**PUBLIC NOTICE** - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, May 11, 2020 Immediately Following the Public Hearing Held At 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985) 748-3211

**PUBLIC HEARING** - Notice Is Hereby Given That a Public Hearing Will Be Held by The Tangipahoa Parish Council on Monday, May 11, 2020 at 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following:

T.P. Ordinance No. 20-09- An ordinance placing 10 MPH speed limit signs in Scarlett Glen Subdivision in District No. 9 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20

Tangipahoa Parish Council
Tangipahoa Parish Government Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
May 11, 2020

#### **CALL TO ORDER**

#### **INVOCATION**

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

#### ROLL CALL

**CELL PHONES** - Please Mute or Turn Off

ADOPTION OF MINUTES - Regular meeting dated April 27, 2020

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

#### PARISH PRESIDENT'S REPORT

- 1. Approval of an Intergovernmental Agreement by and between the Tangipahoa Parish Government and Tangipahoa Parish Water District Purchase of Generator for Manchac Pump
- 2. Approval of a Cooperative Endeavor Agreement by and Between Tangipahoa Parish Government and Tangipahoa Parish Hospital District No. 2 (Hood Memorial Hospital)
- 3. Approval of Change Order No. 1- Phase 21 Overlay Project
- 4. Approval of Change Order No. 1- Tangipahoa Overlay Program No. 2 FY 2019
- 5. Authorization to Seek Bids for the Kentwood Library
- 6. Fair Housing Month Proclamation
- 7. National Hospital Week Proclamation

#### **REGULAR BUSINESS**

- 8. Approval for Hospital Service District No. 1 (North Oaks) to Accept Paycheck Protection Program Funds from the Small Business Administration
- 9. Approval for Hospital Service District No. 2 (Hood Memorial) to Accept Paycheck Protection Program Funds from the Small Business Administration
- Adoption of T.P. Ordinance No. 20-09- An ordinance placing 10 MPH speed limit signs in Scarlett Glen Subdivision in District No. 9 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
- 11. Introduction of T.P. Ordinance No. 20-10- An ordinance amending Chapter 14, section 14-3C- No wake zones, of the Tangipahoa Parish Code of Ordinances
- 12. Introduction of T.P. Ordinance No. 20-11- A variance to T.P. Ordinance No. 12-42 (regulating automobile/vehicle impound facilities, automobile/vehicle salvage facilities, and recycling facilities)- Sections 13-225 D, 13-227 B, and 13-227 C2 and C6 at 27094 Highway 22, Bedico, Louisiana for Mr. Aaron Coyne of Aaron's Towing and Recovery
- 13. Adoption of T.P. Resolution No. R20-08- A resolution of the Tangipahoa Parish Council for LGAP and CWEF authorized signature card
- 14. Adoption of T.P. Resolution No. R20-09- A resolution authorizing the Parish President to submit and execute grant applications
- Adoption of T.P. Resolution No. R20-10- A resolution approving the Louisiana Department of Transportation and Development sponsored Public Transportation Agency Safety Plan for Tangipahoa Parish

   Page 1 -

- 16. Appoint/Re- Appoint Recreation District No. 3 (Amite Area)
- 17. Appoint/Re-Appoint Tangipahoa Convention and Visitors Bureau
- 18. Appoint/Re-Appoint Ponchatoula Area Recreation District
- 19. Appoint/Re-Appoint Hospital Service District No. 1
- 20. Appoint/Re-Appoint Tangipahoa Library Board of Control
- 21. Appoint/Re-Appoint Tangipahoa Parish Planning Commission
- 22. Discussion of Speed Limit on E. Bell Road- District 2

#### BEER, WINE, AND LIQUOR PERMITS

#### **LEGAL MATTERS**

#### **COUNCILMEN'S PRIVILEGES**

#### **ADJOURN**

Kristen Pecararo Clerk of Council Daily Star

Please Publish May 7, 2020

#### Posted @ T.P. Gordon A. Burgess Governmental Building May 7, 2020

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact <u>Kristen Pecararo</u> at <u>985-748-3211</u> describing the Assistance that is necessary.

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE TANGIPAHOA PARISH GOVERNMENT
AND TANGIPAHOA PARISH WATER DISTRICT

# UNITED STATES OF AMERICA STATE OF LOUISIANA

	This Inter	governmen	tal Agre	emer	nt (IGA	a) is made a	nd ent	tered into this	day
of			2020	by	and	between	the	TANGIPAHOA	PARISH
GOV	'ERNMENT (	Parish), a	political	subo	divisior	of the St	ate of	Louisiana, do	miciled in
Tan	gipahoa Paris	sh, Louisiaı	na, here	in re	preser	nted by the	Tang	ipahoa Parish	President,
Rob	oy Miller, and	d the TANG	SIPAHO	A PAF	RISH V	VATER DIS	TRICT	(the District),	a political
subo	livision of th	e State of	Louisian	a, do	micile	d in Tangip	ahoa	Parish, Louisia	na, herein
repr	esented by it	ts Board Pr	esident,	Bruc	e Bord	lelon.			

The Tangipahoa Parish Government and the Water Board agree as follows:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that for a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in co-operative endeavors with each other, with the United States of America or it agencies or with any public or private association, corporation or individual;

WHEREAS, the Tangipahoa Parish Government and the Board desire to cooperate in the manner as hereinafter provided;

WHEREAS, both the Tangipahoa Parish Government and the Board have a duty and obligation to the citizens of Tangipahoa Parish, Louisiana; and

WHEREAS, the State of Louisiana has approved grant funds to provide to Tangipahoa Parish Government for use in public water equipment improvements; and

WHEREAS, the Tangipahoa Parish Water District located in offices on Morrison Blvd in Hammond, has been designated by the Parish to receive up to \$18,500 in its LGAP grant allocation to purchase a permanent generator to be used for the Manchac water well and storage site; and

WHEREAS, the funding of this grant is reserved for activities outlined in the Tangipahoa Parish Government's approved LGAP application as being related to the project and grant program goals of purchasing essential equipment.

WHEREAS, the actions and services required of the Parish government and the District pursuant to this agreement will result in a public benefit to citizens of Tangipahoa Parish and the Water District , Louisiana as described herein and are not disproportionate to the investment of either the Parish government or the District; and

WHEREAS, this agreement is in the best interests of both the Tangipahoa Parish Government and the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained for the public purpose and the public benefit, the parties hereto each agree and covenants as follows:

#### **SCOPE OF SERVICES**

The Tangipahoa Parish Government agrees and hereby covenants as follows:

The Tangipahoa Parish Government, as the grant recipient for such funds, will provide such generator funds of up to \$18,500 to the District, upon receiving cost quotes and a final invoice.

The District agrees and hereby covenants, and contracts as follows:

The Parish will purchase the approved equipment with grant funds and the District will install the equipment. The District will own and maintain the equipment when completed. The Board further agrees to absolve the Parish government from any liability or responsibility as regards the improvements and will provide photos of the project to the Parish when completed.

#### **ACKNOWLEDGMENT OF RELATIONSHIP**

The parties agree and acknowledge that they are cooperating partners, each with certain duties and responsibilities, in this grant project and that each party will take all necessary and proper actions to assure the success of this project.

#### PROJECT COST EXCEED GRANT FUNDS

In the event that the parties determine that the price and cost of the project will exceed the amount granted for this project, then the District will cover cost overruns. In no case shall the Tangipahoa Parish Government be liable or responsible for any pay for a cost overrun in excess of the project grant funds.

#### **TERM OF AGREEMENT**

This agreement shall begin on the effective date of this IGA and will terminate on the date that the project has been completed and the project approved by the District.

#### **TERMINATION CLAUSE**

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of this IGA provided that the aggrieved party shall give the other party written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the offending party shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the aggrieved party may, at its option, place the other party in default and the agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this agreement; provided that the aggrieved party shall give the other party written notice specifying the other party's failure and a reasonable opportunity for the other party to cure the defect.

#### **OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to one party by the other party shall remain the property of the original owner and shall be returned by the other party to the original owner at the other party's expense at termination or expiration of this agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by either party in connection with the performance of that party's obligation shall become the property of that party and shall, upon request, be returned by other party to the original owner at the termination or expiration of this agreement. The above and foregoing notwithstanding, each party shall be entitled to maintain its own copies of all records, reports, documents or other material related to this agreement.

#### **NONASSIGNABILITY**

Neither party to this agreement shall assign any interest or duty to any third party without the prior written consent of the other.

#### **MEDIATION CLAUSE**

It is agreed to by both parties that the 21<sup>st</sup> Judicial Court shall at all times have both the right and option of mediating this agreement or the terms thereof.

#### **SEVERABILITY**

If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### **ENTIRE AGREEMENT/MODIFICATION**

This agreement contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. This agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

#### **DISCRIMINATION CLAUSE**

The parties agree not to discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

#### LEGAL COMPLIANCE

The parties shall each comply with all federal, state and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics and State procurement standards, in carrying out the provisions of this agreement.

#### REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

#### **NOTICES**

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

Tangipahoa Parish Council-President Government Attn: Robby Miller, President Post Office Box 215 Amite, Louisiana 70422

**Board** 

Attn: Mr. Bruce Bordelon Tangipahoa Parish Water District 46463 N. Morrison Blvd. Hammond, La. 70401

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the date as first written above at Amite, Tangipahoa Parish, Louisiana.

WITNESSES:	TANGIPAHOA PARISH GOVERNMENT
(Print Name)	Robby Miller  Tangipahoa Parish President
	BOARD
(Print Name)	Bruce Bordelon, President Tangipahoa Parish Water District

COOPERATIVE ENDEAVOR
AGREEMENT BY AND BETWEEN
THE TANGIPAHOA PARISH
GOVERNMENT
AND
TANGIPAHOA PARISH HOSPITAL
DISTRICT #2 (HOOD MEMORIAL HOSPITAL)

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

This cooperative endeavor agreement is made and entered into this day
of, 2020 by and between the TANGIPAHOA PARISH
GOVERNMENT (Parish), a political subdivision of the State of Louisiana, domiciled in
Tangipahoa Parish, Louisiana, herein represented by the Tangipahoa Parish President,
Robby Miller, appearing herein pursuant to and by authority of that resolution duly
adopted at a regular meeting of the Tangipahoa Parish Council held on
, 20 and the HOSPITAL DISTRICT #2 (also known as Hood
Memorial Hospital), a political subdivision of the State of Louisiana, domiciled in
Tangipahoa Parish, Louisiana, herein represented by its CEO-Administrator, Mike
Whittington, appearing herein pursuant to and by authority of that resolution duly
adopted at a regular meeting of the Hospital District #2 held on February 24th,
2020.

The Tangipahoa Parish Government and Hospital District #2 agree and contract as follows:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that for a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in co-operative endeavors with each other, with the United States of America or its agencies or with any public or private association, corporation or individual;

WHEREAS, the Tangipahoa Parish Government and the Hospital District #2 desire to cooperate in the manner as hereinafter provided;

WHEREAS, both the Tangipahoa Parish Government and the Hospital District #2 have a duty and obligation to the citizens of Tangipahoa Parish, Louisiana; and

WHEREAS, FEMA and the Louisiana Governor's Office of Homeland Security (GOHSEP), as administrators of the Hazard Mitigation Grant Program (HMGP), have approved a grant to provide to the Tangipahoa Parish Government funds to be used to purchase and install permanent generators for the Hospital District #2 Hood Memorial site in Amite, LA, as indicated in the HMGP application; and

WHEREAS, the <u>Hood Memorial Hospital stand-by generator project</u> has been designated by Hospital District #2 as a project to be improved through this program, using Hospital District #2 funds and HMGP grant funds provided to the Parish for use in this project. This use of these funds for this purpose has been approved by HMGP and

awarded to Tangipahoa Parish for this purpose only, in accordance with the HMGP application; and

WHEREAS, the funding of this grant is reserved for activities or projects outlined in the Tangipahoa Parish Government's approved HMGP 4277 Generator application, as prepared and submitted by the Tangipahoa Parish Government with the aid, assistance and input of the Hospital District #2.

WHEREAS, the public purpose to be derived from this co-operative endeavor agreement is as follows: The Tangipahoa Parish Government, hereinafter sometimes referred to as the Parish Government, will, through this aforesaid grant, work together with the Hospital District #2 to accomplish the objectives set out for this project and will cooperate with the Parish government in accomplishing the purpose.

WHEREAS, the actions and services required of the Parish Government and the Hospital District #2 pursuant to this agreement will result in a public benefit to citizens of Tangipahoa Parish and Hospital District #2, in Amite, Louisiana, as described herein and are not disproportionate to the investment of either the Parish government or the Hospital District #2; and

WHEREAS, this agreement is in the best interests of both the Tangipahoa Parish Government and the Hospital District #2.

NOW THEREFORE, in consideration of the mutual contracts, covenants and agreements herein contained, the legal obligation, the public purpose and the public benefit, the parties hereto each agree, contract and covenant as follows:

#### SCOPE OF SERVICES

The Tangipahoa Parish Government agrees and hereby covenants, and contracts as follows:

The Tangipahoa Parish Government, as the grant recipient, will coordinate with the Hospital District to provide for the proper equipment and installation thereof, and will handle the bidding of the project in accordance with public procurement standards, within the limits of the funding and scope provided from GOHSEP/FEMA for this project, and with the express understanding that the Hospital District #2 shall continue to own and maintain the generator improvements made herein with these funds. The Parish will provide the required quarterly reports to the State GOHSEP office and will handle the requisition of State funds to pay for the project in accordance with contracted amounts. The Parish will process any equipment and/or construction invoices that are within the approved project budget.

The Hospital District #2 agrees and hereby covenants, and contracts as follows:

The Hospital District #2 agrees to provide review assistance in all phases of this project and will cooperatively work together with the Parish to accomplish the objectives of the project. The Hospital District #2 will maintain the equipment when completed. Hospital

District #2 also herein and hereby acknowledges that it will review and approve the plans and specifications for the project before bids or price quotes are obtained by the Parish. The Hospital District #2 will cooperate with the Parish to obtain the necessary bids and specifications for this project. The Hospital District #2 will provide the minimum 25% local match required by the project and will deposit such matching funds in an escrow account with Tangipahoa Parish for use during the project. In addition to the inspection done by the Parish, the Hospital District #2 will also be responsible for their own inspection and acceptance of the proposed equipment and the installation project before final payment of the approved equipment and installation. The Hospital District #2 further agrees to absolve the Parish government from any liability or responsibility as regards to the equipment, installation, and improvements provided herein but reserves all rights of recovery against the vendor and/or contractors in the event of any sub-standard performance or work. The District, working with the Parish, also agrees to abide by any and all federal and state regulations and policies that are part of this grant program. This includes, but is not limited to, bidding and procurement standards, NEPA environmental review requirements, applicable labor standards, equal opportunity, and other federal and state standards that are applicable. The Hospital District #2 agrees to pay the costs of any charges or fees for this project that exceed the HMGP budget approved by the State GOHSEP and FEMA.

The parties hereto, being the Tangipahoa Parish Government <u>and</u> the Tangipahoa Parish Hospital District #2, shall each be informed by the grant project manager when the project is substantially complete. This project shall only receive final approval after a final inspection of the required work by representatives of both the Parish and the Hospital District #2. Before final payment of equipment or installation-construction work and reimbursement by the Parish, the contractor must obtain approval from the Parish government.

#### **ACKNOWLEDGMENT OF RELATIONSHIP**

The parties agree and acknowledge that they are cooperating partners, each with certain duties and responsibilities, in this grant project and that each party will take all necessary and proper actions to assure the success of this project. Should either party learn of any problem or deficiency with the project being performed or the manner that the project is administered, that party shall notify the other as quickly as reasonably possible of any potential problem.

#### PROJECT COST EXCEED GRANT FUNDS

In the event that the parties determine that the price and cost of the project will exceed the amount granted for this project, then the Parish shall give notice to the Hospital District #2 of this projected cost overrun and the Hospital District #2 shall be given an opportunity to agree to pay these additional cost overruns. If the Hospital District #2 does not elect to pay this cost overrun then the project will be down-scaled to utilize the funds available, change orders or fees will not be approved, or the subject grant will be rejected. In no case shall the Tangipahoa Parish Government be liable or responsible for payment for a cost overrun in excess of the project grant funds.

#### TERM OF AGREEMENT

This agreement shall begin on the effective date of this cooperative endeavor agreement and terminate on the date that the project has been completed and the final payment is made.

#### **TERMINATION CLAUSE**

Either party may terminate this agreement for cause based upon the failure of the other party to comply with the terms and/or conditions of the Agreement provided that the aggrieved party shall give the other party written notice specifying the other party's failure. If within thirty (30) days after receipt of such notice, the offending party shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the aggrieved party may, at its option, place the other party in default and the Agreement shall terminate on the date specified in such notice. Either party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the other party to comply with the terms and conditions of this Agreement; provided that the aggrieved party shall give the other party written notice specifying the other party's failure and a reasonable opportunity for the other party to cure the defect.

#### **OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to one party by the other party shall remain the property of the original owner (the Parish) and shall be returned by the other party to the original owner at the other party's expense at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by either party in connection with the performance of that party's obligation shall become the property of that party and shall, upon request, be returned by other party to the original owner at the termination or expiration of this Agreement. The above and foregoing notwithstanding, each party shall be entitled to maintain its own copies of all records, reports, documents or other material related to this agreement.

#### <u>NONASSIGNABILITY</u>

Neither party to this agreement shall assign any interest or duty to any third party without the prior written consent of the other.

#### **AUDITORS CLAUSE**

It is agreed to by both parties that the Louisiana Legislative Auditor and/or the LA GOHSEP or FEMA auditors shall at all times have both the right and option of auditing this agreement or the terms thereof.

#### INDEMNIFICATION

The parties shall indemnify and save harmless each other against any and all

claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include reasonable attorney fees and costs of litigation, including but not limited to attorney fees.

#### LITIGATION BETWEEN THE PARTIES

In the event that either party brings an action against the other to enforce a right or obligation of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs.

#### **SEVERABILITY**

If any term, covenant, condition or provision of this agreement or the application thereof to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and each such term, covenant, condition and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### ENTIRE AGREEMENT/MODIFICATION

This agreement contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. This agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

#### **DISCRIMINATION CLAUSE**

The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the State/City/OPS agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The parties further agree not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by a party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement by the other party or parties.

#### CONTROLLING LAW

The valid interpretation and performance of this agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

#### LEGAL COMPLIANCE

The parties shall each comply with all federal, state and local laws and regulations, including specifically the Louisiana Code of Governmental Ethics in carrying out the provisions of this agreement.

#### REMEDIES FOR DEFAULT

In addition to any remedy provided for herein, in the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana.

#### **NOTICES**

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

Tangipahoa Parish Government Attn: Robby Miller, President and/or Melissa R. Cowart, Director of Accounting Post Office Box 215 Amite, Louisiana 70422

Tangipahoa Parish Hospital District #2
Attn: Mike Whittington, CEO
301 Walnut St.
Amite, LA 70422

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on the date as first written above at Amite, Tangipahoa Parish, Louisiana.

WITNESSES:	TANGIPAHOA PARISH GOVERNMENT
(Print Name and Signature )	Robby Miller  Tangipahoa Parish President
Whitney Jones	HOSPITAL DISTRICT #2 (Hood)
(Print Name and Signature)	Mike Whittington, CEO

Page 6 of 6

	PHASE 21 Tangipahoa	Parish Overlay Program																			
	Quantity Summary																				
									Addtional	ITEM NO	Item No 301	Item No 303	Item No 303	Item No 303	Item No 501-	Item No 501-	Item No	Item No 509	Item No 732-	Item No 732-	
									square yards for turnouts,	203	(01) Sub-Base	(01) Soil	(01) A Soil	(01) A Soil	01 Asphaltic	01 (P)	507-01	(01) Cold	02 Plastic	03 Plastic	
									for turnouts, cul de sacs,		Material A-4	Cement 8"	Cement 10"	Cement 12"	Concrete	Asphaltic	Asphalt	Planing	Pavement	Pavement	
									and or	(05) Shoulder	_	Depth 6%	Depth 8%	Depth 10%		Concrete	Surface Treatment	Asphaltic	Striping	Striping	
									turnarounds	Material	better	Cement	Cement	Cement		Patching	(3CST)	Concrete 2"	(Solid)	(Broken)	
	District ROAD NAME	From	To	Surface Treatment	Length(ft)	Length(mi)	Width(ft)	SQ Yards	SQ Yards	Lin. Ft.	Cubic Yards	SQ Yards	SQ Yards	SQ Yards	Tons	Tons	SQ Yards	"+ or • SQ Yard"	Miles	Miles	Total C
	3 Course Roads																				
Quantity	9 E. Brickyard Rd.	N. 11th St.	End	3 Course	603.00	0.11	13.00	871.00		1206.00		871.00					871.00				
Cost	9 E. Brickyard Rd.	N. 11th St.	End	3 Course	603.00	0.11	13.00	871.00		\$12.06		\$4,355.00					\$5,226.00				\$9,59
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#### 04/21/20



**PROJECT**: Tangipahoa Overlay Program #2 FY 2019

Parish: Tangipahoa

**Description:** Patching / Subbase / Mill and Overlay / Shoulder Widening / Striping

Re: REVISED - Request for Change Order # 1 - Unforeseen Patch during Milling and Paving

Attn: Nationwide

The bid price for patching was based on an approved project schedule that had all the identified patching / subbase work occurring prior to the milling and asphalt overlay and performing several patches at a time. The reason why the patching was scheduled prior to milling and paving was to perform multiple patches in a shift, allow the patches time to cure for 5 days, and also to mill the patches with the roadway and pave over them in a single mobilization which provides for the smoothest and cleanest tie-ins. Prior to milling on Monday, 03/16/20, it was everyone's understanding that all the patching had been completed, which was why no patching pricing was provided to Nationwide for this project.

However, after milling on Monday 03/16/20, we exposed an area roughly 6' x 34' x 11" deep that had an unforeseen failed subbase not noticeable prior to milling. Due to the location of this failure being in a turning radius of an intersection that is exposed to additional lateral loads, the 5 day cure time could not be waived. This created not only an additional mobilization of a removal crew, but also an additional mobilization to pave a small qty of asphalt after the mainline paving had already been completed.

We are requesting an additional pay item be added as a change order for this patch because we believe this work was unforeseen and out of scope with how this project was bid and scheduled. The total tonnage of asphalt used on the patch was 28.35 tons at a unit price of \$225.00/ton, for a total of \$6,365.86. I've included the breakdown of the unit price for subcontractor, Diamond B that was provided to Coastal Contractors prior to installing the patch. Even though CC does have additional overhead and traffic control cost, we will not be billing NW for that.

I've included two pictures of the area referenced above, one of the failure exposed after the milling and one after the patch was performed prior to the second asphalt paving mobilization.



Devon Overall

Agreed By:

Coastal Contractors, Inc.

Nationwide

Thank you,



#### **Extra Work Summary**

 Project:
 Tangipahoa #2 2019 Kraft
 Date:
 3/18/2020

Patching

<u>Labor &amp; Burden</u>	<u>Number</u>	<u>Shifts</u>	Total Hours	Pa	y Rate	OT Factor	<u>Burden</u>	Tot	tal Dollars
Crew Forman	1.00	1.00	6.00	\$	26.00	16.70%	45.80%	\$	265.43
Common Laborer	2.00	1.00	12.00	\$	12.00	16.70%	45.80%	\$	245.01
Skilled Laborer	2.00	1.00	12.00	\$	14.00	16.70%	45.80%	\$	285.85
Flagman	2.00	1.00	12.00	\$	12.00	16.70%	45.80%	\$	245.01
Operator Class 1	2.00	1.00	12.00	\$	15.50	16.70%	45.80%	\$	316.48
Operator Class 2	1.00	1.00	6.00	\$	17.50	16.70%	45.80%	\$	178.66
	-	-	-	\$	-	16.70%	45.80%	\$	-
	-	-	-	\$	-	0.00%	0.00%	\$	-
	-	-		\$	-	0.00%	0.00%	\$	-
	-	-		\$	-	0.00%	0.00%	\$	-
		Subtotal						\$	1,536.44
		Allowable	e 15%					\$	230.47
		Total Lab	or & Burden					\$	1,766.91

<u>Equipment</u>	<u>Number</u>	<u>Shifts</u>	Total Hours	Rate	To	tal Dollars
Rubber tired Backhoe	1.00	1.00	2.50	\$ 34.00	\$	85.00
Broom	1.00	1.00	2.50	\$ 27.00	\$	67.50
Pick Up	3.00	1.00	18.00	\$ 15.00	\$	270.00
Steel wheel Roller	1.00	1.00	2.50	\$ 84.00	\$	210.00
Trackhoe 200 Series	1.00	1.00	5.00	\$ 110.00	\$	550.00
	-	-	-	\$ -	\$	-
		Subtotal			\$	1,182.50
		Allowable 1	15%		\$	177.38
		Total Equip	oment		\$	1,359.88

<u>Materials</u>	<u>Units</u>		Unit Cost w/ Tax	Tot	al Dollars
Type 3 wearing PG 64-22	28.35	\$ -	\$ 55.00	\$	1,559.25
	-	\$ -	\$ -	\$	-
	-	\$ -	\$ -	\$	-
	-		\$ -	\$	-
	-		\$ -	\$	-
		Subtotal		\$	1,559.25
		Allowabl	e 15%	\$	233.89
		Total Ma	terials	\$	1,793.14

<u>Subcontractors</u>	<u>Units</u>	<u>Unit Cost w/ Tax</u>	<u>Total Dollars</u>
Truck haul	6.00	\$ 75.00	\$ 450.00
Lowboy	6.00	\$ 140.00	\$ 840.00
	-	\$ -	\$ -
	-	\$ -	\$ -
	-	\$ -	\$ -
		Subtotal	\$ 1,290.00
		Allowable 10 %	\$ 129.00
		Total Subcontractor	\$ 1,419.00

Total Labor & Burden		\$ 1,766.91
Total Equipment		\$ 1,359.88
Total Materials		\$ 1,793.14
Total Subcontractor		\$ 1,419.00
SUBTOTAL		\$ 6,338.92
P&P Bond - 0.425%		\$ 26.94
TOTAL PRICE		\$ 6,365.86
per ton	D 40	28.25
Unit Price	- Page 16 -	\$ 225.00

#### FAIR HOUSING MONTH

WHEREAS,	•	Year Anniversary of the passage of the t: Title VIII of the Civil Rights Act of 1968;
WHEREAS,	-	occasion for all Americans, individually and the themselves to the principle of freedom from whenever it exists; and
WHEREAS,	this law guarantees for ea freely choosing a home;	ach citizen the critical, personal element of and
WHEREAS,	implementation of the l	s been passed by the State of Louisiana, and aw requires the positive commitment, t of each of our citizens; and
WHEREAS,	financing of dwellings, a	ohibits discrimination in the sale, rental and nd in other housing-related transactions, based ex, national origin, disability, familial status or
WHEREAS,		e rights and limit the options of any citizen to ill ultimately diminish the rights and limit the
WHEREAS,	of Tangipahoa Parish, tha	mmitment and support from all of our residents at barriers to the enjoyment of this and the other portunity for all be removed;
		ish President in conjunction with Tangipahoa nonth of May, 2020 as Fair Housing Month in
		witness whereof I have hereunto set my hand and used the seal of this Parish to be Affixed.
	А	ttest

#### T. P. RESOLUTION NO. R-20-12

- A RESOLUTION APPROVING THE INCURRING OF AN INDEBTEDNESS IN AN AMOUNT NOT EXCEEDING EIGHT MILLION FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$8,430,000) IN THE FORM OF A LOAN THROUGH THE PAYCHECK PROTECTION PROGRAM OF THE U.S. SMALL BUSINESS ADMINISTRATION, AND OTHER MATTERS RELATED THERETO.
- WHEREAS, the Board of Commissioners of Hospital Service District No. 1 of the Parish of Tangipahoa, State of Louisiana (the "Board"), acting as the governing authority of Hospital Service District No. 1 of the Parish of Tangipahoa, State of Louisiana (the "District") on its own behalf and in connection with certain limited liability companies that the District is the sole member of, proposes to incur an indebtedness in an amount not exceeding Eight Million Four Hundred Thirty Thousand Dollars (\$8,430,000) in the form of a loan through the Paycheck Protection Program of the U.S. Small Business Administration, for the purpose of funding salaries and other operating expenses in the current year; and
- **WHEREAS**, the Board of the District has requested that this Parish Council, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana, give its consent and authority for the District to incur the indebtedness; and
- WHEREAS, the Paycheck Protection Program Loan will be issued through the Paycheck Protection Program of the U.S. Small Business Administration (the "PPP Loan"), both pursuant to and under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority; and
- **WHEREAS**, the Parish Council has been provided with a certified copy of the proceedings adopted by the Board of the District giving approval to the issuance of the PPP Loan and making application to the State Bond Commission in connection therewith; and
- **WHEREAS**, as required by Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, it is now the desire of this Parish Council to approve the PPP Loan;
- **THEREFORE, BE IT RESOLVED** by the Tangipahoa Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana, that:

SECTION 1. In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Hospital Service District No. 1 of the Parish of Tangipahoa, State of Louisiana, this Parish Council hereby approves to borrow through the Paycheck Protection Program of the U.S. Small Business Administration a total principal amount of not exceeding Eight Million Four Hundred Thirty Thousand Dollars (\$8,430,000). Any amount received by the Issuer pursuant to the PPP Loan that is not forgiven shall mature no later than December 31, 2022 at a rate not exceeding one percent (1%) per annum, and to be secured by and payable from a pledge of the available revenues accruing to the District, after payment of debt service on its outstanding bonds, in accordance with Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, all in accordance with the provisions of the Resolution.

<b>SECTION 2</b> . The PPP Lo	ans are solely the obligations of the District and its limited liabili	ty
companies and not the Parish of Tang	gipahoa, any political subdivision thereof, or this Parish Council. The	ıe
Parish of Tangipahoa and this Parish	h Council shall not be liable in any manner for the payment of sa	id
outstanding PPP Loans, and no fund	s of the Parish or this Parish Council shall be pledged to the payme	nt
thereof.		
On motion by	and seconded by, tl	ne
foregoing resolution was hereby adop	oted on this, the 11th day of May, 2020, by the following roll-call vot	e:
YEAS:		
NAYS:		
ABSENT:		
NOT VOTING:		
ATTEST:		
Kristen Pecararo, Clerk of Council Tangipahoa Parish Council	Carlo S. Bruno, Chairman Tangipahoa Parish Council	_
-	Robby Miller President, Tangipahoa Parish	

#### STATE OF LOUISIANA

#### PARISH OF TANGIPAHOA

I, the undersigned Clerk of the Tangipahoa Parish Council of the Parish of Tangipahoa, State of Louisiana, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Parish Council on May 11, 2020, approving the issuance of not exceeding Eight Million Four Hundred and Thirty Thousand Dollars (\$8,430,000) of Hospital Service District No. 1 of the Parish of Tangipahoa, State of Louisiana Hospital Revenue Notes (North Oaks Health System Project), in one or more series.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish at Amite, Louisiana, on this 11<sup>th</sup> day of May, 2020.

(SEAL)	Clerk of the Council

#### T. P. RESOLUTION No. R-20-11

- A RESOLUTION APPROVING THE INCURRING OF AN INDEBTEDNESS IN AN AMOUNT NOT EXCEEDING ONE MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND SEVENTY-TWO DOLLARS (\$1,838,072) IN THE FORM OF A LOAN THROUGH THE PAYCHECK PROTECTION PROGRAM OF THE U.S. SMALL BUSINESS ADMINISTRATION, AND OTHER MATTERS RELATED THERETO.
- WHEREAS, the Board of Commissioners of Hospital Service District No. 2 of the Parish of Tangipahoa, State of Louisiana (the "Board"), acting as the governing authority of Hospital Service District No. 2 of the Parish of Tangipahoa, State of Louisiana (the "District") on its own behalf and in connection with certain limited liability companies that the District is the sole member of, proposes to incur an indebtedness in an amount not exceeding One Million Eight Hundred Thirty-Eight Thousand Seventy-Two Dollars (\$1,838,072) in the form of a loan through the Paycheck Protection Program of the U.S. Small Business Administration, for the purpose of funding salaries and other operating expenses in the current year; and
- **WHEREAS**, the Board of the District has requested that this Parish Council, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana, give its consent and authority for the District to incur the indebtedness; and
- WHEREAS, the Paycheck Protection Program Loan will be issued through the Paycheck Protection Program of the U.S. Small Business Administration (the "PPP Loan"), both pursuant to and under the authority conferred by Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority; and
- **WHEREAS**, the Parish Council has been provided with a certified copy of the proceedings adopted by the Board of the District giving approval to the issuance of the PPP Loan and making application to the State Bond Commission in connection therewith; and
- **WHEREAS**, as required by Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, it is now the desire of this Parish Council to approve the PPP Loan;
- **THEREFORE, BE IT RESOLVED** by the Tangipahoa Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Parish of Tangipahoa, State of Louisiana, that:

SECTION 1. In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Hospital Service District No. 2 of the Parish of Tangipahoa, State of Louisiana, this Parish Council hereby approves to borrow through the Paycheck Protection Program of the U.S. Small Business Administration a total principal amount of not exceeding One Million Eight Hundred Thirty-Two Thousand Seventy-Two Dollars (\$1,838,072). Any amount received by the Issuer pursuant to the PPP Loan that is not forgiven shall mature no later than December 31, 2022 at a rate not exceeding one percent (1%) per annum, and to be secured by and payable from a pledge of the available revenues accruing to the District, after payment of debt service on its outstanding bonds, in accordance with Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, all in accordance with the provisions of the Resolution.

<b>SECTION 2</b> . The PPP Lo	ans are solely the obligations of the District and its limited liabil	lity
companies and not the Parish of Tang	gipahoa, any political subdivision thereof, or this Parish Council. T	i'he
Parish of Tangipahoa and this Parish	h Council shall not be liable in any manner for the payment of s	aid
outstanding PPP Loans, and no fund	s of the Parish or this Parish Council shall be pledged to the payme	ent
thereof.		
On motion by	and seconded by, the forego	ing
resolution was hereby adopted on thi	s, the 11th day of May, 2020, by the following roll-call vote:	
YEAS:		
NAYS:		
ABSENT:		
NOT VOTING:		
ATTEST:		
Kristen Pecararo, Clerk of Council Tangipahoa Parish Council	Carlo S. Bruno, Chairman Tangipahoa Parish Council	
-	Robby Miller	
	President, Tangipahoa Parish	

#### STATE OF LOUISIANA

#### PARISH OF TANGIPAHOA

I, the undersigned Clerk of the Tangipahoa Parish Council of the Parish of Tangipahoa, State of Louisiana, do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Parish Council on May 11, 2020, approving the issuance of not exceeding One Million Eight Hundred Thirty-Two Thousand Seventy-Two Dollars (\$1,838,072) of Hospital Service District No. 2 of the Parish of Tangipahoa, State of Louisiana Hospital Revenue Notes (Hood Memorial Hospital), in one or more series.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Parish at Amite, Louisiana, on this 11<sup>th</sup> day of May, 2020.

(SEAL)	Clerk of the Council

#### T.P. Ordinance No. 20-09

AN ORDINANCE PLACING 10 MPH SPEED LIMIT SIGNS IN SCARLETT GLENN SUBDIVISION IN DISTRICT NO. 9 IN TANGIPAHOA PARISH IN ACCORDANCE WITH CHAPTER 20, STREETS, ROADS, SIDEWALKS AND DRAINAGE - ARTICLE I, IN GENERAL - SECTION 20-16

**BE IT ORDAINED** by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, as follows:

1) 10 MPH Speed Limit signs in Scarlett Glenn Subdivision in District No. 9

in Accordance with Chapter 20, Streets, Roads, Sidewalks and Drainage - Article I, in General - Section 20-16.

**BE IT FURTHER ORDAINED** that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

The above and foregoing ordinance having been duly submitted to the Tangipahoa Parish Council in writing; introduced at a public meeting of the Tangipahoa Parish Council; discussed at the said public hearing; after motion and second was submitted to the official vote of the Tangipahoa Parish Council. and seconded by resolution was hereby declared adopted on this the 11th day of May, 2020 by the following roll-call vote: YEAS: NAYS: **ABSENT: NOT VOTING: ATTEST:** Kristen Pecararo Carlo Bruno Clerk of Council Chairman Tangipahoa Parish Council Tangipahoa Parish Council INTRODUCED: April 27, 2020 PUBLISHED: May 7, 2020 DAILY STAR OFFICIAL JOURNAL ADOPTED: May 11, 2020 DELIVERED TO PRESIDENT: \_\_\_\_\_ day of May, 2020 at\_\_\_\_ APPROVED BY PRESIDENT: \_\_ Robby Miller Date VETOED BY PRESIDENT: Robby Miller Date RECEIVED FROM PRESIDENT: \_\_\_\_\_day of May, 2020 at \_\_\_\_\_

#### T.P. ORDINANCE NO. 20-10

CODE OF ORDINANCES, TANGIPAHOA PARISH, LOUISIANA, IS HEREBY AMENDED BY ADDING A NEW LOCATION TO SECTION 14-3(C) OF THE NO WAKE ZONE, WHICH SECTION READS AS FOLLOWS:

"In addition to other areas which may be hereinafter designated as a no wake zone or idle no wake zone and posted as such, the following areas are hereby designated as no wake zones or idle no wake zones:

- (1) Bedico Creek, from the Bedico Landing to the Tangipahoa River.
- (2) Tangipahoa River, from its intersection with Louisiana Highway 22 to Lake Pontchartrain.
- (3) North Pass Channel between Lake Pontchartrain and Lake Maurepas: a. From South Pass for one mile west.
  - b. From its intersection with Interstate 55 West to Lake Maurepas.
- (4) Interstate Highway 55 Canal, from Southpass north to the end of the Interstate 55 high-rise just south of Ponchatoula.
- (5) No wake zone from the railroad bridge on South Pass to mouth of Lake Pontchartrain for all boats 25 feet or larger at all camp sites in effect only from 6:00 p.m. Friday to 10:00 p.m. Sunday and all holidays.

BE IT ORDAINED by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, that the Code of Ordinance 14-3(c) No Wake Zone be hereby amended to add number (6) as follows:

#### "(6) 200 yards North and South of Ponchatoula River Dry Dock on Ponchatoula Creek."

This ordinance having Parish Council and afte		•	•	public meeting of the Tangipahoa aid Council.
On motion by _hereby declared adopte	d on this 26 <sup>th</sup> day	and second of May, 2020 b	led by y the following roll-cal	_, the foregoing ordinance was ll vote:
YEAS:				
NAYS:				
ABSENT:				
NOT VOTING:				
ATTEST:				
Kristen Pecararo Clerk of Council Tangipahoa Parish Cou	ncil		Carlo S. Bruno Chairman Tangipahoa Parish Co	ouncil
INTRODUCED:	May 11, 2020			
PUBLISHED:	May 21, 2020		HAMMOND DAILY OFFICIAL JOURNA	
ADOPTED:	May 26, 2020			
DELIVERED TO PRE	SIDENT: <u>27<sup>th</sup></u> day	y of May, 2020	at <u>8:00AM</u>	
APPROVED BY PRES		Robby Miller		Date
VETOED BY PRESID		Robby Miller		Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of May, 2020 at \_

#### T. P. ORDINANCE NO. 20-11

AN ORDINANCE TO GRANT A VARIANCE TO T.P. ORDINANCE NO. 12-42 (REGULATING AUTOMOBILE/VEHICLE IMPOUND FACILITIES, AUTOMOBILE/VEHICLE SALVAGE FACILITIES, AND RECYCLING FACILITIES)- SECTIONS 13-225 D, 13-227 B, AND 13-227 C2 AND C6 AT 27094 HIGHWAY 22, BEDICO, LOUISIANA FOR MR. AARON COYNE OF AARON'S TOWING AND RECOVERY

WHEREAS, the current impound facility regulations section of the code of ordinances requirements include but are not limited to the following:

#### 13-225-D

ii) The applicant(s) shall provide a land survey showing the location of the facility or facilities along with the boundary lines, drainage plans and therein depicting the extent of the proposed operational area. Such a plat of survey shall depict the locations of existing and proposed buildings, fences, processing areas and other relevant structures relating to the operation of the facility.

#### 13-227

- b) Facilities shall be permitted only where each such facility complies with all local, state and federal regulations regarding environmental pollution and each such facility has acquired all appropriate permits, occupational licenses and other documentation needed to be issued by local, state and federal regulatory bodies. There shall be established at that facility two (2) chemical monitoring wells per acre at the facility to monitor potential ground water contamination from the site. Such monitoring wells must meet the requirements of the Louisiana Department of Environmental Quality.
- c) As part of the issuance of any permit for a facility under Article XII of Chapter 13 of the Tangipahoa Parish Code of Ordinances within the rural and unincorporated areas of Tangipahoa Parish, Louisiana, the applicant(s) for such permit shall submit to the Tangipahoa Parish Permit Office, with a copy to the Tangipahoa Parish Council, plans meeting the following criteria:
  - 2) The facility shall be screened by a solid fence or fences, wall or walls and/or other similar structure or structures at least ten (10) feet in height and which fences, walls and/or structures must totally and completely enclose the operational areas of the facility so as to separate the operational areas from the public if the facility stores, holds or processes materials outdoors. If, however, a facility stores, holds or processes materials exclusively indoors, then the aforesaid fencing requirements may be waived by the Tangipahoa Parish Council provided that no automobiles, vehicles and/or recycling materials are stored outdoors.
  - 6) A minimum fifty (50) foot buffer shall be established between the operational areas and the adjoining property. No storing, holding, processing of materials or any other work associated storage shall be conducted within the designated buffer zone.

**THEREFORE BE IT ORDAINED** by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance be granted to Aaron's Towing and Recovery at 27094 Highway 22, Bedico, Louisiana in District No. 9 to exempt the foregoing requirements.

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

		g been introduced at a public meeting of the d Council and was submitted to an official
On motion by		
hereby declared adopted o	n this 26 <sup>th</sup> day of May, 2020 by the fo	ollowing roll-call vote:

**YEAS:** 

NAYS:				
ABSENT:				
NOT VOTING:				
ATTEST:				
Kristen Pecararo Clerk of Council Tangipahoa Parish Co	ouncil		Carlo S. Bruno Chairman Tangipahoa Parish C	ouncil
INTRODUCED:	May 11, 2020	)		
PUBLISHED:	May 21, 2020	)	HAMMOND DAILY OFFICIAL JOURNA	· =
ADOPTED:	May 26, 2020	)		
DELIVERED TO PR	RESIDENT: 27 <sup>t</sup>	th day of May,	2020 at <u>8:00AM</u>	
APPROVED BY PR	ESIDENT:	Robby Miller		Date
VETOED BY PRESI	IDENT:	Robby Miller	<del></del>	Date
RECEIVED FROM I	PRESIDENT:_	day of	f May, 2020 at	





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

April 24, 2020

Aaron Coyne 28105 Pine Street Ponchatoula, La 70454

RE: Aaron's Towing and Recovery

Dear Mr. Coyne:

At the parish's TRC review on April 24th, your development was reviewed and the following is needed to move forward with your development.

- 1. Site plan should reflect correct acreage of .058 not 5.08
- 2. LEDQ Approval for storage vehicles
- 3. Wetlands Jurisdictional Determination Letter
- 4. Modification to the drainage plan extend swale around south property line provided grades as shown provide rip rap detail. ( Please see attachment)

There is an additional ordinance (Chapter 13, in Municode) that this type of Commercial use is required to meet, including having a public meeting before the Tangipahoa Parish Council in addition to the public meeting of the Tangipahoa Parish Planning Commission. The items provided below must be submitted to the building official prior to be set on the Parish Council agenda.

- 1. LEDQ Approval for storage vehicles
- 2. Wetlands Jurisdictional Determination Letter
- Survey of property showing adjacent property structures, 10ft solid fence and 50ft buffer from operational areas and side property lines.

We have received the affidavits from adjacent property owners you provided. It appears you are requesting a waiver from both the 150ft buffer from adjacent structures and 50ft property line buffer. However, the ordinance only allows for waiver to 150ft structure buff, so a variance would be required before any approval can be considered. It is noted that you would like a variance to some of these items, this variance request should be submitted to the Clerk

of Council.

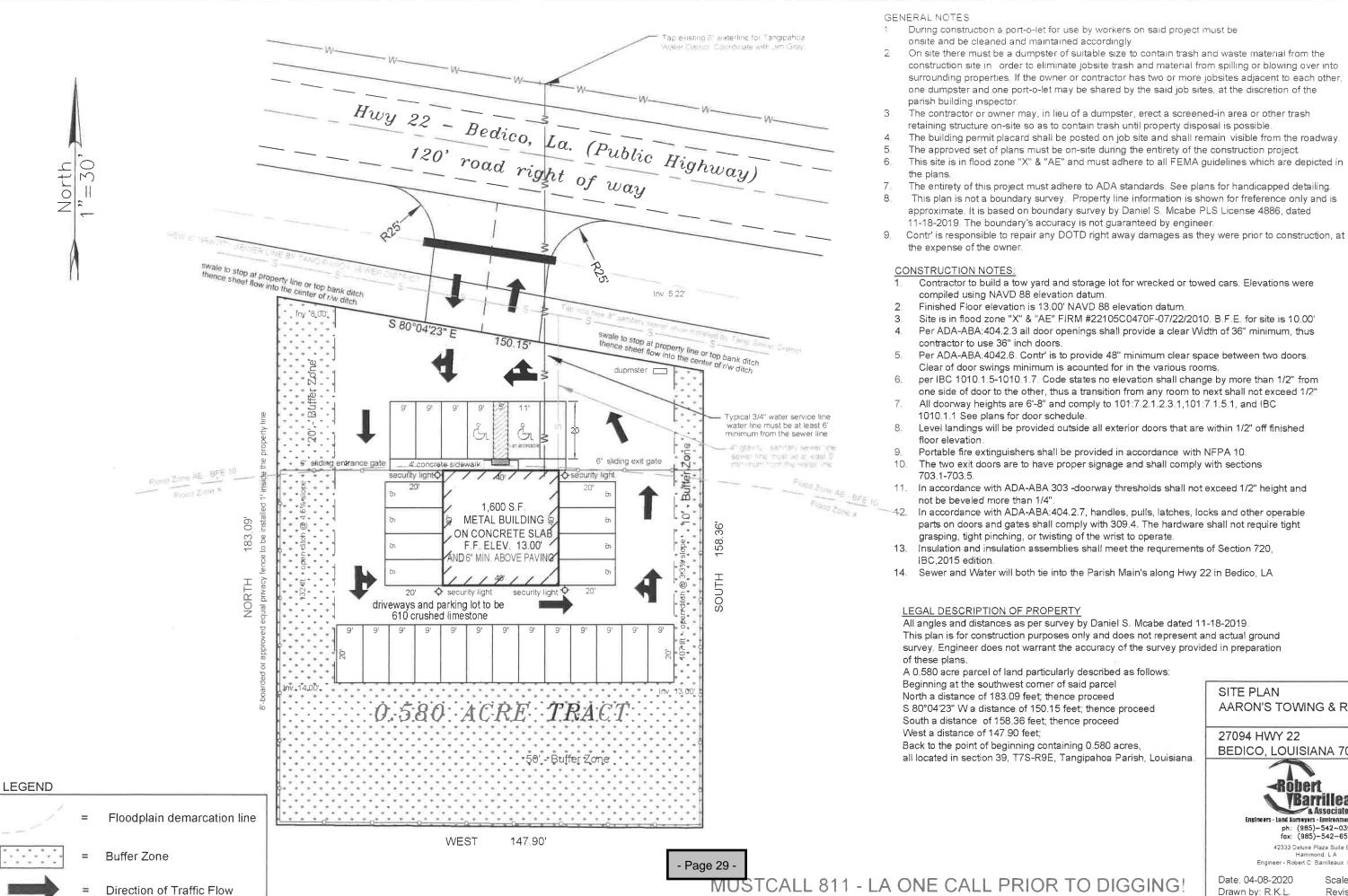
4. Modification to the drainage plan – extend swale around south property line provided grades as shown provide rip rap detail. ( Please see attachment)

The next TRC meeting will be held next Thursday, March 12th. Please submit the required documents the Tuesday before to be reviewed at Thursday's meeting.

Respectfully.

Taylor Addison

Planning Commission Secretary Tangipahoa Parish Government



On site there must be a dumpster of suitable size to contain trash and waste material from the construction site in order to eliminate jobsite trash and material from spilling or blowing over into surrounding properties. If the owner or contractor has two or more jobsites adjacent to each other, one dumpster and one port-o-let may be shared by the said job sites, at the discretion of the

The contractor or owner may, in lieu of a dumpster, erect a screened-in area or other trash

The building permit placard shall be posted on job site and shall remain visible from the roadway.

- This site is in flood zone "X" & "AE" and must adhere to all FEMA guidelines which are depicted in
- The entirety of this project must adhere to ADA standards. See plans for handicapped detailing.
- This plan is not a boundary survey. Property line information is shown for freference only and is approximate. It is based on boundary survey by Daniel S. Mcabe PLS License 4886, dated

- Per ADA-ABA:404.2.3 all door openings shall provide a clear Width of 36" minimum, thus
- one side of door to the other, thus a transition from any room to next shall not exceed 1/2"

- parts on doors and gates shall comply with 309.4. The hardware shall not require tight

This plan is for construction purposes only and does not represent and actual ground survey. Engineer does not warrant the accuracy of the survey provided in preparation

> SITE PLAN **AARON'S TOWING & RECOVERY**

BEDICO, LOUISIANA 70454



ph: (985)-542-0391 fax: (985)-542-6515 42333 Deluxe Plaza Suite 8

Engineer - Robert C Barrilleaux PE # 28869

Date: 04-08-2020 Drawn by: R.K.L.

Scale: 1" = 30' Revised

#### T.P. Resolution No. R20-08

### RESOLUTION OF TANGIPAHOA PARISH COUNCIL for LGAP & CWEF Authorized Signature Card

WHEREAS, the Parish of Tangipahoa is participating in the State's LGAP and CWEF grant programs and has been asked to pass a resolution to be used with the certified, authorized signature card, as required by the State grant program; and

WHEREAS, the Parish Council hereby authorizes the Parish President, Robby Miller, as the authorized signature on grant-related contracts and work agreements, and on requests for payments; and also authorize Missy Cowart, Director of Accounting, as another authorized signature on requests for payments to the State grant agency; and

**WHEREAS**, the Parish Council hereby appoints the Parish attorney, Chris Moody, as the certifier of the signatures on the signature card.

**THEN, THEREFORE BE IT RESOLVED**, that the Tangipahoa Parish Council will forward the signed and completed signature card to the State Office of Community Development for use with this grant program.

the the

On motion by foregoing resolution was hereby declared following roll-call vote:	and seconded by, adopted on this the 11 <sup>th</sup> day of May, 2020 by
YEAS:	
NAYS:	
ABSENT:	
NOT VOTING:	
ATTEST:	Carlo S. Bruno, Chairman Tangipahoa Parish Council
Kristen Pecararo, Clerk Tangipahoa Parish Council	
· · · · · · · · · · · · · · · · · · ·	Miller, President gipahoa Parish

#### T.P. Resolution No. R20-09

#### RESOLUTION OF TANGIPAHOA PARISH COUNCIL AUTHORIZING THE PARISH PRESIDENT AS THE DESIGNATED AUTHORITY TO SUBMIT AND EXECUTE GRANT APPLICATIONS FOR MITIGATION, EMERGENCY MANAGEMENT, DISASTER RESPONSE, AND COASTAL PRESERVATION.

WHEREAS, the Parish of Tangipahoa has undertaken efforts to reduce the parish from natural and manmade disasters; and

WHEREAS, those efforts have often been funded through outside entities; and

WHEREAS, the Parish remains at risk of economic and social disruptions from storms and disasters that may be lessened through reactive actions; and

WHEREAS, funding is available from time to time from federal and state governmental

agencies; and	
WHEREAS, the grant funds cannot	t be accessed without a process;
Parish Government, the Parish Presi	<b>SOLVED</b> , by the Council on behalf of the Tangipahoa dent is authorized to submit and execute grant applications n, emergency management, disaster response, and costal
	and seconded by, the eclared adopted on this the 11 <sup>th</sup> day of May, 2020 by the
YEAS:	
NAYS:	
ABSENT:	
NOT VOTING:	
ATTEST:	Carlo S. Bruno, Chairman Tangipahoa Parish Council

Kristen Pecararo, Clerk Tangipahoa Parish Council Robby Miller, President Tangipahoa Parish

#### T.P. Resolution No. R20-10

A RESOLUTION APPROVING THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT SPONSORED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN FOR TANGIPAHOA PARISH AND ESTABLISHING SAFETY PERFORMANCE TARGETS FOR THE PARISH'S PUBLIC TRANSIT SYSTEM

**WHEREAS**, Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery, as the Federal Transit Administration (FTA) has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation in the United States; and

**WHEREAS**, On July 19, 2018 the FTA published the Public Transportation Agency Safety Plan (PTASP) Final Rule, 49 CFR Part 673, which took effect July 19, 2019 requiring all FTA Section 5307 recipient transit agencies to, within one calendar year after July 19, 2019, establish a PTASP that meets the requirements of Part 673; and

**WHEREAS,** The PTASP, and subsequent updates, must be signed by the Parish's Accountable Executive (CAO) and approved by the Parish Council (as Board of Directors); and

WHEREAS, PTASP must document the processes and activities related to Safety Management System (SMS) implementation and include performance targets based on the safety performance measures established under the National Public Transportation Safety Plan, with those targets being shared with the Regional Planning Commission (RPC) the Louisiana Department of Transportation and Development (LADOTD); and

**WHEREAS**, The initial PTASP for the Tangipahoa Parish Public Transit System (TPPTS) has been drafted by LADOTD per 49 CFR 673.11(d) and will remain in effect until TPPTS has drafted the next version; and

WHEREAS, TPPTS is dedicated to ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Safety Plan (NSP), as the Safety Management System (SMS) helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks; and

**WHEREAS**, TPPTS is considered a part of the Tangipahoa Parish Government, the main governing body is the Tangipahoa Parish Council; and

#### NOW THEREFORE, BE IT RESOLVED BY THE TANGIPAHOA PARISH COUNCIL:

The Tangipahoa Parish Council approves this PTASP Safety Plan and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A); and as

Safety has always been a primary function at TPPTS, this PTASP lays out a process to fully implement and review an SMS on a yearly and ongoing basis in order to continue compliance with the PTASP final rule.

review an SMS on a yearly and ongoing basis	s in order to continue compliand	ce with the PTASP final rule.
On motion by was hereby declared adopted on this the 11	_and seconded by_ th day of May, 2020 by the follo	, the foregoing resolution wing roll-call vote:
YEAS:		
NAYS:		
ABSENT:		
NOT VOTING:		
ATTEST:	Carlo S. Bruno, Cha Tangipahoa Parish	
Kristen Pecararo, Clerk Tangipahoa Parish Council		

Robby Miller, President Tangipahoa Parish



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## TANGIPAHOA PARISH BOARD/COMMITTEE APPOINTEE INFORMATION

Name: Cory Blunk	
Board of Interest: Tangipahea Parish R	Recreational Dist.
	ailing Address:
Hm No.: Ce	ell No.: 985-974-1785
E-Mail Address: blunklaw@gmail.com Oc	occupation: Attorney
Years of Residence in Tangipahoa Parish: 7-30	
Have you served on any Parish board/committee previously	? YES NO
If Yes, what board/committee/s	
Appointed by:	
By signing below, I certify that the foregoing information is	strue and correct.

#### Amite Area Recreation District No. 3

(4 year terms)

Contact: Mrs. Carol Brooke

985-748-8761

Carol\_brooke@att.net

Meets 2<sup>nd</sup> Tuesday of month at 6:15PM at Amite Chamber

Commissioner	Appointed By	Term	Expiration
Brandon Andrews	3	2	April 2020
Gerald Giardina	3	1	April 2021
Wayne Johnson, Jr.	3	1	April 2021
Brian "BT" Callihan	3	unexpired	April 2023
985-517-9917			
John "Tree" Smith	3	1	April 2022

## TANGIPAHOA PARISH CONVENTION & VISITORS BUREAU

#### **3-YEAR TERMS**

Contact: Ms. Carla Tate 985-542-7520 13143 Wardline Road Hammond, La 70401 Meets 3<sup>rd</sup> Wednesday at Noon at Tourism Office

Commissioner	Term Number	Term Expires
Daryl Ferrara	2	April 2021
Rosemary Ridgedell	1	April 2022
Alvin Stevens	1	April 2021
Carolyn Pugh	2	April 2020
Amy Kinchen Hoyt	2	April 2020
Jerry Hanible	2	April 2022
Nita Vedros	2	April 2020
Leslie Mabry, Jr	2	April 2022



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## TANGIPAHOA PARISH BOARD/COMMITTEE APPOINTEE INFORMATION

Name: Jessica Bennett		
Board of Interest: Tangi Tourism Boar	rd	
Physical Address: 17413 HWY 40E	Mailing Address: 17413 Hwy 406	
Independence, LA 70443	Independence, LA 70443	
Hm No.: 985-406-0459	Cell No.: 985-351-0912 (preferred)	
E-Mail Address: jessbennett 08506@.	Occupation: Orthopedic Service Line Leader	
Years of Residence in Tangipahoa Parish: 26	***************************************	
Have you served on any Parish board/committee previous	usly? YES NO	
If Yes, what board/committee/s		
Appointed by:		
By signing below, I certify that the foregoing information is true and correct.		
× Jessica Bennett	Date 4/2/2020	

COUNCIL

TRENT PORREST
DEFRICT 1
EMILE "JOEY" MAYEAUX
DISTRICT 6

JOHN INGRAFFIA DISTRICT 2 LIONELL WELLS DISTRICT 7 - Page 37 -

CARLO S. BRUNO DISTRICT 4 BRIGETTE HYDE DISTRICT 9 H. G. "BUDDY" RIDGEL DISTRICT S KIM LANDRY COATES DISTRICT 10



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## TANGIPAHOA PARISH BOARD/COMMITTEE APPOINTEE INFORMATION

Name: Braville J. LeBlanc	
Board of Interest: TPC&VB Board of D	irectors
Physical Address:	Mailing Address: 132 Braville St
	Ponchatoula, LA 70454
Hm No.:	Cell No.: 985-507-9449
E-Mail Address:braville@hrockerelectric.com	Occupation: Elect Engr/Proj Mgr
Years of Residence in Tangipahoa Parish: 53.75	
Have you served on any Parish board/committee prev	viously? YES NO
If Yes, what board/committee/s	
Appointed by:	
By signing below, I certify that the foregoing informa	ation is true and correct.
X_Braville J. LeBlanc	<sub>Date</sub> 4/02/2020



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#### TANGIPAHOA PARISH

#### BOARD/COMMITTEE APPOINTEE INFORMATION

Name: Mr. Pathik R. Patel	
Board of Interest: TCVB Council	
Physical Address:	Mailing Address: 200 Westin Oaks Drive
	Hammond, LA 70403
Hm No.:	Cell No.: 985-295-4269
E-Mail Address: pathikpatel1980@gmail.com	Occupation: Hotel Owner / Operator
Years of Residence in Tangipahoa Parish: 26	
Have you served on any Parish board/committee prev	viously? YES NO ✓
If Yes, what board/committee/s	
Appointed by: Carla Tate / TCVB	
By signing below, I certify that the foregoing informa	ntion is true and correct.
X Pathik R. Patel	Date 04/02/2020

#### PONCHATOULA AREA RECREATION DISTRICT NO. 1

#### 19030 Ponchatoula Park Drive Ponchatoula, La 70454

# Charlotte Martin charlottem@pard1.com (985) 370-7273

#### **5-Year Terms**

Commissioner	Term Number	Term Expires
Gregory Fletcher	2	April, 2023
Roger Kennedy	<mark>1</mark>	April, 2020
Marshall Graves	1	April, 2024
Ronald Rocquin	2	April, 2021
Terry Byers	1	April, 2022

#### **Hospital Service District No. 1**

(6 year terms)

Contact: Mrs. Kathy Grubb 985-230-6605 grubbk@northoaks.org

Meets 4<sup>th</sup> Wednesday of month at 3:00PM at NOHS board room

North Oaks Medical Center P.O. Box 2668 Hammond, LA 70404

Commissioner	Appointed By	Term	Expiration
Angelique Richardson	9	Unexpired	January 2022
Blake Daniels	10	2	January 2022
Ann K. Carruth	8	<mark>1</mark>	May 2020
<mark>Jocelyn Lee</mark>	<mark>7</mark>	<mark>1</mark>	May 2020
Ron Macaluso	5	2	April 2025
Ron Orsi	4	Unexpired	August 2024
Terry Harper	2	1	August 2024

#### **Library Board of Control**

(5 year terms)

Contact: Mr. Barry Bradford

985-748-7559

204 NE Central Avenue

Amite, La 70422

Meets 3<sup>rd</sup> Thursday of month at 5:00PM

Commissioner	Appointed By	Term	Expiration
Gloria Vineyard	<mark>4</mark>	<mark>2</mark>	April 2020
Danny Williams	9	1	January 2023
985-320-0750			
danwil@charter.net			
Wanda McElveen	1	1	January 2021
Dr. Robert "Bobby" J. Martin	7	1	January 2025
985-981-1794			
robertjmartinphd@gmail.com			
Katherine Yeargain	9	2	July 2021
Tracy Leblanc	<mark>2</mark>	<mark>Unexpired</mark>	<mark>April 2020</mark>
<mark>985-320-6112</mark>			
tleblanc@kw.com			
John Magee	8	1	March 2024
Louis Joseph		Ex-officio	



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## TANGIPAHOA PARISH BOARD/COMMITTEE APPOINTEE INFORMATION

Name: Sandra B. Capps
Board of Interest: Library Board
Physical Address:  20309 Pin Oak Road  Mailing Address:  Same
Loranger, LA 70446
Hm No.: Cell No.: 985 517-4853
E-Mail Address: npsbcapps egmail, Occupation: Retired Nurse
Years of Residence in Tangipahoa Parish: 29
Have you served on any Parish board/committee previously? YES NO
If Yes, what board/committee/s
Appointed by:
By signing below, I certify that the foregoing information is true and correct.
x Sandra B Coppo Date 3/5/2020

COUNCIL

TRENT FORREST
DIRECT 1
EMILE "JOEY" MAYEAUX
DIRECT 6

JOHN INGRAFFIA
DISTRICT 2
LIONELL WELLS
DISTRICT 7

Louis "Nick" Joseph District 3 DAVID P. VIAL

- Page 43

CARLO S. BRUNO
DISTRICT 4

BRIGETTE HYDE
DISTRICT 9

H. G. "BUDDY" RIDGEL DISTRICT 5 KIM LANDRY COATES DISTRICT 10

#### **Planning Commission**

(5 year terms)

Contact: Mrs. Bridget Bailey 985-340-9028 15485 W. Club Deluxe Road Hammond, La 70403 Meets 2<sup>nd</sup> Tuesday at 5:30PM at Clausen Building

Commissioner	Appointed By	Term	Expiration
Jack Gautreaux	7	Unexpired	October 2021
985-320-3119			
Charlie Bollinger	2	2	October 2023
Adrien Wells	7	Unexpired	October 2022
985-969-7048			
Kenny Williams	6	2	October 2021
Lane Daniels	8	2	October 2020
Aaron Walker	North End	Unexpired	October 2020
504-451-2896			
Julius Scott	<mark>4</mark>	<b>Unexpired</b>	October 2019
Anthony Musacchia	4	1	March 2023
985-222-4989			
Graham F. Kennedy	10	1	March 2023
985-634-1455			