

PUBLIC NOTICE - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, February 28, 2022 Immediately Following the Public Hearing Held At 5:30 PM At Tangipahoa Parish Gordon A Burgess Governmental 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, February 28, 2022 at 5:30 PM At Tangipahoa Parish Gordon A Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following:

- T. P. Ordinance No. 22-01 - An ordinance to grant a variance to Section 17-5.2 Special Classification Property Development Standards of Mobile/Manufactured Homes Placement for Diane Carr Lots 16, 17, 18 of Woodland Park Subdivision in Hammond, LA in Tangipahoa Parish, District No. 7
- T.P. Ordinance No. 22-02 - An ordinance amending and enacting Chapter 17 - Planning and Development, Article IV - Standards for Subdivision of Property, Section 17-4.3 - Major Subdivision Standards, A. General Design Standards, (2) Street Standards
- T.P. Ordinance No. 22-03 - An ordinance amending and enacting Chapter 17- Planning and Development, Article V - Standards for Development of Property, Section 17-5.7 - General Commercial Property Development Setbacks and Buffer Areas

**Tangipahoa Parish Council
Tangipahoa Parish Gordon A Burgess Governmental Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
February 28, 2022**

CALL TO ORDER

CELL PHONES - *Please Mute or Turn Off*

INVOCATION

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

ROLL CALL

- 1. PRESENTATION of Road Dedication framed pictures

ADOPTION OF MINUTES of regular meeting dated February 14, 2022

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

PARISH PRESIDENT'S REPORT

- 2. Financial Report
- 3. APPROVAL OF CHANGE ORDER #2 for RJ Daigle & Sons Contractors, Inc. - Phase 22 (FY 2021) Overlay Program
- 4. APPROVAL OF SUBSTANTIAL COMPLETION for Phase 22 (FY 2021) Overlay Program
- 5. APPROVAL OF SUBSTANTIAL COMPLETION for Sibley Road

REGULAR BUSINESS

ADOPTION OF ORDINANCES

- 6. ADOPTION of T. P. Ordinance No. 22-01 - An ordinance to grant a variance to Section 17-5.2 Special Classification Property Development Standards of Mobile/Manufactured Homes Placement for Diane Carr Lots 16, 17, 18 of Woodland Park Subdivision in Hammond, LA in Tangipahoa Parish, District No. 7
- 7. ADOPTION of T.P. Ordinance No. 22-02 - An ordinance amending and enacting Chapter 17 - Planning and Development, Article IV - Standards for Subdivision of Property, Section 17-4.3 - Major Subdivision Standards, A. General Design Standards, (2) Street Standards
- 8. ADOPTION of T.P. Ordinance No. 22-03 - An ordinance amending and enacting Chapter 17- Planning and Development, Article V - Standards for Development of Property, Section 17-5.7 - General Commercial Property Development Setbacks and Buffer Areas

INTRODUCTION OF ORDINANCES

- [9.](#) INTRODUCTION of T.P. Ordinance No. 22-04 - An ordinance placing 15 mph speed limit signs and Drive Like Your Kids Live Here signs on Marie Court in District No. 2 in Tangipahoa Parish in accordance with Chapter 20, Streets, Roads, Sidewalks and Drainage - Article I, In General – Section 20-16
- [10.](#) INTRODUCTION of T.P. Ordinance No. 22-05 - An ordinance to authorize a Cooperative Endeavor Agreement by and between the Tangipahoa Parish Council-President and Loranger Dixie Baseball, Inc concerning Loranger Recreation District No. 104
- [11.](#) INTRODUCTION of T.P. Ordinance No. 22-06 - An ordinance to grant a variance to Tangipahoa Parish Code of Ordinances Chapter 5 - Section 5-38- "Location of Establishments Restricted" for Havis Investments LLC dba The Original Chookies and Oyster Bar, Assessment #6190022, in Tangipahoa Parish, Council District No. 7
- [12.](#) INTRODUCTION of T.P. Ordinance No. 22-07 - An ordinance adopting and enacting a new code for Tangipahoa Parish, Louisiana providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective

ADOPTION OF RESOLUTION

- [13.](#) ADOPTION of T.P. Resolution No. R22-04 - A Resolution authorizing the Tangipahoa Parish President to execute any and all documents in regards to a Cooperative Endeavor Agreement between the Town of Amite City and Tangipahoa Parish Government concerning construction of a new water tower

BEER, WINE, AND LIQUOR PERMITS

LEGAL MATTERS

14. EXECUTIVE SESSION Devon Wells v. Tangipahoa Parish, Docket#2019-0003933, 21st JDC, Tangipahoa Parish

COUNCILMEN'S PRIVILEGES

ADJOURN

Jill DeSouge
Clerk of Council

Daily Star
Please Publish February 24, 2022

Posted @ T.P. Gordon A. Burgess Governmental Building February 24, 2022

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

TANGIPAHOA PARISH GOVERNMENT CONTRACT CHANGE ORDER		Date FEBRUARY 24, 2022	
To (Contractor) RJ DAIGLE & SONS CONTRACTORS, INC. P. O. BOX 1960 GONZALES, LA. 70707		PROJECT OVERLAY PROGRAM PHASE 22 FY 2021	
		Location	
		Contract No.	
		Change Order No. 2	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Description of changes - quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	ASPHALT PATHING SCOPE CHANGE ADJUSTMENTS	\$	\$82,375.01
Change in contract price due to this Change Order:			
Total decrease			
Total increase			
Difference between Col. (3) and (4)		\$	\$
Net <u>increase</u> (decrease) contract		\$	\$82,375.01
		\$	\$
		\$	\$82,375.014
The sum of <u>\$482,375.01</u> Is hereby increased (increase from) the total contract price, and the total adjusted contract price to date thereby is \$ <u>4,064,956.22</u>			
The time provide for completion in the contract is (changed) (increased (decreased) by Calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.			
Recommended by		Architect/Engineer	Date

Accepted by	Contractor	Date
Approved by	Owner	Date

JUSTIFICATION FOR CHANGE	Project No OVERLAY PROGRAM PHASE 22 FY 2021	
	Contract No.	
	Change Order No. 2	
<p>1. Necessity for change: ADDITONAL ASPHALT AND PATCHING</p>		
2. Is proposed change an alternate bid?	X Yes	X No
3. Will proposed change alter the physical size of the project? If AYes,@ explain.	Yes X	No
<p>4. Effect of this change on other prime contractors: NONE</p>		
5. Has consent of surety been obtained?	Yes X	Not necessary
6. Will this change affect expiration or extent of insurance coverage? If AYes,@ will the policies be extended?	Yes	NoX No
<p>7. Effect on operation and maintenance cost:</p>		
Owner	Date	



POST OFFICE BOX 215
AMITE, LOUISIANA 70422

OFFICE (985) 748-3211
FAX (985) 748-7576

ROBBY MILLER
PARISH PRESIDENT

NOTICE OF FINAL ACCEPTANCE

**RJ DAIGLE & SONS CONTRACTORS, INC.
TANGIPAHOA PARISH**

Notice is hereby given to all concerned that the original contract in the amount of (3,887,048.90) dated April 8, 2021, and Change Order 1 in the amount of (95,532.31) dated May 24, 2021, and Change Order #2 in the amount of (82,375.01) dated February 24, 2021 between the Tangipahoa Parish Government (Owner) and RJ DAIGLE & SONS CONTRACTORS, INC.(Contractor), has been substantially completed in conformity with plans and specifications and is hereby accepted on the 28th day of February, 2022. Recorded with the Tangipahoa Clerk of Court on April 8, 2021, File Number 1072535 Book 3024 and Page 1 and

However, the 5% retainage will be withheld until the forty-five (45) day lien period has been satisfied. This lien period is to begin with the 28th of February, 2022 acceptance date.

APPROVED BY:

DONNA DOMIANO
PURCHASING AGENT

**PLEASE PUBLISH
DAILY STAR MARCH 1, 2022**

COUNCIL

TRENT FORREST
DISTRICT 1

JOHN INGRAFFIA
DISTRICT 2

LOUIS "NICK" JOSEPH
DISTRICT 3

CARLO S. BRUNO
DISTRICT 4

H. G. "BUDDY" RIDGEL
DISTRICT 5

EMILE "JOEY" MAYEAUX
DISTRICT 6

LIONELL WELLS
DISTRICT 7

DAVID P. VIAL
DISTRICT 8

BRIGETTE HYDE
DISTRICT 9

KIM LANDRY COATES
DISTRICT 10



POST OFFICE BOX 215
AMITE, LOUISIANA 70422

OFFICE (985) 748-3211
FAX (985) 748-7576

ROBBY MILLER
PARISH PRESIDENT

NOTICE OF FINAL ACCEPTANCE

RJ DAIGLE & SONS CONTRACTORS, INC.
TANGIPAHOA PARISH

Notice is hereby given to all concerned that the original contract in the amount of **(170,713.78)** dated August 31, 2021, and Change Order 1 in the amount of (42,989.03) dated January 24, 2022 between the Tangipahoa Parish Government (Owner) and RJ DAIGLE & SONS CONTRACTORS, INC.(Contractor), has been substantially completed in conformity with plans and specifications and is hereby accepted on the 24th day of February, 2022. Recorded with the Tangipahoa Clerk of Court on August 4, 2021, File Number 1081780 Book 3077 and Page 266..

However, the 5% retainage will be withheld until the forty-five (45) day lien period has been satisfied. This lien period is to begin with the 24th of February,, 2022 acceptance date.

APPROVED BY:

DONNA DOMIANO
PURCHASING AGENT

PLEASE PUBLISH
DAILY STAR MARCH 1, 2022

COUNCIL

TRENT FORREST
DISTRICT 1
EMILE "JOEY" MAYEAUX
DISTRICT 6

JOHN INGRAFFIA
DISTRICT 2
LIONELL WELLS
DISTRICT 7

LOUIS "NICK" JOSEPH
DISTRICT 3
DAVID P. VIAL
DISTRICT 8

CARLO S. BRUNO
DISTRICT 4
BRIGETTE HYDE
DISTRICT 9

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

T. P. ORDINANCE NO. 22-01

AN ORDINANCE TO GRANT A VARIANCE TO SECTION 17-5.2 SPECIAL CLASSIFICATION PROPERTY DEVELOPMENT STANDARDS OF MOBILE/MANUFACTURED HOMES PLACEMENT FOR DIANE CARR LOTS 16, 17, 18 OF WOODLAND PARK SUBDIVISION IN HAMMOND, LA IN TANGIPAHOA PARISH, DISTRICT NO. 7

WHEREAS, Diane Carr is requesting to develop Lots 16, 17, 18 for a combined .33 acres of property in Woodland Park Subdivision, Hammond, LA; and

WHEREAS, Tangipahoa Parish Code of Ordinances Chapter 17 Planning and Development, Article V Standards for Development of Property, Section 17-5.2 Special Classification Property Development Standards, A. Mobile/Manufactured Homes Placement Standards for placement on a single lot (1.) Lot size: An individual parcel of record shall be a minimum of one half (1/2) acre for placement of a manufactured; and

WHEREAS, the Carr combined lots are only .17 tenths of an acre short of the one half (1/2) acre requirement; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance to this section of the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to Diane Carr to obtain approval to place a single Mobile/Manufactured Home on the combined Lots 16,17, 18 of Woodland Park Subdivision once all other requirements have been satisfied;

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

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

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 28th day of February, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

Brigette Hyde
Chairwoman
Tangipahoa Parish Council

INTRODUCED: February 14, 2022

PUBLISHED: February 10, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: February 28, 2022

DELIVERED TO PRESIDENT: _____ day of March, 2022 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of March, 2022 at _____

T.P. Ordinance No. 22-02

AN ORDINANCE AMENDING AND ENACTING CHAPTER 17 - PLANNING AND DEVELOPMENT, ARTICLE IV – STANDARDS FOR SUBDIVISION OF PROPERTY, SECTION 17-4.3 – MAJOR SUBDIVISION STANDARDS, A. GENERAL DESIGN STANDARDS, (2) STREET STANDARDS

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, State of Louisiana, acting as the Governing Authority thereof revises and amends the Tangipahoa Parish Code of Ordinance, Chapter 17 Planning and Development, Article IV Standards for Subdivision of Property, Section 17-4.3 Major Subdivision Standards, A. General Design Standards, (2) Street Standards, as follows:

CHAPTER 17 – PLANNING AND DEVELOPMENT

ARTICLE IV – STANDARDS FOR SUBDIVISION OF PROPERTY

Sec. 17-4.3 - Major Subdivision Standards

A. General Design Standards: The Design Standards in this section shall apply to subdivisions, as defined in this section.

(2.) Streets Standards

- (a) The arrangement, character, extent, width, grade, and location of all streets will conform to the specifications of the Louisiana Department of Transportation and Development (LA DOTD).
- (b) Street jogs with centerline offsets of less than one hundred and twenty-five foot will be avoided. See Appendix C.
- (c) A tangent at least one-hundred foot long shall be used between reverse curves. See Appendix C
- (d) Streets will be laid out so as to intersect at right angles.
- (e) Property lines at intersections will be rounded with a radius of thirty foot or greater.
- (f) All hard surfaced, dead-end streets will end with a Cul-de-sac or “T” turn around. Cul-de-sac shall have a minimum right-of-way diameter of one hundred and twenty foot and a minimum roadway surface diameter of one hundred foot. See Appendix C.
- (g) Streets that have a left or right turn with a central angle of 80-100 degrees may incorporate a semi cul-de-sac. See Appendix C.
- (h) No street names will be used which will duplicate or be confused with the names of existing streets filed with the 911 Office.
- (i) All streets and road rights-of-way will be 60 foot or greater for open ditch subdivisions, 50 ft or greater for curb and gutter.
- (j) Typical street detail will be followed with all streets. See Appendix C.
- (k) All entrances to a subdivision shall be approved by the Planning Commission.
- (l) Street name and safety enforcement signs shall be posted in the subdivision by the developer and shall conform to M.U.T.C.D. published by Fed. Hwy. Admin.).
- (m) In the case of existing Parish maintained streets, the developer will dedicate right-of-way for this street. If the developer decides to upgrade the road, the Parish is only responsible for the maintenance of said road in the condition existing at the time of completion of the subdivision. Property owners may petition the Parish Council for upgrading and will pay for the upgrading on a front foot basis.
- (n) The design engineer must certify that any improvement tests meet requirements of the LA Standard Specifications for Roads and Bridges and of the Planning Commission.
- (o) Gravel Roads are allowed in subdivisions, however see Chapter 20 for restrictions on acceptance of Gravel Roads into the Parish maintenance system.
- (p) It shall be prohibited for any lot within an approved subdivision to have rear access via a driveway to or from any street or road that is not dedicated within the boundaries of the approved subdivision plat.

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.

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

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 28th day of February, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

Brigette Hyde
Chairwoman
Tangipahoa Parish Council

INTRODUCED: February 14, 2022

PUBLISHED: February 10, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: February 28, 2022

DELIVERED TO PRESIDENT: _____ day of March, 2022 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of March, 2022 at _____

T.P. Ordinance No. 22-03

AN ORDINANCE AMENDING AND ENACTING CHAPTER 17 -
PLANNING AND DEVELOPMENT, ARTICLE V – STANDARDS FOR
DEVELOPMENT OF PROPERTY, SECTION 17-5.7 - GENERAL
COMMERCIAL PROPERTY DEVELOPMENT SETBACKS AND BUFFER
AREAS

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, State of Louisiana, acting as the Governing Authority thereof revises and amends the Tangipahoa Parish Code of Ordinance, Chapter 17 Planning and Development, Article V Standards for Development of Property, Section 17-5.7 General Commercial Property Development Setbacks and Buffer as follows:

CHAPTER 17 – PLANNING AND DEVELOPMENT

ARTICLE V – STANDARDS FOR DEVELOPMENT OF PROPERTY

Sec. 17-5.7-General Commercial Property Development Setbacks and Buffer Areas-

~~A minimum of twenty five foot (25') buffer area shall be established and maintained between conflicting uses caused by the location of a new commercial development being constructed or expanded adjacent to property being used for residential purposes unless approved by the Parish Planning Commission. No building or permanent structure shall be located within this buffer area. The buffer area may be used for parking, underground utilities, drainage, green area (landscaping and planning), and access.~~

A. Building Side and Rear Setbacks:

- Twenty-five feet (25') side and rear setback is required for all commercial buildings.
- Setbacks are measured from right-of-way lines. In cases when the right-of-way lines cannot be determined, setback line will begin 18 inches behind the backslope of the drainage ditches.
- Ten feet (10') from property line shall remain a greenspace buffer. Utilities and drainage infrastructure may be placed within this ten foot (10') greenspace.
- The remaining fifteen feet (15') of the setback may be encumbered with driveways, parking lots, or other appurtenances as needed and as approved by the parish engineer
- In no cases shall the remaining fifteen feet (15') be encumbered with a building, shed, inhabitable structure and/or uninhabitable structure

B. Building Front Setback:

- Fifty feet (50') front setback required for all commercial buildings.
- Setbacks are measured from right-of-way lines. In cases when the right-of-way lines cannot be determined, setback line will begin 18 inches behind the backslope of the drainage ditches.
- Twenty feet (20') from right-of-way line shall remain a greenspace buffer. Utilities and drainage infrastructure may be placed within this twenty foot (20') greenspace.
- The remaining thirty feet (30') of the setback may be encumbered with driveways, parking lots, or other appurtenances as needed and as approved by the parish engineer
- In no cases shall the remaining thirty feet (30') be encumbered with a building, shed, inhabitable structure and/or uninhabitable structure

- C.** The buffer area shall be established and maintained by the owner of the property on which the new developments are established.
- D.** The buffer area shall also have an eight-foot-high solid fence or other approved barrier between residential areas and these developments. This fence shall be located within one (1) foot of the property line ~~unless approved by the community development director.~~
- ~~**D.** The twenty five foot buffer area and eight foot fence or other approved barrier requirements shall be waived if all adjacent landowners to the required buffer area submit a notarized letter of no objection.~~
- ~~**E.** Property frontage shall have a minimum setback of 50 foot from public right-of way lines. In cases when the right of way lines cannot be determined setback line will begin 18 inches behind the backslope of the drainage ditches.~~

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.

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

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 28th day of February, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

 Jill DeSouge
 Clerk of Council
 Tangipahoa Parish Council

 Brigette Hyde
 Chairwoman
 Tangipahoa Parish Council

INTRODUCED: February 14, 2022

PUBLISHED: February 10, 2022 OFFICIAL JOURNAL Hammond
 Daily Star

ADOPTED BY TPC: February 28, 2022

DELIVERED TO PRESIDENT: _____ day of March, 2022 at _____

APPROVED BY PRESIDENT: _____
 Robby Miller Date

VETOED BY PRESIDENT: _____
 Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of March, 2022 at _____

T.P. Ordinance No. 22-04

AN ORDINANCE PLACING 15 MPH SPEED LIMIT SIGNS AND DRIVE LIKE YOUR KIDS LIVE HERE SIGNS ON MARIE COURT IN DISTRICT NO. 2 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) 15 MPH speed limit signs on Marie Court in District No. 2
- 2) Drive like your kids live here signs on Marie Court in District No. 2

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.

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

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 14th day of March, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

Brigette Hyde
Chairwoman
Tangipahoa Parish Council

INTRODUCED: February 28, 2022

PUBLISHED: February 24, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: March 14, 2022

DELIVERED TO PRESIDENT: _____ day of March, 2022 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of March, 2022 at _____

T.P. Ordinance No. 22-05

**AN ORDINANCE TO AUTHORIZE A COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN THE TANGIPAHOA PARISH COUNCIL-PRESIDENT
GOVERNMENT AND LORANGER DIXIE BASEBALL, INC CONCERNING
LORANGER RECREATION DISTRICT NO. 104**

WHEREAS, the Tangipahoa Parish Council-President Government as part of an effort to upgrade the public facilities of the Parish, seeks to renovate, repair, and upgrade a sports park facility located within Loranger Recreation District No. 104; and

WHEREAS, due to lack of funding, in order to accomplish this goal, the Parish enters into this agreement with Loranger Dixie Baseball; and

WHEREAS, the Parish owns approximately 20.154 acres as shown on the survey performed by Lanier Surveying dated April 9, 2007, which is where the park is located; and

WHEREAS, the Parish wishes to lease the park to Loranger Dixie Baseball for the term of a period of ten (10) years, with an additional (10) year option for Loranger Dixie Baseball, in an effort to renovate, repair, and upgrade the park; and

BE IT ORDAINED by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, that the Tangipahoa Parish President, Charles R. Miller, be and is hereby authorized to enter into the attached lease agreement by and between the Tangipahoa Parish Council-President and Loranger Dixie Baseball, Inc.

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.

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

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 14th day of March, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

Brigette Hyde
Chairwoman
Tangipahoa Parish Council

INTRODUCED: February 28, 2022

PUBLISHED: February 23, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: March 14, 2022

DELIVERED TO PRESIDENT: _____ day of March, 2022 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of March, 2022 at _____

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TANGIPAHOA PARISH GOVERNMENT
AND
LORANGER DIXIE BASEBALL, INC.**

This **COOPERATIVE ENDEAVOR AGREEMENT** (hereinafter “CEA”) is made and entered into this _____ day of _____, 2022, in duplicate originals, by and between TANGIPAHOA PARISH GOVERNMENT (hereinafter “Parish”), a political subdivision of the State of Louisiana, with mailing address of Post Office Box 215, Amite, Louisiana 70422, represented herein by its duly authorized Parish President, Charles R. Miller, and LORANGER DIXIE BASEBALL, INC. (hereinafter Loranger Baseball), a private 501(c)(3) corporation duly authorized and doing business in the State of Louisiana, with mailing address Post Office Box 374, Loranger, Louisiana 70446, represented herein by its duly authorized President, Ryan Rivers, for the public purposes hereinafter declared.

WITNESSIETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, “[f]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

WHEREAS, the Parish, as part of an overall effort to upgrade the public facilities of the Parish, seeks to renovate, repair, and upgrade a sports park facility located within Loranger Recreation District No. 104 (hereinafter “the park”); and

WHEREAS, due to lack of funding, in order to accomplish this goal, the Parish enters into this agreement with Loranger Baseball; and

WHEREAS, the Parish owns approximately 20.154 acres as shown on the survey performed by Lanier Surveying dated April 9, 2007, which is where the park is located; and

WHEREAS, the Parish wishes to lease the park to Loranger Baseball in an effort to renovate, repair, and upgrade the park; and

WHEREAS, the park is utilized by the general public, and will continue to be used by the general public; and

WHEREAS, Loranger Baseball wishes to renovate, repair, and upgrade the park for the enjoyment of their teams as Loranger Baseball has been a major component of the quality of life in the Loranger area; and

WHEREAS, this CEA memorializes, set forth, and governs the herein agreed upon actions and efforts of the Parish and Loranger Baseball in furtherance of this objective; and

WHEREAS, the Parish, by and through its President, by resolving to and entering into this CEA, and pursuant to Ordinance No. _____ authorizing the Parish to enter into this agreement with Loranger Baseball, hereby accepts same as a binding agreement; and

WHEREAS, Loranger Baseball, by and through its President, by resolving to and entering into this CEA, hereby accepts the same as a binding agreement; and

WHEREAS, the Parish and Loranger Baseball have determined that the conditions and requirements set forth herein are acceptable, that the mission of the Parish and the interest of the people of Tangipahoa Parish are best served by the exchange of rights and obligations contained herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. Purpose

1.1 The Recitals set forth hereinabove are hereby incorporated herein and expressly made part of this Agreement.

1.2 The Parish will lease the park to Loranger baseball, said park is approximately 20.154 acres located within Loranger Recreation District 104. Said property will be more fully described in the lease to be executed in connection herewith.

II. Term

2.1 The term of the lease shall be for a period of ten (10) years, with an additional ten (10) year option for Loranger Baseball.

2.2 Should Loranger Baseball violate any of the responsibilities owed by them pursuant to this agreement or the subsequent lease, the Parish shall have the option to terminate this Agreement and the subsequent lease agreement immediately.

III. Responsibilities of the Parties

3.1 Loranger Baseball shall be responsible for upkeep, upgrading, renovations, repairs and any and all associated costs and expenses.

3.2 Loranger Baseball shall maintain liability insurance on the park for a minimum policy amount of \$1,000,000.00. Loranger baseball shall submit evidence of coverage to the Parish on an annual basis.

3.3 Loranger Baseball shall submit to the Parish a copy of its policy and procedures for allowing other groups and individuals to utilize the park in addition to Loranger Baseball.

3.4 The Parish shall, through appropriate council action, approve this CEA and shall undertake any additional action necessary in completing the lease of the park.

3.5 The Parish shall grant Loranger Baseball full access and use of the park property and concession stand. Loranger Baseball shall not pay the Parish anything directly for this lease.

3.6 The Parish and Loranger Baseball shall be further bond by any obligations and responsibilities contained within the lease agreement to be executed in connection herewith.

IV. Severability

4.1 If any term, covenant, condition, or provision of this CEA or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this CEA, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this CEA shall be valid and be enforced to the fullest extent of the law.

I. Entire Agreement/Modifications

5.1 This CEA, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between Parish and Town and supersedes any and all agreements or contracts previously entered into between the parties on the same subject matter. No representations were made or relied upon by either party, other than those that are expressly set forth herein. Any modification or amendments of this CEA shall be valid only when it has been reduced to writing and executed by both parties.

II. Controlling Law and Legal Compliance

2.1 The validity, interpretation, and performance of this CEA shall be controlled by and construed in accordance with the laws of the State of Louisiana. In the event of default by either part, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana, including, but not limited to, specific performance.

IN WITNESS HEREOF, the parties have executed this Agreement on the day, month, and year first written above.

WITNESSES:

TANGIPAHOA PARISH GOVERNMENT

By: _____

Print: _____

Charles R. Miller, President

LORANGER BASEBALL

Print: _____

By: _____

Ryan Rivers, President

T.P. Ordinance No. 22-06

AN ORDINANCE TO GRANT A VARIANCE TO TANGIPAHOA PARISH CODE OF ORDINANCES CHAPTER 5-SECTION 5-38- "LOCATION OF ESTABLISHMENTS RESTRICTED" FOR HAVIS INVESTMENTS LLC DBA THE ORIGINAL CHOOKIES AND OYSTER BAR, ASSESSMENT #6190022, IN TANGIPAHOA PARISH, COUNCIL DISTRICT NO. 7

WHEREAS, Tangipahoa Parish Code of Ordinances Chapter 5-Section 5-38 (b) states that any facility (bar, tavern, lounge, etc.) selling alcoholic beverages in a residential area in open containers for consumption on premises within 500 feet of any adjacent property shall have written, notarized consent of adjacent property owners. If said facility does not meet the requirements of this ordinance, permit will be prohibited. This excludes convenience stores or any facility selling packaged liquor which will not be consumed on premises. This does not apply to any facility that is already permitted and 5-38 (c) states that the written, notarized consent of adjacent property owners shall be submitted as part of the application to the sheriff's office for beer, wine and liquor permit; and

WHEREAS, Havis Investments LLC, DBA The Original Chookies and Oyster Bar is requesting a variance to waive the requirement of having written notarized consent of adjacent property owners; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that a variance to the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to Havis Investments LLC, DBA The Original Chookies and Oyster Bar, Assessment #6190022, to waive the requirement of submitting written notarized consent of adjacent property owners;

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

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

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 14th day of March, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

Brigette Hyde
Chairwoman
Tangipahoa Parish Council

INTRODUCED: February 28, 2022

PUBLISHED: February 24, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: March 14, 2022

DELIVERED TO PRESIDENT: _____ day of March, 2022 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of March, 2022 at _____

Variance Request Form

Please complete and return to the Clerk of the Parish Council via e-mail at jdesouge@tangipahoa.org. Variance requests will go through the ordinance adoption process and will take up to 45 days to be finalized.



Date 2/22/22

Applicant Name Joseph N Havis III
 Business Name Havis Investments LLC DBA The Original Chookies and Oyster Bar
 Address 45654 University Park Ave STE 1 Hammond La 70401
 E-mail Address joseph.havis@kes.global
 Telephone Number 985-517-6918
 Applicant Signature Havis, Joseph N. Digitally signed by Havis, Joseph N.
DN: CN="Havis, Joseph N."
Date: 2022.02.22 11:04:37-06'00'

1. Is the applicant the owner of the property? Yes _____ No X
2. If the answer to question 1 is "No", the applicant must have a contractual interest, other than a lessee, in the property for which a variation is sought.
3. A legal description or tax assessment of the subject property must be submitted. Please attach the description to this form.
4. Secretary of State Business Filing
5. State the variance(s) requested (ordinance) and the reason(s) below. The request must demonstrate an unusual hardship or difficulty so great as to warrant a deviation from provisions established by ordinance and at the same time the surrounding property will be protected. Continue on a separate sheet if necessary. Please attach any information necessary to understand the request, including plats, scaled drawings, etc.

I bought an existing restaurant business with an operating liquor license with the intension of continuing the same business plan. However, as part of the Tangipahoa Parish Liquor License application, I have to get a notarized affidavit by each property/business owner's within 500' radius of my business. This is an unachievable task, as business owner's are busy with their own business to try and make time to go with me to a notary and complete this request. Being the restaurant that i bought "Chookies Seafood and Oyster Bar" has had a liquor license in place for the last 17 years, I am requesting that this variance be granted so I can continue to do business the same as the previous owners for years to come.

For office use only	
Date Received- <u>2-22-2022</u>	Proposed Introduction Date- <u>2-28-2022</u>
Council District- <u>7</u>	Proposed Adoption Date- <u>3-14-2022</u>
Councilmember Pre-approval- <input checked="" type="radio"/> Yes <input type="radio"/> No	

STATE OF Louisiana
PARISH OF Tangipahoa

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into on the 1ST day of February, 2022, by and between HAO INVESTMENT, LLC., a Louisiana Limited Liability Company ("Lessor"), whose address is 2011 Ormond Blvd., Destrehan, LA 70047 ; and HAVIS INVESTMENTS LLC., a Louisiana Limited Liability Company ("Lessee"), whose address is 55322 Wiggins Road, Independence, LA 70443, who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, do hereby agree as follows:

WITNESSETH

WHEREAS, Lessor and Lessee agree that this Lease Agreement supersedes and deems void any and all Lease Agreements, any and all other documents pertaining to the subject property that have been previously executed by and between both, HAO INVESTMENT, LLC. and HAVIS INVESTMENTS LLC., whereby both parties now agree that this new Lease will remain in effect upon expiration of the Terms hereby agreed to,

WHEREAS, Lessee desires to open a Restaurant ("Lessee's Operations") at 45654 university park avenue, Ste. 1-2, Hammond, LA 70401 (the "Premises"), where Lessee wishes to operate and maintain the Restaurant.

WHEREAS, Lessor is willing to lease the Premises to Lessee, subject to the terms and conditions of this Lease;

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree to the following:

1. LEASE OF PREMISES.

- a. Subject to the terms and conditions of this Lease, Lessor hereby agrees to lease the Premises to Lessee including, without limitation, all buildings, improvements, facilities, fixtures, appurtenances, and equipment located thereon.
- b. During the term of this Lease, Lessee shall have the right to possess and use the Premises subject to its compliance with the conditions, obligations, and duties set forth herein and subject to the rights of the Lessor provided herein or otherwise provided by law.
- c. Lessor reserves an unrestricted right of access to the Premises to maintain and service the Premises. The rights of access set forth in this subparagraph shall in no way limit Lessee's obligation to completely maintain the Premises in a good and safe condition.

2. TERM OF LEASE.

The initial term of this Lease shall be five (5) years (the "Primary Term"), beginning on the 1st day of February 2022 (the "Effective Date"), through October 30th, 2027. The term of this Lease may be extended at the Lessee's option for additional five (5) years ("Extended Term") at the monthly Rent hereafter set forth, and otherwise to be on the same terms, covenants, and conditions as herein provided.

3. AUTOMATIC EXTENSION.

At the conclusion of the Primary Term, the Lease shall automatically be renewed for an additional Extended Term unless on or before thirty (30) days before the expiration of the Primary Term or current Extended Term, the Lessee provides to the other party written notice of its wish to terminate subject Lease.

4. RENT & MONTHLY CHARGES.

- a. During the Primary Term of this Lease, Lessee shall pay rent amount of \$3,000.00 (Three thousand) per month, begin on February 1st, 2022 through October 31st, 2022.
- b. Effective November 1st, 2022, Lessee shall pay rent of \$ 3,800.00 (Three thousand eight hundred dollars) per month for the remainder of the Primary term until October 30th, 2027.
- c. All such Rent being payable in advance by Lessee to Lessor at 2011 Ormond Blvd., Destrehan, LA 70047, on or before the fifth day of each month. Rent must be paid by Check, ACH or by draft. Lessee acknowledges that it retains sole responsibility for all expenses related to Lessee's obligations arising under this Lease.
- d. During Extended Term (November 1, 2027 - November 1, 2032) rent amount shall be increased by a rate equivalent to the annual CPI change, or 7.5%, which ever one is higher.

5. USE OF PREMISES.

- a. Lessee agrees to use the Premises solely for the purposes of operating a restaurant business.
- b. Lessee shall not place any buildings, signs or permanent improvements on the Premises, or remove or make any alterations or changes to the Premises without the prior written permission of Lessor.
- c. Lessee acknowledges that as of the Effective Date the Premises are in good order and condition. Lessee agrees, at its cost, to keep the entirety of the Premises in good repair and Lessee will not allow any injuries or damage thereto. Lessee further agrees not to use, occupy or permit the use or occupancy of the Premises for any purpose which is forbidden by law, ordinance, or governmental or municipal regulation or order, or permit the maintenance of any public or private nuisance.
- d. Lessee will not use or permit on the Premises anything that will invalidate the policies of insurance covering the Premises or that will increase the premiums for insurance covering the Premises.

6. SECURITY DEPOSIT.

Initials : Lessor _____
Lessee SH

Lessor hereby acknowledges receipt from Lessee of a sum equal to one month's Rent of \$3000.00, which shall be held as security by Lessee for the faithful performance by Lessee of all its obligations hereunder. In the event Lessee fails in any way to perform hereunder, Lessor shall have the right to apply such security to such default without further notice or demand. Funds held by Lessor as security may be commingled with Lessor's other funds, shall not be held in trust or subject to any fiduciary duty, and shall not accrue interest on behalf of Lessee.

7. LESSEE'S MAINTENANCE, REPAIR & OPERATIONS OBLIGATIONS.

Lessee agrees to timely and fully perform each of the following at its sole cost and expense:

- a. Use its best efforts to diligently promote the business.
- b. Keep the Premises open for business, properly illuminated, and adequately staffed by qualified personnel;
- c. Repair and maintain the premises and restrooms in a clean, sanitary, adequately supplied and well-lit condition to meet all public health requirements;
- d. Make all non-structural repairs, provide all major painting, and maintain all driveways, waste cans, and other surrounding areas on or around the Premises in good working order, consistent with industry standards, and free from dirt and debris;
- e. Keep the general dining area and other working areas of the Premises well-lit, organized and clean during all hours of operation;
- f. Repair and maintain the air conditioning/heating ("HVAC") system of the Premises and any walk-in coolers, and routinely operate the HVAC system to control in-store humidity levels and ensure that in-store temperatures are consistent with industry practice;
- g. Insure that all personnel employed by Lessee are adequately supervised, trained, courteous, and neat in appearance;
- h. Maintain lighting (including yard lights) and signage with regard to Lessee's Business Operations on the Premises in good working order, consistent with industry standards, and free from dirt and debris;
- i. Maintain all equipment located on the Premises, including but not limited to walk-in coolers;
- j. Pay any monies due and take all required action with respect to licensure, permitting or fees required in connection with Lessee's Business Operations;
- k. Pay all taxes assessed against the Premises, Lessee's personal property on the Premises or against Lessee for the conduct of its Lessee's Business Operations upon the Premises;
- l. Pay all water, gas, electricity, telephone, and any other utility charges of any sort relating to the Premises, or Lessee's Business Operations, and establish all utilities in the name of and with a billing address for Lessee or Lessee's agent;
- m. Provide immediate notice to Lessor of any damage to the Premises caused by fire or other casualty;
- n. Provide immediate notice to Lessor of, and thoroughly document or record any communications concerning, any claims by consumers and documentation which pertain to or tend to prove or disprove such allegations;

8. LESSOR'S REPAIR, MAINTENANCE & OPERATIONS OBLIGATIONS.

Lessor agrees to timely and fully perform the following at its sole cost and expense:

- a. Within a reasonable time after receiving notice from Lessee of the need for these repairs, Lessor will repair when necessary the room and structural portions of the Premises, electrical, plumbing, fire safety, sprinkler, gas, heating, ventilating and other mechanical systems of the Premises. Lessee is in sole custody and control of the Premises, and in no event shall Lessor be liable or obligated to perform any of Lessor's Repairs until it receives notices of the need for Lessor's repair.
- b. Lessee will be liable and responsible for all damages caused by its failure to give Lessor prompt notice.

9. TAXES.

Lessee shall pay, as additional rent, all personal property, assessments, water meter charges, and all other such charges and payments, extraordinary as well as ordinary and whether or not within the contemplation of the parties, imposed by any governmental authority or agency with respect to the Leased Premises for periods during the Term ("Taxes"). However, all real estate taxes shall be paid by Lessor.

10. IMPROVEMENTS.

a. Lessee shall make no other installations, alterations, additions, or improvements in or to the Leased Premises or Building without Lessor's prior written consent, and then at the sole expense of Lessee and only by engineers, contractors or mechanics approved by Lessor. Lessor agrees to allow additions, alterations, and improvements required by state or local governmental entities for the purpose of obtaining permits and the certificates. Lessee shall, before making any installations, alterations, additions or improvements, obtain all permits, approvals and certificates required by any governmental body or agency, and certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Lessor. Lessee agrees to carry, or cause Lessee's contractor and subcontractors to carry, such workers compensation, general liability, personal and property damage insurance, as Lessor may require. Any lien filed against the Leased Premises or Building for work claimed to have been done for, or for materials claimed to have been furnished to Lessee, shall be discharged by Lessee within ten (10) days thereafter, at Lessee's expense. If Lessee fails to discharge any such lien, then Lessor, at Lessor's option, may discharge such lien and/or add as additional rent to the next installment of rent falling due.

b. Lessee shall not in any manner deface or injure the Building or any part thereof.

c. Lessee shall not place or cause to be placed on or about the Leased Premises any sign of any kind whatsoever except with the written consent of the Lessor. All exterior signs so placed or permitted to be

placed shall be erected, changed and maintained by Lessee so as to always be in conformance with the rules of the present and future property governmental authorities. At the expiration or termination of this Lease, Lessee agrees to make at its expense any repairs to the Leased Premises which may be necessitated by the installation, changing, maintenance or removal of any such sign.

11. INSURANCE.

- a. **Insurance Maintained by Lessee.** Lessee shall maintain the following insurance in full force and effect, at its own expense, on and after the Effective Date:
- i. Insurance on personal property, equipment and inventory located on the Premises and owned or leased by Lessee or Lessor or which pertains to Lessee's Business Operations or for which Lessee is acting as a bailee or trustee, with coverage for the full replacement value.
 - ii. Insurance on the Premises for its full insurable value against loss or damage by all perils covered by an "all risks" insurance policy of the type generally available, provided that if such an all risks insurance policy is not generally available, then Lessee shall maintain insurance on the Premises against loss or damage by fire and against loss or damage by any other risk now and from time to time insured against by "extended coverage" provisions of policies generally available.
 - iii. Comprehensive general liability insurance, with limits of not less than \$2 million with respect to bodily injury or death to any number of persons in any one accident or occurrence and \$1 million with respect to property damage in any one accident or occurrence.
 - iv. Business interruption insurance with coverage for at least six (6) months of Rent.
 - v. Worker's compensation insurance covering all work performed by all persons employed by Lessee with respect to whom death or bodily injury claims could be asserted against Lessee, Lessor or the Premises.

Each of the insurance policies referred to in this Section shall provide (if such provision is obtainable) that it shall not be canceled or its coverage reduced without at least thirty (30) days prior written notice to Lessor and Lessee. In addition, each liability insurance policy referred to in this Section shall name Lessor as an additional insured, and each property insurance policy referred to in this Section shall contain (if such provisions are obtainable) waiver of subrogation provisions pursuant to which the insurer waives all express and implied rights of subrogation against Lessor. All insurance required of Lessee pursuant to this Section shall be original paid-up insurance policies and shall be issued by companies authorized to conduct business in the state of Louisiana and having a Best Insurance Guide rating of A- or higher. For all insurance policies referred to in this Section, Lessee shall name Lessor as an additional insured and provide Lessor with a certificate evidencing coverage.

- b. **Subrogation.** Lessee shall make no claim for recovery against Lessor and expressly waives its right of recovery for damage to or loss of the Premises and contents therein, when such damage or loss may arise by fire or any other peril covered by any policy of insurance in which Lessee is or may be the insured and when said loss is caused by or results from any cause other than the willful acts or acts of carelessness or negligence of Lessor, its agents, employees or persons under Lessor's control.

12. FIRE OR OTHER CASUALTY

- a. If the Leased Premises shall be partially damaged by fire, flood, storm, civil commotion or other casualty, Lessee shall give immediate notice thereof to Lessor. In case the Leased Premises shall be so damaged that substantial alteration or reconstruction shall, in Lessor's sole opinion, be required, or in the event any mortgagee of Lessor should require that the insurance proceeds payable as a result of such damage be applied to the payment of the mortgage debt, or in the event of any material uninsured loss to the Leased Premises, Lessor may, at its option, terminate this Lease by notifying Lessee in writing of such termination within 90 days after the date of such damage. If Lessor does not elect to terminate this Lease, Lessee shall commence and proceed with reasonable diligence to restore the Leased Premises to substantially the same condition in which it was immediately prior to the casualty. Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting in any way from such damage or the repair thereof.

13. INDEMNITY

- a. Lessee agrees to defend, indemnify, and hold Lessor harmless from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage of the property, or injury or death to the person of Lessee, Lessee's employees, servants, agents, licensees, invitees, or other persons, firms, or corporation caused by or due to the condition of the Premises, or the operation of all business activities conducted on the Premises, if such losses, damages, or injuries are alleged to have been proximately caused by the negligence of Lessee or Lessee's agents or employees. This obligation shall be in addition to the insurance obligations of the Lessee set forth above.
- b. With respect to acts, omissions or occurrences during the Primary Term or any Extended Term of this Lease, Lessee will be solely responsible for and shall defend, indemnify and hold harmless Lessor, its affiliates and its and their respective officers, directors, employees, shareholders, agents, and representatives from and against all claims, liabilities, obligations, losses, damages, assessments, penalties, judgments, costs, response costs, removal costs, costs of investigation, monitoring costs, remediation costs, or expenses (including, without limitation, legal expenses, Litigation Expenses (as defined below), consulting and expert fees and expenses and any other fees and costs incurred in investigating, preparing, defending or prosecuting any litigation, claim, action, notice, suit, proceeding or demand) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way connected with or attributable to the ownership, use, occupancy or maintenance of the Leased Premises.

14. DEFAULTS.

Each of the following shall constitute an event of default ("Event of Default"):

- c. Lessee breaches any term, condition or obligation set forth in this Lease;
- d. Lessee becomes insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property, or files a petition in bankruptcy or has an involuntary petition in bankruptcy filed against it (unless such petition is dismissed within thirty (30) days thereafter);
- e. Lessee fails to timely pay any Rent or any other sums due hereunder;
- f. Lessee assigns or subleases this Lease without the prior express written permission of Lessor;
- g. Lessee fails to keep in effect any of the insurance required under this lease, which on notice or opportunity to cure, or fails to provide Lessor with a certificate of insurance or evidence of payment of insurance premiums at any time when required, and lessee fails to cure this failure within 5 days after notice by Lessor to Lessee of this failure;
- h. Left Blank on purpose

15. REMEDIES.

If any Event of Default continues uncured for a period of five (5) days after written notice of such Event of Default, then Lessor may, at its option, choose any or all of the following remedies:

- i. Recover any delinquent payments due under this Lease, together with any interest due thereon, by any lawful means, including set off or ACH;
- ii. Take any necessary action to correct the Event of Default, at Lessee's expense;
- iii. Terminate this Lease without further notice or demand; in which event Lessee shall immediately surrender the Premises to Lessor and Lessor shall be entitled to enter upon, take possession of the Premises, and expel or otherwise remove Lessee therefrom, all without further notice or demand. Lessor shall retain the right to recover all of its damages and losses arising from the Event of Default. If, after termination of the Lease, Lessee holds over without the express written consent of Lessor, such holding over shall be deemed a tenancy at sufferance, and Lessor shall be entitled to receive three (3) times the contractual Rent as liquidated damages. Furthermore, Lessee shall be liable to Lessor for any costs to remove or store Lessee's or any other occupant's property; or
- iv. Seek any other appropriate legal or equitable remedy, including but not limited to injunctive relief, specific performance or damages.

16. TERMINATION.

In addition to the right of termination set forth in Section 15 of this Lease, Lessor shall retain the right to terminate this Lease, in its sole discretion and without further notice.

17. CONDITIONS OF PREMISES UPON TERMINATION.

Lessee shall leave the Premises in a condition at least as good as the condition of the Premises at the commencement of the Lease or the condition to which the Premises were brought by the efforts of the Lessor after commencement of this Lease, except for normal wear and tear not caused by the negligent or willful acts or omissions of Lessee or its agents or employees.

18. NOTICES.

Any notice provided for in this Agreement shall be in writing and shall be deemed received by the other party on the day of transmission, if forwarded by facsimile, on the day following transmission, if forwarded for overnight delivery by a professional courier (such as Federal Express), or three (3) days following transmission, if forwarded by U.S. Mail.

19. MISCELLANEOUS.

- a. Quiet Enjoyment. Provided Lessee complies with all terms, conditions, and obligations hereunder, Lessee shall quietly have, hold and enjoy use of the Premises.
- b. Cumulative Rights. The remedies of both parties hereunder shall be deemed cumulative and no remedy of either party, whether exercised or not, shall be deemed to be in exclusion of any other.
- c. No Waiver. Lessee agrees that in the performance of this Lease and the terms, covenants, and conditions hereunder, time shall be of the essence and that Lessor's acceptance of partial or delinquent payments or performance hereunder, or failure by Lessor to exercise any right or remedy shall not constitute a waiver of any obligation or performance of Lessee or right of Lessor or a waiver of any similar or subsequent default or failure.
- d. Assignment & Subletting. Lessor reserves the right to assign this Lease without the consent of the Lessee. Lessee may not assign this Lease and may not in any way sublease the Premises without the prior express written consent of the Lessor. This Lease shall be binding upon the heirs, successors and assigns of the parties.
- e. Attorneys' Fees and Expenses. In the event Lessor is required to discharge any obligation of Lessee required hereunder, pay any taxes, liens, interest, or pay for any repairs, maintenance, upkeep or other debt or obligation of Lessee required hereunder, or expend sums for the enforcement of this Lease or protection of Lessee's rights created by this Lease, or take action to protect any intellectual property owned by Lessor or Lessor's suppliers, or take action deemed by the Lessor necessary to protect the Premises and Lessor's interest therein, Lessor shall be entitled to reimbursement for all sums so expended including, but not limited to, attorney's fees (including costs of legal assistants) and court

costs. All suits so expended shall bear interest from the date of payment at a rate of one and one-half percent (1 1/2%) per month.

- c. **No Agency Relationship.** Nothing in this Lease shall be construed as reserving or granting to Lessor any right to exercise control over or direct the day-to-day conduct or management of Lessee's business. Lessee is an independent contractor. Lessee shall have no authority to make any contracts or representations whatsoever in the name of or in behalf of Lessor. Lessee shall not be deemed an employee of Lessor, nor shall Lessee's employees be deemed employees of Lessor. It is the intent of the parties that the relationship between Lessor and Lessee is that of independent contracting parties, and is not, and shall not be deemed to be, any other relationship, including without limitation that of joint venturers, partners, agents or principal and agent.
- g. **Severability.** If any provision in this Lease shall not be authorized by law or shall be deemed void, then that provision shall be severable from this Lease, the remaining provisions of which shall continue in full force and effect.
- h. **Entire Agreement.** This Lease, together with the Ancillary Contracts, represents the entire agreement between the parties and cancels and supersedes any previous agreements for the lease of the Premises. Any amendments or modifications to this Lease shall be in writing and executed by both parties.
- i. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- j. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Louisiana, without regard to principles of choice of law.
- k. **Interpretation.** Should any provision of this Lease require judicial interpretation, Lessor and Lessee hereby agree that the court interpreting or considering such provision shall not apply any presumption that the terms of this Lease should be construed against a party responsible for its drafting. All parties hereto have participated in the preparation of this Lease and each party has had full opportunity to consult legal counsel of its choice before the execution of this Lease.
- l. **Headings.** The section headings contained in this Lease are for convenience only and shall not enlarge or limit the scope or meaning of the sections hereof.
- m. **Authority to Contract.** Each party hereto warrants, represents and covenants that it has full, unfettered legal right, power and authority to execute and deliver this Lease.
- n. **Eminent Domain.** If the Premises or any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose, then the Lease shall terminate as of the date of title vesting in such proceeding. All Rent shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. Lessee shall not under any circumstances be entitled to any part of the condemnation award, as damages or otherwise.
- o. **Discharge of Liens.** With respect to all construction approved in advance by Lessor, Lessee shall promptly pay all its contractors and material men. If any such contractor or material man files or asserts a lien against the Premises, Lessee shall bond against or discharge such lien within ten (10) days after written request by Lessor.
- p. **Estoppel Certificate.** Lessee agrees that within ten (10) days of being requested to do so by Lessor or any mortgagee or proposed mortgagee, it will execute and deliver to such party an estoppel certificate identifying this Lease and acknowledging the status of this Lease and the performance of Lessor's obligations under this Lease as of the date of such estoppel certificate.
- q. **Limitation of Damages.** Unless expressly provided for herein, neither party hereto shall be liable for any indirect, special, incidental, consequential or punitive damages whether under tort, contract, strict liability, statute or otherwise.

THIS DONE AND SIGNED in the presence of the undersigned competent witnesses after due reading of the whole Lease, pursuant to the appropriate authority duly given on the date first mentioned above.

LESSOR:

By:

Title:

[Handwritten Signature]
Property owner

WITNESSES:

Print Name: _____

Print Name: _____

LESSEE:

By:

Title:

Joseph N. Harris III
Member/owner

WITNESSES:

Print Name: _____

Print Name: _____

**TANGIPAHOA PARISH
SCHOOL SYSTEM - SALES TAX DIVISION**

P O Box 159
Amite, LA 70422-0159
Phone: 985-748-5229
Fax: 985-748-2489

Registration Certificate

Mailing Address :

HAVIS INVESTMENTS LLC
THE ORIGINAL CHOOKIES SEAFOOD & OYS'
55322 WIGGINS RD
INDEPENDENCE, LA 70443

Location:

THE ORIGINAL CHOOKIES SEAFOOD & OYS
45654 UNIVERSITY PARK AVE STE 1
HAMMOND, LA 70401

Issue Date: February 07, 2022

Filing Frequency: Monthly

Donna L. Drude

Sales & Use Tax Administrator

Taxpayer's Number - 00034696

**THIS CERTIFICATE MUST BE PUBLICLY DISPLAYED AS PROVIDED BY LAW
AND IS NON-TRANSFERABLE**

If business is closed, moved or sold, taxpayer will complete the following form and forward to the Tangipahoa Parish Sales & Use Tax Department

Change of Address and /or Trade Name

If Business is moved or the Trade Name changes, give the:

New Trade Name: _____

New Address: _____

Out of Business or Change of Ownership

Date of Closing or Sale: _____

New Firm Name: _____

New Type of Business: _____

EACH PLACE OF BUSINESS MUST BE REGISTERED SEPARATELY

TANGIPAHOA PARISH
SCHOOL SYSTEM - SALES TAX DIVISION

P O Box 159
Amite, LA 70422-0159
Phone: 985-748-5229
Fax: 985-748-2489

FILING FREQUENCY NOTICE

TAXPAYERS NUMBER
00034696

Mailing Address

HAVIS INVESTMENTS LLC
55322 WIGGINS RD
INDEPENDENCE, LA 70443

Physical Address

THE ORIGINAL CHOOKIES SEAFOOD &
45654 UNIVERSITY PARK AVE STE 1
HAMMOND, LA 70401

Your sales and use tax account has been placed on a **Monthly** filing status. This will be effective **February 07, 2022**.

Filing Status Definitions:

Monthly - Report must be transmitted on or before the 20th of each month for sales activity which occurred the previous calendar month.

Quarterly - Report must be transmitted on or before the 20th of each month following the close of each calendar quarter (March, June, September, and December).

Semi-Annual - Report must be transmitted on or before the 20th of July of current year and on or before the 20th of the month following the close of each calendar year (June and December).

Annual - Report must be transmitted on or before the 20th of the month following the close of each calendar year (December).

Occasional/Irregular - Report will be due only when sales and/or use tax activity takes place and must be transmitted on or before the 20th of the month

To avoid penalties and interest. The tax return and remittance must be transmitted on or before the 20th day of the month following the close of the reporting period. The post office's postmark determines the transmittal date.

Reporting Period: **Monthly**

MELISSA M. STILLEY
SUPERINTENDENT

ROBIN T. ABRAMS
BOARD PRESIDENT



THE ORIGINAL CHOOKIES SEAFOOD & O
55322 WIGGINS RD
INDEPENDENCE, LA 70443

Act 976 of the 1992 Regular Louisiana Legislative Session provides that a clearance be issued from the Department of Revenue and Taxation for sales tax purposes before the Alcoholic Beverage Control Commission can issue or renew a beer or liquor permit. This act became effective January 1, 1993.

This document certifies that you are current in filing and paying your Parish and/or City sales tax. This Parish Sales Tax Certificate must be attached to your Alcoholic Beverage Control permit renewal application and submitted to the Alcoholic Beverage Control Commission.

Date: 2/2/2022
Local Sales Tax Account Number: 00034696
Owner: HAVIS INVESTMENTS LLC
Location Address: 45654 UNIVERSITY PARK AVE STE 1
HAMMOND, LA 70401

I hereby certify that the above listed taxpayer is current in filing and paying all required Parish and/or City sales tax returns.



Signature



Title

TANGIPAHOA PARISH
SCHOOL SYSTEM
SALES AND USE TAX DIVISION

01/27/2022



225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

ONLINE FILING
Tirabug37@yahoo.com

HAVIS INVESTMENTS LLC

It has been a pleasure to approve and place on file your articles of organization. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

In addition to email and text notifications, business owners now have the option to enroll in our secured business filings (SBF) service. This service is available online, at no charge, by filing a notarized affidavit. Upon enrollment, an amendment cannot be made to your entity without approval using your personal identification number. This is another way to protect your business from fraud and identity theft.

Please note that as of January 1, 2018, business owners in the following parishes will be required to file all available business documents online through **geauxBIZ**: Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Livingston, Orleans, Ouachita, Rapides, St. Tammany, Tangipahoa and Terrebonne.

Online filing options are available if changes are necessary to your registration or if you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division
WEB

Rev 09/09

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125
Office Location: 8585 Archives Ave., Baton Rouge, LA 70809
Web Site Address: www.sos.la.gov

State of Louisiana

R. Kyle Ardoin
SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of the Articles of Organization and Initial Report of

HAVIS INVESTMENTS LLC

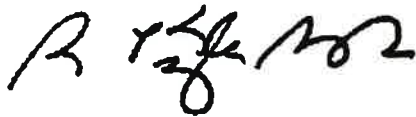
Domiciled at INDEPENDENCE, LOUISIANA,

Was filed and recorded in this Office on January 27, 2022,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 27, 2022



Secretary of State

WEB 44774731K



Certificate ID: 11517706#52N83

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

January 27, 2022



225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of HAVIS INVESTMENTS LLC was received and filed on January 27, 2022.

WEB 44774731K

Rev 09/09

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125
Office Location: 8585 Archives Ave., Baton Rouge, LA 70809
Web Site Address: www.sos.la.gov

1. The name of this limited liability company is:
HAVIS INVESTMENTS LLC

2. This company is formed for the purpose of:
ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES
MAY BE FORMED

3. The duration of this limited liability company is: (may be perpetual):
PERPETUAL

4. This company is:
MEMBER-MANAGED

Other provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE ORGANIZER.
ELECTRONIC SIGNATURE: TIRA HAVIS (1/27/2022)
TITLE: MEMBER

LIMITED LIABILITY COMPANY INITIAL REPORT

(R.S. 12:1305 (E))

The name of this limited liability company is:
HAVIS INVESTMENTS LLC

The location and municipal address (not a P.O. Box only) of this limited liability company's registered office:
55322 WIGGINS RD BLDG
INDEPENDENCE, LA, 70443

Mailing Address:
P O BOX 1497
INDEPENDENCE, LA, 70443 .

The full name and municipal address (not a P.O. Box only) of each of this limited liability company's registered agent(s) is/are:
TIRA HAVIS
55322 WIGGINS RD
INDEPENDENCE, LA, 70443

The name and municipal address (not a P.O. Box only) of the managers or members:
JOSEPH HAVIS (MEMBER)
55322 WIGGINS RD
INDEPENDENCE, LA, 70443

TIRA HAVIS (MEMBER)

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM THE SIGNER
ELECTRONIC SIGNATURE: TIRA HAVIS (1/27/2022)
TITLE: MEMBER



Charter Number: 44774731K

Charter Name: HAVIS INVESTMENTS LLC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)
01/27/2022	TIRA HAVIS

Agent(s) Electronic Signature
TIRA HAVIS

Employer Identification Number:
87-4676207

Form: SS-4

Number of this notice: CP 575 A

HAVIS INVESTMENTS
JOSEPH N HAVIS III MBR
PO BOX 1497
INDEPENDENCE, LA 70443

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4676207. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 1065✓	03/15/2023
Form 944	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HAVI. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.



LOUISIANA
DEPARTMENT of REVENUE

Post Office Box 201
Baton Rouge, LA 70821-0201



HAVIS INVESTMENTS LLC
55322 WIGGINS RD
INDEPENDENCE LA 70443-2046

Date of Notice: 02/02/2022
Letter ID: L1479155984
Account ID: 2505417-001-400
Tax Type: Sales

RE: Louisiana Department of Revenue Account Number

Dear Louisiana Taxpayer:

Welcome and thank you for applying for a/an Sales account number. Your account number is ~~2505417-001~~ and is set up for Monthly filing frequency. You should include it on all tax returns and correspondence submitted to the department.

The Louisiana Department of Revenue (LDR) offers a free online business tax account management application called Louisiana Taxpayer Access Point (LaTAP). With LaTAP, you can file most returns, make payments, reprint letters, request a payment plan, and review historical account information. To sign up for this free service, visit www.revenue.louisiana.gov/latap and click on the *Register for a LaTAP Account* link.

Another valuable resource is LDR's website at www.revenue.louisiana.gov. You will find resources that include tutorials, important announcements, news releases, and downloadable forms.

Businesses registering for Corporation Income & Franchise taxes should be aware that every new corporation or entity taxed as a corporation for federal income tax purposes is subject to franchise tax and must file the initial franchise tax return (Form R-6906A). This return can be found on our website at www.revenue.louisiana.gov/forms and is due on or before the fifteenth day of the third month following the month in which the tax accrues. Additional information can be found in the instructions for this return.

Feel free to contact LDR at 855-307-3893 with any questions.

Respectfully,
Louisiana Department of Revenue

Post Office Box 201
Baton Rouge, LA 70821-0201
(855) 307-3893 • (225) 219-2210 Fax
www.revenue.louisiana.gov

LaTAP Functionality by Tax Type:

Tax Type	File Returns	Make Payments	Reprint Letters	View Historical
Automobile Rental	X	X	X	X
Corporation Income and Franchise		X	X	X
Composite Partnership (Register Only)				
Consumer Use Tax	X	X	X	X
Direct Marketer	X	X	X	X
Excise Alcohol	X	X	X	X
Excise Beer	X	X	X	X
Excise Dyed Diesel Violation		X	X	X
Excise Hazardous Waste	X	X	X	X
Excise Inspection / Supervision	X	X	X	X
Excise Telecommunication	X	X	X	X
Excise Tobacco		X	X	X
Excise Transportation / Communication	X	X	X	X
Excise Wine Direct Supplier	X	X	X	X
Fiduciary Income		X	X	X
Fuel Tax Aviation Fuel Dealer		X	X	X
Fuel Tax Distributor / Exporter / Blender		X	X	X
Fuel Tax Importer		X	X	X
Fuel Tax Motor Fuel Backup Tax		X	X	X
Fuel Tax Motor Fuel Transporter		X	X	X
Fuel Tax Supplier		X	X	X
Fuel Tax Terminal Operator		X	X	X
IFTA	X	X	X	X
Individual Income		X	X	X
Industrial Hemp-Derived CBD	X	X	X	X
New Orleans Exhibition Hall	X	X	X	X
New Orleans Hotel / Motel	X	X	X	X
Oilfield Restoration Gas	X	X	X	X
Oilfield Restoration Oil	X	X	X	X
Prepaid Cell Phone	X	X	X	X
Sales	X	X	X	X
Severance Gas		X	X	X
Severance Minerals		X	X	X
Severance Oil		X	X	X
Severance Timber		X	X	X
Statewide Hotel / Motel	X	X	X	X
Withholding	X	X	X	X



LOUISIANA
DEPARTMENT OF REVENUE

Post Office Box 201
Baton Rouge, LA 70821-0201



HAVIS INVESTMENTS LLC
55322 WIGGINS RD
INDEPENDENCE LA 70443-2046

Date of Notice: 02/02/2022
Letter ID: L0693346576
Account ID: 2505417-001-400
Tax Type: Sales

Re: Louisiana Resale Certificate

Dear Louisiana Taxpayer:

Your Louisiana Resale Certificate is enclosed. You must give copies of the certificate to your vendors to confirm your status as a resale dealer.

Your exemption is effective for the period shown on the enclosed certificate and will be automatically renewed if you continue to report sales activities in the state and do not become delinquent in your sales tax payment or filing responsibilities pursuant to R.S. 47:306.

You are reminded that your resale certificate may only be used to purchase items for resale. Purchases for use or consumption are still taxable and your business must pay the sales tax at the time of purchase or report the purchase on Line 2 of the sales tax return.

Dealers can verify the validity of their customers resale exemption certificates using the LDR online verification system at www.revenue.louisiana.gov.

If you have questions about your sales tax account or need additional assistance, please contact the Louisiana Department of Revenue by email at sales.inquiries@la.gov.

Sincerely,
Louisiana Department of Revenue

Enclosure

Post Office Box 201
Baton Rouge, LA 70821-0201
(855) 307-3893 • (225) 231-6236 Fax
www.revenue.louisiana.gov


LOUISIANA
 DEPARTMENT OF REVENUE

Louisiana Resale Certificate

Purchases of Tangible Personal Property For Resale

LA RS 47:301(10)

Note: This certificate may be duplicated as needed. Please retain original certificate for your records.

PLEASE PRINT OR TYPE.

Purchaser Information			
Louisiana Account Number 2505417-001-400	Effective Date (mm/dd/yyyy) 02/21/2022	Expiration Date (mm/dd/yyyy) 02/28/2023	
Purchaser Legal Name HAVIS INVESTMENTS LLC		Purchaser Trade Name HAVIS INVESTMENTS LLC	
Mailing Address			
Mailing Address 55322 WIGGINS RD			
City INDEPENDENCE		State LA	ZIP 70443-2046
Location Address			
Location Address 55322 WIGGINS RD			
City INDEPENDENCE		State LA	ZIP 70443-2046
Business Information			
U.S. NAICS Code 722511	Purchaser's Type of Business Full-Service Restaurants		

I, the purchaser, certify that all materials, goods, merchandise, and services purchased are for resale as tangible personal property, either in the same form as purchased or to be added as a recognizable, identifiable, and beneficial component of a new product. I also certify that any services purchased with the use of this certificate will be resold as a service as defined under Louisiana R.S. 47:301(14). I further certify that all tax-exempt purchases will be resold as tangible personal property in the normal course of our business.

I understand that if I use any of the items other than for resale, I must pay sales/use tax at the time of use. If this purchase is later found to be subject to tax, I, the purchaser, assume full liability for the tax.

Any purchaser or agent who fraudulently signs this certificate without intent to use the taxable items for resale is subject to all the penalties provided for by Title 47 of the Louisiana Revised Statutes and collection will be pursued against the seller or purchaser for any taxes, penalties and interest due.

Authorization	
Name Tira Havis	Title owner
Signature Tira Havis	Date (mm/dd/yyyy) 2/4/22

The validity of this exemption certificate can be verified at www.revenue.louisiana.gov.

The State of Louisiana does not certify the correctness of the parish information contained in this document.

Parish Information	
Parish of Principal Place of Business Tangipahoa	Parish Tax Account Number 00034696



LOUISIANA
DEPARTMENT of REVENUE

2505417-001

Effective date 02/21/2022

Date Issued

Sales Tax Registration Certificate

**HAVIS INVESTMENTS LLC
55322 WIGGINS RD
INDEPENDENCE LA 70443-2046**

A handwritten signature in black ink, appearing to be "K. B. S.", written over a horizontal line.

Secretary of Revenue and Taxation

See reverse side for important information.

T.P. Ordinance No. 22-07

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR TANGIPAHOA PARISH, LOUISIANA PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED by the Tangipahoa Parish Council-President, State of Louisiana, acting as the governing authority thereof as follows:

Section 1. The Code entitled "Code of Ordinances of Tangipahoa Parish, Louisiana," published by Municipal Code Corporation, consisting of chapters 1 through 56, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before September 13, 2021, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be a misdemeanor punishable by a term of imprisonment of up to 30 days in the parish jail, or a maximum of 100 hours of community service, or a fine of up to \$500.00, or any combination thereof. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the parish may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after September 13, 2021, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective upon signature of the parish president.

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

On motion by _____ and seconded by _____, the foregoing ordinance was hereby declared adopted on this 14th day of March, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

Brigette Hyde
Chairwoman
Tangipahoa Parish Council

INTRODUCED: February 28, 2022

PUBLISHED: February 24, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: March 14, 2022

DELIVERED TO PRESIDENT: _____ day of March, 2022 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of March, 2022 at _____

T.P. Resolution No. R22-04

A RESOLUTION AUTHORIZING THE TANGIPAHOA PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS IN REGARD TO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TOWN OF AMITE CITY AND TANGIPAHOA PARISH GOVERNMENT CONCERNING CONSTRUCTION OF A NEW WATER TOWER

BE IT RESOLVED, by the Tangipahoa Parish President Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that Honorable Charles R. Miller, Tangipahoa Parish President, is hereby authorized to execute any and all documents on behalf of the Tangipahoa Parish Government between the Town of Amite City and the Tangipahoa Parish Government concerning approximately 1 acre of land located at the Florida Parishes Arena to build a new water tower.

WHEREAS, this Resolution shall become effective immediately upon the signature of the Parish President.

NOW, THEREFORE, BE IT RESOLVED, that the Tangipahoa Parish Council fully supports the cooperative endeavor agreement between the Town of Amite City and Tangipahoa Parish Government concerning the construction of a new water tower.

The declaration may be terminated at any time by the Parish President or by majority of the Parish Governing Authority.

On motion by _____ and seconded by _____, the foregoing Resolution was hereby declared adopted on this the 28th day of February 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Brigette Hyde, Chairwoman
Tangipahoa Parish Council

Jill DeSouge, Council Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish