courthouse and Courthouse Annex as is necessary to insure the integrity of the buildings as it pertains to security purposes; and

WHEREAS, this resolution was sponsored for Administration by Mr. Jerry Jones, Councilman, District 1; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council authorize the Parish President to sign said Intergovernmental Agreement and execute and administer any and all relevant documents and amendments.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on September 28, 2010, and does hereby approve an intergovernmental agreement between Lafourche Parish Government, the Lafourche Parish Sheriff, the Lafourche Parish Clerk of Courts and the 17th Judicial District Court for security at the Courthouse and Courthouse Annex in Thibodaux and authorizing the Parish President to sign, execute, and administer any and all relevant documents and amendments.

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BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to the 17th Judicial District Court; the Lafourche Parish Clerk of Court; the Lafourche Parish Sheriff's Office, Lafourche Parish Government Department of Public Works; Department of Finance; Human Resources Department; and the Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 35

INTERGOVERNMENTAL AGREEMENT FOR COURTHOUSE SECURITY

STATE OF LOUISIANA
PARISH OF LAFOURCHE

This Agreement is made by and between:

The **Lafourche Parish Government**, (the LPG) the governing authority of the Parish of Lafourche, represented in this agreement by the Parish President, Charlotte Randolph,

Craig Webre (the Sheriff), duly elected Sheriff of the Parish of Lafourche,

Vernon H. Rodrigue, (the Clerk), duly elected Clerk of Court for the Parish of Lafourche, and

The **17th Judicial District Court**, (the Court) in and for the Parish of Lafourche, represented in this agreement by John E. LeBlanc, Chief Judge of the Court,

1. PURPOSE

The purpose of this Agreement is to provide for and maintain security in the Courthouse and Courthouse Annex in Thibodaux, Louisiana, where the courtrooms of the 17th Judicial District Court, the chambers of the Judges, and the offices of the Clerk of Court are located.

2. TERM

The term of this agreement shall commence January 1, 2011 and end on December 31, 2011.

3. GENERAL CONDITIONS

All parties agree to adhere to and comply with the following general conditions and requirements:

- a. Security will be provided in the Courthouse continuously between the hours of 8:30

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a.m. and 4:30 p.m. and in the Courthouse Annex between the hours of 7:30 a.m. and 4:30 p.m. each day that the Court is open. The secure point-of-entry in the Courthouse shall commence operation at 8:15 a.m. when a division of court in that building has summoned a jury venire for a civil or criminal case. The operation of the secure point-of-entry in the Courthouse Annex between 7:30 a.m. and 8:30 a.m. is restricted to admitting visitors to offices of the Clerk of Court on the first floor only. In the event that one or more divisions of court remains in session later than 4:30 p.m., at the request of the presiding judge of any division of court still in session, the secure point of entry in the building(s) shall remain manned and in operation until court is adjourned or until released by the presiding judge.

b. The Security Order rendered by the Court on April 25, 2002 shall remain in full force and effect during the term of this agreement or until amended by the Court, including (but not limited to) the single point of entry concept and the restriction on the introduction of firearms into the buildings. A copy of the Order is attached and is part of this agreement.

c. All readily-identifiable elected public officials may enter the buildings without being subject to search or scan, and the employees and staff of the LPG, the Court, the District Attorney, the Clerk of Court, the Assessor, the Registrar of Voters, and the Indigent Defender's Office may enter the buildings without search or scan provided he or she displays proper picture identification at the secure point-of-entry. Members of the Lafourche Parish Bar Association who display proper picture identification may enter the buildings without search or scan. Lafourche Parish Sheriff's Office deputies and members of other recognized law enforcement agencies, in uniform, may enter the buildings without search or scan. Employees of the Sheriff, in uniform or displaying proper picture identification, may enter the buildings without search or

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scan.

d. All parties to this Agreement recognize the need for building security and pledge to cooperate with each other and to conduct the operations of their offices in a manner that promotes security and safety for all staff and employees and for visitors to the Courthouse and Courthouse Annex.

4. OBLIGATIONS

a. For the contract period of January 1, 2011 through December 31, 2011, the LPG and the Court shall each pay to the Sheriff the sum of \$32,650, and the Clerk shall pay to the Sheriff the sum of \$6,500, payable on February 1, 2011, to defray the cost of operation of the security program. Any delay or diminution in the above-mentioned payments may result in immediate scaled-back security operations or, at the sole discretion of the Sheriff, an ending of the security program after fifteen (15) days notice to all parties.

b. The LPG, the Court and the Clerk shall continue to provide to the Sheriff a current list of employees and staff who have proper picture identification, and the list shall identify each employee or staff member by name, gender, race, and date of birth. The LPG, Court and Clerk shall secure and provide to the Sheriff the picture identification of any staff member or employee who separates from service and shall promptly notify the Sheriff of the name and address of any separated employee who refuses to surrender his or her identification. All parties shall promptly arrange with the Sheriff to provide proper picture identification for the new employee or staff.

c. The LPG shall promptly perform such maintenance and repair of the Courthouse and Courthouse Annex as is necessary to insure the integrity of the buildings for security purposes. The LPG shall consider installing or constructing improvements or additions to the buildings and

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grounds as may be recommended by the Sheriff for enhancement and improvement of the security program.

d. The Court shall maintain ownership of the scanners and metal detectors located at the secure points-of-entry, and the Court shall maintain these items in good working order during this agreement at the Court's expense.

e. The Sheriff shall staff, conduct, enforce and operate the security program in the Courthouse and Courthouse Annex. The Sheriff shall provide at least one P.O.S.T. certified, uniformed and armed deputy at the secure point-of-entry in each building each day Court is open and the deputy shall remain at his/her post during regular hours and while Court is in session. Each day that Court is open, the Sheriff shall provide one additional P.O.S.T. certified, uniformed and armed deputy between the hours of 8:00 a.m. and 12:00 (noon), which deputy shall be assigned by the Sheriff to the secure point-of-entry in either building depending on the Court's schedule. No deputy or officer shall be allowed to report for security duty without prior training to become familiar with the operation of the scanner and metal detectors, including hand-held wands, in use at the secure points-of-entry.

5. Special Conditions

a. The Sheriff shall be solely responsible for the security education and training of all officers under his command that are assigned to security duty in the buildings.

b. The Sheriff shall have sole authority to write and implement policy and procedure for the operation of the security program.

c. The Sheriff shall have sole authority to make and issue picture identification cards to staff and employees of the parties to this agreement and other agencies who are permitted to enter the buildings without scan or search with picture identification. Each party to this Agreement

Deleted: ¶

¶

Section Break (Continuous)

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shall be responsible for the collection of identification cards of former-employees; the Sheriff shall destroy the identification cards of former-employees of all parties hereto.

d. Upon the request of any party, in writing and addressed to all other parties, all parties shall participate in a meeting, personally (or through designated representatives with full authority to act), to consider changes and amendments to any part of this Agreement.

THUS DONE AND SIGNED in Thibodaux, Louisiana, on this _____ day of _____, 2010.

WITNESSES:

Lafourche Parish LPG

By: _____
Charlotte Randolph
Parish President

Craig Webre
Sheriff of Lafourche Parish

WITNESSES:

Vernon H. Rodrigue
Clerk of Court

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17th Judicial District Court

By: _____
John E. Leblanc
Chief Judge