

PUBLIC NOTICE - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, October 28, 2019 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, October 28, 2019 at 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following: None

**Tangipahoa Parish Council
Tangipahoa Parish Government Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
October 28, 2019**

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 October 15, 2019

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

PARISH PRESIDENT'S REPORT

1. Approval of Change Order No. 5- Wardline Road Drainage Improvements
2. Approval to Seek Bids for Four 6-Yard Dump Trucks
3. Approval to Seek Bids for Two 16-Yard Dump Trucks
4. Approval to Purchase Two 3- Yard Dump Trucks Off of State Contract
5. Approval to Purchase one (1) Spray Truck off of State Contract
6. Financial Report

REGULAR BUSINESS

7. Introduction of T.P. Ordinance No. 19-45- An Ordinance providing for the incurring of debt and issuance of not to exceed Seven Million Dollars (\$7,000,000) aggregate principal amount of Parish of Tangipahoa, State of Louisiana Revenue and Refunding Bonds (the "Bonds"), prescribing the form, terms and conditions of the Bonds and the security therefor; designating the date, denomination and place of payment of such Bonds; providing for the payment of such Bonds in principal and interest; approving and confirming the sale of such Bonds; and providing for other matters with respect to the Bonds
8. Introduction of T.P. Ordinance No. 19-46- An ordinance amending T.P. Ordinance No. 18-82 for various development regulations
9. Introduction of T.P. Ordinance No. 19-47-An ordinance placing 20 MPH speed limit and drive like your kids live here signs on General Ott Lane in District No. 10 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
10. Introduction of T.P. Ordinance No. 19-48-An ordinance placing "no passing" signs on Happywoods Road in District No. 10 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. 19-49- An ordinance placing no parking on shoulder signs on Ken Drive in District No. 6 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
12. Introduction of T.P. Ordinance No. 19-50- An ordinance to grant a variance to ordinance no. 19-13- mobile home placement standards for Glenda Jennings, Tangipahoa Parish Assessment No. 4448502
13. Approval of 2020 Tangipahoa Parish Council Meeting Schedule
14. Approval of 2020 Tangipahoa Parish Government Holiday Schedule
15. Appoint/Re-Appoint Tangipahoa Voluntary Council on Aging
16. Litter Program Update- Mrs. Ginger Taste Page 1 Abatement Program Coordinator

BEER, WINE, AND LIQUOR PERMITS

LEGAL MATTERS

COUNCILMEN'S PRIVILEGES

ADJOURN

Kristen Pecararo
Clerk of Council

Daily Star October 24, 2019

Posted @ T.P. Courthouse Annex October 24, 2019

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Kristen Pecararo at 985-748-2290 describing the Assistance that is necessary.

1.

Change Order Form

Sheet No. 1 of 1

Project Name: Wardline Road Drainage Improvements
 Parish: Tangipahoa Parish
 Contractor: Magee Excavation & Development, LLC
 Engineer: Burk-Kleinpeter, Inc.

Change Order No: 5
 Proposal No: 7
 OCD ISSAC Project No: 53VPRP2101

Item	Description of Work	Contract Unit Price	Unit	Contract Quantities To Date	Adjusted Contract Quantity	Difference In Quantities	Deduction In Cost	Addition In Cost	Justification
A5-701-03-01040	Storm Drain Pipe (18" A-2000)	\$100.44	LF	0	40	40		\$4,017.60	Additional work to alleviate sewer conflict on Rufus Bankston.
A5-701-15-00100	Concrete Collar	\$400.00	EA	0	1	1		\$400.00	Additional work to alleviate sewer conflict on Rufus Bankston.
A5-ALT1-701-04	DEDUCT Storm Drain Pipe (24" RCPA)	-\$73.19	LF	1640	1600	40	\$2,927.60		Additional work to alleviate sewer conflict on Rufus Bankston.
N/A	Weather Days	N/A	EA	31	37	6	-	-	Days added to contract time due to adverse weather conditions through 8/31/2019.

Revised 5/2005

Total Deductions	\$2,927.60
Total Additions	\$4,417.60
Net Change	\$1,490.00

Magee Excavation & Development, LLC

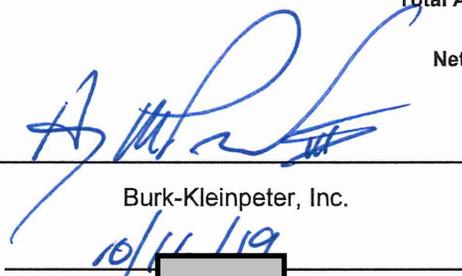
Burk-Kleinpeter, Inc.

Tangipahoa Parish

Date

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Date



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Sheet No. 1 of 1

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Magee Excavation & Development, LLC

 Date



 Burk-Kleinpeter, Inc.
 10/16/19

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Tangipahoa Parish

 Date

Change Order Form

Sheet No. 1 of 1

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 Magee Excavation & Development, LLC

 Date



 Burk-Kleinpeter, Inc.
 10/16/19

 Page 5

 Tangipahoa Parish

 Date

2 4. 3rd

PO# _____

This spreadsheet is not a purchase order

Order Sheet Instructions

- 1) Only one vehicle configuration may be entered on each Order Sheet. Use a separate Order Sheet for each different vehicle configuration being ordered. The listed configurations are the only configurations available. However, additional configurations may be added to the contract upon request. To request additional configurations, contact the dealer or OSP.
- 2) Enter the number of vehicles being ordered in the tan boxes under either Base Vehicle or Optional Configurations.
- 3) Under Available Exterior Colors, enter the number of vehicles in the tan boxes to the right of the desired color(s). Multiple Colors may be ordered on one Order Sheet.
- 4) Under Optional Equipment, select "Yes" in the tan box if the option is desired. Leave blank or select "No" if the option is not desired. The listed options are the only options available. However, additional options may be added to the contract upon request. To request an option be added to the contract, contact the dealer or OSP.
- 5) The cost per vehicle and total order cost will automatically calculate at the bottom of the Order Sheet.

Ford F-450 Diesel Crew Cab & Chassis w/ Knaphiede 6108DJ54 Service Body	Contract Line	88	Delivery ARO	120-180 days
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State Contract Number	4400010201	Vendor	Courtesy Ford
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Base Vehicle

Vehicle Description	Order Code	Unit Price	Quantity	Extended Price
DRW w/ 6.7L Diesel	W4G-650A	\$ 40,249.00	1	\$ 40,249.00

Optional Configuration

Description	Order Code	Unit Price	Quantity	Extended Price
4WD w/ 6.7L Diesel	W4H-650A	\$ 43,209.00		\$ -
84" CA	169" WB	\$ 40,419.00		\$ -

Available Exterior Colors

(UM) Agate Black Metallic		(PQ) Race Red	
(N1) Blue Jeans Metallic		(UX) Ingot Silver Metallic	
(Z1) Oxford White	X	(J7) Magnetic Metallic	

Optional Equipment

Option Description	Option Code	Option Unit Price	Add Option	Extended Price
Cloth 40/20/40 Split Bench	Trim Type 1	\$ 289.00		\$ -
All Season BSW Max Traction Tires Six (4x4)	TBG	\$ 197.00		\$ -
Electronic Shift-on-the-fly 4x4	213	\$ 171.00		\$ -
Carpet Delete	166	\$ (47.00)	Yes	\$ (47.00)
Fuel Tank, 28.5 Gallon Midship	65M	\$ 115.00	Yes	\$ 115.00
Fuel Tank, Dual Diesel (28.5 & 40 Gal)	65C	\$ 575.00		\$ -
Skid Plate Package	41P	\$ 92.00		\$ -
15K GVWR Package	68D	NC		\$ -

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GVWR Package	68L	NC	Yes	NC
Upfitter Interface Module	18A	\$ 272.00		\$ -
Cab Steps	18B	\$ 295.00	Yes	\$ 295.00
High Capacity Trailer Tow Package	535	\$ 533.00	Yes	\$ 533.00
Suspension Pkg., Extra Heavy Svc. Front	67X	\$ 115.00	Yes	\$ 115.00
Suspension Pkg., Heavy Svc. Front	67H	\$ 115.00		\$ -
Rear view camera & prep kit	872	\$ 381.00	Yes	\$ 381.00
Power Equipment Group (Includes power windows and door locks)	90L	\$ 989.00	Yes	\$ 989.00
Cruise Control	525	\$ 216.00		\$ -
Speed Limitation - 65 MPH	926	\$ 73.00		\$ -
Speed Limitation - 75 MPH	927	\$ 73.00	Yes	\$ 73.00
Daytime Running Lamps	942	\$ 41.00	Yes	\$ 41.00
Axle, Limited Slip 6.7L	X4N (4.10 ratio), X4L(4.30)	\$332.00	Yes	\$ 332.00
Axle, Limited Slip 6.8L	X8L (4.88 ratio)	\$332.00		\$ -
Bodies				
Service Body: DRW 60" CA	6108DJ54	\$ 6,430.00		\$ -
Service Body: DRW 60" CA w/ Flip Tops	6108DFJ	\$ 7,150.00		\$ -
Service Body: DRW 84" CA	6132D54J	\$ 7,950.00		\$ -
Service Body: DRW 84" CA w/ Flip Tops	6132D54FJ	\$ 8,650.00		\$ -
Gooseneck Body: DRW 60" CA	CM DT-9	\$ 3,550.00		\$ -
Flat Bed: DRW 60" CA	CM DT-9	\$ 3,550.00		\$ -
Gooseneck Body: DRW 84" CA	CM DT-11	\$ 3,790.00		\$ -
Flat Bed: DRW 84" CA	CM DT-11	\$ 3,790.00		\$ -
Flat Bed: 108" CA	PVMXT-143C	\$ 4,495.00		\$ -
Flat Bed: 120" CA	PVMXT-163C	\$ 4,995.00		\$ -
Dump Body: DRW 60" CA	RUGBY 9'	\$ 8,650.00	Yes	\$ 8,650.00
Dump Body: DRW 84" CA	RUGBY 11'	\$ 8,990.00		\$ -
Cost for Each Vehicle Plus Options			1 EA	\$ 51,726.00
Additional Costs				
0.35% Contract Administrative Fee				\$ 181.04
LA DEQ Waste Tire Fee (5 tires X \$2.25 each)				\$ 11.25
LA Safety Inspection Sticker - 2 Year				\$ 20.00
Total Cost for Each Vehicle			1 EA	\$ 51,938.29
Total Cost for All Vehicles			1 Vehicle	\$ -
Agency Information				
Delivery Point of Contact Name:		LCAA Approval No	a	
Phone:	a	Requisition No	a	
Email:		Shopping Cart		
Vendor Information				
Courtesy Ford	Mike Solomon	Vendor No.	310062165	
Phone:	337-332-2145			
Email:	msolomon@courtesyautomotive.com			

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This spreadsheet is not a purchase order

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- 2) Enter the number of vehicles being ordered in the tan boxes under either Base Vehicle or Optional Configurations.
- 3) Under Available Exterior Colors, enter the number of vehicles in the tan boxes to the right of the desired color(s). Multiple Colors may be ordered on one Order Sheet.
- 4) Under Optional Equipment, select "Yes" in the tan box if the option is desired. Leave blank or select "No" if the option is not desired. The listed options are the only options available. However, additional options may be added to the contract upon request. To request an option be added to the contract, contact the dealer or OSP.
- 5) The cost per vehicle and total order cost will automatically calculate at the bottom of the Order Sheet.

Ford F-550 Cab & Chassis Reg.				
Cab	Contract Line	89	Delivery ARO	90-150 days
State Contract Number	4400010201	Vendor	Courtesy Ford	

Base Vehicle

Vehicle Description	Order Code	Unit Price	Quantity	Extended Price
RWD w/ 6.7L V8 Turbo Diesel engine	F5G - 660A	\$ 37,696.00		\$ -

Optional Configuration

Description	Order Code	Unit Price	Quantity	Extended Price
4WD w/ 6.7L V8 Turbo Diesel engine	F5H - 660A	\$ 40,797.00	1	\$ 40,797.00
84" CA	F5G - 660A - 169V	\$ 37,860.00		\$ -
108" CA	F5G - 660A - 193V	\$ 38,026.00		\$ -
120" CA	F5G - 660A - 205V	\$ 38,192.00		\$ -
4WD w/ 84" CA	F5H - 660A - 169V	\$ 40,961.00		\$ -

Available Exterior Colors

(G1) Shadow Black		(Z1) Oxford White	1	
(N1) Blue Jeans		(J7) Magnetic		
(PQ) Race Red		(UX) Ingot Silver		

Optional Equipment

Option Description	Option Code	Option Unit Price	Add Option	Extended Price
Cab Steps	18B	\$ 295.00	Yes	\$ 295.00
Power Equipment Group (Includes power windows and door locks)	90L	\$ 841.00	Yes	\$ 841.00
28.5 Gallon Midship Fuel Tank	65M	\$ 115.00	Yes	\$ 115.00
Dual Fuel Tank (28.5 & 40 Gal.)	65C	\$ 575.00		\$ -
Payload Upgrade Package	68U	\$ 749.00		\$ -

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Payload Plus Upgrade Package	68M	\$ 1,063.00	Yes	\$ 1,063.00
Heavy Service Suspension Package	67H	\$ 115.00		\$ -
Extra Heavy Service Suspension Package	67X	\$ 115.00	Yes	\$ 115.00
Tire Jack	61J	\$ 51.00		\$ -
Trailer Towing Package	531	\$ 41.00		\$ -
High Capacity Duty Trailer Tow	535	\$ 993.00		\$ -
Center High Mount Stop Lamp	59H	NC		\$ -
Extra HD Front End Suspension (GAWR 7,500 lbs.)	67P	\$ 263.00	Yes	\$ 263.00
Aft Axle Frame Extension (beyond wheel base)	63C	\$ 105.00		\$ -
Cruise Control	525	\$ 216.00	Yes	\$ 216.00
Speed Limitation - 65 MPH	926	\$ 73.00		\$ -
Speed Limitation - 75 MPH	927	\$ 73.00		\$ -
4.88 Axle Ratio w/ Payload Plus Upgrade	X8L, 68M	\$ 1,395.00	Yes	\$ 1,395.00
Bodies				
Service Body: DRW 60" CA	6108DJ54	\$ 5,750.00		\$ -
Service Body: DRW 60" CA w/ Flip Tops	6108DFJ	\$ 6,245.00		\$ -
Service Body: DRW 84" CA	6132D54J	\$ 7,250.00		\$ -
Service Body: DRW 84" CA w/ Flip Tops	6132D54FJ	\$ 7,950.00		\$ -
Gooseneck Body: DRW 60" CA	PGN-96	\$ 3,080.00		\$ -
Flat Bed: DRW 60" CA	PVMXT-93C	\$ 3,050.00		\$ -
Gooseneck Body: DRW 84" CA	PGN-116	\$ 3,295.00		\$ -
Flat Bed: DRW 84" CA	PVMXT-123C	\$ 3,295.00		\$ -
Flat Bed: 108" CA	PVMXT-143C	\$ 3,695.00		\$ -
Flat Bed: 120" CA	PVMXT-163C	\$ 3,955.00		\$ -
Dump Body: DRW 60" CA	KDBF912A	\$ 7,695.00		\$ -
Dump Body: DRW 84" CA	KDB1112A	\$ 8,025.00		\$ -
Cost for Each Vehicle Plus Options			1 EA	\$ 45,100.00
Additional Costs				
0.35% Contract Administrative Fee				\$ 157.85
LA DEQ Waste Tire Fee (6 tires X \$2.25 each)				\$ 13.50
LA Safety Inspection Sticker - 2 Year				\$ 20.00
Total Cost for Each Vehicle			1 EA	\$ 45,291.35
Total Cost for All Vehicles				\$ 90,582.70
Agency Information				
Delivery Point of Contact Name:		LPAA Approval No		
Phone:		Requisition No		
Email:		Shopping Cart		
Vendor Information				
Courtesy Ford	Mike Solomon	Vendor No.	310062165	
Phone:		337-332-2145		
Email:		msolomon@courtesyautomotive.com		

T.P. ORDINANCE NO. 19-45

An Ordinance providing for the incurring of debt and issuance of not to exceed Seven Million Dollars (\$7,000,000) aggregate principal amount of Parish of Tangipahoa, State of Louisiana Revenue and Refunding Bonds (the “*Bonds*”), prescribing the form, terms and conditions of the Bonds and the security therefor; designating the date, denomination and place of payment of such Bonds; providing for the payment of such Bonds in principal and interest; approving and confirming the sale of such Bonds; and providing for other matters with respect to the Bonds.

WHEREAS, the Parish of Tangipahoa, State of Louisiana (the “*Parish*” or the “*Issuer*”) is a body politic and corporate and a political subdivision of the State of Louisiana and currently owns and operates a Parish landfill; and

WHEREAS, the Issuer previously issued its \$2,400,000 Revenue Bonds, Series 2013, of which approximately \$2,125,000 is currently outstanding (the “*Series 2013 Bonds*”); and

WHEREAS, in order to finance the cost of additional expansion and improvements to the Parish landfill, including but not limited to the closing of an existing cell and addition of a new cell and methane gas collection system (the “*2019 Project*”) and to provide debt service savings, the Parish Council, acting as the governing authority of the Issuer (the “*Governing Authority*”), now proposes to issue bonds to finance the 2019 Project and to currently refund all or a portion of the outstanding Series 2013 Bonds (the “*Refunding*” and together with the 2019 Project, the “*Project*”), pursuant to the provisions of Chapter 14-A and Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the “*Act*”); and

WHEREAS, the Issuer now desires to incur debt and issue not to exceed Seven Million Dollars (\$7,000,000) of its Revenue and Refunding Bonds, in one or more series (the “*Bonds*”), in the manner authorized and provided by the Act, as hereinafter provided for the purpose of (i) financing the Project; (ii) funding a debt service reserve fund or the cost of a reserve fund surety, if necessary; and (iii) paying the costs of issuing the Bonds, including the premium associated with a bond insurance policy, if necessary; and

WHEREAS, pursuant to the Act, the Bonds will be payable from income, revenues and receipts generated by the District (as defined herein), including the revenues received by the District from the levy and collection of a ten (10) mill ad valorem tax currently being levied and collected by the District (the “*Tax*”), after payment of the reasonable and necessary expenses of collecting and administering the Tax and the reasonable costs of operating the Parish landfill (the “*Net Garbage Revenues*”) and, if such Net Garbage Revenues are not sufficient, from any other unrestricted revenues of the Issuer (the “*Unrestricted Revenues*” and together with Net Garbage Revenues, the “*Pledged Revenues*”); and

WHEREAS, the State Bond Commission will take action on November 21, 2019, to give final approval for the issuance of the Bonds; and

WHEREAS, it is the desire of this Governing Authority to fix the details necessary with respect to the issuance of the Bonds and to provide for their authorization and issuance; and

WHEREAS, it is further the desire of this Governing Authority to provide for the sale of the Bonds at the price and in the manner herein provided.

NOW, THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of Tangipahoa, State of Louisiana, acting as the governing authority of the Issuer (the “*Governing Authority*”), as follows:

Section 1. Definitions. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

“*Act*” means Chapter 14-A and Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority.

“*Agreement*” means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Ordinance.

“*Authorized Denomination*” means \$5,000 or any integral multiple thereof.

“*Bond Insurer*” means the issuer of the Municipal Bond Insurance Policy, if any.

“*Bond Register*” means the records kept by the Paying Agent at its corporate trust office in Baton Rouge, Louisiana in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

“*Bond Year*” means any twelve (12) month period as set forth in the Agreement or in a supplemental ordinance.

“*Bonds*” means the Issuer’s not to exceed \$7,000,000 Revenue and Refunding Bonds, in one or more series, authorized and issued pursuant to this Ordinance and any bonds issued in exchange for, upon transfer of or in lieu of any previously issued Bonds.

“*Business Day*” means (a) any day other than Saturday or Sunday; (b) a day of the year on which banks located in New York, New York, or banks located in cities in which the principal corporate trust offices of the Paying Agent are located are not required or authorized to remain closed; or (c) on which the New York Stock Exchange is not closed.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*District*” means Garbage District No. 1 of the Parish of Tangipahoa, Louisiana.

“*Executive Officer*” means the Chairman and Council Clerk of the Governing Authority or the Parish President and the Director of Finance of the Parish.

“*Fiscal Agent*” means the bank from time to time appointed and acting as the Issuer’s fiscal agent bank in accordance with applicable law.

“*Fiscal Year*” means the one-year accounting period ending December 31 of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

“*General Fund*” means the primary operating fund of the Issuer.

“*Governing Authority*” means the Parish Council of the Parish of Tangipahoa, State of Louisiana, as the governing authority of the Issuer.

“*Government Securities*” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity, may be United States Treasury obligations such as the State and Local Government Series and may be in book-entry form.

“*Interest Payment Date*” means each April 1 and October 1, or such other dates as set forth in the Purchase Agreement.

“*Issuer*” means Parish of Tangipahoa, State of Louisiana.

“*Local Services Agreement*” means the Amended and Restated Local Services Agreement by and between the Issuer and the District setting forth the financing agreement between the Issuer and the District in relation to the Bonds.

“*Maximum Annual Debt Service*” means, as of the date of calculation, the highest aggregate annual debt service requirements and debt service payable on the Bonds during the current or any succeeding Fiscal Year over the remaining term of the Bonds.

“*Municipal Bond Insurance Policy*” means, if any, the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payments of principal and interest on the Bonds.

“*Net Garbage Revenues*” means the income, revenues and receipts of the District, including the Tax Revenues, after payment of the reasonable costs of operating the Parish landfill, which costs shall not include any capital projects.

“*Ordinance*” means this Ordinance authorizing the issuance of the Bonds, as it may be supplemented and amended from time to time.

“*Outstanding*” when used with respect to the Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

(1) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) Bonds for which payment or redemption sufficient funds have been theretofore deposited in trust for the owners of such Bonds as provided in Section 23 of this Ordinance; provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to this Ordinance or waived;

(3) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered pursuant to this Ordinance;

(4) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Ordinance or by law; and

(5) Bonds for the payment of the principal (or redemption price, if any) of and interest on which money or Government Securities or both are held in trust with the effect specified in this Ordinance.

“*Owner*” or “*Owners*” when used with respect to any Bond means the Person in whose name such Bond is registered in the Bond Register.

“*Parish*” means the Parish of Tangipahoa, State of Louisiana.

“*Parish President*” means the Parish President of the Parish of Tangipahoa, State of Louisiana.

“*Paying Agent*” means Hancock Whitney Bank, Baton Rouge, Louisiana, until a successor Paying Agent shall have been appointed pursuant to the applicable provisions of this Ordinance and thereafter “*Paying Agent*” shall mean such successor Paying Agent.

“*Person*” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“*Pledged Revenues*” means, collectively, the Net Garbage Revenues and the Unrestricted Revenues.

“*Purchase Agreement*” means the purchase agreement entered into by and between the Issuer and the Purchaser regarding the sale of the Bonds.

“*Purchaser*” means Crews & Associates, Inc., of Little Rock, Arkansas, the original purchaser of the Bonds.

“*Qualified Investments*” shall mean investments specified in La. R.S. 33:2955.

“*Record Date*” for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date.

“*Redemption Price*” means, with respect to any Bond or portion thereof to be redeemed, 100% of the principal amount thereof, plus accrued interest, if any, payable upon redemption of such Bond pursuant to this Ordinance.

“*Refunding Fund*” means the Refunding Fund created pursuant to Section 9(e) hereof.

“*Reserve Fund*” means the Debt Service Reserve Fund created pursuant to Section 9(d) hereof.

“*Reserve Fund Alternate Investment*” means an irrevocable letter of credit issued by a bank or surety bond issued by an insurance company meeting the requirements of Section 10 hereof.

“*Reserve Requirement*” means the lesser of (i) ten percent (10%) of the par amount of the Bonds; (ii) one hundred twenty-five percent (125%) of the average annual debt service on the Bonds, or (iii) one hundred percent (100%) of Maximum Annual Debt Service with respect to the Bonds.

“*Tax*” means the ten (10) mill ad valorem tax currently being levied and collected by the District, as last renewed by the voters on December 8, 2012, and any future renewal of such tax.

“*Tax Revenues*” means the revenues received by the District from the levy and collection of the Tax, after paying the reasonable and necessary expenses of collecting and administering the Tax.

“*2019 Project*” means the expansion and improvements to the Parish landfill, including but not limited to the closing of an existing cell and addition of a new cell and methane gas collection system.

“*Unrestricted Revenues*” means any General Fund or any other income, revenues and receipts of the Issuer derived from any source whatsoever so long as such income, revenue and receipts are not legally dedicated for purposes incompatible with the Project.

Section 2. Authorization of Bonds; Maturities. In compliance with the terms and provisions of the Act, and other constitutional and statutory authority, there is hereby authorized the incurring of an indebtedness of not to exceed Seven Million Dollars (\$7,000,000) for, on behalf of, and in the name of the Issuer, for the purpose of (i) currently refunding all or a portion of the Series 2013 Bonds (the “*Refunding*”); (ii) funding the 2019 Project (and together with the Refunding, the “*Project*”); (iii) funding a debt service reserve fund, if necessary; and (iv) paying the costs of issuing the Bonds, including the premium associated with a debt service reserve fund surety, if necessary. The Bonds shall be in fully registered form, shall be dated the date of delivery thereof, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof within a single maturity (each, an “*Authorized Denomination*”) and shall be numbered from R-1 upward. The Bonds shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, at the rates of interest per annum as set forth in the Purchase Agreement, such rates not to exceed five percent (5.00%) per annum (using a year of three hundred sixty (360) days comprised of twelve (12) thirty (30)-day months). The Bonds shall become due and payable and mature on the dates set forth in the Purchase Agreement and in the Agreement; however, the final maturity date of the Bonds shall not extend beyond thirty (30) years from the date of issuance of the Bonds.

The principal of the Bonds, upon maturity or redemption, shall be payable at the corporate trust office of the Paying Agent in Baton Rouge, Louisiana, upon presentation and surrender thereof, and interest on the Bonds shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Ordinance upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid,

and to accrue, which were carried by such other Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of registration, substantially in the form provided in this Ordinance, executed by the Paying Agent by manual signature.

Section 3. Redemption Provisions. The Bonds may be subject to redemption prior to maturity, at the option of the Issuer, as set forth therein. The Bonds may also be subject to mandatory sinking fund redemption as set forth in the Bonds.

Section 4. Registration and Transfer. The Issuer shall cause the Bond Register to be kept by the Paying Agent. The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in proper form. Such new Bond or Bonds shall be in an Authorized Denomination. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

Section 5. Form of Bonds. The Bonds and the endorsements to appear thereon shall be substantially in the form attached hereto as **Exhibit A**.

Section 6. Execution of Bonds. The Bonds shall be signed by the Chairman of the Governing Authority and/or the Parish President and attested by the Council Clerk of the Governing Authority for, on behalf of, in the name of and under the seal of the Issuer, which signature and seal may be either manual or facsimile.

Section 7. Pledge and Dedication of Pledged Revenues.

(a) The Bonds shall be secured by and payable in principal and interest solely by a pledge and dedication of Pledged Revenues. There is irrevocably pledged and dedicated to the payment of the Bonds an amount of Pledged Revenues sufficient to pay the Bonds in principal and interest as they mature. Until the Bonds shall have been paid in full in principal and interest, the Governing Authority does hereby obligate the Issuer and the District, itself and its successors in office, to budget annually a sum of money sufficient to pay the Bonds and the interest thereon as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year the Tax and to collect other revenues, all within the limits prescribed by law, sufficient to pay the principal of and interest on the Bonds.

(b) The Issuer agrees to use its best efforts to continue to renew the Tax until the Bonds have been paid in full.

(c) In the event the Tax is not renewed or the Net Garbage Revenues are insufficient to pay the principal and interest on the Bonds as it becomes due, the Issuer covenants and agrees to budget, from Unrestricted Revenues, an amount annually to make the required payments on the Bonds. The Issuer further covenants and agrees to take such action as necessary to ensure Unrestricted Revenues will be available in amounts sufficient to make such payments, including, but not limited to, using its best efforts to renew any taxes, fees and charges that comprise a portion of Unrestricted Revenues and cutting expenses as necessary.

Section 8. Additional Parity Bonds. The Issuer shall issue no other certificates, revenue bonds or any other debt obligations of any kind or nature payable from or enjoying a lien on Pledged Revenues having priority over or parity with the Bonds, except that additional bonds may hereafter be issued on a parity with the Bonds under the following conditions:

(a) Additional parity bonds secured by Net Garbage Revenues may be issued if the Net Garbage Revenues for the Fiscal Year immediately preceding the issuance of additional parity bonds must have been not less than 1.25 times the Maximum Annual Debt Service in any succeeding Fiscal Year on all debt obligations currently payable from Net Garbage Revenues (but not including certificates which have been refunded or provisions otherwise made for their full and complete payment and redemption) and the additional parity bonds so proposed to be issued. Additional parity bonds secured by Unrestricted Revenues may be issued if the average Unrestricted Revenues for the last two Fiscal Years immediately preceding the issuance of additional parity bonds must have been not less than 1.50 times the Maximum Annual Debt Service in any succeeding Fiscal Year on all debt obligations currently payable from Unrestricted Revenues (but not including certificates which have been refunded or provisions otherwise made for their full and complete payment and redemption) and the additional parity bonds so proposed to be issued. For purposes of calculating Maximum Annual Debt Service, it shall not include any debt service on bonds, notes or other obligations that are secured by or payable from a dedicated revenue stream which would not otherwise be a component part of Unrestricted Revenues and which dedicated revenue stream for each of the two Fiscal Years immediately preceding the issuance of the proposed debt must (i) have been not less than 1.25 times the Maximum Annual Debt Service on the bonds, notes or other obligations that are secured by or payable from the dedicated revenue stream, and (ii) not expire until the bonds, notes and other obligations that are payable from such dedicated revenue stream are paid in full.

(b) The existence of the facts required by (a) above must be determined by a certificate executed by the Director of Finance of the Issuer.

Section 9. Creation and Use of Funds and Accounts; Application of Bond Proceeds.

Upon delivery of and payment for the Bonds, the following special trust funds and accounts shall be established and maintained with the Paying Agent pursuant to the Agreement so long as any Bonds are Outstanding to be used for the following purposes:

(a) The *Bond Proceeds Fund* (the “*Bond Proceeds Fund*”) is hereby created and shall be maintained with the Paying Agent and used to receive the proceeds of the Bonds; to retain therein such sum required to pay costs of issuance, as shall be set forth in the Agreement and used

to pay such costs of issuance in accordance with the Agreement; transfer an amount to the Refunding Fund as set forth in the Agreement sufficient to redeem all or a portion of the Series 2013 Bonds; if required, to either transfer to the Reserve Fund an amount equal to the Reserve Requirement or deposit a Reserve Fund Alternate Investment meeting the qualifications set forth in Section 10 below; and to transfer the remaining balance to the Project Fund.

(b) The *Debt Service Fund* (the “*Debt Service Fund*”) is hereby created and shall be maintained with the Paying Agent. Five (5) days prior to each Interest Payment Date, the Issuer shall deposit into the Debt Service Fund, such amounts required to make principal and interest payments due on such Interest Payment Date. The Paying Agent shall use the moneys on deposit in the Debt Service Fund to make principal and interest payments to the bondholders, as set forth in the Agreement. It shall be specifically understood and agreed, however, that after Pledged Revenues have actually been set aside out of the revenues of any Fiscal Year sufficient to pay the principal and interest on the Bonds for that Fiscal Year, and all required amounts have been deposited in the aforesaid Debt Service Fund established for the Bonds, then any excess Pledged Revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any other lawful corporate purpose.

(c) The *Project Fund* (the “*Project Fund*”) is hereby created and shall be maintained by the Paying Agent in trust and shall be used to receive the immediate transfer of the balance of the proceeds of the Bonds as provided in (a) above. Moneys in the Project Fund shall be applied to the payment of the costs of the 2019 Project and, pending such application, shall be subject to a lien and charge in favor of the Bondholders for the further security of such Bondholders until paid out or transferred as herein provided.

The moneys in the Project Fund shall be held in trust by the Paying Agent, shall be applied to the payment of the costs of the 2019 Project, except to the extent required to be transferred to the Rebate Fund in accordance with the Tax Certificate and, pending such application, shall be held as trust funds under this Ordinance until paid out or transferred.

Moneys held in the Project Fund shall be paid out within three (3) Business Days, by the Paying Agent in order to pay, or to reimburse the Issuer for payments made, for the costs of the 2019 Project (including any expense of planning, financing or other services constituting a cost of the 2019 Project), in each case only upon receipt by the Paying Agent of the written request of the Issuer in substantially the form attached hereto as **Exhibit B**. Upon certification of an Executive Officer that all costs incurred in connection with the Project and in connection with the issuance, sale and delivery of the Bonds have been paid, any balance remaining in the Project Fund shall be deposited, without further authorization, into the Debt Service Fund. Unless the Bond Insurer, if any, otherwise directs, upon the occurrence of an event of default pursuant to Section 18 hereof (an “*Event of Default*”) or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed but shall instead be applied to the payment of debt service or redemption price of the Bonds. In no event shall moneys held in the Project Fund be used to make debt service payments on any parity bonds issued hereafter.

(d) The *Debt Service Reserve Fund* (the “*Reserve Fund*”) will be created, if required, and shall be maintained by the Paying Agent and used to receive a portion of the proceeds of the

Bonds in the amount of the Reserve Requirement, as set forth in (a) above and to transfer to the Debt Service Fund such amount as shall be necessary to make payments of principal and interest on any Interest Payment Date. Moneys held by the Paying Agent in the Reserve Fund may be invested in Qualified Investments and earnings on such moneys shall be transferred to the Debt Service Fund and applied as a credit against the Issuer's next installment of interest on the Bonds. If the Paying Agent applies moneys in the Reserve Fund to the payment of principal of and interest on the Bonds, the Paying Agent shall give immediate notice to the Bond Insurer, if any.

If the money held in the Reserve Fund, including interest earnings, exceeds the Reserve Requirement on the Bonds, an amount equal to such excess shall be transferred by the Paying Agent to the Debt Service Fund. The Trustee shall value the Reserve Fund annually on each November 15. Earnings on amounts in the Reserve Fund shall be transferred to the Debt Service Fund and applied as a credit against the Issuer's next installment of the interest on the Bonds. The Paying Agent shall not be required to liquidate any investment before its maturity to make such transfer. Whenever the amount on deposit in the Reserve Fund is less than the Reserve Fund requirement on the Bonds, the Paying Agent shall notify the Issuer of the amount of such deficiency. Upon notification the Issuer shall deliver to the Paying Agent an amount sufficient to cure the deficiency in accordance herewith.

(e) The *Refunding Fund* (the "*Refunding Fund*") is hereby created and shall be used to receive a portion of the proceeds designated to currently refund all or a portion of the Series 2013 Bonds. The Paying Agent shall apply the monies held in the Refunding Fund to refund all or a portion of the Series 2013 Bonds.

(f) The *Rebate Fund* (the "*Rebate Fund*") is hereby authorized and shall be created and maintained with the Fiscal Agent and used to make all rebate payments owed to the United States under the Code as more fully set forth in the Tax Certificate.

Section 10. Reserve Fund Alternate Investment. The Issuer may, in connection with the original funding of the Reserve Fund, or at any time thereafter, with written consent of the Bond Insurer, if any, in order to satisfy all or any portion of the Reserve Requirement, deposit with the Paying Agent, instead of cash in the Reserve Fund (or to replace cash in the Reserve Fund, in which case the replaced cash shall be paid to the Issuer) or to meet the requirements herein that it deposit additional amounts in the Reserve Fund, a Reserve Fund Alternate Investment. Any bank issuing a letter of credit must have a rating on its unsecured debt, or on debt secured by its letters of credit and which ratings are based solely on the bank's letter of credit, of "AA-" or better by S&P or "Aa3" or better by Moody's at the time of deposit. Any insurance company issuing a surety bond must have a claims-paying ability rating of "AAA" by S&P or "Aaa" by Moody's at the time of deposit. If such Reserve Fund Alternate Investment expires prior to fifteen (15) days after the final maturity of the Bonds, it must provide, that if not renewed within fifteen (15) days prior to its expiration date in an amount equal to the undrawn amount thereof (other than because of a reduction in the Reserve Requirement or the deposit of cash in the Reserve Fund to replace it), the Paying Agent may draw the full amount of such Reserve Fund Alternate Investment. The Paying Agent shall draw down the full amount of such Reserve Fund Alternate Investment and deposit such amount in the Reserve Fund fifteen (15) days prior to expiration of such Reserve Fund Alternate Investment if it is not renewed as provided for in the preceding sentence. The Reserve Fund Alternate Investment must be able to be drawn upon at any time that cash could be withdrawn

from the Reserve Fund. Prior to accepting any such Reserve Fund Alternate Investment obtained subsequent to the Closing Date, the Paying Agent, the Issuer and the Bond Insurer, if any, must receive a Bond Counsel opinion that such acceptance and any payment of funds in the Reserve Fund to the Borrower is authorized by this Ordinance and will not adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

If a disbursement is made under a Reserve Fund Alternate Investment deposited in the Reserve Fund, the Issuer shall be obligated to reinstate the maximum limits of such surety bond immediately following such disbursement as required by the terms of the Reserve Fund Alternate Investment.

Section 11. Municipal Bond Insurance Policy. If there is a Municipal Bond Insurance Policy in effect guaranteeing the scheduled payments of principal of and interest on the Bonds, the Issuer is hereby authorized to execute and deliver an Insurance Agreement with the Bond Insurer, setting forth the rights and obligations of the Bond Insurer and the payment procedures pursuant to the Municipal Bond Insurance Policy and the Reserve Fund Alternate Investment, if any.

Section 12. Budget; Audit. As long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall furnish a copy of such budget within thirty (30) days after its adoption to the Owners of any of the Bonds who request the same. Not later than six (6) months after the close of each Fiscal Year, unless such date is extended pursuant to the laws of the State of Louisiana or by virtue of an Executive Order of the Governor of the State of Louisiana in the event of a natural disaster or similar event, the Issuer shall cause an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of certified public accountants showing the receipts and disbursements made by the Issuer during the previous Fiscal Year. Such audit shall be available for inspection by the Owner of any of the Bonds.

Section 13. Preparation of Bonds. The Chairman of the Governing Authority and/or the Parish President, the Director of Finance and/or the Council Clerk are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Ordinance, to cause the necessary Bonds to be printed or lithographed, to issue, execute and seal the Bonds, and to effect delivery thereof as hereinafter provided.

Section 14. Bonds Legal Obligations. The Bonds shall constitute legal, binding and valid obligations of the Issuer, and shall be the only evidence of the indebtedness as herein authorized and created.

Section 15. Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Issuer, or its successor, and the Owner or Owners from time to time of the Bonds, and any such Owner or Owners may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by this Governing Authority or the Issuer as a result of issuing the Bonds.

No material modification or amendment of this Ordinance, or of any Ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity or

redemption provisions of the Bonds, or a reduction in the rate of interest thereon, or in the amount of the principal obligation thereof, or affecting the obligation of the Issuer to pay the principal of and the interest on the Bonds as the same shall come due from the revenues appropriated, pledged and dedicated to the payment thereof by this Ordinance, or reduce the percentage of the Owners required to consent to any material modification or amendment of this Ordinance, without the consent of the Owners of the Bonds.

Section 16. Severability; Application of Subsequently Enacted Laws. In case any one or more of the provisions of this Ordinance or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or of the Bonds, but this Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Ordinance which validate or make legal any provision of this Ordinance and/or the Bonds which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Bonds.

Section 17. Recital of Regularity. This Governing Authority having investigated the regularity of the proceedings had in connection with the Bonds and having determined the same to be regular, the Bonds shall contain the following recital, to-wit:

“It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana.”

Section 18. Events of Default. Each of the following events is hereby declared an “*Event of Default*” hereunder:

(a) payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by earlier redemption;

(b) payment of any installment of interest on any Bonds shall not be made when the same shall become due and payable;

(c) payment of any installment of either principal or interest into the Debt Service Fund pursuant to Section 9 hereof shall not be made when the same shall become due and payable;

(d) payment of any installment of either interest or principal of any junior or subordinate lien bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any junior or subordinate lien bonds;

(e) the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(f) an order or decree shall be entered with the consent or acquiescence of the Issuer appointing a receiver or receivers of its properties, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the Issuer for the purpose of effecting a composition between the Issuer and its creditors whose claims relate to its properties, or for the purpose of adjusting claims of such creditors, pursuant to any federal or State statute now or hereafter enacted, or if such order of decree, having been entered without the consent or

acquiescence of the Issuer, shall not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the Issuer, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders; or

(g) the Issuer shall fail to operate, or cause to be operated, its properties in an efficient and businesslike fashion or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Bond Resolution, and such default as to efficient operation or otherwise shall continue for sixty (60) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the Issuer by any Bondholder, provided that in the case of default specified in this paragraph (g), if the default be such that it cannot be corrected within the said sixty (60) days period, it shall not constitute an event of default if corrective action is instituted by the Issuer within said sixty (60)-day period and diligently pursued until the default is corrected;

then upon the happening and continuance of any Event of Default, the owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made in the Act or any provision of law.

After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Issuer or rebate only after the payment of past due and current debt service on the Bonds.

The foregoing provisions of paragraph (g) are subject to the following limitations: if by reason of force majeure the Issuer is unable in whole or in part to carry out its agreements herein contained, the Issuer shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; wash-outs; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Issuer, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Issuer, and the Issuer shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Issuer unfavorable to the Issuer.

Section 19. Effect of Registration. The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name any Bond is registered as the Owner of such Bond for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

Section 20. Notices to Owners. Wherever this Ordinance provides for notice to Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such Bonds, at

the address of such Owner as it appears in the Bond Register. In any case where notice to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 21. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

Section 22. Mutilated, Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Ordinance equally and ratably with all other outstanding Bonds. Any additional procedures set forth in the Agreement, authorized in this Ordinance, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

Section 23. Book-Entry System of Bonds.

(a) The Issuer has executed and delivered a Blanket Letter of Representations with The Depository Trust Company, New York, New York (the “*Securities Depository*”), and the terms and provisions of said Letter of Representations shall govern in the event of any inconsistency between the provisions of this Ordinance and said Letter of Representations. All Bonds issued

hereunder will be issued as a single Bond for each maturity in the name of The Depository Trust Company, New York, New York (the “*Securities Depository*”), or its nominee, which will act as depository for the Bonds. Bonds issued to the Securities Depository pursuant to the terms hereof shall constitute “*Book-Entry Bonds*.” During the term of the Book-Entry Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book-entry transfers (collectively, the “*DTC Participants*”). No person for whom a DTC Participant has an interest in any Book-Entry Bond (a “*Beneficial Owner*”) shall receive a bond certificate representing an interest in the Book-Entry Bonds except in the event that the Securities Depository or the Issuer shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of and interest on Book-Entry Bonds will be made by the Paying Agent to the Securities Depository which will in turn remit such payment of principal and interest to its DTC Participants which will in turn remit such principal and interest to the Beneficial Owners of the Book-Entry Bonds until and unless the Securities Depository or the Issuer elects to terminate the book-entry system, whereupon the Issuer shall deliver bond certificates to the Beneficial Owners of the Book-Entry Bonds or their nominees. Bond certificates issued under this section may not be transferred or exchanged except as provided in this section.

(b) For so long as the Securities Depository shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive, hold or deliver any Bond.

(c) For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum sufficient to cover such Beneficial Owner’s allocable share of any tax, fee or other governmental charges that may be imposed in relation thereto.

(d) The Issuer and the Paying Agent will recognize DTC or its nominee as the Bond holder for all purposes, including notices and voting.

(e) Neither the Issuer nor the Paying Agent are responsible for the performance by DTC of any of its obligations, including, without limitation, the payment of moneys received by DTC, the forwarding of notices received by DTC or the giving of any consent or proxy in lieu of consent.

(f) Whenever during the term of the Bonds the beneficial ownership thereof is determined by a book-entry at DTC, the requirements of this Ordinance of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book-entry to produce the same effect.

(g) Upon the reduction of the principal amount of any Book-Entry Bonds, in accordance with the Letter of Representations, the Securities Depository (or the Paying Agent on behalf of the Securities Depository through the Fast Automated Transfer delivery services of the Securities Depository) may either (i) make a notation of such redemption on the Book-Entry Bond, stating the amount so redeemed, or (ii) may return the Book-Entry Bond to the Paying Agent for exchange for a new Book-Entry Bond, authenticated by the Paying Agent in a proper principal amount. The Securities Depository makes a notation on the Book-Entry Bond, such notation may

be made for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Book-Entry Bond Outstanding, unless the Paying Agent has initialed the notation on the Book-Entry Bond.

(h) Upon delivery of Book-Entry Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the bond certificates representing all of those Bonds with the Securities Depository (or the Paying Agent on behalf of the Securities Depository through the Fast Automated Security Transfer delivery services of the Securities Depository). The Securities Depository, or its nominee, will be the sole Bond owner of the Book-Entry Bonds so delivered, and no investor or other party purchasing, selling or otherwise transferring ownership of any Book-Entry Bonds will receive, hold or deliver any bond certificates as long as the Securities Depository holds Book-Entry Bonds immobilized from circulation.

(i) The Book-Entry Bonds may not be transferred or exchanged except:

(i) to any successor of the Securities Depository (or its nominee) or any substitute depository (“*Substitute Depository*”) designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered “*clearing agency*” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(ii) to a Substitute Depository designated by or acceptable to the Commission upon (a) the determination by the Securities Depository that file Bonds shall no longer be eligible for depository services, or (b) determination by the Commission that the Securities Depository is no longer able to carry out its functions, provided that any such Substitute Depository must be qualified to act as such, as provided in subparagraph (i) above; or

(iii) to those persons to whom transfer is requested in written transfer instructions in the event that:

(A) the Securities Depository shall resign or discontinue its services for the Bonds and, only if the Commission is unable to locate a qualified successor within two months following the resignation or determination of non-eligibility; or

(B) upon a determination by the Issuer that the continuation of the book-entry system described herein, which precludes the issuance of certificates to any Bond owner other than the Securities Depository (or its nominee), is no longer in the best interest of the Beneficial Owners of the Bonds.

(j) If at any time DTC ceases to hold the Bonds, all references herein to DTC or the Securities Depository shall be of no further force or effect.

Section 24. Discharge of Ordinance; Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Owner, the principal of and interest on the Bonds, at

the times and in the manner stipulated in this Ordinance, then the pledge of the money, securities, and funds pledged under this Ordinance and all covenants, agreements, and other obligations of the Issuer to the Owner shall thereupon cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay over or deliver all money held by it under this Ordinance to the Issuer.

Bonds or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they are defeased in the manner provided by Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

Section 25. Successor Paying Agent; Paying Agent Agreement. The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this Ordinance is hereby continued and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of an Ordinance or Ordinance giving notice of the termination of the Agreement and appointing a successor, and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. The Chairman of the Governing Authority and/or the Parish President are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

Section 26. Disclosure Under SEC Rule 15c2-12. The Chairman of the Governing Authority, the Parish President and/or the Director of Finance of the Issuer are each hereby empowered and directed to execute an appropriate Continuing Disclosure Certificate if required by either the purchaser of the Bonds or pursuant to S.E.C. Rule 15c2-12(b)(5).

Section 27. Arbitrage. The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto (the “Code”) in order to establish, maintain and preserve the exclusion from “*gross income*” of interest on the Bonds under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be “*arbitrage bonds*” or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds; or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America; or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be “*private activity bonds*.”

The Chairman of the Governing Authority and/or Parish President are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

Section 28. Bonds are “Bank Qualified”. The Bonds are hereby designated as “*qualified tax-exempt obligations*” within the meaning of Section 265(b)(3) of the Code.

Section 29. Publication. A copy of this Ordinance shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer.

Section 30. Official Statement. The preparation and distribution of the Preliminary Official Statement and the Official Statement of the Issuer relating to the Bonds containing security features, other pertinent information as deemed necessary, advisable or desirable and detailed and comprehensive financial and statistical data, is hereby ratified and approved, if necessary. The costs of the preparation, printing, and distribution of the Preliminary Official Statement and the Official Statement, if necessary, shall be paid from the proceeds of the Bonds.

Section 31. Execution of Documents. The Chairman of the Governing Authority and/or Parish President, the Director of Finance and the Clerk of the Governing Authority are hereby authorized to negotiate, execute and deliver any and all documents necessary to the issuance, sale and delivery of the Bonds within the parameters set forth herein, including, but not limited to, the Agreement, the Purchase Agreement and the Local Services Agreement.

Section 32. Headings. The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 33. Severability. In case anyone or more of the provisions of this Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Ordinance or of the Bonds, but this Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of this Ordinance that validates or makes legal any provision of this Ordinance and/or the Bonds, which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Bonds.

Section 34. Ordinance Effective Immediately. This Ordinance shall be effective immediately upon its adoption.

[Remainder of this page intentionally left blank]

7.

On motion by _____ and seconded by _____, the foregoing resolution was hereby declared adopted on this the 12th day of November, 2019 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

Lionell Wells, Chairman
Tangipahoa Parish Council

ATTEST:

Kristen Pecararo, Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

INTRODUCED: October 28, 2019

PUBLISHED: November 7, 2019 - HAMMOND DAILY STAR - OFFICIAL JOURNAL

ADOPTED: November 12, 2019

DELIVERED TO PRESIDENT: _____ day of Novemer, 2019 at _____

APPROVED BY PRESIDENT: _____

VETOED BY PRESIDENT: _____

RECEIVED FROM PRESIDENT: _____ day of November, 2019 at _____

EXHIBIT A

FORM OF BOND

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“*DTC*”) to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

As provided in the Bond Ordinance referred to herein, until the termination of the system of book entry only transfers through The Depository Trust Company, New York, New York (together with any successor security depository appointed pursuant to the Bond Ordinance), and notwithstanding any other provision of the Bond Ordinance to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

No. R-_____

Principal Amount \$_____

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF TANGIPAHOA**

**PARISH OF TANGIPAHOA, STATE OF LOUISIANA
REVENUE AND REFUNDING BONDS,
SERIES 2019**

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
_____, 2019	_____ 1, _____	_____ %	_____

Parish of Tangipahoa, State of Louisiana (the “*Issuer*”), promises to pay, but solely from the source and as hereinafter provided, to:

CEDE & CO. (Tax ID #13-2555119)

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 2020 (each an “*Interest Payment Date*”), at the Interest Rate per annum set forth above (calculated using a year of three hundred sixty (360) days comprised of twelve (12) thirty (30)-day months) until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been made or duly

provided for. The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the corporate trust office of Hancock Whitney Bank, Baton Rouge, Louisiana, or successor thereto (the **"Paying Agent"**), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the fifteenth (15th) calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

This Bond is one of an authorized issue aggregating in principal the sum of _____ Dollars (\$_____) of the Parish of Tangipahoa, State of Louisiana, Revenue and Refunding Bonds, Series 2019 (the **"Bonds"**), all of like tenor and effect except as to number, denomination, interest rate and maturity, said Bond having been issued by the Issuer pursuant to T.P. Ordinance No. 19-___ adopted by the Tangipahoa Parish Council on November 12, 2019 (the **"Ordinance"**), for the purpose of (i) currently refunding all or a portion of the Series 2013 Bonds (the **"Refunding"**); (ii) funding the Series 2019 Project (and together with the Refunding, the **"Project"**); (iii) funding a debt service reserve fund, if necessary; and (iv) paying the costs of issuing the Bonds, including the premium associated with a debt service reserve fund surety, if necessary, all pursuant to the provisions of Chapter 14-A and Section 1430 of Title 39 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority (the **"Act"**).

The Bonds maturing _____ and thereafter shall be subject to prepayment and redemption, at the option of the Issuer in full at any time on or after _____, or in part in inverse order of their maturities and is less than a full maturity then by lot within such maturity, on any Interest Payment Date on or after _____, at a price equal to the principal amount of the Bonds to be prepaid, together with accrued interest to the date of redemption.

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the **"Bond Register"**) in which registration of the Bond and of transfers of the Bond shall be made as provided in the Ordinance. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the 15th calendar day of the month next preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date.

This Bond is secured by and payable solely from a pledge and dedication of Pledged Revenues. The Issuer has covenanted and agreed and does hereby covenant and agree to budget annually a sufficient sum of money to pay the Bond, and the interest thereon, as they respectively mature, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and interest on the Bonds and the Parity Bonds. The Issuer, in

the Ordinance, has also entered into certain other covenants and agreements with the registered owners of the Bond, including a provision for the issuance of *pari passu* obligations hereafter under certain conditions and restrictions, for the terms of which reference is made to the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the Issuer, acting through its governing authority, the Parish Council of the Parish of Tangipahoa, State of Louisiana, has caused this Bond to be executed in its name by the signature of the Parish President and its corporate seal to be impressed hereon.

**PARISH OF TANGIPAHOA,
STATE OF LOUISIANA**

Kristen Pecararo, Council Clerk

Robby Miller, Parish President

(SEAL)

PAYING AGENT’S CERTIFICATE OF REGISTRATION

This Bond is one of the Bonds referred to in the within-mentioned Bond Ordinance.

HANCOCK WHITNEY BANK
Baton Rouge, Louisiana

Date of Registration: _____

By: _____
Authorized Officer

* * * * *

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto

Please Insert Social Security or other Identifying Number of Assignee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

LEGAL OPINION CERTIFICATE

I, the undersigned Clerk of the Parish Council of the Parish of Tangipahoa, State of Louisiana, the governing authority of the Issuer, do hereby certify that the following is a true copy of the complete legal opinion of Butler Snow LLP, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to the Purchaser thereof.

I further certify that an executed copy of the above legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond.

Kristen Pecararo, Council Clerk

STATEMENT OF INSURANCE

[TO COME]

EXHIBIT B

FORM OF PROJECT DISBURSEMENT WRITTEN REQUEST

\$ _____
**PARISH OF TANGIPAHOA, STATE OF LOUISIANA
REVENUE AND REFUNDING BONDS,
SERIES 2019**

Hancock Whitney Bank
445 North Boulevard, Suite 201
Baton Rouge, LA 70802
Telephone: (225) 248-7407
Facsimile: (225) 248-7469
Attention: John C. Shiroda

This Project Disbursement Request (the or this “*Written Request*”) is submitted pursuant to the provisions of Section 9(b) of that certain Ordinance adopted by the governing authority of the Parish of Tangipahoa, Louisiana (the “*Issuer*”) on November 12, 2019 (the “*Ordinance*”).

The Issuer hereby requests the Paying Agent pay to the payee named in subparagraph (b) below from funds held in the Project Fund the amount specified in paragraph (c) below. In support of this Written Request, the Issuer states as follows:

- (a) This Written Request is requisition number _____;
- (b) The person, firm or corporation to whom payment is due is _____
_____;
- (c) Payment is to be made to the following [address] or [account]: _____

_____;
- (d) The amount to be paid or reimbursed is \$ _____;
- (e) The amount referred to in paragraph (d) above has been made or incurred by the Issuer for or in connection with the Project and constitutes costs of the 2019 Project;
- (f) The amount referred to in paragraph (d) was incurred to pay costs of the 2019 Project relating to _____;
- (g) Payment should be made from the Project Fund, there being no subaccounts of the Project Fund;
- (h) Such costs have been incurred by the Issuer and are currently due and payable or have been paid by the Issuer and are reimbursable under the Ordinance;

(i) Each item of such costs is a proper charge against the Project Fund and has not heretofore been paid or reimbursed;

(j) No part thereof was included in any other Written Requests previously filed with the Paying Agent under the provisions of the Ordinance;

(k) The amount of moneys that will remain on deposit in the Project Fund after the withdrawal set forth in this Written Request is made, plus (i) our reasonable estimate of investment income to be earned on moneys in the Project Fund and on the other Funds held under the Ordinance to the extent such investment income is required to be deposited in the Project Fund pursuant to the Ordinance, and (ii) other moneys on hand of the Issuer that are or will be available, and are anticipated by the Issuer to be applied, to pay costs of the 2019 Project will, after payment of the amount requested in this Written Request, be sufficient to complete the Project substantially in accordance with any construction contracts, plans and specifications and building permits therefor, if any, in effect;

(l) To the Issuer’s knowledge, any necessary permits and approvals required for the portion of the 2019 Project for which this Written Request is made have been issued and are in full force and effect; and

(m) The withdrawal and use of the Project Fund moneys for the purpose intended, as described in this Written Request, will not cause any of the representations or certifications contained in the Tax Certificate to be untrue or result in a violation of any covenant in the Tax Certificate.

In accordance with the provisions of the Ordinance, the Issuer has caused this Project Disbursement Written Request to be signed on its behalf this _____ day of _____, 20__.

**PARISH OF TANGIPAHOA,
STATE OF LOUISIANA**

By: _____

STATE OF LOUISIANA
PARISH OF TANGIPAHOA

I, the undersigned Clerk of 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*”), do hereby certify that the foregoing constitutes a true and correct copy of an Ordinance adopted by the Parish on November 12, 2019, providing for the incurring of debt and issuance of not to exceed Seven Million Dollars (\$7,000,000) aggregate principal amount of Parish of Tangipahoa, State of Louisiana Revenue and Refunding Bonds (the “*Bonds*”), prescribing the form, terms and conditions of the Bonds and the security therefor; designating the date, denomination and place of payment of such Bonds; providing for the payment of such Bonds in principal and interest; approving and confirming the sale of such Bonds; and providing for other matters with respect to the Bonds.

IN WITNESS WHEREOF, I have subscribed my official signature of the Parish Council of the Parish of Tangipahoa, State of Louisiana on this, the 12th day of November, 2019.

Kristen Pecararo, Council Clerk

T.P. ORDINANCE NO. 19-46

AN ORDINANCE AMENDING T.P. ORD NO. 18-82 PERTAINING TO THE TANGIPAOHA PARISH DEVELOPMENT REGULATIONS ON VARIOUS REQUIREMENTS AND ALLOWING THOSE REQUIREMENTS TO BECOME REENUMBERED FOR CODIFIATION

WHEREAS, major subdivision developments create increased environmental concerns and transportation issues associated with water drainage and public infrastructure;

WHEREAS, these changes have also been recommended by the subdivision regulation committee of the Tangipahoa Parish Council.

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council, the legislative branch of parish government, which along with the Parish President of Tangipahoa Parish, Louisiana constitute the parish government, the said Tangipahoa Parish Council-President Government having a Home Rule form of government and acting pursuant to the authority of that Home Rule Charter which became effective on October 27, 1986 as follows:

CHANGES/AMENDMENTS TO THE TANGIPAOHA PARISH SUBDIVISION DEVELOPMENT STANDARDS

1. For subdivision developments exceeding 20 acres in size or exceeding 50 lots for all phases of development, **the Parish hereby incentivizes the use of wetlands** and official FEMA designated floodways for preservation as natural open areas for increased stormwater retention, groundwater recharge areas, and outdoor recreational uses. All Corps of Engineers “jurisdictional wetlands” shall be identified on preliminary subdivision plats, and are generally to be preserved as undeveloped open space, with no draining or filling of such, subject to the exceptions provided through Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act and those exceptions recognized by the Corps’ Regional and Nationwide Permits and by the standards adopted herein by the Parish. The applicant or subdivision developer is also to indicate all FEMA identified Special Flood Hazard Areas (A, AE, V, VE zones) on the preliminary subdivision plat and indicate the source of this information. Use of jurisdictionally defined and “permitted”, compensated wetlands (subject to the Army Corps of Engineers and/or State DNR requirements) may be used for primarily road and utility crossings, with proper road and cross drains provided, and for other Parish-approved uses in an amount not to exceed 15% of the designated wetland acreage shown in the wetland determination. If the maximum 15% of wetland acreage must be exceeded because of unavoidable adverse impacts or unusual property topography in which practicable avoidance and minimization has been analyzed, then the applicant or developer may bring this issue to the Parish’s Subdivision Technical Review Committee for consideration of a waiver.

All FEMA designated **floodways** are to be plotted on the preliminary subdivision proposal map, and shall, to the maximum extent possible, remain protected and non-developed, unless a release and waiver is provided by the parish government with a no-rise certificate approved.

All identified wetlands over the 15% approved compensated set-aside (for roads, utilities and other Parish approved uses that benefit infrastructure) may be used for open space and may be used to “trade” for lot density incentives ((smaller clustered *lot density bonus*) elsewhere in the same development, **outside** of the wetland designated area **if** such property is within the designated **Metropolitan Planning Area, as recognized and adopted by the parish** (per attached MPA map). An acre per acre incentivized trade for wetlands and/or Special Flood Hazard Areas “lot density bonus sites” will be allowed.

The following set of development standards are for lots **within** the Parish’s designated Metropolitan Planning Area.

The Lot Density Bonus in MPA areas: Allows for use of minimum and mixed lot sizes, or “clustered” developments, in approved lot density bonus areas in which wetlands or SFHA have been preserved and traded for smaller lot sizes, which shall have a minimum lot width of 70 feet wide road frontage (*see exceptions below), 120 feet in depth, a minimum of 10 foot side yards, and minimum 8400 square feet size per lot in areas that are considered “density bonus sites” within the MPA. An acre for acre trade for preserved wetlands for the density bonus site must be verified by the Parish and indicated on the official preliminary and final plat.

If no wetlands are available on the subdivision site in order to incentivize the use of smaller lot sizes, then an officially identified FEMA SFHA (A and AE zones only) can be used for similar trading in place of wetlands, as 2nd option. The use of wetlands for bonus density sites, is the priority for the Parish.

**Exception: Lots fronting onto approved cul-de-sacs, roundabouts, coved street designs (as per T.P. Ordinance 06-10,) and a minimum of two lots facing onto 90-degree road intersections within the new proposed subdivision, may have lots with widths of less than 70 feet. In such cases, lot widths may be 60 ft wide at the building setback line but will still contain the minimum 8400 square feet allowed in this subdivision. A minimum of 8-foot side yard setback per side will be permitted on such approved lots.*

Lots **not** located within an approved density bonus area (no wetlands incentives) but still **within** the designated MPA area, and within a subdivision being reviewed for approval by the Parish, will remain as presently required by the Parish with a minimum lot of 80’ frontage and 120 in depth (9600 square feet minimum), 10-foot-wide side yards, if there is an approved community sewerage treatment system provided. In this case, the Parish’s normal open space minimum requirement of 15% for new subdivisions with no wetlands, will be used and shown on the plat. (note: FEMA SFHA (A and AE zones only) can be used as optional acreage for density bonus trade).

Wetland and SFHA areas set aside from development can be counted toward the Parish’s open space requirement for subdivisions.

**Tangipahoa Parish uses the definition of wetlands included in the federal Clean Water Act and uses the Army Corps of Engineers of jurisdictional wetlands permitting standards*

2. The following set of development standards are for lots **not within** the Parish’s designated Metropolitan Planning Area.

In those areas within Tangipahoa Parish but **outside** the metropolitan planning area (MPA), minimum lot sizes in all proposed subdivision with approved community sewerage treatment and less than 20 acres or with 9 to 49 lots, shall have a minimum size of 100 feet wide road frontage (*see exceptions below), 120 feet in depth, a minimum of 10 foot side yards, and minimum 12,000 square feet size per lot required in any area outside of the MPA, and if no “density bonus sites” or variances are approved by the Parish. However, there will be no developable, building lots allowed in any designated wetland or floodway outside of the MPA unless such development has received Corps of Engineer’s exemptions or jurisdictional compensation. These subdivisions shall provide for a minimum public open space requirement of 15% of the total acreage, for which wetlands can be included.

For subdivision developments outside of the MPA, exceeding 20 acres in size or exceeding 50 lots for all phases of development, where designated wetlands or SFHA have been set aside and not developed, the minimum lot size may be reduced to 80 feet wide road frontage (*see exceptions below), 120 feet in depth, a minimum of 10 foot side yards, and minimum 9,600 square feet size per lot from the standard 100 ft by 120 feet, and 12,000 square foot minimum.

**Exception: Lots fronting onto approved cul-de-sacs, roundabouts, coved street designs (as per T.P. Ordinance 06-10,) and/or a minimum of two lots facing onto 90-degree road*

intersections within the new proposed subdivision, may have lots with frontage widths of less than 80 feet or 100 feet respectively. In such cases, lot widths may be 60 ft wide at the building setback line but will still contain the minimum 9,600 or 12,000 square feet allowed in this subdivision. A minimum of 8-foot side yard setback per side will be permitted on such approved lots.

3. **Wetland Area Location and Designation:** Any property including identified wetlands being utilized as a trade for lot density incentives as stated above must be contiguous with the developed property and identified on any plat submitted for review by the Parish Planning Commission. Furthermore, the identified wetlands must be designated as undevelopable through one of the following methods:

A. The identified wetlands are deed restricted in clear and unambiguous language on both the deed and the recorded plat as being undevelopable and the designated areas shall remain undisturbed in their natural state in perpetuity; or

B. The identified wetlands are donated to the Parish of Tangipahoa, State of Louisiana, or an agency thereof, for the purpose of creating a conservation area, or other deed restricted parcel ensuring the identified wetlands remain undisturbed and in their natural state.

C. Any act of donation or other act transferring the property to the parish, state, or subdivision of either, which includes the identified wetland shall include provisions ensuring the identified wetlands remain undisturbed and in their natural state in perpetuity.

4. **Open Space Area Requirement:** Preserved wetland, 100-year floodway and/or floodway areas may be counted towards meeting the Parish’s minimum community open space requirement of 15% of the subject property being subdivided. If there are no bonus incentivized areas approved, then the preliminary and final plat shall indicate those areas included in the minimum 15% open space. This requirement does not include family or mini partitions and small development parcels as defined by the Parish Subdivision Ordinance.

5. **Transportation Study and/or Daily Traffic Analysis:** Information and projections resulting from the full proposed subdivision development shall be provided by the property owner or developer for roadway/traffic planning purposes in order to determine connecting streets, the need for turning lanes, or right-of-way donations for future road enhancements. The Parish will use this information to compare with Parish roadway proposals and Regional Planning Commission (RPC) or DOTD road identification classifications and their future roadway improvements or enhancements. This requirement exempts proposals qualifying as mini-partitions or family partitions and those residential developments of 50 housing units or less.

Increased use of roadways and traffic projections for developments will be uses for planning of the Parish’s 5-year road plans. The Parish’s 5-year road plans should include projected roadway turning lanes, safety needs, and widening needed, in addition to the traditional road overlay projections.

6. **Required Creation of a Homeowner’s or Property-owner’s Association:** New subdivision requirement that each residential development consisting of 50 or more lots create a legal, not-profit entity, and a working structure, for a Property-owner’s/Homeowner’s Association (HOA) organization. This legal instrument will be filed with the Parish Planning office and the Clerk of Court by the developer, at the same time infrastructure bonds are provided. Family partitions and mini-partitions are not required to create these entities, or for those developments in which the Parish has provided a variance to such requirement for the creation of an Association.

7. **Use of Best Management Practices (BMPs) and/or Low Impact Developments (LIDs)** are required for use of sediment and erosion control and stormwater retention and mitigation, both during and after construction but not including development defined as

family partition, mini-partition and small developments. The developer’s use and description of at least 2 of the approved BMPs shall be included with their BMP Plan and included in approved construction plans within subdivision plan construction drawings, and on each building lot plan (where applicable) as provided by the Parish. Installation of these BMPs will be inspected by the Parish for proper maintenance during and after the project construction phase, unless the State inspects such activity as part of an approved SWPPP, which can be counted as one BMP used by the developer. This will include recommendations for use of BMPs from the Parish’s Stormwater Mitigation Committee. Recommended BMP’s to be utilized are both construction- related and long-term BMPs, and include:

- × Increased use of approved pervious pavements in subdivision parking areas, common areas, and cul-de-sacs (not including paved public streets). Permeable pavement designs may include pervious concrete, pervious asphalt, pervious interlocking concrete pavers, plastic reinforced grass pavement, and in some cases, stone or gravel parking that is approved by the Parish;
- × Bioswales to collect and filter stormwater;
- × Pier foundations for home/building within a designated floodplain;
- × Erosion and sediment run-off control and filtering before the water enters a stream or ditch (SWPPP BMP Plan). Provide SWPPP to Parish Permit office from State DEQ approval, if applicable;
- × Use of temporary swales or retention basins during construction;
- × Rain gardens in common areas or along roadways;
- × Other BMPs or Low Impact Development designs approved by the Parish Planning and Permit Departments.

8. **Approval of a Land Clearing Permit** Approval of a Land Clearing Permit from the Parish is required for parcels of twenty (20) acres or more. All applications shall include a Jurisdictional Determination (JD) performed by a qualified professional. Evidence of submittal of the JD to the U.S. Army Corps of Engineers (USACoE) shall also accompany the permit application. If the site does not contain wetlands, any further site development shall follow the applicable development regulations as set forth by the Parish. If the site does contain wetlands, those wetland areas shall be field marked and no clearing operations shall be performed in those wetland areas. Any further site development shall not disturb the identified wetland areas until the site development plan is approved by the Parish. Prior to any construction activities on the site, USACoE concurrence of the JD shall be submitted to the Parish. Any wetland modification shall meet the requirements set forth by the Parish and shall be properly permitted by the USACoE and Louisiana Department of Natural Resources (if applicable).

This pertains to all subdivision developments, but specifically excludes the following: Single residential structures (homes) with a construction permit, commercial forestry or timber operations with a logging permit, farming operations as defined by La Dept of Ag, and normal maintenance or pruning.

9. **Separability** If any part or provision of these regulations or application thereof to any person or circumstances is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in all controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations on the application thereof to other persons or circumstances. The Parish of Tangipahoa Council hereby declares that it would have enacted the remainder of these regulations even without any such part, provisions, or application.

10. **Conflict with Other Public Provisions** These regulations are not intended to interfere with or abrogate any other ordinance, rule, or regulation, statute, or other provision of law outside of the intended Parish subdivision regulations. Where any provision of these regulations imposes restrictions different from those imposed by any other provision of these regulations, or any ordinance, rule, or regulation, then whichever provisions are more restrictive or impose higher standards shall control.

BE IT FURTHER ORDAINED by the Tangipahoa Parish Council that this ordinance shall take effect immediately upon the signature of the Tangipahoa Parish President.

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 a duly scheduled and noticed public hearing;

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 12th day of November, 2019 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING: 0

ATTEST:

Kristen Pecararo, Clerk of Council
Tangipahoa Parish Council

Lionell Wells, Chairman
Tangipahoa Parish Council

INTRODUCED: October 28, 2019

PUBLISHED: November 7, 2019 The Daily Star- OFFICIAL JOURNAL

ADOPTED BY TPC: November 12, 2019

DELIVERED TO PRESIDENT: _____ day of November, 2019 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of November, 2019 at _____

T.P. Ordinance No. 19-47

AN ORDINANCE PLACING 20 MPH SPEED LIMIT SIGNS AND DRIVE LIKE YOUR KIDS LIVE HERE SIGNS ON GENERAL OTT LANE IN DISTRICT NO. 10 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) 20 MPH Speed Limit signs on General Ott Lane in District No. 10
- 2) Drive Like Your Kids Live Here signs on General Ott Lane in District No. 10

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.

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 12th day of November, 2019 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Kristen Pecararo
Clerk of Council
Tangipahoa Parish Council

Lionell Wells
Chairman
Tangipahoa Parish Council

INTRODUCED: October 28, 2019

PUBLISHED: November 7, 2019

DAILY STAR
OFFICIAL JOURNAL

ADOPTED: November 12, 2019

DELIVERED TO PRESIDENT: _____ day of November, 2019 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of November, 2019 at _____

12.

RECEIVED FROM PRESIDENT: _____ day of November, 2019 at _____

2020 TPC Meeting Schedule**(2nd and 4th Monday unless otherwise noted)******Agenda deadline is Monday, one week prior to meeting, at noon. Subject to change due to holidays or Clerk's absence****

January 13, 2020

January 27, 2020

February 10, 2020

February 24, 2020

March 9, 2020

March 23, 2020

April 13, 2020

April 27, 2020

May 11, 2020

May 26, 2020 (Tuesday)

June 8, 2020

June 22, 2020

July 13, 2020

July 27, 2020

August 10, 2020

August 24, 2020

September 14, 2020

September 28, 2020

October 13, 2020 (Tuesday)

October 26, 2020

November 9, 2020

November 23, 2020

December 14, 2020

December 28, 2020

Tangipahoa Parish Holiday Schedule 2020

Wednesday, January 1 st	New Year's Day
Monday, January 20 th	Martin Luther King, Jr.'s Birthday
Monday, February 17 th	President's Day
Tuesday, February 25 th	Mardi Gras
Friday, April 10 th	Good Friday
Monday, May 25 th	Memorial Day
Friday, July 3 ^d	Independence Day
Monday, September 7 th	Labor Day
Monday, October 12 th	Columbus Day
Wednesday, November 11 th	Veterans Day
Thursday, November 26 th Friday, November 27 th	Thanksgiving
Thursday, December 24 th Friday, December 25 th	Christmas
Thursday, December 31 st	New Year's Eve

Tangipahoa Voluntary Council on Aging
(3 year terms)

Contact: Mrs. Debi Flemming
985-7487486
106 North Bay Street
Amite, La 70422

Meets 3rd
Wednesday of month
at 8:30AM.
Location rotates

Governor’s Office of Elderly Affairs rules: if someone fills an unexpired term of less than 18 months, it is not counted as a full term.

Commissioner	Appointed By	Term	Expiration
Juiet Schillings	1	1	October 2020
Ronald Peevy	2	1	October 2020
Chris Chappell 985-474-0716	3	1	October 2021
Robin Dagro	4	1	October 2019
Elsa Blessey 985-320-2131	5	1	October 2019
Coleen Ebarb	6	1	October 2020
Terrilyn Dunn 985-507-0040	7	1	October 2021
Frank Fortenberry	8	1	October 2020
Carl Wells	9	2	October 2019
Janet Dennis 504-430-7029	10	1	October 2021

15.

Debi Fleming
985-748-3199 Fax



P. O. BOX 215 • AMITE, LOUISIANA 70422
(985) 748-3211 • FAX (985) 748-8994
www.tangipahoa.org

TANGIPAHOA PARISH
BOARD COMMITTEE APPOINTEE INFORMATION

Name: Anthony Mercante

Committee of Interest: Tangipahoa Voluntary Council on Aging

Physical Address: 41196 N. Hoover Rd
Ponchartraine, LA 70454

Mailing Address: Same

Hm No.: (985) 386-0361

Cell No.: (985) 351-3475

Wk No.: (985) 386-6556

E-Mail Address: anthonymercante@bellsouth.net

Occupation: Pharmacist

Years of Residence in Tangipahoa Parish: 61 years

Have you served on any Parish committee previously? YES NO

If Yes, what committee/s TVCOA

Appointed by: _____

By signing below, I certify that the foregoing information is correct.
X [Signature] Date 10-10-2019