

Tangipahoa Parish Council
Tangipahoa Parish Gordon A Burgess Governmental Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
May 08, 2023

PUBLIC NOTICE Is Hereby Given That The Tangipahoa Parish Council Will Meet In Regular Session on Monday, May 8, 2023 Immediately Following the Public Hearing at 5:30 PM at the Tangipahoa Parish Gordon A Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211 on the following:

PUBLIC HEARING

T.P. Ordinance No. 23-26 - An Ordinance to declare surplus a 2017 Dodge 2500 Crew Cab (Asset #24155) and authorize the donation of said surplus asset to the Town of Roseland on behalf of the Roseland Fire Department

CALL TO ORDER

CELL PHONES - *Please Mute or Turn Off*

INVOCATION

PLEDGE OF ALLEGIANCE *(All Veterans and active military, please render the proper salute)*

ROLL CALL

ADOPTION OF MINUTES for the regular meeting dated April 24, 2023

PUBLIC INPUT - *Anyone Wishing to Address Agenda Items Which Were Not on Public Hearing*

PARISH PRESIDENT'S REPORT

1. RECOGNITION of KEYS Alliance Graduating Seniors
2. APPROVAL OF BIDS for a 2023 Ford F T-350 Transit Van or comparable for the Urban Transit Program

REGULAR BUSINESS

ADOPTION OF ORDINANCES

3. ADOPTION of T.P. Ordinance No. 23-26 - An Ordinance to declare surplus a 2017 Dodge 2500 Crew Cab (Asset #24155) and authorize the donation of said surplus asset to the Town of Roseland on behalf of the Roseland Fire Department

INTRODUCTION OF ORDINANCES

Public Hearing for Introduced Ordinances: May 22, 2023 @ 5:30pm

4. INTRODUCTION of T.P. Ordinance No. 23-27 - An Ordinance to adopt the Millage Rates for the tax year of 2023
5. INTRODUCTION of T.P. Ordinance No. 23-28 - An Ordinance to authorize the Parish President on behalf of the Tangipahoa Parish Council-President Government to execute the renewal contract beginning January 1, 2024 with Acadian Ambulance, Inc.
6. INTRODUCTION of T.P. Ordinance No. 23-29 - An Ordinance to authorize the Parish President on behalf of the Tangipahoa Parish Council-President Government to execute the renewal contract with Channel 17, Inc
7. INTRODUCTION of T.P. Ordinance No. 23-30 - An Ordinance amending and enacting Chapter 36-Planning and Development, Article V-Standards for Development of Property, Sec 36-115-Special Use Residential Commercial Developments, (B)-Manufactured and Mobile Home Park Requirements - Maximum Units
8. INTRODUCTION of T.P. Ordinance No. 23-31 - An Ordinance authorizing the Parish President to execute any and all documents in regard to the purchase of land together with improvements situated in Sections 3 and 10, Township 5 South, Range 7 East, Municipal No. 129 Calhoun Street, Independence, LA - District 4
9. INTRODUCTION of T.P. Ordinance No. 23-32 - An Ordinance to grant a variance to Section 36-91-Major Subdivision Standards, (D), (3)-Lot Sizes and Dimensions for Cornerstone Subdivision Phases 3 & 4, in District 8
10. INTRODUCTION of T.P. Ordinance No. 23-33 - An Ordinance to grant a variance to Section 36-112-Special Classification Property Development Standards, (A)-Mobile/Manufactured Homes Placement Standards for Placement on a Single Lot for Channing Garrett, Assessment #1878107 in District 7

ADOPTION OF RESOLUTIONS

11. ADOPTION of T.P. Resolution No. R23-15 - A Resolution ordering and calling a special election to be held in the Parish of Tangipahoa, State of Louisiana (the "Parish") on Saturday, October 14, 2023, for the purpose of authorizing the renewal of the levy and collection of a 2.81 mills ad valorem tax on all property subject to taxation within the boundaries of the Parish for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of the maintenance and support of the **Tangipahoa Parish Library** and its branches; and further making application to the State Bond Commission for consent and authorization to hold the aforesaid election; and further providing for other matters in connection therewith.
12. ADOPTION of T.P. Resolution No. R23-16 - A Resolution ordering and calling a special election to be held in **Road Lighting District No. 1** of the Parish of Tangipahoa, Louisiana (the "District") on Saturday, October 14, 2023, for the purpose of authorizing the renewal of the levy and collection of a two (2) mill ad valorem tax on all property subject to taxation within the boundaries of the District, for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of providing and maintaining electric lights on the streets, roads, highways and public places in the District; and further making application to the State Bond Commission for consent and authorization to hold the aforesaid election; and further providing for other matters in connection therewith.
13. ADOPTION of T.P. Resolution No. R23-17 - A Resolution granting approval to **Ponchatoula Area Recreation District No. 1** of the Parish of Tangipahoa, State of Louisiana (the "District"), to call and hold an election on Saturday, October 14, 2023, to authorize the renewal of the levy and collection of a ten (10) mill ad valorem tax for a period of ten (10) years, beginning with the year 2026 and ending with the year 2035, for the purpose of acquiring, constructing, improving, maintaining and/or operating recreational facilities and activities in and for the District; and further providing for other matters in connection therewith.

BOARD APPOINTMENTS

14. KEEP TANGIPAHOA BEAUTIFUL - Re-appoint, Leisa Deblieux, 2nd term, expiring May 2025 (District 8) and New Appointments Jeanette Patanella (District 4) and Linda Wicker (District 3), 1st term, expiring May 2025

BEER, WINE, AND LIQUOR PERMITS

15. Hammond Food Mart Enterprises, Inc
43195 S. Range Road
Hammond, LA 70403
District 8
Class B Beer (Package Only) / Class A/B Liquor

LEGAL MATTERS

COUNCILMEN'S PRIVILEGES

ADJOURN

Jill DeSouge
Clerk of Council

Daily Star
Please Publish May 4, 2023

Published on Tangipahoa Parish Government website at www.tangipahoa.org and posted @ T.P. Gordon A. Burgess Governmental Building May 4, 2023

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Jill DeSouge at [985-748-2290](tel:985-748-2290) describing the Assistance that is necessary.

**SEALED BID FOR NEW 2022/2023 FORD (OR EQUIVALENT) T-350 PASSENGER
VAN FOR TANGIPAOA PARISH PUBLIC TRANSIT PROGRAM
APRIL 26, 2023**

NAME OF BIDDER	BASE BID	MAKE/MODEL	
SOUTHERN EMERGENCY & RESCUE CEHICLE SALES	88,159.00	2023 FORD 350XL	
TRANSPORTATION SOUTH	81,280.00	2023 FORD T-350	
CREATIVE BUS SALES, INC	117,869.00	2023 FORD F350	

T.P. Ordinance No. 23-26

AN ORDINANCE TO DECLARE SURPLUS A 2017 DODGE 2500 CREW CAB (ASSET #24155) AND AUTHORIZE THE DONATION OF SAID SURPLUSSED ASSET TO THE TOWN OF ROSELAND ON BEHALF OF THE ROSELAND FIRE DEPARTMENT

WHEREAS, the Tangipahoa Parish Council-President Government has an asset that is no longer needed for public purposes by the Tangipahoa Parish Council-President Government; and

WHEREAS, the Town of Roseland has requested assistance with the donation of a truck for the Roseland Fire Department;

THEREFORE, BE IT ORDAINED, by the Tangipahoa Parish Council-President Government that the following asset be donated to the Town of Roseland and that the Tangipahoa Parish President be authorized to sign all documents required in the donation.

- 1) Asset #24155 2017 Dodge 2500 Crew Cab VIN# 3C6TR4HT2HG647328

BE IT FURTHER ORDAINED that this ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council shall take effect immediately upon the signature of the Tangipahoa Parish President.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 8th day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: April 24, 2023

PUBLISHED: May 4, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 8, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

TOWN OF ROSELAND

Andrew Henderson
Chief of Police

Wanda McCoy
Mayor

Clay Widas
Fire Chief



March 21, 2023

Mr. Robby Miller
Tangipahoa Parish Council
P.O. Box 215
Amite, Louisiana 70422

RE: Truck being donated to Roseland Volunteer Fire Department

Dear Mr. Miller,

The Roseland Volunteer Fire Department is requesting your assistance with the donation of a $\frac{3}{4}$ ton pickup truck. Your assistance with this matter would be greatly appreciated. I would like to thank you in advance for your assistance concerning this matter. If you have any questions and if there is anything we can assist you with in the future, feel free to contact Roseland City Hall at (985)748-9063.

Sincerely,

Mayor Wanda McCoy

Asset # 24155
2017 Dodge 2500
Crew Cab
3C6TR4HT2HG647328
White
Do you need mileage?

The Town of Roseland is an equal opportunity employer.

Post Office Box 302 • Roseland, Louisiana 70456 • Office Phone: 985-748-9063

T. P. ORDINANCE NO. 23-27

AN ORDINANCE TO ADOPT THE MILLAGE RATES FOR THE TAX YEAR OF 2023

BE IT ORDAINED by the Tangipahoa Parish Council, the governing authority of Tangipahoa Parish, State of Louisiana, in regular session convened and conducted in accordance with the open meetings law, a quorum being present, that the following millage(s) are hereby levied on all taxable property shown on the official assessment roll for the year 2023, and, when collected the revenues from said taxes shall be used only for the specific purposes for which said taxes have been levied; said millage rates are as follows:

	2023
	<u>Millage</u>
Town of Kentwood	1.52
Town of Amite City	1.52
Town of Independence.....	1.52
Town of Ponchatoula	1.52
City of Hammond	1.52
General Parish-Wide Alimony Tax	3.05
(Excepting above Inc. Towns/Cities)	
Library Maintenance Tax #1.....	3.00
Library Maintenance Tax #2.....	2.81
Health Unit Maintenance Tax.....	4.00
Garbage District No. 1 Maintenance	10.00
Road Lighting District No. 1	2.00
Road Lighting District No. 2	6.00
Road Lighting District No. 4	5.00
Road Lighting District No. 5	6.50
Road Lighting District No. 6	6.50
Road Lighting District No. 7	5.00
T.P. Fire District No. 2.....	10.00
T.P. Fire District No. 2.....	10.00

Sinking Funds:

Road District No. 101 (Kentwood).....	2.00
Road District No. 101 Sub 1 (Kentwood).....	2.00

BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Tangipahoa, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2023, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon passage by the Tangipahoa Parish Council and signature of the Parish President.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council and after a public hearing, was submitted to an official vote of said Council.

On a motion by __ and seconded by __, the foregoing ordinance was hereby declared adopted this day 22nd of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller

_____ Date

VETOED BY PRESIDENT: _____

Robby Miller

_____ Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

T.P. Ordinance No. 23-28

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT ON BEHALF OF THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT TO EXECUTE THE RENEWAL CONTRACT BEGINNING JANUARY 1, 2024 WITH ACADIAN AMBULANCE, INC

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana that the Tangipahoa Parish President is hereby authorized on behalf of the Tangipahoa Parish Council-President Government to execute attached Renewal Contract beginning January 1, 2024 and remain in full force and effective for a period of four (4) years with Acadian Ambulance, Inc.

BE IT FURTHER ORDAINED that this ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council shall take effect immediately upon the signature of the Tangipahoa Parish President.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

**CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES
FOR THE
PARISH of TANGIPAHOA
and INCLUDING
ANY MUNICIPALITY CHOOSING TO PARTICIPATE
VIA INTERGOVERNMENTAL AGREEMENT**

I. RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC ("Provider" or "Acadian"), and the PARISH OF TANGIPAHOA (Parish), on its behalf and on behalf of any municipality that wishes to participate through an intergovernmental agreement (collectively, the "Service Areas") herein duly represented by its duly authorized Parish President, on this ____ day of _____, 2023, for the exclusive provision of emergency and non-emergency ambulance service.

II. DEFINITIONS

- a. Ambulance:
"Ambulance" means any authorized emergency vehicle, equipped with warning devices, designed and operated as a part of a regular course of conduct or business to transport a sick or injured individual or which is advertised or otherwise held out to the public as such. "Ambulance" shall not mean a hearse or other funeral home vehicle utilized for the transportation of the dead. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit.
- b. Sprint Unit:
"Sprint Unit" means any emergency vehicle with fully visual and audible warning signals operated by a certified ambulance service, the primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or support, or command, control, and communications, but which is not an ambulance designed or intended for the transport of a patient regardless of its designation.
- c. Person:
"Person" includes any person, firm, partnership, association, company or organization of any kind.
- d. Owner-Operator
"Owner" or "Operator" means any person who owns, controls, or operates an ambulance for purposes of providing both emergency and non-emergency medical care and transportation.
- e. Driver
"Driver" means any person who physically drives an ambulance.
- f. Certified Emergency Medical Technician-Basic:

"Certified Emergency Medical Technician-Basic" means an individual who has successfully completed an emergency medical technician- basic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau."

- g. Certified Advanced Emergency Medical Technician
"Certified Advanced Emergency Medical Technician" means any individual who has successfully completed an advanced emergency medical technician training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- h. Certified Emergency Medical Technician-Paramedic:
"Certified Emergency Medical Technician-Paramedic" means any individual who has successfully completed an emergency medical technician- paramedic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- i. Certified Emergency Medical Responder:
"Certified Emergency Medical Responder" means any individual who have completed a state approved course and received a certification of same.
- j. Caregiver
"Caregiver" shall mean, individually and collectively, an Emergency Medical Technician-Basic, Emergency Medical Technician-Intermediate, or Emergency Medical Technician-Paramedic.
- k. Advanced Life Support (ALS) Ambulance:
"Advanced Life Support Ambulance" means any publicly or privately owned vehicle equipped or used for transporting the wounded, injured, sick or dead by stretcher including emergency vehicles used for that purpose, but not including funeral coaches used exclusively as such. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit. The vehicle must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Bureau of Emergency Medical Services protocols.
- l. Basic Life Support (BLS) Ambulance:
"Basic Life Support Ambulance" means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. BLS units provide basic lifesaving and life sustaining interventions while transporting a patient to a hospital or other medical facilities including the transportation of patients that are unable to travel safely by other modes of transportation due to underlying conditions. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basic.
- m. Emergency Patient:
"Emergency Patient" shall mean an individual who is ill, injured, or otherwise incapacitated and is at risk of needing medical care during transportation by stretcher to or from a health care facility.

- n. Non-Emergency:
"Non Emergency" means all medical care and transportation that is not emergency in nature as defined above.
- o. Urban Zone:
"Urban Zone" shall mean the (5) mile radius from Duncan Avenue and Oak Street in Amite and I12 and SW Railroad in Hammond (combined result of both).
- p. Rural Zone:
"Rural Zone" shall mean any area subject to this contract that lies outside of the Urban Zone.
- q. Service Area
"Service Area" shall mean Tangipahoa Parish.
- r. Catastrophic Event:
"Catastrophic Event" means any sudden, extensive, or notable event or happening, misfortune or multiple or mass casualty incident resulting in: 1) 5 or more patients at any given location; or 2) 911 system overload due to unexpected or excessive emergency calls within any given time.
- s. Mutual Aid Jurisdiction:
"Mutual Aid Jurisdiction" means any service area in which Acadian is a provider or any jurisdiction in which Acadian has agreed through EMAC or contract to provide such mutual aid assistance during a declared disaster.
- t. "Bureau":
"Bureau" means the Louisiana Department of Health / Bureau of Emergency Medical Services

III. TERM

The term of this Agreement shall begin on January 1, 2024 and remain in full force and effect for a period of four (4) years ("original term"). Upon expiration of the original term, this agreement shall be renewable for two (2) additional four (4) year terms provided that the Quality Assurance Panel finds that the Provider has met the requirements of the Tangipahoa Parish Council. Such renewal shall be subject to acceptance by Acadian before becoming effective and binding upon the parties.

IV. OBLIGATIONS OF PROVIDER

- a. **Ground Ambulance Service**
Provider shall provide exclusive emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this agreement for all emergency and non-emergency transports which originate within the geographical boundaries of the Service Area.
- b. **Rotor Wing**
In addition to ground ambulances, Acadian is to be the exclusive primary provider of rotor wing air ambulance transports which originate within the geographic boundaries of the Service Area dispatched through the 911 system or by any employee or

volunteer first responder of the Parish or any of the Service Areas, and including any person working for or in a facility receiving local funding to subsidize such facility's operations and /or revenue, and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support then Acadian shall call for a back up provider.

Residents of the Service Areas shall have access to (assuming the appropriate need and subject to availability) Provider's Medical fixed wing air ambulance aircraft.

Provider agrees that for the duration of this Agreement it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within 50 miles of the Parish line and available 24 hours per day. Provider further agrees that is shall be obligated to maintain a backup Advanced Life Support helicopter on a full-time 24 hour basis within 90 air miles of the Tangipahoa Parish line. The helicopters shall be staffed at all times by a FAA licensed pilot and Nationally Registered Paramedic and /or Registered Nurse.

c. Insurance Required

Prior to commencing operations under this Agreement, Provider shall file with the Parish Council policies of general liability insurance, automobile liability insurance, workers compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana which shall contain the following conditions and stipulations.

- 1, The term of such insurance policies shall be for a period of not less than one(1) year. Proof of insurance must be provided on a yearly basis.
2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting from), FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each person, FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each accident and FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for property damage sustained in any accident, with the Service Area listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder.
3. The medical malpractice insurance policy (ies) shall provide limits of liability of each accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this ordinance.
4. The worker's compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount of any one claim in the amount of ONE MILLION and No/100 (\$1,000,000.00) DOLLARS. In the event that Provider is self insured, it shall provide evidence of self insurance along with proof of adequate excess insurance.

5. Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability to the extent arising from their operations within the geographical boundaries of the Service Area.

c. Inspections of Ambulances

Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspections stickers by the Louisiana Department of Motor Vehicles and each ambulance shall be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA. R.S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.

d. Emergency Medical Technicians

1. All ambulance transports originating in or from the geographical boundaries of the Service Area shall be provided with a unit qualified at an appropriate level of service for the request and whose crew shall be in compliance with State and Federal requirements.
2. No person shall provide services in any capacity on an emergency or non emergency response vehicle unless he is in compliance with State and Federal requirements. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.
3. Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meets the following qualifications:
 - a. The caregiver is a person of at least eighteen (18) years of age.
 - b. The caregiver is at minimum an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231 et seq.
 - c. All employees of Provider who shall operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:
 1. The driver is a person of at least eighteen (18) years of age; and
 2. The driver is in compliance with State and Federal requirements.

e. Standards for Ambulance Equipment

1. Provider warrants that each ambulance shall carry at all times when the ambulance is in use the minimum essential equipment as specified in Definitions Paragraph J) Advanced Life Support Ambulance or (k) Basic Life Support Ambulance.

f. Ambulance Performance Standards

1. Provider warrants that is shall not unreasonably refuse to respond to a request for emergency service within the geographic boundaries of the Service Area.
2. Provider warrants that it shall not refuse to respond to a request for emergency service on the grounds of the patient's inability to pay for such services.
3. Provider warrants that is shall conform to all nationally accepted protocols with respect to ground ambulance response times within the two above defined zones.

g. Review of Rates and Financial Information

1. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall also be allowed to increase charges for ancillaries at the then current market rate. Upon request, Provider shall submit a schedule of updated rates to the Parish for review. To the extent the Parish, upon review, believes the rates are inconsistent with the authority of Provider contained herein the Parish shall have 15 days to object and provide the reason for it objection. If written objection is not presented within 15 days along with evidence that the Provider has exceeded its authority contained herein, the rates will be deemed set and approved and become effective on the 16th day. During each year of this Agreement, Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates for that year, except as allowed for herein or as approved by the Parish. A statement of said fees for the initial year of this Agreement is attached hereto. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. In addition to the foregoing, Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added without the need for approval by the Parish. Additionally, Provider shall be allowed to institute a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The Parish Council acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure.
2. Upon request, Provider shall permit the Parish or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable notice and which shall only be revealed and discussed in executive or confidential session. In addition, the Parish and its members agree to execute any documents and abide by any

federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.

3. Upon request, Provider shall present to the Parish, in executive or confidential session, an annual audit of owner/operator's financial statements and activities. A copy of every such annual audit shall be provided to the Parish. Provider shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by Provider, be reviewed and discussed in Executive or Confidential Session of the Parish and that such materials not be disclosed or distributed outside of same. The parties agree that the Tangipahoa Parish Council has the right to demand an independent audit of the response time of Provider's performance under this Agreement. Such audit shall be performed at a mutually agreeable time by both parties but not later than thirty (30) days after receipt by the Council of Response Time information for a particular period and shall be for the account of the Tangipahoa Parish Council except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the council by Provider, then, in such instance, Provider shall bear all costs associated with the independent audit which produced such differing results.

h. Response Reliability Standards: Zones coverage

Provider acknowledges that a quarterly goal of the average response time shall be as follows:

Urban Zone – 10 minutes, 59 seconds

Rural Zone - 17 minutes, 59 seconds

Throughout the term of this contract except as set forth below, Provider acknowledges that it shall be Provider's responsibility to meet said responses times regardless of the number of ambulances required to meet said standards. Additionally, Provider acknowledges that at all times it will operate said service aiming always to provide better and increased service and decreased responses times.

i. Response Time

Response times on emergencies will be calculated from the time of receipt by Provider's Dispatch Center of "essential information" until the arrival at the scene of the incident by an ambulance or Sprint Unit. Provider agrees to provide the Parish quarterly reports of response times by zone. Upon request from the QAP chairman or parish council chairman, Provider will supply an itemized summary of each call and shall include all available information regarding the time, arrival times, etc. of each call, included on quarterly response time reports shall be all calls excluded from the response time calculation. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the Parish Council Clerk within fifteen (15) days of the end of the quarter.

j. Essential Information

The “essential information” shall include location, any requested directions to location, callback number, and chief complaint or nature to the problem or if the initial location information is obtained from a 911-data base, confirmation that the patients’ location is the same as that of the caller or confirmation of the patient’s actual location. Each party to this agreement as well as the Parish Council may monitor response times.

k. Excluded Responses

Provider shall have the responsibility to document the nature of the circumstances surrounding said excluded response and the runs affected. It shall be the Provider’s responsibility to prove said response should be excluded or same shall be included. Excluded responses from response time obligations are as follows:

1. Faulty address-match data from the 911 computers or incorrect or insufficient information from the caller.
2. Responses which occur during periods of abnormally severe weather conditions that could reasonably be expected to substantially impair response time performance or render the response unsafe.
3. Unusual Road conditions and blocked railroad and bridge crossings which could reasonably be expected to impair response times and ability to respond.
4. Prank Calls
5. Excess runs which occur during periods of unusual system overload. Unusual system overload is defined as a period of time during which more than 3 emergencies within a one-hour period of time within the North or South portions of the Parish, with a demarcation line between north and south being LA Hwy 40 from the west parish line to the east parish line; or more than 5 emergencies occurring within a one-hour period in the entire parish.
6. Responses during a declared disaster, locally, or in a mutual aid jurisdiction that has requested assistance from Provider.
7. Any response after the first response in cases of multiple-response incidents (i.e., where more than one ambulance is sent to the same incident).
8. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel.
9. Extended emergency “wall time” at a hospital’s emergency department pending transfer of patient care to hospital staff of a delivered emergency care patient
Provider agrees that it shall at all times have a responsibility to respond as soon as safely and feasibly possible. It is agreed that any such exceptions and/or exclusions from response and response times will extend the required response times by only the amount of time by which the otherwise applicable response and response time is interfered with or inhibited by the exception.
In addition, Provider agrees that in the event the average total number of emergency transports subject to the terms of this Agreement, within a Twenty- Four hour period, when averaged over any consecutive Six month period, exceeds the average total number of such transports during the Six month period immediately preceding the Effective Date of this Agreement by an amount which would indicate a potential need for additional equipment and/or personnel, then Provider shall, at the written request of the Parish, investigate the economic and physical feasibility of an increase in equipment and/or personnel to the area(s) serviced by this Agreement and upon completion of such review, Provider may increase equipment and/or personnel in accordance with such findings.
10. Responses to calls at the request of Police or Fire services for the sole purpose of

obtaining a refusal of treatment/transport document.

Provider agrees that it shall at all times have a responsibility to respond as soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

I. Response Time Penalty

If Provider fails to meet “the standards” set forth below on emergency calls in each of the areas described in this section Provider may be assessed penalties as follows:

- a. Urban Zone: \$500 for each 60 seconds over the minimum 10:59 minute avg response time within the quarter
- b. Rural Zone: \$500 for each 60 seconds over the minimum 17:59 minute avg response time within the quarter

The response time will be measured for calculations and assessment of penalties on a quarterly basis. Should Provider fail to meet response times quarterly within any area as defined in this Section, prior to any penalty being assessed, Provider shall be afforded opportunity to be heard before the Parish to show good cause as to why said penalties should not be imposed. If, in the discretion of the Parish, Provider demonstrates good cause, it shall be in the Parish’s discretion to waive the penalties. It is the intent of both parties that it shall be sole in the discretion of the Parish as to whether any penalty is waived and any waiver of penalties by the Parish shall not constitute a waiver of any other rights that may be granted it per this contract nor shall it waive the Service Area’s rights to terminate this contract for successive failures to meet response times by Provider.

It is the intent of all parties hereto that for penalty purposes the response times must be met as stated above on a quarterly basis. It is the intent of the parties that should Provider repeatedly fail to adhere to the response time standards stated, it shall constitute grounds for termination of the contract.

m. Corporate Citizenship

Provider agrees, when available, to provide ground ambulance stand-by at no charge for high school/college football games within the geographical boundaries of the Service Area. Upon request and acceptance, Provider agrees to provide such other stand-by service as is requested by the Service Area for similar events at a reduced charge. Provider also agrees to offer two (2) consolidated Emergency Medical Responders “EMR” refresher classes to the Service Area Firefighters in order to assist Provider with care in Emergency situations.

n. Maintenance of Vehicles

All ambulances shall at all times be adequately maintained, serviced, and mechanically sound. Provider shall maintain maintenance records that may be inspected by the Parish as requested. A local full-time maintenance facility shall be maintained for servicing inspection and/or repair work.

o. Vehicle Locating System

Each ambulance within the geographic boundaries of the Service Area shall be equipped with Global Positioning Satellite (GPS) or equivalent technology and Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system.

V. OBLIGATIONS OF THE PARISH

a. Quality Assurance Panel

The Parish will create a Quality Assurance Panel (the "Panel"), consisting of seven (7) members, responsible for reviewing issues related to the quality of the medical services and response times supplied under this Agreement. The specified membership of the Panel shall consist of (2) Tangipahoa Parish Council Members, (1) Appointee by the Tangipahoa Parish Council, (2) Members of the Tangipahoa Parish Fire Chief's Association, and (1) the Director of Tangipahoa Parish Communications District (911) or his/her appointee and (1) Tangipahoa Parish Fire Administrator. No person on the panel shall be affiliated with Provider or any other medical transport service provider. All appointments to the panel shall be made by the Tangipahoa Parish Council in compliance with the Louisiana Ethics Code established in the Louisiana Revised Statutes.

b. The Quality Assurance Panel will review reports by the public of the Provider's failure to respond timely to emergency calls, and to comply with clinical protocols and operational procedures related to customer and public contact. After investigation and review, if Provider fails to meet certain standards as set forth herein, the Panel may recommend to the Council the imposition of penalties as set forth in section IV (l) of this Agreement.

VI. OBLIGATIONS OF THE SERVICE AREA

The Service Area shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation originating within the geographical boundaries of the Service Area.

The Service Area shall obey the terms of this agreement and the enabling ordinances establishing this contract; take reasonable steps (including referral to the District Attorney's office for criminal prosecution of any violators of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) originating within the geographical boundaries of the Service Area during the term of this contract. The Service Area agrees that it shall cooperate fully with the District Attorney, the Sheriff or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation shall be a violation of this agreement, which will cause financial harm to Provider.

If any or all of the Service Areas fail to cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of the Service Area through request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, and unauthorized operation continues for a period exceeding fourteen days within a thirty day period, Provider's obligations of providing a Performance bond, if any and Provider's obligations under Response Times shall be extinguished for the remainder of the term of this Agreement or any renewal thereof and Provider will have the option to terminate this Agreement, effective within three (3) days of

giving of notice of same. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Area under law and /or equity

VII. TERMINATION

A. Termination by the Service Area

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- i. Failure by Provider to observe and perform in any material way any covenant, warranty, term or provision of this Agreement, including those described herein as grounds for termination, which failure shall continue for a period of sixty (60) days after notice thereof is given to Provider by the Service Area specifying such failure and requesting that it be remedied;
- ii. Provider shall cease doing business as a going concern;
- iii. Provider's financial reports to the Parish Council demonstrate financial instability or insolvency.
- iv. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due or;

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days undismitted or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

B. Termination by Provider

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- a). Failure of the Service Area to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder;

- b). Failure by the Service Area, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.
- c). The allowance of any additional ambulance service by the Service Area during the initial term of this Agreement or any renewal of this Agreement or the **ISSUANCE OF ANY PERMIT IN THE SERVICE AREA TO AN** additional ambulance service during the initial term or any subsequent renewal of this agreement.

Provider and Service Area acknowledge and accept the terms and obligations agreed upon in this contract and shall comply with all provisions herein and with all parish, city, state and federal laws. Failure to comply with the terms of this agreement shall render this contract voidable at the discretion of the non-violating Party, provided that the Provider is given ninety (90) days advance notice and sixty (60) days to remedy any default. Provider and Service Area mutually agree that this contract shall only be voidable without cause by either party with 180 days notice. Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Chief Financial Officer

PARISH:
Tangipahoa Parish Government
P O Box 215
Amite, LA 70422
ATTN: Parish President

VIII. Indemnity

1. Provider's Indemnity of Service Area

Provider will indemnify, hold harmless and exempt the Service Area and its and their representatives, officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent arising out of or incident to any work done by the Provider in the performance of this Agreement or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees in the performance of this Agreement(including such individual acting contrary to this Agreement).

IX. AUTHORITY TO ENTER INTO THIS AGREEMENT

1. Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that its Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.

2. Authority of the Service Area

The Parish represents that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the Parish President is authorized to execute this Agreement on behalf of the Tangipahoa **Parish Council**.

X. Agreement, Modification, and Governing Law

1. Force Majeure

Provider’s performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God; acts of war, riot, accident, staff, pandemic, flood or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

2. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto, including, but not limited to, the request for proposals issued by the Parish, and Provider’s proposal for the exclusive provision of emergency and non-emergency ambulance medical service.

3. Modification

No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

4. Governing Law

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

5. Partial Enforceability

If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

TO BECOME EFFECTIVE THE 1st DAY OF January,2024.

ACADIAN AMBULANCE SERVICE, INC.

PARISH OF TANGIPAHOA

By: _____
Name: _____
Title: Regional Vice President
Date: _____,20_____

By: _____
Name: _____
Title: Parish President
Date: _____,20_____

Exhibit A – Pricing Catalog (to be provided by Acadian prior to execution of the Agreement.

T.P. Ordinance No. 23-29

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT ON BEHALF OF THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT TO EXECUTE THE RENEWAL CONTRACT WITH CHANNEL 17, INC

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana that the Tangipahoa Parish President is hereby authorized on behalf of the Tangipahoa Parish Council-President Government to execute attached Renewal Contract for a period of five (5) years ending on December 31, 2028, with Channel 17, Inc.

BE IT FURTHER ORDAINED that this ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council shall take effect immediately upon the signature of the Tangipahoa Parish President.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

**AGREEMENT BETWEEN
THE PARISH OF TANGIPAHOA
AND
CHANNEL 17, INC.**

AGREEMENT

This Agreement is made this ___ day of _____, 2023, by and between the Parish of TANGIPAHOA, a municipal corporation ("Parish"), and CHANNEL 17, INC. a nonprofit Corporation ("CHANNEL 17"), who agree as follows:

RECITALS

1. The Parish desires to provide support for the use of cable Television Public, Educational, and Government ("PEG") access channels provided pursuant to federal law.
2. The Parish recognizes that AT&T and Charter Communications have chosen to Operate a cable television system in the Parish as per LRS 45:10-1 "Consumer Choice for Television Act."
3. The franchise agreement with AT&T and Charter Communications provides that certain channel capacity be provided for PEG access.
4. The Consumer Choice for Television Act provides that certain initial and ongoing payments shall be made by AT&T and Charter Communications for PEG access and capital equipment and facilities.
5. (CHANNEL 17), as the access management entity designated by the Parish, has indicated its interest in serving the community by providing PEG access programming and services.
6. The Parish recognizes that any current or future video provider operating under a franchise agreement or LRS 45:10-1 "Consumer Choice for Television Act" in Tangipahoa Parish shall abide by the same rules and regulations set forth in this agreement.
7. The Parish has determined that it will provide support for PEG access with a monthly payment of \$3,500.00 (three thousand five hundred and zero cents) beginning on March 1, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

As further described below, in exchange for the funding provided by the Parish to (CHANNEL 17), pursuant to this Agreement, (CHANNEL 17) shall provide the following services:

A. OPERATE PUBLIC ACCESS CABLE CHANNEL(S).

Operate the public access cable channel(s) for public/community access programming purposes in a manner which is consistent with the principles set forth in T.P. Ordinance No. 13-50 and the Consumers Choice for Television Act with the primary purpose being to administer, coordinate, and assist those requesting access on a non- discriminatory basis.

B. OPERATE THE EDUCATIONAL & GOVERNMENT ACCESS CHANNELS.

Operate the public, educational and government access channel(s) for community access programming purposes in a manner which is consistent with the principles set forth in T.P. Ordinance No. 13-50 and the Consumers Choice Television Act, with the primary purpose being to administer, coordinate and assist the Parish of Tangipahoa (pubic access) (government access) and educational institutions (educational access) requesting access on a non-discriminatory basis.

C. OPERATE A COMMUNITY ACCESS CENTER.

Manage a video production facility and equipment, available for public use at such hours and times as are determined by (CHANNEL 17). Access to equipment and facilities shall be open to all those who satisfactorily complete training classes provided by (CHANNEL 17) or who receive a certification from the (CHANNEL 17), identifying said user(s) as having satisfied training requirements through means other than (CHANNEL 17) training classes.

D. PROVIDE EQUAL ACCESS.

Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served non-discriminatory basis, pursuant to operating rules promulgated by (CHANNEL 17) and consistent with the principles set forth in T.P. Ordinance No. 13-50 and the Consumers Choice for Television Act.

E. OPERATING POLICIES AND PROCEDURES.

Channel 17 employees who operate the A/V equipment for meetings shall arrive no later than thirty (30) minutes prior to the start of the meeting to test all required A/V equipment and ensure said equipment is working properly.

F. COMPLIANCE WITH LAWS RULES, AND REGULATIONS.

Administer the PEG access channel(s) and facilities in compliance with applicable laws, rules, regulations, and in compliance with T.P. Ordinance No. 13-50, the Consumers Choice Television Act, and the franchise agreement between the Parish and any video provider operating in Tangipahoa Parish.

G. PLAYBACK/CABLECAST.

Provide for the playback/cablecasting of programs on the PEG access channel(s). Within twelve months of the completion and opening of the access center, (CHANNEL 17) shall cablecast an average of 100 hours of local original, replayed and outside programming per week.

Channel 17 shall implement live streaming of all Parish Council meetings. Additionally, Channel 17 shall air the Tangipahoa Parish logo as a bumper prior to commencement of meeting. Each meeting video shall be accurately and appropriately titled prior to being aired.

H. MAINTENANCE OF EQUIPMENT.

Provide regular maintenance and repair of all video and transmission equipment purchased or leased with monies received pursuant to this Agreement and/or donated, loaned, or leased to (CHANNEL 17) by the Parish.

I. PROMOTION.

Actively promote the use and benefit of the PEG access channel(s) and facilities to cable subscribers, the public, PEG access users, and any video provider operating in Tangipahoa Parish.

J. OTHER ACTIVITIES.

Undertake other PEG access programming activities and services as deemed appropriate by (CHANNEL 17) and consistent with the obligation to facilitate and promote access programming and provide non-discriminatory access.

SECTION 2. CHANNELS OPEN TO PUBLIC.

(CHANNEL 17) agrees to keep the PEG access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the

Parish, nor the Cable Company(s), nor (CHANNEL 17) shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent (CHANNEL 17), the Parish, or Cable Company from producing or sponsoring programming, prevent the Parish or the Cable Company from underwriting programming, or prevent the Parish, Cable Company, or (CHANNEL 17) from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of channels.

(CHANNEL 17) may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

SECTION 3. COPYRIGHT CLEARANCE.

Before cablecasting video transmissions (CHANNEL 17) shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by (CHANNEL 17). (CHANNEL 17) shall maintain for the applicable statute of limitations for Parish's inspection, upon reasonable notice by Parish and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 4. COPYRIGHT AND OWNERSHIP.

(CHANNEL 17) shall own the copyright of any programs, which it may choose from time to time to produce. Such person(s) who produces said programming shall hold copyright of programming produced by the public. The Parish shall own the copyright to all programs purchased by Channel 17 on behalf of the Parish.

SECTION 5. DISTRIBUTION RIGHTS.

A. (CHANNEL 17) shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.

B. At least at the beginning and end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this Agreement, (CHANNEL 17) shall display a credit stating, "Partial funding for the operation of this channel is provided by the Parish of Tangipahoa. Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

SECTION 6. EQUIPMENT AND FACILITIES.

A. (CHANNEL 17) shall be responsible for maintenance of all video and transmission equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement. Every three (3) years, the equipment being utilized for Tangipahoa Parish shall be reevaluated and upgraded at the discretion of Tangipahoa Parish.

B. (CHANNEL 17) shall own (or be the leaseholder of) all video and transmission equipment and facilities acquired by it and purchased with funds received pursuant to the Consumers Choice for Television Act, except that upon termination or non-renewal of this Agreement all such equipment or facilities purchased with funds received pursuant to this Agreement shall become the property of the Parish. To secure all of its obligations under this Agreement, (CHANNEL 17) hereby grants to Parish a security interest in all of the equipment and fixtures that are or were acquired with funds provided by the Parish. (CHANNEL 17) agrees to take all steps reasonably requested by Parish to perfect and enforce the Parish's security interest, including the execution and processing of financing statements and continuation statements under

Louisiana's Uniform Commercial Code. The Parish agrees to subordinate its interest if necessary to finance the purchase of equipment or property. The subordination shall only be with respect to the specific equipment or property that (CHANNEL 17) might wish to finance.

C. Upon the dissolution of the (CHANNEL 17), it shall, subject to the approval of the Parish, transfer all assets of (CHANNEL 17) representing Parish-funded equipment and facilities, and/or the proceeds of either to the Parish, or at the Parish's option, to such organization or organizations designated by the Parish to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

SECTION 7. INSURANCE.

With the exception of video and transmission equipment installed and maintained at the Parish Government Building, which will be insured by Parish, (CHANNEL 17) shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by (CHANNEL 17) and may be included in (CHANNEL 17)'s annual budget.

A. **COMPREHENSIVE LIABILITY INSURANCE.** Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage.

B. **EQUIPMENT INSURANCE.** Channel 17 shall maintain comprehensive liability insurance in the amount of \$1,000,000 per incident with an aggregate of \$2,000,000. Parish shall be shown as lien holder on all policies.

C. **PARISH AS CO-INSURED OR ADDITIONAL INSURED.** The Parish shall be named as an co-insured or additional insured on all aforementioned insurance coverages. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or (CHANNEL 17) without first giving the Parish thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the Parish, its officers, agents, employees, or volunteers shall be in excess of the (CHANNEL 17) insurance and shall not contribute to it.

D. **NOTIFICATION OF COVERAGE.** (CHANNEL 17) shall file with the Parish proof of insurance coverage as follows: (1) Comprehensive Liability; and (2) equipment insurance upon the acquisition of any one piece of equipment valued over \$25,000.

SECTION 8. INDEPENDENT CONTRACTOR.

It is understood and agreed that (CHANNEL 17) is an independent contractor and that no relationship of principal/agent or employer/employee exists between the Parish and (CHANNEL 17). If in the performance of this Agreement any third persons are employed by (CHANNEL 17), such persons shall be entirely and exclusively under the control, direction and supervision of (CHANNEL 17). All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by (CHANNEL 17) and the Parish shall have no right or authority over such persons or terms of employment.

SECTION 9. ASSIGNMENT AND SUBLETTING.

Neither this Agreement nor any interest herein shall be assigned or transferred by (CHANNEL 17), except as expressly authorized in writing by Parish.

SECTION 10. ANNUAL REPORTS.

Prior to March of each year, (CHANNEL 17) shall submit to Parish an annual report for the preceding fiscal year (January 1 - December 31). This report shall contain, at a minimum, the following information:

1. Statistics on programming and services provided;

2. Current and complete listing of Grantees' Board of Directors;
3. Year-end financial statements prepared by a certified public accountant.
4. Inventory, including location & condition of equipment purchased with funds provided pursuant to this agreement.

SECTION 11. RECORDS, FISCAL AUDIT.

A. (CHANNEL 17) shall maintain all necessary books and records, in accordance with generally accepted accounting principles.

B. Upon reasonable request from Parish, (CHANNEL 17) shall, at any time during normal business hours, make available all of its records, to include invoices, checkbook ledgers, P&L's and financial statements, with respect to all matters covered by this Agreement. Any inspection of such records shall take place at the office of Channel 17's CPA.

SECTION 12. FUNDING AND OTHER RESOURCES.

The Parish agrees to make the following funds and resources available to (CHANNEL 17):

A. (Cable Company) has dedicated certain channel capacity (spectrum on the cable system) for PEG access use. The Parish agrees to permit (CHANNEL 17) to manage that channel capacity for PEG access programming purposes.

B. Funding for PEG Video and Transmission Equipment.

1. In accordance with the franchise agreement and the Consumer Choice for Television Act, AT&T and Charter Communications shall provide funding to the Parish equivalent to one half of one per cent of total gross receipts from cable operations within the Parish.

2. The Parish agrees to provide to (CHANNEL 17) all funds approved by the Council each year after it's review of the "Annual Plan & Budget" as outlined in "Section 13" below. Said funds being as much as 100% of the funds the Parish receives from (Cable Company) for PEG video and transmission equipment. (CHANNEL 17) shall utilize such funds for capital expenses authorized in this Agreement. The transfer of these funds to (CHANNEL 17) shall be executed upon thirty (30) days written notice by (CHANNEL 17) to the Parish requesting the funds. Funds may not be claimed by (CHANNEL 17) until "Plan and Budget" approval and after such funds are received from (Cable Company) per the franchise agreement.

C. Funding for PEG Access Services.

The Parish, in exchange for additional and/or more extensive services from (Channel 17) may also provide (CHANNEL 17) additional funds from the franchise fees paid to the Parish by (Cable Company). However, the Parish is not under any obligation to do so. The Parish will make this determination each year as part of the approval process of the "Plan and Budget" outlined in "Section 13" below.

SECTION 13. ANNUAL PLAN AND BUDGET.

A. On or before August 15th of each year in which this Agreement is in effect, or within 90 of this agreement becoming effective, Channel 17 shall send a request in writing to Tangipahoa Parish requesting an estimate of the funds that will be available to (CHANNEL 17) for the upcoming fiscal year. As used herein, the fiscal year begins on January 1 and ends on December 31.

B. Within 45 days of receiving the estimate described in Section 13 (A) each year, (CHANNEL 17) shall provide to the Parish an Annual Plan and Budget outlining activities and programs planned for the following fiscal year with funds and channel(s) received from the Parish. Such plan shall contain:

1. A statement of anticipated number of hours of local original PEG access programming;
2. Training classes to be offered and frequency of classes;
3. Other access activities planned by (CHANNEL 17);
4. List of specific equipment that (Channel 17) proposes to purchase with the funds received pursuant to this agreement; and
5. A detailed operating and capital equipment and facilities budget.

SECTION 14. EXPENDITURE OF FUNDS.

(CHANNEL 17) shall spend funds received from Parish solely for the purposes listed in its Annual Plan and Budget and Section 1(Scope of Services) of this Agreement. Funds not expended in the year covered by the Annual Budget and Activities Plan may be carried over by (CHANNEL 17) into succeeding years. Upon termination of this Agreement all funds of any kind received from Parish and not expended by (CHANNEL 17) shall be returned to Parish. (CHANNEL 17) shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from Parish.

SECTION 15. RECEIPT OF APPROVED FUNDING.

The Parish shall pay Channel 17 monthly, upon receipt of an invoice. The payments to (CHANNEL 17) shall reflect the amount approved in the Plan and Budget.

SECTION 16. FUNDING FROM OTHER SOURCES.

(CHANNEL 17) may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fundraising activities.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall be for a period of five (5) years commencing on _____ and ending on December 31, 2028 unless terminated earlier, as provided in this Agreement. This Agreement may be renewed or extended for additional periods of five (5) years each, pursuant to the following process:

A. If (CHANNEL 17) seeks an extension of this Agreement it shall on or before July 1, 2028, submit to the Parish a letter of intent requesting extension.

B. On or before October 1, 2028, the Parish shall respond to (CHANNEL 17) letter of intent to request extension. If the Parish intends to refuse to extend the Agreement, it shall explain the reasons for this decision in its response to (CHANNEL 17). The Parish may not refuse to extend the contract based upon a failure of (CHANNEL 17) to comply with the terms of this Agreement unless the Parish has provided (CHANNEL 17) a notice of its failure to comply with the terms and the opportunity to cure said noncompliance. However, no agreement regarding the term of this agreement can extend past the "term of office" for the Parish Council that approves the agreement.

SECTION 18. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

A. The Parish shall have the right upon one hundred twenty (120) days written notice to (CHANNEL 17) to terminate this Agreement for:

1. Breach of any provision of this Agreement by (CHANNEL 17); and
2. Malfeasance, misfeasance, misappropriation of public funds.

B. CHANNEL 17) may avoid termination by curing any such breach to the satisfaction of the Parish within one hundred twenty (120) days of notification or within a time frame agreed to by the Parish and (CHANNEL 17). The Parish may also terminate this Agreement at the expiration of its term, or any extension thereof.

C. Upon termination of this Agreement, (CHANNEL 17) shall immediately transfer to the Parish all equipment, real property, or fixtures purchased by (CHANNEL 17) with funds received pursuant to this Agreement.

SECTION 19. TIME.

Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 20. COOPERATION.

Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 21. APPLICABLE LAW.

This Agreement shall be interpreted and enforced under the laws of the State of Louisiana.

SECTION 22. NOTICES.

All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To Parish of Tangipahoa
206 East Mulberry St.
Amite, LA 70422

To (CHANNEL 17)
9 Oakley Drive
Hammond, LA 70401

Any party may change its address for notice by written notice to the other party at any time.

SECTION 23. DISPUTE RESOLUTION

Intent of Parties. Mindful of the high cost of litigation not only in dollars but time and energy, the parties do hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any disagreement or controversy should arise out of or concerning the performance of this contract.

Step 1-Negotiation

It is the intent of the parties that any dispute be resolved informally and promptly through good faith negotiation between representatives of the parties. We therefore agree that should any dispute or controversy arise, the following steps toward resolution will immediately be taken:

Correspondence

- a. Either party may initiate negotiation proceedings by sending a certified or registered letter to the other party setting forth the particulars of the dispute, the term(s) of the contract that are involved and a suggested resolution of the problem.
- b. The recipient of the letter must respond within ten (10) days with an explanation and response to the proposed solution.

Meeting

- a. If correspondence does not resolve the dispute, then the authors of the letters or their representatives shall meet on at least one occasion and attempt to resolve the matter. The meeting should be at a place selected by the parties and should they not agree then at the nearest office of Mediation Arbitration Professional Services (MAPS).
- b. Should this step not produce resolution, then the parties agree to mediation as provided in the next Step 2-Mediation.

Step 2-Mediation

- a. If the controversy is not resolved by informal negotiation within thirty (30) days or any mutually agreed extension of time from the first meeting between the parties, the case shall be referred to the nearest office of (MAPS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the mediator jointly, then in separate caucuses wherein the mediator will seek to guide the parties to a resolution of the case.
- b. The parties may select any mutually acceptable member from the panel of (MAPS). If the parties cannot agree or have no particular choice of mediator and simply request that (MAPS) assign one to the case, then a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom shall strike one name leaving the remaining name as the mediator. If more than one name remains, the (MAPS) Administrator will choose the mediator from the remaining names.
- c. The mediation process shall continue until the case is resolved **or until such time as the mediator makes a finding that there is no possibility of resolution.**

Enforcement of Negotiation/Mediation Steps: Step 1 and Step 2 above dealing with mandatory negotiation and mandatory mediation are deemed arbitration clauses for the purpose of enforcing compliance with their provisions. Any party to this agreement may seek compliance with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceeding shall be entitled to the court's order for payment of attorney fees and costs in connection therewith.

Step 3–Arbitration

Should any disputes remain or exist between the parties after completion of the two-step resolution process set forth above, then the parties shall promptly submit any dispute, claim or controversy arising out of or relating to this agreement [*or* any agreement contemplated by this agreement including any action in tort, contract, or otherwise, at equity or at law], or any alleged breach, including, without limitations, any matter with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this agreement or any agreement contemplated by this agreement to binding arbitration administered by (MAPS).

Initiation: Arbitration shall be initiated in the following manner:

- a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate arbitration at any time after negotiation and mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable *state* or *federal* statute of limitations.
- b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any office of (MAPS), together with the appropriate filing fee as provided in (MAPS) existing fee schedule.
- c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.
- d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator: The case shall be submitted to a single arbitrator chosen by the parties from (MAPS) panel. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from service of the demand for arbitration, then either party may request (MAPS) Administrator to furnish a list of three names and each side may strike one name thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the (MAPS) Administrator will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing the arbitrator shall have power to

appoint another in his or her stead, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give all such orders and directions, as he or she deem just and expedient, not only in respect to the matters and disputes referred to the arbitrator but also with respect to the mode and times of executing or performing any of the acts, deeds, matters and things that may be directed to be done or awarded.

Should either party refuse or neglect to appoint the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties, and to order that either party shall in the meantime have access to and be permitted to inspect and make copies of all or any of the same relating to the matters in dispute.

The arbitrator shall have the authority and power to proceed ex parte if either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, injunctive relief and/or specific performance of a contract.

Proceedings/Format

Prehearing: Once the arbitrator is chosen, the Administrator at (MAPS) may be authorized and directed upon application of any party to schedule a prehearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery: Discovery shall be at the discretion of the arbitrator(s) and allowed only upon a showing of good cause utilizing the following guidelines:

- (a) The arbitrator shall have discretion to order a prehearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.
- (b) The depositions of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of interrogatories shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. Their depositions and all other discovery shall be allowed only upon a showing of good cause.

Evidence: Rules of Evidence relating to the order of proof, the conduct of the hearing and the presentation and admissibility of evidence shall not be applicable in this proceeding. Any relevant evidence, including hearsay, may be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits: The award shall be made by the arbitrator on or before sixty (60) days after final submission of all matters, or within such extended time, not exceeding altogether sixty (60) additional days, as the arbitrator shall from time to time direct.

Reasoned Opinion In rendering the award, the arbitrator may set forth the reasons for his or her decision.

Applicable Law. The arbitration shall follow the substantive law of the state wherein the hearing takes place. This shall include the provisions of statutory law dealing with arbitration, as they may exist at the time of the demand for arbitration insofar as the provisions are not in conflict

with this agreement and specifically excepting therefrom sections of the statute dealing with discovery and requiring notice of hearing date be registered or certified mail.

Notice: Each party shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under this agreement; for any court action in connection therewith; or for the entry of judgment on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, in or outside the state wherein the arbitration takes place, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, telex, telegram, or other written forms of electronic communications to give the notices required by this agreement.

Finality of Award: The ruling of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of the State of Louisiana. Application may be had by any party or any court of general jurisdiction for entry and enforcement of judgment based on the ruling.

SECTION 24. ENTIRE AGREEMENT.

This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CHANNEL 17 INC.

PARISH OF TANGIPAHOA

WAYNE GLASCOK

CHARLES R. MILLER, PARISH PRESIDENT

T. P. Ordinance No. 23-30

AN ORDINANCE AMENDING AND ENACTING CHAPTER 36 - PLANNING AND DEVELOPMENT, ARTICLE V- STANDARDS FOR DEVELOPMENT OF PROPERTY, SEC 36-115-SPECIAL USE RESIDENTIAL COMMERCIAL DEVELOPMENTS, (B)-MANUFACTURED AND MOBILE HOME PARK REQUIREMENTS – MAXIMUM UNITS

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, State of Louisiana, acting as the Governing Authority thereof revises and amends the Tangipahoa Parish Code of Ordinance as follows:

CHAPTER 36 PLANNING AND DEVELOPMENT

ARTICLE IV – STANDARDS FOR SUBDIVISION OF PROPERTY

Sec. 36-115. Special use residential commercial developments.

- (b) *Manufactured and mobile home park requirements.*
- (1) For the purpose of these mobile home park standards the development shall be called park and each manufactured or mobile home shall be called a home and the area designated for a home shall be considered a lot.
 - (2) Fences and buffers.
 - a. A six-foot privacy fence of wood, metal or other compatible material approved by the planning commission shall be installed on all boundaries except the front.
 - b. The planning commission may waive the fence requirement for the following situations:
 1. Any boundary that borders adjacent land owned by the developer at the time of construction.
 2. Any boundary that borders rivers, canals or other unique natural features that will separate the park from adjacent parcels.
 3. A permanent buffer is maintained according to these regulations.
 - c. The fence shall be maintained in a structurally safe and attractive condition in order for permits to be issued.
 - d. Fences shall be six inches from the property line for sides and rear and 50 feet from the front property line.
 - e. Additional plat requirements. A statement shall be added on the plat:
"Lots created on this plat are for design layout and are not intended to become a legally recorded lots of record."
 - (3) Base flood elevation mark provided by a licensed engineer or registered surveyor if property is in a flood zone "A" or "AE."
 - (4) Electrical services will be provided to each site and all areas must be adequately lighted at night.
 - (5) Restrictions must be adopted and must require the manufactured homeowner to have approved manufactured skirting that will enclose the entire opening under the manufactured home.
 - (6) The minimum lot site will be 60 feet by 100 feet.
 - (7) Maximum number of lots per acre will be ~~seven~~ **three (3)** spaces, **and 30 lots/units per parcel max.**
 - (8) The space shall have compacted clay material shaped to drain as a pad.
 - (9) There shall be a 50-foot setback from the right-of-way on the front of the park. No structures shall be built in the setback. Landscaping, park name signs, and mail receptacles will be permitted in the setback space. If the owner builds a fence across the front of the park, it must be behind the 50-foot setback.
 - (10) Adequate commercial dumpsters for solid waste disposal shall be provided by the park owner and located no closer than 50 feet to a public servitude.
 - (11) The manufactured home park shall be no less than three **(3)** acres and one-tenth of the area shall be green space and/or playground area.
 - (12) The park shall have hard-surfaced roadways with a 35-foot right-of-way with 18-foot riding surface inside the park.
 - (13) Streets exceeding 500 feet in length must end in a cul-de-sac with a 60-foot radius within a 70-foot radius right-of-way or a "T" turn-around 20 feet wide by 80 feet long within a 30-foot by 90-foot right-of-way.
 - (14) The name of the mobile home park shall be constructed of block masonry or brick and be within 25 feet of the entrance to the park.
 - (15) Security lighting shall be installed on every other utility company pole in park.
 - (16) No electrical permits shall be issued until approved by the parish engineer.
 - (17) Exceptions for manufactured home parks.
 - a. No existing manufactured home park may be expanded or extended beyond the capacity of the existing sewage treatment system. An existing manufactured home park may be expanded or extended up to the capacity of the existing sewage treatment system using the same requirements as the existing manufactured home park as long as no additional property is being purchased or added to the original parcel.
 - b. Manufactured home parks and recreational camping grounds are defined in section 36-9 and shall include that a manufactured home park shall only be used for the placement of manufactured homes and shall not be used for the placement of recreational vehicles or travel/camping trailers.
 - c. A six-foot wood, privacy fence is required on each side and rear property of the park and shall be maintained. If maintenance is required and not done, permits for said park will not be issued.

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon signature of the Parish President.

This ordinance, having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

T.P. Ordinance No. 23-31

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS IN REGARD TO THE PURCHASE OF LAND TOGETHER WITH IMPROVEMENTS SITUATED IN SECTIONS 3 AND 10, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MUNICIPAL NO. 129 CALHOUN STREET, INDEPENDENCE, LA – DISTRICT 4

WHEREAS, it is the best interest of the Parish of Tangipahoa to purchase land and structures located in Independence, LA described as:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, way, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Sections 3 and 10, Township 5 South, Range 7 East, Tangipahoa Parish, Louisiana, being more particularly described as follows:

Commencing at the point which is the Southeast corner Square 33, Town of Independence, Louisiana, thence South 75 degrees, 30 minutes, 00 second West, 450.25 feet, thence North 14 degrees, 50 minutes, 13 seconds West, 312.33 feet, thence North 76 degrees, 16 minutes, 47 seconds East, 20.11 feet, thence North 02 degrees, 04 minutes, 01 second West, 121.01 feet, thence North 89 degrees, 13 minutes, 58 seconds East, 233.30 feet, thence North 89 degrees, 59 minutes, 23 seconds East, 383.79 feet, thence South 00 degree, 41 minutes, 14 seconds East, 68.77 feet, thence South 00 degree, 00 minute, 16 seconds East, 42.34 feet, thence South 76 degrees, 45 minutes, 02 seconds West, 165.61 feet, thence South 14 degrees, 35 minutes, 52 seconds East, 174.66 feet to the Point of Beginning of the tract herein described, containing 4.4462 acres in all.

Improvements thereon bear the Municipal No. 129 Calhoun Street, Independence, Louisiana (hereinafter referred to as the “Property”)

WHEREAS, the purchase price of said described Property is Six Hundred Fifty Thousand and no 00/00 (\$650,000.00) Dollars; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, authorizes the Parish President to execute any and all documents in regard to the purchase the Property.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

T. P. Ordinance No. 23-32

AN ORDINANCE TO GRANT A VARIANCE TO SECTION 36-91-MAJOR SUBDIVISION STANDARDS, (D), (3)-LOT SIZES AND DIMENSIONS FOR CORNERSTONE SUBDIVISION PHASES 3 & 4, IN DISTRICT 8

WHEREAS, Cornerstone Subdivision Phases 2-4 were given preliminary approval by the Planning Commission on 12/1/2020; and

WHEREAS, Cornerstone Subdivision Phases 3 & 4 expired on 12/1/2021 and is requesting a variance to allow the same required development standards as given in the preliminary approval on 12/1/2020; and

WHEREAS, adopted on April 24, 2023, the Tangipahoa Parish Code of Ordinances reads in Chapter 36 Planning and Development, Article IV Standards for Subdivision of Property, Section 36-91 Major subdivision standards (d) *Major residential subdivisions*. Major residential subdivisions are identified as proposed partitions containing more than eight lots or five acres for the development of single-family residential homes and shall require a land clearing permit per section 36-111(b). These proposed subdivisions as defined in this subsection shall meet the standards of subsection (a) of this section and the following standards, (3) Lot sizes and dimensions within the metropolitan planning area (MPA) and outside of areas of special flood hazard. The following set of development standards are for lots within the parish's designated metropolitan planning area (see map in Appendix B to the ordinance from which this chapter is derived) and outside of areas of special flood hazard: a. A minimum of One Hundred Twenty-Five feet (125') road frontage; b. 120 feet in depth minimum; c. A minimum of a 1/2 acre lot (21,780 Sq feet);

WHEREAS, on May 2, 2023, the Planning Commission voted to recommend approval of the variance request by Cornerstone Subdivision Phases 3 & 4, to allow the same required development standards as given in preliminary approval on 12/1/2020 prior to the codification adopted on April 24, 2023; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance to the section of the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to Cornerstone Subdivision Phases 3 & 4, once all other requirements have been satisfied;

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon signature of the Parish President.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____



15485 CLUB DELUXE ROAD
HAMMOND, LA 70403
OFFICE: (985) 340-9028
FAX: (985) 340-9029

May 3, 2023

RE: Cornerstone Ph III & IV
River Road
Hammond, La 70403

Cornerstone Ph III & IV- A variance request to Section 36-91 Major Subdivision Standards (d)(3)(a) a min of 125' road frontage, (b) 120' depth minimum, (c) a minimum of ½ acre lot (21,780sq feet) (Case#2023-23, #2023-121)

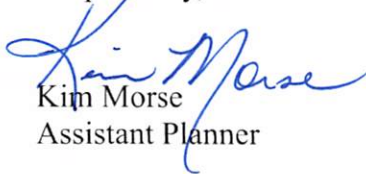
To Whom It May Concern:

On May 2, 2023 The Planning Commission voted to recommend for approval of the above request.

Your case will be forwarded to the Tangipahoa Parish Council for final decision. Your request is scheduled to be introduced at the Parish Council meeting on May 8, 2023. The public hearing and council decision on your case is scheduled to take place on May 22, 2023 at 5:30pm in the Parish Council Chambers at 206 E. Mulberry Street Amite, LA. It is important that you or your representative be at the Parish Council meeting on behalf of your case.

If you have any questions or concerns please feel free to contact our office at (985)340-9028.

Respectfully,


Kim Morse
Assistant Planner

Move here.

T. P. Ordinance No. 23-33

AN ORDINANCE TO GRANT A VARIANCE TO SECTION 36-112-SPECIAL CLASSIFICATION PROPERTY DEVELOPMENT STANDARDS, (A)-MOBILE/MANUFACTURED HOMES PLACEMENT STANDARDS FOR PLACEMENT ON A SINGLE LOT FOR CHANNING GARRETT, ASSESSMENT #1878107 IN DISTRICT 7

WHEREAS, Channing Garrett (applicant) is requesting a variance to place one (1) manufactured home on a lot described as Lots 8 & 9 Block 9 of Woodland Park Subdivision, Assessment #1878107, at 44318 South Range Road, that he has a bond for deed contract with the property owner Virginia Bauer, Hammond, LA; and

WHEREAS, Channing Garrett’s (applicant) lots 8 & 9 Block 9 of Woodland Park Subdivision measures 80’x150’=12,000 sq feet for a shortage of 9,780 sq feet of the ½ acre (21,780 sq ft) requirement to place one (1) manufactured home; and

WHEREAS, the Tangipahoa Parish Code of Ordinances read in Chapter 36 Planning and Development, Article V Standards for Development of Property, Section 36-112 Special classification property development standards (a) Mobile/manufactured homes placement standards for placement on a single lot, (1) Lot size. An individual parcel of record shall be a minimum of one-half acre for placement of a manufactured home; and

WHEREAS, on May 2, 2023, the Planning Commission voted to recommend approval of the variance request by Channing Garrett (applicant), to allow for the placement of one (1) manufactured home on the lot described as Lots 8 & 9 Block 9 of Woodland Park Subdivision, Assessment #1878107, at 44318 South Range Road, Hammond, LA; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance to the section of the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to Channing Garrett (applicant) to allow for the placement of one (1) manufactured home on the lot described as Lots 8 & 9 Block 9 of Woodland Park Subdivision, Assessment #1878107, at 44318 South Range Road, Hammond, LA, once all other requirements have been satisfied;

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon signature of the Parish President.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council.

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____



15485 CLUB DELUXE ROAD
HAMMOND, LA 70403
OFFICE: (985) 340-9028
FAX: (985) 340-9029

May 3, 2023

RE: Channing Garrett & Virginia Bauers
44318 S Range Road
Hammond, La 70403

Owners - Virginia Bauers, Applicant - Channing Garrett - Sec-1,T6S,R7E.
(Council District #7) A request to grant a variance to Ordinance Sec. 36-112 Special classification property development standards (a)(1) Lot size. An individual parcel of record shall be a min of ½ acre for placement of a manufactured home, to allow for 1 manufactured home located on assessment # 1878107 being lots 8 & 9 Block 9 of Woodland Park Subdivision (80'x150') total of 12,000 sq feet where 21,780 sq feet is required at the corner of Range Rd / E. Merry St.

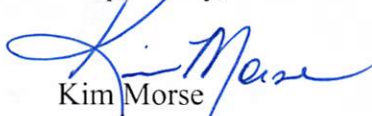
To Whom It May Concern:

On May 2,2023 The Planning Commission voted to recommend approval of the above request.

Your case will be forwarded to the Tangipahoa Parish Council for final decision. Your request is scheduled to be introduced at the Parish Council meeting on May 8, 2023. The public hearing and council decision on your case is scheduled to take place on May 22, 2023 at 5:30pm in the Parish Council Chambers at 206 E. Mulberry Street Amite, LA. It is important that you or your representative be at the Parish Council meeting on behalf of your case.

If you have any questions or concerns please feel free to contact our office at (985)340-9028.

Respectfully,


Kim Morse
Assistant Planner

Move here.

T.P. Resolution No. R23-15

A Resolution ordering and calling a special election to be held in the Parish of Tangipahoa, State of Louisiana (the "**Parish**") on Saturday, October 14, 2023, for the purpose of authorizing the renewal of the levy and collection of a 2.81 mills ad valorem tax on all property subject to taxation within the boundaries of the Parish for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of the maintenance and support of the Tangipahoa Parish Library and its branches; and further making application to the State Bond Commission for consent and authorization to hold the aforesaid election; and further providing for other matters in connection therewith.

WHEREAS, the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority (the "**Governing Authority**"), of the Parish of Tangipahoa, State of Louisiana, desires to order and call a special election to be held in the Parish on SATURDAY, OCTOBER 14, 2023, to authorize the renewal of the levy and collection of a 2.81 mill ad valorem tax on all property subject to taxation within the boundaries of the Parish for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of the maintenance and support of the Tangipahoa Parish Library and its branches (the "Tax"); and

BE IT RESOLVED by the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish, that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission and under the authority conferred by Article VI, Section 30 of the Constitution of the State of Louisiana of 1974, as amended (the "**Constitution**"), Section 217 of Chapter 27 of the Louisiana Revised Statutes of 1950, as amended and the applicable provisions of Chapters 5 and 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended (the "**Election Code**"), and other constitutional and statutory authority, a special election (the "**Election**") be and the same is hereby called and ordered to be held in the Parish on SATURDAY, OCTOBER 14, 2023, between the hours of 7:00 a.m. and 8:00 p.m. in compliance with the provisions of Section 541 of Title 18 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 18:541), and that at the said Election there shall be submitted to all registered voters residing in the Parish, qualified and entitled to vote at the said Election under the Constitution and laws of the State of Louisiana and the Constitution of the United States, the following proposition, to wit:

PROPOSITION
(TAX RENEWAL)

Shall the Parish of Tangipahoa, State of Louisiana, (the "Parish"), be authorized to renew the levy of a 2.81 mill tax on all property subject to taxation in the Parish (an estimated \$1,665,000.00 reasonably expected at this time to be collected from the levy of the tax for an entire year) (the "Tax"), for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of the maintenance and support of the Tangipahoa Parish Library and its branches?

SECTION 2. Publication of Notice of Special Election. Pursuant to La. R.S. 18:1285, a Notice of Special Election concerning the Election will be published in the *Daily Star* (the "**Official Journal**"), a newspaper of general circulation within the Parish, and is the official journal of the Parish, once a week for four (4) consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date fixed for the Election, which notice will be substantially in accordance with the Notice of Special Election annexed hereto as Exhibit A and incorporated herein by reference, to the same extent as if it were set forth in full.

SECTION 3. Canvass of Election Returns. This Governing Authority will meet on Monday, November 13, 2023 at 5:30 p.m. at the Tangipahoa Parish Gordon A. Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, and shall then and there in open and public session proceed to examine and canvass the official election returns and declare the results of the said special Election, pursuant to Section 1292 of Title 18 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 4. Polling Places; Commissioners. The polling places set forth in the attached Notice of Special Election, and situated within the corporate limits of the Parish, be and the same are hereby designated as the polling places at which the Election will be held. Pursuant to the provisions of La. R.S. 18:1286(B), the Commissioners-in-Charge and the Commissioners authorized to be selected by the Board of Election Supervisors to serve at the Election on SATURDAY, OCTOBER 14, 2023, are hereby designated as the Commissioners-in-Charge and Commissioners to serve at the polling places designated for this Election.

SECTION 5. Designation of Commissioners and Commissioners-in-Charge. As required in La. R.S. 18:1286(B), the officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, will hold the Election as herein provided solely in compliance with the provisions of Parts II and V of the Election Code, as amended, and will make due returns of said Election in accordance with the aforesaid provisions of the Election Code. The compensation of said officers be and the same is hereby fixed at the sum prescribed by law. All registered voters in each precinct and residing in the Parish are entitled to vote at the Election.

SECTION 6. Authorization of Clerk. The Clerk of the Governing Authority, be and she is hereby empowered, authorized and directed to arrange for and to furnish to said election officers, in ample time for the holding of said Election, the necessary equipment, forms and other items which may be required in order to hold said Election. The Clerk of the Governing Authority is further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the Election.

SECTION 7. Furnishing Election Call. In accordance with La. R.S. 18:1285(B)(1), certified copies of this Resolution shall be forwarded to the Secretary of State, the Clerk of Court and Ex-Officio Parish Custodian of Voting Machines in and for the Parish of Tangipahoa, State of Louisiana and the Registrar of Voters in and for said Parish, as notification of the special Election herein called in order that each may prepare for said Election and perform their respective functions as required by law.

SECTION 8. Estimated Collections. Pursuant to La. R.S. 18:1284(C), an estimated \$1,665,000.00 is reasonably anticipated at this time to be collected from the levy of the Tax for an entire year.

SECTION 9. Application to State Bond Commission. Application be and the same is hereby formally made to the State Bond Commission for consent and authorization to hold the special proposition Election in the Parish, as previously specified herein, said Election to be held within the Parish on SATURDAY, OCTOBER 14, 2023, and in the event the aforesaid proposition is carried for consent and authorization to levy and collect the Tax provided for by said proposition in the amount, for the purpose and for the number of years herein specified; and that a certified copy of this Resolution will be forwarded to the State Bond Commission on behalf of the Governing Authority, together with a letter requesting the prompt consideration and approval of such application.

SECTION 10. Additional Notice Requirement. This Governing Authority made the announcement with respect to this Resolution required by La. R.S. 42:19.1, at its public meeting on Monday, April 10, 2023 and published said announcement in the Official Journal on Thursday, April 13, 2023. Such announcement was also transmitted via email to State Senators and Representatives on Tuesday, April 11, 2023.

[Remainder of this page intentionally left blank]

On motion by _____ and seconded by _____,
the foregoing Resolution was hereby declared adopted on this the 8th day of May, 2023 by the
following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge, Clerk
Tangipahoa Parish Council

David P. Vial, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

EXHIBIT A

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a Resolution adopted on May 8, 2023, by the Parish Council of the Parish of Tangipahoa, State of Louisiana (the “*Governing Authority*”), acting as the governing authority of the Parish of Tangipahoa, State of Louisiana (the “*Parish*”), NOTICE IS HEREBY GIVEN that a special election will be held in the Parish on SATURDAY, OCTOBER 14, 2023, and that at said election there will be submitted to all registered voters of the Parish, qualified and entitled to vote at said election under the Constitution and laws of the State of Louisiana and the Constitution of the United States of America, the following proposition, to wit:

**PROPOSITION
(TAX RENEWAL)**

Shall the Parish of Tangipahoa, State of Louisiana, (the “Parish”), be authorized to renew the levy of a 2.81 mill tax on all property subject to taxation in the Parish (an estimated \$1,665,000.00 reasonably expected at this time to be collected from the levy of the tax for an entire year) (the “Tax”), for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of the maintenance and support of the Tangipahoa Parish Library and its branches?

The special election will be held in at the following polling places situated in the Parish, and which polls will open at 7:00 a.m. and close at 8:00 p.m. on SATURDAY, OCTOBER 14, 2023, in compliance with the provisions of Section 541 of Title 18 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 18:541). The Commissioners-in-Charge and the Commissioners authorized to be selected by the Parish Board of Election Supervisors at the special election on SATURDAY, OCTOBER 14, 2023, are hereby designated as the Commissioners-in-Charge and the Commissioners to serve at the following described polling places designated for this election, to-wit:

<u>PRECINCT</u>	<u>POLLING PLACE</u>
00/001	Kentwood Junior High School - 603 Ninth St., Kentwood
00/002	Kentwood High School Lunchroom - 603 Ninth St., Kentwood
00/006	Tangipahoa City Hall - 12616 Jackson St., Tangipahoa
00/011	Roseland Elementary School - 12516 Time Ave., Roseland
00/015	Agriculture Building - 305 E. Oak St., Amite
00/016	Agriculture Building - 305 E. Oak St., Amite
00/017	Amite City Hall - 212 E. Oak St., Amite
00/018	Amite City Hall - 212 E. Oak St., Amite
00/026	Independence Middle School - 145 W. Second St., Independence
00/027	Independence City Hall - 583 W. Railroad Ave., Independence
00/028	Independence Elementary School Gym - 221 Tiger Ave., Independence
00/033	Tickfaw City Hall - 50081 Highway 51, Tickfaw
00/040	Hammond Fire Station #3 - 1614 N. Oak St., Hammond
00/040A	Hammond Fire Station #3 - 1614 N. Oak St., Hammond
00/041	Hammond Fire Station #3 - 1614 N. Oak St., Hammond
00/042	Michael J. Kenney Recreation Center - 601 W. Coleman St., Hammond
00/042A	Michael J. Kenney Recreation Center - 601 W. Coleman St., Hammond
00/043	New Hammond Fire Station #2 - 508 E. Thomas St., Hammond
00/044	Northshore Technical Community College, 111 Pride Ave., Hammond
00/045	Michael J. Kenney Recreation Center - 601 W. Coleman St., Hammond
00/045A	Baptist Fire Station - 44532 S. Baptist Rd., Hammond
00/046	Michael J. Kenney Recreation Center - 601 W. Coleman St., Hammond
00/047	Michael J. Kenney Recreation Center - 601 W. Coleman St., Hammond
00/048	New Hammond Fire Station #2 - 508 E. Thomas St., Hammond
00/049	Hammond City Council Annex - 312 E. Charles St., Hammond
00/070	Ponchatoula City Hall - 125 W. Hickory St., Ponchatoula
00/070A	Ponchatoula City Hall - 125 W. Hickory St., Ponchatoula
00/071	Ponchatoula Log Cabin - 201 W. Magnolia St., Ponchatoula
00/072	Ponchatoula Community Center - 300 N. Fifth St., Ponchatoula
00/072A	Ponchatoula Community Center - 300 N. Fifth St., Ponchatoula
00/073	Ponchatoula Junior High School - 315 E. Oak St., Ponchatoula
00/074	Ponchatoula Junior High School - 315 E. Oak St., Ponchatoula
00/101	Kentwood Junior High School - 603 Ninth St., Kentwood
00/102	Eastfork Fire Department - 19005 Highway 1055, Kentwood
00/104	Spring Creek Elementary School - 72691 Highway 1061, Kentwood
00/104A	Spring Creek Elementary School - 72691 Highway 1061, Kentwood
00/105	Tangipahoa City Hall - 12616 Jackson St., Tangipahoa
00/106	Chesbrough Elementary School - 68495 Highway 1054, Kentwood
00/106A	Chesbrough Elementary School - 68495 Highway 1054, Kentwood
00/107	Roseland Elementary School - 12516 Time Ave., Roseland
00/108	Wilmer Fire Station - 22115 Highway 10, Kentwood

00/109	Parish Library-Amite Branch, 204 NE Central Ave., Amite
00/110	Wilmer Fire Station - 22115 Highway 10, Kentwood
00/111A	Independence Middle School - 145 W. Second St., Independence
00/112	Loranger High School Gym - 19404 Hiatt St., Loranger
00/114	Loranger High School Gym - 19404 Hiatt St., Loranger
00/115B	Independence Middle School - 145 W. Second St., Independence
00/116	Husser Fire Station - 56292 Highway 445, Husser
00/117	Independence Fire Station No. 2 - 52018 Noto Rd., Independence
00/118	New Loranger Fire Station - 53084 Highway 40, Loranger
00/119	New Independence Fire Station - 52291 Red Hill Rd., Independence
00/120	Baileyville Polling Location - 48022 Highway 445, Robert
00/120A	Baileyville Polling Location - 48022 Highway 445, Robert
00/120B	Northshore Technical Community College, 111 Pride Ave., Hammond
00/121	Midway Elementary School - 48405 Highway 51, Natalbany
00/121A	Midway Elementary School - 48405 Highway 51, Natalbany
00/122	Champ Cooper School - 42530 Highway 445, Robert
00/122A	Champ Cooper School - 42530 Highway 445, Robert
00/122B	8th Ward Fire Station #2, 27475 Hwy 22, Ponchatoula
00/123	Natalbany Middle School - 47370 N. Morrison Blvd., Natalbany
00/124	Champ Cooper School - 42530 Highway 445, Robert
00/124A	8th Ward Fire Station #2, 27475 Hwy 22, Ponchatoula
00/125	Midway Elementary School - 48405 Highway 51, Natalbany
00/127	Natalbany Middle School - 47370 N. Morrison Blvd., Natalbany
00/127A	Natalbany Middle School - 47370 N. Morrison Blvd., Natalbany
00/129	New Hammond Fire Station #2 - 508 E. Thomas St., Hammond
00/129A	Natalbany Middle School - 47370 N. Morrison Blvd., Natalbany
00/133	Baptist Fire Station - 44532 S. Baptist Rd., Hammond
00/133A	Baptist Fire Station - 44532 S. Baptist Rd., Hammond
00/137	Country Side Lane - 41266 Country Side Ln., Hammond
00/137A	Country Side Lane - 41266 Country Side Ln., Hammond
00/137B	Baptist Fire Station - 44532 S. Baptist Rd., Hammond
00/137C	Country Side Lane - 41266 Country Side Ln., Hammond
00/137D	Ponchatoula Fire Station #3 - 40015 Morgan Dr., Ponchatoula
00/139	Tangipahoa Parish Government Building - 15475 Club Deluxe Rd., Hammond
00/141	Hammond Area Rec District-Chappapella Park, 19325 Hipark Blvd., Hammond
00/141A	Hammond Area Rec District-Chappapella Park, 19325 Hipark Blvd., Hammond
00/143	Hammond Area Rec District-Chappapella Park, 19325 Hipark Blvd., Hammond
00/143A	Hammond Area Rec District-Chappapella Park, 19325 Hipark Blvd., Hammond
00/145	Vinyard Elementary School - 40105 Dunson Rd., Ponchatoula
00/147	Vinyard Elementary School - 40105 Dunson Rd., Ponchatoula
00/149	Ponchatoula Fire Station #3 - 40015 Morgan Dr., Ponchatoula
00/149A	Ponchatoula Fire Station #3 - 40015 Morgan Dr., Ponchatoula
00/151	Vinyard Elementary School - 40105 Dunson Rd., Ponchatoula

The polling places set forth above and situated in the Parish, be and the same are hereby designated as the polling places at which to hold the special election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

A portion of the monies collected from the Tax shall be remitted to certain state and statewide retirement systems in accordance with the provisions of Subtitle 1 of Title 11 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 11:82).

In accordance with La. R.S. 18:1285(A)(1)(a)(v), the estimated cost of holding the election will be \$11,000.00.

The said special election will be held in accordance with the applicable provisions of Chapters 5 and 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority as applicable thereto, and the officers appointed to hold the said election, or such substitutes therefor as may be selected and designated in compliance with law, will make due returns thereof to the Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the Tangipahoa Parish Gordon A. Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, on MONDAY, NOVEMBER 13, 2023 at 5:30 p.m. and will then and there in open and public session, proceed to examine and canvass the returns and declare the result of the special election. All registered voters residing in the Parish are entitled to vote at said special election and voting machines will be used in connection therewith.

THUS DONE AND SIGNED at Amite, Louisiana, on this, the 8th day of May, 2023.

ATTEST:

David P. Vial, Chairman
Tangipahoa Parish Council

Jill DeSouge, Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

I, the undersigned Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana (the “*Governing Authority*”), do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by the Governing Authority on May 8, 2023, ordering and calling a special election to be held in the Parish of Tangipahoa, State of Louisiana (the “*Parish*”) on Saturday, October 14, 2023, for the purpose of authorizing the renewal of the levy and collection of a 2.81 mill ad valorem tax on all property subject to taxation within the boundaries of the Parish for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of the maintenance and support of the Tangipahoa Parish Library and its branches; and further making application to the State Bond Commission for consent and authorization to hold the aforesaid election; and further providing for other matters in connection therewith.

I further certify that this Resolution has not been amended or rescinded.

IN WITNESS WHEREOF, I have subscribed my official signature as Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as governing authority of the Parish of Tangipahoa, State of Louisiana, on this, the 8th day of May, 2023.

Jill DeSouge, Clerk
Tangipahoa Parish Council

T.P. Resolution No. R23-16

A Resolution ordering and calling a special election to be held in Road Lighting District No. 1 of the Parish of Tangipahoa, Louisiana (the “*District*”) on Saturday, October 14, 2023, for the purpose of authorizing the renewal of the levy and collection of a two (2) mill ad valorem tax on all property subject to taxation within the boundaries of the District, for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of providing and maintaining electric lights on the streets, roads, highways and public places in the District; and further making application to the State Bond Commission for consent and authorization to hold the aforesaid election; and further providing for other matters in connection therewith.

WHEREAS, the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority (the “*Governing Authority*”), of Road Lighting District No. 1 of the Parish of Tangipahoa, Louisiana (the “*District*”), desires to order and call a special election to be held in the District on SATURDAY, OCTOBER 14, 2023, to authorize the renewal of the levy and collection of a two (2) mill ad valorem tax on all property subject to taxation within the boundaries of the District for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of providing and maintaining electric lights on the streets, roads, highways and public places in the District (the “*Tax*”); and

BE IT RESOLVED by the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the District, that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission and under the authority conferred by Article VI, Section 32 of the Constitution of the State of Louisiana of 1974, as amended (the “*Constitution*”), La. R.S. 48:1306 *et. seq.*, Chapter 7 of Title 48 of the Louisiana Revised Statutes of 1950, as amended and the applicable provisions of Chapters 5 and 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended (the “*Election Code*”), and other constitutional and statutory authority, a special election (the “*Election*”) be and the same is hereby called and ordered to be held in the District on SATURDAY, OCTOBER 14, 2023, between the hours of 7:00 a.m. and 8:00 p.m. in compliance with the provisions of Section 541 of Title 18 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 18:541), and that at the Election there shall be submitted to all registered voters residing in the District, qualified and entitled to vote at the said Election under the Constitution and laws of the State of Louisiana and the Constitution of the United States, the following proposition, to wit:

**PROPOSITION
(TAX RENEWAL)**

Shall Road Lighting District No. 1 of the Parish of Tangipahoa, Louisiana (the “*District*”) be authorized to renew the levy and collection of a two (2) mill ad valorem tax on all property subject to taxation in the District (an estimated \$3,500.00 reasonably expected at this time to be collected from the levy of the tax for an entire year) (the “*Tax*”), for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of providing and maintaining electric lights on the streets, roads, highways and public places in the District?

SECTION 2. Publication of Notice of Special Election. Pursuant to La. R.S. 18:1285, a Notice of Special Election concerning the Election will be published in the *Daily Star* (the “*Official Journal*”), a newspaper of general circulation within the District, and is the official journal of the District, once a week for four (4) consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date fixed for the Election, which notice will be substantially in accordance with the Notice of Special Election annexed hereto as Exhibit A and incorporated herein by reference, to the same extent as if it were set forth in full.

SECTION 3. Canvass of Election Returns. This Governing Authority will meet on Monday, November 13, 2023 at 5:30 p.m. at the Tangipahoa Parish Gordon A. Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, and shall then and there in open and public session proceed to examine and canvass the official election returns and declare the results of the Election, pursuant to Section 1292 of Title 18 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 4. Polling Places; Commissioners. The polling places set forth in the attached Notice of Special Election, and situated within the corporate limits of the District, be and the same are hereby designated as the polling places at which the Election will be held. Pursuant to the provisions of La. R.S. 18:1286(B), the Commissioners-in-Charge and the Commissioners authorized to be selected by the Board of Election Supervisors to serve at the Election on SATURDAY, OCTOBER 14, 2023, are hereby designated as the Commissioners-in-Charge and Commissioners to serve at the polling places designated for the Election.

SECTION 5. Designation of Commissioners and Commissioners-in-Charge. As required in La. R.S. 18:1286(B), the officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, will hold the Election as herein provided solely in compliance with the provisions of Parts II and V of the Election Code, as amended, and will make due returns of said Election in accordance with the aforesaid provisions of the Election Code. The compensation of said officers be and the same is hereby fixed at the sum prescribed by law. All registered voters in each precinct and residing in the District are entitled to vote at the Election.

SECTION 6. Authorization of Clerk. The Clerk of the Governing Authority, be and she is hereby empowered, authorized and directed to arrange for and to furnish to said election officers, in ample time for the holding of the Election, the necessary equipment, forms and other items which may be required in order to hold the Election. The Clerk of the Governing Authority is further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the Election.

SECTION 7. Furnishing Election Call. In accordance with La. R.S. 18:1285(B)(1), certified copies of this Resolution shall be forwarded to the Secretary of State, the Clerk of Court and Ex-Officio Parish Custodian of Voting Machines in and for the Parish of Tangipahoa, State of Louisiana and the Registrar of Voters in and for said Parish, as notification of the Election herein called in order that each may prepare for said Election and perform their respective functions as required by law.

SECTION 8. Estimated Collections. Pursuant to La. R.S. 18:1284(c), an estimated \$3,500.00 is reasonably anticipated at this time to be collected from the levy of the Tax for an entire year.

SECTION 9. Application to State Bond Commission. Application be and the same is hereby formally made to the State Bond Commission for consent and authorization to hold the special proposition Election in the District, as previously specified herein, said Election to be held within the District on Saturday, October 14, 2023, and in the event the aforesaid proposition is carried for consent and authorization to levy and collect the Tax provided for by said proposition in the amount, for the purpose and for the number of years herein specified; and that a certified copy of this Resolution will be forwarded to the State Bond Commission on behalf of the Governing Authority, together with a letter requesting the prompt consideration and approval of such application.

SECTION 10. Additional Notice Requirement. This Governing Authority made the announcement with respect to this Resolution required by La. R.S. 42:19.1, at its public meeting on Monday, April 10, 2023 and published said announcement in the Official Journal on Thursday, April 13, 2023. Such announcement was also transmitted via email to State Senators and Representatives on Tuesday, April 11, 2023.

On motion by _____ and seconded by _____, the foregoing Resolution was hereby declared adopted on this the 8th day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge, Clerk
Tangipahoa Parish Council

David P. Vial, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

EXHIBIT A

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a Resolution adopted on May 8, 2023, by the Parish Council of the Parish of Tangipahoa, State of Louisiana (the “**Governing Authority**”), acting as the governing authority of Road Lighting District No. 1 of the Parish of Tangipahoa, Louisiana (the “**District**”), NOTICE IS HEREBY GIVEN that a special election will be held in the District on SATURDAY, OCTOBER 14, 2023, and that at said election there will be submitted to all registered voters of the District, qualified and entitled to vote at said election under the Constitution and laws of the State of Louisiana and the Constitution of the United States of America, the following proposition, to wit:

PROPOSITION

Shall Road Lighting District No. 1 of the Parish of Tangipahoa, Louisiana (the “District”) be authorized to renew the levy and collection of a two (2) mill ad valorem tax on all property subject to taxation in the District (an estimated \$3,500.00 reasonably expected at this time to be collected from the levy of the tax for an entire year) (the “Tax”), for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of providing and maintaining electric lights on the streets, roads, highways and public places in the District?

The special election will be held in at the following polling places situated in the District, and which polls will open at 7:00 a.m. and close at 8:00 p.m. on SATURDAY, OCTOBER 14, 2023, in compliance with the provisions of Section 541 of Title 18 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 18:541). The Commissioners-in-Charge and the Commissioners authorized to be selected by the Parish Board of Election Supervisors at the special election on SATURDAY, OCTOBER 14, 2023, are hereby designated as the Commissioners-in-Charge and the Commissioners to serve at the following described polling places designated for this election, to-wit:

<u>PRECINCT</u>	<u>POLLING PLACE</u>
00/149A (PART OF)	Ponchatoula Fire Station #3 - 40015 Morgan Dr., Ponchatoula
00/151 (PART OF)	Vinyard Elementary School - 40105 Dunson Rd., Ponchatoula

The polling places set forth above and situated in the District, be and the same are hereby designated as the polling places at which to hold the special election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

A portion of the monies collected from the Tax shall be remitted to certain state and statewide retirement systems in accordance with the provisions of Subtitle 1 of Title 11 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 11:82).

In accordance with La. R.S. 18:1285(A)(1)(a)(v), the estimated cost of holding the election will be \$1,000.00.

The said special election will be held in accordance with the applicable provisions of Chapters 5 and 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority as applicable thereto, and the officers appointed to hold the said election, or such substitutes therefor as may be selected and designated in compliance with law, will make due returns thereof to the Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the Tangipahoa Parish Gordon A. Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, on MONDAY, NOVEMBER 13, 2023 at 5:30 p.m., and will then and there in open and public session, proceed to examine and canvass the returns and declare the result of the special election. All registered voters residing in the District are entitled to vote at said special election and voting machines will be used in connection therewith.

THUS DONE AND SIGNED at Amite, Louisiana, on this, the 8th day of May, 2023.

ATTEST:

David P. Vial, Chairman
Tangipahoa Parish Council

Jill DeSouge, Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

I, the undersigned Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of Road Lighting District No. 1 of the Parish of Tangipahoa, Louisiana (the “*Governing Authority*”), do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by the Governing Authority on May 8, 2023, ordering and calling a special election to be held in Road Lighting District No. 1 of the Parish of Tangipahoa, Louisiana (the “*District*”) on Saturday, October 14, 2023, for the purpose of authorizing the renewal of the levy and collection of a two (2) mills ad valorem tax on all property subject to taxation within the boundaries of the District, for a period of ten (10) years, beginning with the year 2025 and ending with the year 2034, for the purpose of providing and maintaining electric lights on the streets, roads, highways and public places in the District; and further making application to the State Bond Commission for consent and authorization to hold the aforesaid election; and further providing for other matters in connection therewith.

I further certify that this Resolution has not been amended or rescinded.

IN WITNESS WHEREOF, I have subscribed my official signature as Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as governing authority of the District, on this, the 8th day of May, 2023.

Jill DeSouge, Clerk
Tangipahoa Parish Council

T.P. Resolution No. R23-17

A Resolution granting approval to Ponchatoula Area Recreation District No. 1 of the Parish of Tangipahoa, State of Louisiana (the "*District*"), to call and hold an election on Saturday, October 14, 2023, to authorize the renewal of the levy and collection of a ten (10) mill ad valorem tax for a period of ten (10) years, beginning with the year 2026 and ending with the year 2035, for the purpose of acquiring, constructing, improving, maintaining and/or operating recreational facilities and activities in and for the District; and further providing for other matters in connection therewith.

WHEREAS, Ponchatoula Area Recreation District No. 1 of the Parish of Tangipahoa, State of Louisiana (the "*District*") adopted a Resolution on April 20, 2023, ordering and calling a special election to be held in the District on Saturday, October 14, 2023, to authorize the renewal of the levy and collection of a ten (10) mill ad valorem tax for a period of ten (10) years, beginning with the year 2026 and ending with the year 2035, for the purpose of acquiring, constructing, improving, maintaining and/or operating recreational facilities and activities in and for the District (the "*Tax*"), all in the manner conferred by Article VI, Section 32 of the Constitution of the State of Louisiana of 1974, as amended, La. R.S. 33:4566 and the applicable provisions of Chapters 6 and 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "*District Resolution*"), a copy of which is on file with the Parish Council of the Parish of Tangipahoa, State of Louisiana, as governing authority of the Parish of Tangipahoa, State of Louisiana (the "*Parish Council*");

WHEREAS, the District has made application to the Parish Council for approval to call and hold such election on Saturday, October 14, 2023, as more fully set forth in the District Resolution;

WHEREAS, Article VI, Section 15 of the Louisiana Constitution of 1974, as amended, and Section 1415 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, grants power to the Parish Council to approve any proposal submitted by the District to levy taxes;

NOW, THEREFORE, BE IT RESOLVED by the Parish Council, as the governing authority of the Parish of Tangipahoa, State of Louisiana, that:

SECTION 1. Pursuant to a request submitted to this Parish Council by the District, approval is hereby granted to the District to call and hold an election on Saturday, October 14, 2023, to authorize the renewal of the levy and collection of a ten (10) mills ad valorem tax for a period of ten (10) years, beginning with the year 2026 and ending with the year 2035, for the purpose of acquiring, constructing, improving, maintaining and/or operating recreational facilities and activities in and for the District (the "*Tax*"), in the manner conferred Article VI, Section 32 of the Constitution of the State of Louisiana of 1974, as amended, La. R.S. 33:4566 and the applicable provisions of Chapters 6 and 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority and as more fully set forth in the District Resolution.

SECTION 2. In the event the foregoing proposition passes, approval, consent and authority are hereby granted to the District to levy and collect the Tax described in Section 1 hereof.

SECTION 3. This approval is granted in compliance with the provisions of Article VI, Section 15 of the Louisiana Constitution of 1974, as amended, and Section 1415 of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

SECTION 4. This Resolution shall take effect immediately.

[Remainder of this page intentionally left blank]

On motion by _____ and seconded by _____, the foregoing Resolution was hereby declared adopted on this the 8th day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

David P. Vial, Chairman
Tangipahoa Parish Council

Jill DeSouge, Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

I, the undersigned Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana (the “*Governing Authority*”), do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by the Governing Authority on May 8, 2023, granting approval to Ponchatoula Area Recreation District No. 1 of the Parish of Tangipahoa, State of Louisiana (the “*District*”), to call and hold an election on Saturday, October 14, 2023, to authorize the renewal of the levy and collection of a ten (10) mill ad valorem tax for a period of ten (10) years, beginning with the year 2026 and ending with the year 2035, for the purpose of acquiring, constructing, improving, maintaining and/or operating recreational facilities and activities in and for the District; and further providing for other matters in connection therewith.

I further certify that this Resolution has not been amended or rescinded.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish Council of the Parish of Tangipahoa, State of Louisiana on this 8th day of May, 2023.

Jill DeSouge, Clerk
Tangipahoa Parish Council

(SEAL)



Daniel Edwards
SHERIFF & EX-OFFICIO TAX COLLECTOR

Dennis Pevey
Chief Criminal Deputy

April 24, 2023

Tangipahoa Parish Council
P.O. Box 215
Amite, LA 70422

Dear Tangipahoa Parish Council Members:

The following has applied for a liquor license through the Tangipahoa Parish Sheriff's Office:

Business Name and Physical Location:

Hammond Food Mart Enterprises, Inc.

43195 S. Range Road

Hammond, LA 70403

License Type:

Class A Beer (On Premise)

Class B Beer (Package Only)

Class A/B Liquor

The applicant has **completed** all paperwork requirements set forth under the Tangipahoa Parish Council Code of Ordinances governing Occupational Licenses in the Parish of Tangipahoa. Attached is the applicant's paperwork for your review.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Carlos Notariano".

Carlos Notariano
TPSO Compliance Officer

/abj
Enclosures