

**PUBLIC NOTICE** - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, August 26, 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, August 26, 2019 at 5:30 PM At Tangipahoa Parish Government Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211, on the following:

- T.P. Ordinance No. 19-29-An ordinance placing 15 MPH speed limit and drive like your kids live here signs on Whiskey Lane Ext in District No. 5 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
- T.P. Ordinance No. 19-30-An ordinance placing 35 MPH speed limit signs on Vineyard Road from North Coburn Road to River Road in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
- T.P. Ordinance No. 19-31- An ordinance amending T.P. Ordinance No. 18-63 and 19-17- Adoption and amendment of the operating and capital outlay budgets of the Tangipahoa Parish Council-President Government for fiscal year 2019
- T.P. Ordinance No. 19-32- An ordinance rescinding the abandonment of 390-foot section of the East end of E. Bell Road (voted to abandon on June 24, 2019)
- T.P. Ordinance No. 19-33- An ordinance naming the Tangipahoa Parish Government building at 206 E. Mulberry Street, Amite in honor of Past Parish President Gordon Burgess
- T.P. Ordinance No. 19-34- An ordinance authorizing the Tangipahoa Parish President to enter into an agreement between Premier Media, LLC and the Tangipahoa Parish Council-President Government
- T.P. Ordinance No. 19-35- An ordinance to surplus asset number 21573 (2009 Ford pickup truck) and authorize the donation of said asset to the Village of Tickfaw
- T.P. Ordinance No. 19-36- An ordinance to authorize the donation of asset number 21911 (2002 Ford pickup truck) to the Village of Tickfaw

**Tangipahoa Parish Council  
Tangipahoa Parish Government Building  
206 East Mulberry Street, Amite, LA 70422  
Regular Meeting Immediately Following Public Hearing  
August 26, 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 August 12, 2019

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

**PARISH PRESIDENT'S REPORT**

1. Approval of Memorandum of Understanding with the City of Ponchatoula in regards to the FTA Ponchatoula Sidewalk Project
2. Approval of a Cooperative Endeavor Agreement with Tangipahoa Parish Recreation District No. 1 (Hammond Area) for Tillman Park
3. Approval of Change Order No. 1 (Final)- Vineyard Road Bridge
4. Approval of Final Acceptance of Vineyard Road Bridge
5. Financial Report

**REGULAR BUSINESS**

6. Hammond Area Recreation District Update- Mr. Ryan Barker, Director
7. Adoption of T.P. Ordinance No. 19-29-An ordinance placing 15 MPH speed limit and drive like your kids live here signs on Whiskey Lane Ext in District No. 5 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20

- [8.](#) Adoption of T.P. Ordinance No. 19-30-An ordinance placing 35 MPH speed limit signs on Vineyard Road from North Coburn Road to River Road in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
- [9.](#) Adoption of T.P. Ordinance No. 19-31- An ordinance amending T.P. Ordinance No. 18-63 and 19-17- Adoption and amendment of the operating and capital outlay budgets of the Tangipahoa Parish Council- President Government for fiscal year 2019
- [10.](#) Adoption of T.P. Ordinance No. 19-32- An ordinance rescinding the abandonment of 390-foot section of the East end of E. Bell Road (voted to abandon on June 24, 2019)
- [11.](#) Adoption of T.P. Ordinance No. 19-33- An ordinance naming the Tangipahoa Parish Government building at 206 E. Mulberry Street, Amite in honor of Past Parish President Gordon Burgess
- [12.](#) Adoption of T.P. Ordinance No. 19-34- An ordinance authorizing the Tangipahoa Parish President to enter into an agreement between Premier Media, LLC and the Tangipahoa Parish Council- President Government
- [13.](#) Adoption of T.P. Ordinance No. 19-35- An ordinance to surplus asset number 21573 (2009 Ford pickup truck) and authorize the donation of said asset to the Village of Tickfaw
- [14.](#) Adoption of T.P. Ordinance No. 19-36- An ordinance to authorize the donation of asset number 21911 (2002 Ford pickup truck) to the Village of Tickfaw
- [15.](#) Introduction of T.P. Ordinance No. 19-37- An ordinance placing 15 MPH speed limit signs on Jr. Feets Lane in District No. 1 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20
- [16.](#) Introduction of T.P. Ordinance No. 19-38- An ordinance amending the meeting location of Recreation District No. 3 (Amite Area)
- [17.](#) Introduction of T.P. Ordinance No. 19-39- An ordinance of moratorium to prohibit construction of an apartment complex expansion on the corner of Happywoods Road and Adams Road
- [18.](#) Appoint/Re-Appoint Recreation District No. 3 (Amite Area)

**BEER, WINE, AND LIQUOR PERMITS**

**LEGAL MATTERS**

**COUNCILMEN'S PRIVILEGES**

**ADJOURN**

Kristen Pecararo  
Clerk of Council

Daily Star  
Please Publish August 22, 2019

Posted @ T.P. Courthouse Annex August 22, 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.

**ITEM ATTACHMENT DOCUMENTS:**

1. Approval of Memorandum of Understanding with the City of Ponchatoula in regards to the FTA Ponchatoula Sidewalk Project

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE TANGIPAHOA PARISH GOVERNMENT  
AND  
THE CITY OF PONCHATOULA  
FOR FTA FUNDED SIDEWALKS**

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

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the TANGIPAHOA PARISH GOVERNMENT (Parish), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by the Tangipahoa Parish President, ROBBY MILLER; and the CITY OF PONCHATOULA (City), a political subdivision of the State of Louisiana, domiciled in Tangipahoa Parish, Louisiana, herein represented by its Mayor, ROBERT F. ZABBIA.

The Tangipahoa Parish Government and the City of Ponchatoula agree as follows:

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

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

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

WHEREAS, the Federal Transit Administration (FTA) has approved grant funds to provide Tangipahoa Parish Government assistance in the construction and improvement of sidewalks (pedestrian improvement) needed to better serve the public transit system by safer access to the public; and

WHEREAS, the Ponchatoula and Parish have designated certain sidewalks/routes that are important to the endeavor and that were included in the FTA 5307 application. The use of the FTA grant funds for this purpose has been approved at a rate of 80% of the approved costs of the project, including both design fees and construction, with 20% of the actual project costs to be paid by the City of Ponchatoula (funding provided to the Parish government); and

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

WHEREAS, the actions and services required of the Parish government and the City of Ponchatoula pursuant to this agreement will result in a public benefit to citizens

of Tangipahoa Parish and the City of Ponchatoula, Louisiana as described herein and are not disproportionate to the investment of either the Parish government or the City of Ponchatoula; and

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

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

#### SCOPE OF SERVICES

The Tangipahoa Parish Government agrees and hereby covenants as follows:

The Tangipahoa Parish Government, as the grant recipient for the assigned federal funds, will serve as the project manager, with full communication to the City of Ponchatoula representative for this project and will provide reimbursement to the project engineer and construction contractor for up to 80% of the eligible expenses for this project, but with the express understanding that the City of Ponchatoula shall continue to own and maintain the improvements made herein with these funds. The City of Ponchatoula will be responsible for the approved 20% matching share of project costs by providing such funds through agreement with the Parish Government. The Parish will provide the required progress reports to the FTA and will handle the requisition of such grant funds.

The City of Ponchatoula agrees and hereby covenants and contracts as follows:

The City of Ponchatoula agrees to provide access to the project site during the time of construction for this project and will maintain the project when completed. The City of Ponchatoula also herein and hereby acknowledges that it will review and approve the plans and specifications for the project in conjunction with Tangipahoa Parish prior to bids or price quotes obtained by the Parish. The City of Ponchatoula further agrees that it will share the responsibility for inspection or the construction project in conjunction with the project engineer, and will maintain the said improvements provided by this grant for the life of this project facilities as owned by the City. The City of Ponchatoula further agrees to absolve the Parish government from any liability or responsibility as regards to the improvements provided herein for this project, but reserving all rights of recovery against the engineer and/or contractors or sub-contractors in the event of any sub-standard work.

The two parties herein, being the Tangipahoa Parish Government and the City of Ponchatoula, shall each be informed by the grant procured engineer or project manager when the project is substantially complete and this project shall only receive final approval after a final inspection of the required work by representatives of the City of Ponchatoula and the Parish Government.

#### ACKNOWLEDGMENT OF RELATIONSHIP

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

#### IF PROJECT COSTS EXCEED GRANT FUNDS

In the event that the parties determine that the cost of the project will exceed the amount granted for this project, then the Parish shall give notice to the City concerning this projected cost overrun. The City of Ponchatoula shall be given an opportunity to agree to pay or not pay these additional cost overruns. If the City of Ponchatoula does not elect to pay any cost overrun needed, and the Parish has no obligation to, then the project will be down-scaled to utilize the funds available, or proper change orders put in place to reduce the project costs, or the subject construction bids will be rejected. In no case shall the Tangipahoa Parish Government be liable or responsible for any pay for a cost overrun in excess of the project grant funds available.

#### TERM OF AGREEMENT

This agreement shall begin on the effective date of this MOU and will terminate on the date that the project has been completed, paid in full, and accepted as complete by Tangipahoa Parish Government.

#### TERMINATION CLAUSE

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

#### OWNERSHIP

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

reports, documents or other material related to this agreement. However, the Parish has ultimate authority to retain original or copies of all records for this project until the auditors and federal agencies has accepted the project for close-out.

#### NONASSIGNABILITY

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

#### AUDITORS CLAUSE

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

#### INDEMNIFICATION

The parties shall indemnify and save harmless each other against any and all claims, losses, liabilities, demands, suits, causes of action damages and/or judgments for sums of money arising out of, resulting from or by reason of any act or omission of the party, its agents, servants or employees while engaged in, about or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include reasonable attorney fees and costs of litigation, including but not limited to attorney fees. Any project grant funds improperly spent by either party and not allowed by FTA, the grant agency, will be reimbursed to FTA.

#### LITIGATION BETWEEN THE PARTIES

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

#### SEVERABILITY

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

#### ENTIRE AGREEMENT/MODIFICATION

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

#### DISCRIMINATION CLAUSE

The parties agree not to discriminate in their employment practices, and will render services under this Agreement without regard to race, color, religion, sex,

national origin, veteran status, political affiliation, disabilities.

CONTROLLING LAW

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

LEGAL COMPLIANCE

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

REMEDIES FOR DEFAULT

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

NOTICES

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

Tangipahoa Parish Government  
Attn: Mrs. Melissa R. Cowart, CPA  
Post Office Box 215  
Amite, Louisiana 70422

City of Ponchatoula  
Attn: Mr. Robert F. Zabbia  
P.O. Box 312  
Ponchatoula, LA 70454

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

WITNESSES:

TANGIPAHOA PARISH GOVERNMENT

\_\_\_\_\_

\_\_\_\_\_

(Print Name)

Robby Miller  
Tangipahoa Parish President

\_\_\_\_\_

CITY OF PONCHATOULA

(Print Name)

Robert F. Zabbia, Mayor

**ITEM ATTACHMENT DOCUMENTS:**

3. Approval of Change Order No. 1 (Final)- Vineyard Road Bridge



**ITEM ATTACHMENT DOCUMENTS:**

7. Adoption of T.P. Ordinance No. 19-29-An ordinance placing 15 MPH speed limit and drive like your kids live here signs on Whiskey Lane Ext in District No. 5 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20

**T.P. Ordinance No. 19-29**

AN ORDINANCE PLACING 15 MPH SPEED LIMIT SIGNS AND DRIVE LIKE YOUR KIDS LIVE HERE SIGNS ON WHISKEY LANE EXTENSION IN DISTRICT NO. 5 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 Whiskey Lane Extension in District No. 5
- 2) Drive Like Your Kids Live Here signs on Whiskey Lane Extension in District No. 5

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 26<sup>th</sup> day of August, 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: August 12, 2019

PUBLISHED: August 22, 2019

ADOPTED: August 26, 2019

DAILY STAR  
OFFICIAL JOURNAL

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

8. Adoption of T.P. Ordinance No. 19-30-An ordinance placing 35 MPH speed limit signs on Vineyard Road from North Coburn Road to River Road in District No. 8 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20

**T.P. Ordinance No. 19-30**

AN ORDINANCE PLACING 35 MPH SPEED LIMIT SIGNS ON VINEYARD ROAD FROM NORTH COBURN ROAD TO RIVER ROAD IN DISTRICT NO. 8 IN TANGIPAOHA 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) 35 MPH Speed Limit Signs on Vineyard Road from North Coburn Road to River Road in District No. 8

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 26<sup>th</sup> day of August, 2019 by the following roll-call vote:

**YEAS:**

**NAYS:**

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**ATTEST:**

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Kristen Pecararo  
Clerk of Council  
Tangipahoa Parish Council

\_\_\_\_\_  
Lionell Wells  
Chairman  
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ADOPTED: August 26, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

9. Adoption of T.P. Ordinance No. 19-31- An ordinance amending T.P. Ordinance No. 18-63 and 19-17- Adoption and amendment of the operating and capital outlay budgets of the Tangipahoa Parish Council- President Government for fiscal year 2019

**T.P. Ordinance No. 19-31**

**AN ORDINANCE AMENDING T.P. ORDINANCE NO. 18-63 AND 19-17-  
ADOPTION AND AMENDMENT OF THE 2019 BUDGET OF THE  
TANGIPAOHA PARISH COUNCIL- PRESIDENT GOVERNMENT**

**BE IT ORDAINED** by the Tangipahoa Parish Council, governing authority of Tangipahoa Parish, State of Louisiana, that T.P. Ordinance No. 18-63- Adoption of the 2019 budget of the Tangipahoa Parish Council-President Government and T.P. Ordinance No. 19-17- Adoption of an ordinance amending of the 2019 Budget of the Tangipahoa Parish Council-President Government is hereby amended as attached.

**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 26<sup>th</sup> day of August, 2019 by the following roll-call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

**NOT VOTING:**

**ATTEST:**

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Kristen Pecararo  
Clerk of Council  
Tangipahoa Parish Council

\_\_\_\_\_  
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APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

10. Adoption of of T.P. Ordinance No. 19-32- An ordinance rescinding the abandonment of 390-foot section of the East end of E. Bell Road (voted to abandon on June 24, 2019)

**T. P. ORDINANCE NO. 19-32**

**AN ORDINANCE RESCINDING THE ABANDONMENT OF THE DEDICATION OF A 390 FOOT SECTION OF THE EAST END OF EAST BELL ROAD IN DISTRICT 2, TANGIPAHOA PARISH, STATE OF LOUISIANA (VOTED TO ABANDON ON JUNE 24, 2019)**

**WHEREAS**, a request was made to the Tangipahoa Parish Council requesting that the dedication of said property, be abandoned:

THE EASTERN MOST 390-FOOT SECTION OF EAST BELL ROAD IN DISTRICT 2, STATE OF LOUISIANA, TANGIPAHOA PARISH

**WHEREAS**, the Tangipahoa Parish Council voted to abandon the dedication of said property at the regularly scheduled TPC meeting on June 24, 2019; and

**WHEREAS**, in light of new information, the Tangipahoa Parish Council is of the opinion that the servitude and easement for said eastern most 390-foot section of E. Bell Road in District No. 2, is needed for public purposes and proper procedure was not followed when abandoning said property; and,

**THEREFORE BE IT ORDAINED** by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, acting in accordance with LA R.S. 33:4718, the that the dedication of the eastern most 390 foot section of E. Bell Road in District No. 2, is hereby re-dedicated and will be maintained by the Tangipahoa Parish Council-President Government.

**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 TPC.

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was hereby declared adopted on this 26<sup>th</sup> day of August, 2019 by the following roll-call vote:

**YEAS:**

**NAYS:**

**ABSENT:**

**NOT VOTING:**

**ATTEST:**

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Kristen Pecararo  
Clerk of Council  
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APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

11. Adoption of T.P. Ordinance No. 19-33- An ordinance naming the Tangipahoa Parish Government building at 206 E. Mulberry Street, Amite in honor of Past Parish President Gordon Burgess

**T.P. Ordinance No. 19-33**

AN ORDINANCE NAMING THE TANGIPAHOA PARISH GOVERNMENT BUILDING (COUNCIL CHAMBERS/ADMINISTRATIVE OFFICES) AT 206 EAST MULBERRY STREET, AMITE, LOUISIANA OF THE TANGIPAHOA PARISH VETERANS MEMORIAL COMPLEX IN HONOR OF PAST PARISH PRESIDENT GORDON A. BURGESS

**WHEREAS**, the Tangipahoa Parish Council-President Government would like to honor Tangipahoa Parish’s President Gordon A. Burgess for his nearly 30 years as a dedicated public servant; and

**WHEREAS**, President Gordon A. Burgess took office in October of 1986 when the parish converted from a Police Jury system to the Home Rule Charter form of government; and

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

That the Tangipahoa Parish Government Building (Council Chambers/Administrative Offices) at 206 E. Mulberry Street, Amite, Louisiana of the Tangipahoa Parish Veterans Governmental Complex is hereby named in honor of past President Gordon A. Burgess as follows:

“Gordon A. Burgess Governmental Building”

The plaques currently installed on then Emergency Operations Center at 114 North Laurel Street, Amite and the Tangipahoa Parish Government Building (Council Chambers/Administrative Offices) at 206 E. Mulberry Street, Amite dedicating the two buildings as the “Tangipahoa Parish Veteran’s Governmental Complex” will remain in place and a new plaque will be installed for the naming of the “Gordon A. Burgess Governmental Building”

**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 TPC.

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was hereby declared adopted on this 26<sup>th</sup> day of August, 2019 by the following roll-call vote:

**YEAS:**

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Clerk of Council  
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ADOPTED: August 26, 2019

DAILY STAR  
OFFICIAL JOURNAL

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

12. Adoption of T.P. Ordinance No. 19-34- An ordinance authorizing the Tangipahoa Parish President to enter into an agreement between Premier Media, LLC and the Tangipahoa Parish Council-President Government

# LEASE AGREEMENT

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_ 2019, is by and between **The Parish of Tangipahoa** ("LESSOR"), and **Premier Media, LLC** ("LESSEE"), or its nominee or assignee.

## LESSOR AND LESSEE AGREE AS FOLLOWS:

1. **PROPERTY.** LESSOR is the owner (or authorized LESSOR) of that certain real property (the "Property") located at **West Club Deluxe Road Hammond, LA 70403**. The property will be leased for **one** Community Landmark Sign ("Sign") with **two (up to 672 square foot)** display faces intended to be viewed from both Eastbound and Westbound I-12. The LESSOR's property is located in the Parish of Tangipahoa with a property **ID# 5662702**. **The display location will be attached to this lease as Exhibit A.**

2. **TERM.** LESSOR hereby grants and leases to LESSEE and LESSEE accepts the grant and leases from LESSOR the property to have and to hold upon the terms and conditions contained in this Lease. The Development Term, Principal Term, and Year-to-Year Term are collectively the "Term" of this Lease.

DEVELOPMENT TERM. The Development Term of this Lease begins on the date above if accepted below by LESSEE (the "Commencement Date"). The Development Term expires the last day of the month during which the Sign is completed (including illumination, if applicable); or (b) twenty-four months (24) after the Commencement Date. If LESSEE has not received all unappealable permits and approvals within the Development Term, LESSEE shall elect to (i) terminate this lease by prior written notice to LESSOR; or (ii) begin the PRINCIPAL TERM.

PRINCIPAL TERM/YEAR-TO-YEAR TERM. The Principal Term shall be for **fifteen (15)** years and shall commence upon the first day of the month following completion of the Sign (or election by LESSEE to begin the Principal Term) and the annual rent schedule is **attached as Exhibit B**. This Lease shall continue year to year beyond the expiration of the original Principal Term herein created upon the same terms and conditions shown in years eleven (11) through fifteen (15) in Exhibit B, until either party shall notify the other in writing of its intention to change same at least one hundred twenty (120) days prior to the expiration of the then contract year. LESSEE's rights under this Lease shall survive any sale of the property or lease of the subject premises for a sign. Notwithstanding anything herein or in the Rent Schedule, Lessee shall pay all applicable rents during the Principal Term regardless of the status of permits or sign completion.

3. **RENT.** LESSEE shall pay rent to the LESSOR in the following amounts for each Term: **DEVELOPMENT TERM.** One thousand dollars (\$1,000.00), annually, in advance. **PRINCIPAL TERM/YEAR-TO-YEAR TERM.** Rent shall be paid monthly, in advance, **attached as Exhibit B**. Rent shall be deemed to have been received on time unless LESSOR notifies LESSEE of non-receipt of payment. LESSEE shall be permitted thirty (30) days from receipt of notice to make such payment without being in default of this Lease.

4. **LEASED PROPERTY/LESSEE'S IMPROVEMENTS.** LESSEE shall be entitled to use the Property to erect, maintain, service, remove and relocate (if subsequently necessary) the Sign (including necessary structures, footings, devices, power poles and connections) on the Property for such use or uses as permitted by law. The leased portion of the Property includes all necessary areas over, across and under the Property to provide for the construction, maintenance, service of advertising copy, repositioning and removal of the Sign and to provide for the installation of electrical service to the Sign. All of the Sign's structural components, power poles, materials, and equipment on the Property are and shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within ninety (90) days after the termination of this Lease or any extended term of this Lease. LESSEE agrees to remove the Sign, (exclusive of footings which shall only be removed to grade level) and restore the surface to its natural condition. All required permits and approvals for LESSEE'S sign shall be obtained at LESSEE'S sole expense. LESSOR shall cooperate fully with LESSEE and shall execute all instruments necessary or appropriate in the matter.

5. INDEMNITY AND INSURANCE. Each party agrees to indemnify and hold harmless the other from any and all claims or demands on account of bodily injury or physical property damage caused or resulting from any negligent or willful acts or omissions of the indemnifying party or its agents, employees or contractors. The LESSEE agrees to procure and maintain insurance and will provide LESSOR with a certificate naming LESSOR as an additional insured for the above premises, so endorsing LESSEE's policy and indicating these limits: Public Liability, two million dollars (\$2,000,000); Property Damage, one million dollars (\$1,000,000).

6. LESSOR'S COVENANTS. LESSOR covenants and warrants that LESSOR is either the owner, agent of the owner, or authorized lessee of the Property and that LESSOR has full power and authority to enter into and perform under the covenants of this Lease, including, without limitation, leasing the Property and authorizing the construction of the Sign at the location provided. LESSOR agrees to provide LESSEE with written proof of such authorization, if requested. LESSOR grants to LESSEE quiet enjoyment of the Property and warrants and agrees to defend LESSEE in the quiet enjoyment of the Property during the Term of this Lease. LESSOR agrees to make best efforts to obtain a Non-Disturbance Agreement from any and all lenders, mortgagees, and any other parties of interest, upon request of LESSEE. LESSOR agrees that LESSEE may record a Memorandum of Lease (or similar document) with respect to the Lease and the LESSEE'S interest therein.

7. ACCESS/NO OBSTRUCTIONS. LESSOR covenants and warrants that LESSEE shall have a reasonable means of access over, across and under the Property, and any adjoining or appurtenant property owned or controlled by LESSOR, to erect, illuminate, maintain, service, remove and reposition its Sign. LESSOR covenants and warrants not to erect, place, construct or maintain any improvement, structure, advertising display, vegetation (including any trees shrubs or other vegetation), or any other object on the Property, or any adjoining or appurtenant property owned or controlled by the LESSOR, which would in any manner, partially or completely, obscure or obstruct the normal highway view(s) of LESSEE'S Sign on the property or permit others to do so. LESSEE has the right (i) to remove the obscuring or obstructing improvement, structure, advertising display or other object at LESSOR'S expense; and (ii) to cut and/or remove any obscuring or obstructing vegetation at LESSEE's expense.

8. LESSEE'S TERMINATION RIGHT. If at any time, in LESSEE's sole but reasonable judgment, (i) the advertising shall be or become entirely or partially obscured, destroyed or obstructed; (ii) the premises shall be or become unsafe for the maintenance of the advertising thereon, or unable to support same; (iii) the value of said location for advertising purposes shall be or become diminished; (iv) there shall be a temporary or permanent diversion of traffic from the street or streets adjacent to, or leading to or past the subject premises, or from any of the streets from which the advertising is visible, or a change in the direction of traffic on such street or streets, or (v) LESSEE shall be unable to obtain from authorities having jurisdiction any necessary unappealable permit for the erection or maintenance of the Sign (whether of special or standard size, design and construction) as desired by LESSEE, or be prevented by any law or ordinance, or by the authorities having jurisdiction, from constructing or maintaining such Sign, then at the option of the Lessee, this Lease shall terminate with ninety (90) days' notice in writing to LESSOR, and LESSOR agrees thereupon to return to LESSEE upon a pro rata basis any rent paid in advance for the unexpired term.

9. ADVERTISING COPY RESTRICTIONS. LESSEE agrees not to place any advertising on the display faces that is pornographic, lewd, or obscene in nature. LESSEE agrees not to place any advertising on the display faces that is directly competitive with the business(es) of the owner or primary tenant of the property. As additional consideration for this Lease Agreement, LESSEE shall provide LESSOR one (1) gratis message slot on either digital face of the Sign. LESSOR's message slot shall not be sold, bartered or conveyed to a third party. All such messaging shall comply with all applicable rules, regulations, and restrictions.

10. CONDEMNATION. This Lease shall be governed and construed in accordance with the laws of the State of Louisiana. In the event of condemnation or the threat of condemnation or acquisition by any lawful governmental authority of the demised premises, LESSEE shall have the right to participate in any condemnation award or settlement to the extent of its damages for the loss of use of advertising, including

## EXHIBIT A

The Sign shall be erected within the general area(s) shown on the aerial image below (Identified as 'X'). The specific location of the Sign within the parcel shall be decided after the execution of this Lease and determined by a plan provided by the LESSEE. Upon completion of the plan, a copy shall be provided to LESSOR and such plan shall be attached hereto as Exhibit C.



- For illustrative purposes only to highlight general proposed area for placement.
- Set-back from Right-of-Way may not be exact.
- Vegetation removal and additional landscaping elements (if necessary) are not shown.

## EXHIBIT B

Conditioned upon receiving all necessary, unappealable state and local municipal permits for the construction of **one** Sign containing two digital (LED) advertising display faces, the annual rental amount paid monthly, in advance, will be as follows:

<u>TERM OF LEASE</u>	<u>AMOUNT PER YEAR</u>	<u>AMOUNT PER MONTH</u>
YRS 1-5	\$10,500.00	\$875.00
YRS 6-10	\$11,550.00	\$962.50
YRS 11-15	\$12,705.00	\$1,058.75

**T. P. ORDINANCE NO. 19-34**

**AN ORDINANCE AUTHORIZING THE TANGIPAHOA PARISH PRESIDENT TO ENTER INTO A PROPERTY LEASE AGREEMENT BETWEEN PREMIER MEDIAM LLC AND THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT**

**BE IT ORDAINED** by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that the Tangipahoa Parish President is hereby authorized and empowered on behalf of the Tangipahoa Parish Council-President Government, to enter into a Lease Agreement, as attached for a community landmark sign located at West Club Deluxe Road, Hammond, LA 70403:

**BE IT FURTHER ORDAINED** that the Parish President is authorized to execute any and all documents as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing.

**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 TPC.

On motion by \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was hereby declared adopted on this 26<sup>th</sup> day of August, 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: August 12, 2019

PUBLISHED: August 22, 2019

ADOPTED: August 26, 2019

DAILY STAR  
OFFICIAL JOURNAL

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

13. Adoption of T.P. Ordinance No. 19-35- An ordinance to surplus asset number 21573 (2009 Ford pickup truck) and authorize the donation of said asset to the Village of Tickfaw

**T.P. Ordinance No. 19-35**

"AN ORDINANCE TO SURPLUS ASSET NUMBER 21573 (2009 FORD PICKUP TRUCK) AND AUTHORIZE THE DONATION OF SAID ASSET TO THE VILLAGE OF TICKFAW

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

**WHEREAS**, the Village of Tickfaw has requested this truck; and

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

Surplus and donate:

- 1. 2009 Ford Pickup Truck, Asset Number 21573

**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 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 26<sup>th</sup> day of August, 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: August 12, 2019

PUBLISHED: August 22, 2019

DAILY STAR  
OFFICIAL JOURNAL

ADOPTED: August 26, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_.

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_.

----- Forwarded message -----

From: **TANGIPAHOA PARISH GOVT.** <[do\\_not\\_reply@tangipahoa.org](mailto:do_not_reply@tangipahoa.org)>

Date: Thu, Aug 8, 2019 at 11:17 AM

Subject: Attached Image

To: Donna <[purchasing@tangipahoa.org](mailto:purchasing@tangipahoa.org)>

The 2002 ford was on the last agenda to be surplus. The 2009 ford has not been declared surplus and we will donate both trucks to the Village of Tickfaw. This will be added to the agenda for Monday night according to Joe Thomas.

Thanks,  
Donna

**ITEM ATTACHMENT DOCUMENTS:**

14. Adoption of T.P. Ordinance No. 19-36- An ordinance to authorize the donation of asset number 21911 (2002 Ford pickup truck) to the Village of Tickfaw

**T.P. Ordinance No. 19-36**

"AN ORDINANCE TO AUTHORIZE THE DONATION OF ASSET NUMBER 21911 (2002 FORD PICKUP TRUCK) TO THE VILLAGE OF TICKFAW

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

**WHEREAS**, the Village of Tickfaw has requested this truck; and

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

- Donate:  
1. 2002 Ford Pickup Truck, Asset Number 21911

**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 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 26<sup>th</sup> day of August, 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: August 12, 2019

PUBLISHED: August 22, 2019

DAILY STAR  
OFFICIAL JOURNAL

ADOPTED: August 26, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of August, 2019 at \_\_\_\_\_.

----- Forwarded message -----

From: **TANGIPAHOA PARISH GOVT.** <[do\\_not\\_reply@tangipahoa.org](mailto:do_not_reply@tangipahoa.org)>

Date: Thu, Aug 8, 2019 at 11:17 AM

Subject: Attached Image

To: Donna <[purchasing@tangipahoa.org](mailto:purchasing@tangipahoa.org)>

The 2002 ford was on the last agenda to be surplus. The 2009 ford has not been declared surplus and we will donate both trucks to the Village of Tickfaw. This will be added to the agenda for Monday night according to Joe Thomas.

Thanks,  
Donna

**ITEM ATTACHMENT DOCUMENTS:**

15. Introduction of T.P. Ordinance No. 19-37- An ordinance placing 15 MPH speed limit signs on Jr. Feets Lane in District No. 1 in Tangipahoa Parish in accordance with Chapter 20 streets, roads, sidewalks and drainage- Article I, in General- Section 20

**T.P. Ordinance No. 19-37**

AN ORDINANCE PLACING 15 MPH SPEED LIMIT SIGNS ON JR FEETS LANE IN DISTRICT NO. 1 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 Jr. Feets Lane in District No. 1

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 9<sup>th</sup> day of September, 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: August 26, 2019

PUBLISHED: September 5, 2019

DAILY STAR  
OFFICIAL JOURNAL

ADOPTED: September 9, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of September, 2019 at \_\_\_\_\_

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of September, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

16. Introduction of T.P. Ordinance No. 19-38- An ordinance amending the meeting location of Recreation District No. 3 (Amite Area)

**T.P. Ordinance No. 19-38**

**AN ORDINANCE AMENDING T.P. ORDINANCE NO. 17-04-  
CHAPTER 19- DIVISION 5, SECTION 19-349 (DOMICILE;  
MEETINGS)**

**WHEREAS**, the Recreation District No. 3 has requested to amend their meeting location from its current location at Amite City Hall at 212 E. Oak Street, Amite, Louisiana 70422 to the Amite Chamber of Commerce Office at 101 SE Central Avenue, Amite, Louisiana 70422; and,

**NOW THEREFORE BE IT ORDAINED**, the Section 19-349 of the Code of Ordinances is hereby amended as follows:

**Sec. 19-349. - Domicile; meetings.**

“The domicile of the Tangipahoa Parish Recreation District No. 3 (Including Town of Amite) be and the same is hereby designated as Amite, Louisiana, which domicile is within the boundaries of the recreation district. The board of commissioners hereby appointed shall meet monthly at the Amite Chamber of Commerce Office at 101 SE Central Avenue, Amite, Louisiana 70422 on the second Tuesday of each month and proceed to organize and elect their officers in the manner provided for by law and to conduct other business.”

**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 9<sup>th</sup> day of September, 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: August 26, 2019

PUBLISHED: September 5, 2019

DAILY STAR  
OFFICIAL JOURNAL

ADOPTED: September 9, 2019

DELIVERED TO PRESIDENT: \_\_\_\_\_ day of September, 2019 at \_\_\_\_\_

APPROVED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

VETOED BY PRESIDENT: \_\_\_\_\_  
Robby Miller Date

RECEIVED FROM PRESIDENT: \_\_\_\_\_ day of September, 2019 at \_\_\_\_\_

**ITEM ATTACHMENT DOCUMENTS:**

17. Introduction of T.P. Ordinance No. 19-39- An ordinance of moratorium to prohibit construction of an apartment complex expansion on the corner of Happywoods Road and Adams Road

# CLIFTON T. SPEED

ATTORNEY AT LAW  
14498 LA. HWY. 37  
P.O. BOX 728  
GREENSBURG, LOUISIANA 70441

(225) 222-4780 • (225) 222-3205  
FAX (225) 222-4160

email: [speedlawoffice@centurytel.net](mailto:speedlawoffice@centurytel.net)

August 15, 2019

Mr. John R. "Bobby" Cortez  
Tangipahoa Parish Council  
42102 Jefferson Drive  
Hammond, Louisiana 70403-2164  
Email: [bobbyc1@att.net](mailto:bobbyc1@att.net)

RE: Ordinance Of Moratorium  
To Prohibit Construction Of An  
Apartment Complex Expansion On  
The Corner Of Happywoods Road And  
Adams Road

Dear Bobby:

As per our conversation of August 8, 2019, I have drafted the enclosed ordinance. My understanding is that there is an emergency situation involving the construction of an apartment complex expansion on the corner of Happywoods Road and Adams Road in Tangipahoa Parish, Louisiana. Please review the enclosed ordinance for any necessary changes, additions or correction. If there are any necessary changes, additions or corrections, please let me know. If the enclosed document meets with your approval, the next step would be to file this ordinance with Kristen Pecararo, Clerk with the Tangipahoa Parish Council. If you have any questions or need any additional information, please do not hesitate to contact me.

With best regards, I remain

Yours very truly,

  
Clifton T. Speed  
Assistant District Attorney

CTS/jdt  
Enclosure

cc: Ms. Kristen Pecararo, Clerk  
Tangipahoa Parish Council  
Post Office Box 215  
Amite, Louisiana 70422

C:\Users\Audrey\Documents\Speed Files\TANGIPAHOA PARISH GOVERNMENT COUNCIL\HAPPYWOODS APARTMENTS\8 2019 ltr. Bobby Cortez w copy of ordinance for review and consideration and cc to Kristen.wpd

ORDINANCE NUMBER \_\_\_\_\_ OF 2019

"AN ORDINANCE OF MORATORIUM TO PROHIBIT THE CONSTRUCTION OF AN APARTMENT COMPLEX EXPANSION ON THE CORNER OF HAPPYWOODS ROAD AND ADAMS ROAD IN TANGIPAHOA PARISH, LOUISIANA"

WHEREAS, plans for the expansion of the existing five (5) apartment complex so as to enlarge it to thirty-one (31) apartments has been submitted to the Tangipahoa Parish Planning Commission as regards a location at the corner of Happywoods Road and Adams Road near Ponchatoula, in Tangipahoa Parish, Louisiana;

WHEREAS, the roadways providing access to this site are each parish roadways with very limited rights of ways;

WHEREAS, the construction of these additional apartments will create flooding issues, traffic congestion and pedestrian problems; and

WHEREAS, the issues are an immediate threat to the people adjoining the property sought to be built upon and those people who will eventually relocate into the proposed expanded apartment complex.

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:

That there be and hereby issues a moratorium prohibiting the expansion of the apartment complex proposed for the corner of Happywoods Road and Adams Road near the City of Ponchatoula in rural Tangipahoa Parish, Louisiana until the parish roadways are expanded to at least sixty (60) feet in width and issues with flooding can be studied and addresses thereby protecting neighboring properties and fire protection services and police services have been studied and addressed.

At such time as the health, safety and quality of life issues addressed in this ordinance are addressed to the satisfaction the Tangipahoa Parish Council then and only then by a resolution duly noticed on the agenda in advance and thereafter duly passed can this moratorium be lifted and any further construction plans proceed. However, until the health, safety and quality of life issues outlined here are fully addressed then this moratorium shall continue in effect indefinitely.

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; after motion and second was submitted to the official vote of the Tangipahoa Parish Council.

The motion to adopt this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

The vote thereon was as follows:

YEAS: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_  
6) \_\_\_\_\_

NAYS: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_

NOT VOTING: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_

ABSENT: 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_

WHEREUPON the above and foregoing ordinance was declared duly adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at Amite, Tangipahoa Parish, Louisiana.

\_\_\_\_\_  
Lionel Wells  
Chairman  
Tangipahoa Parish Council

ATTEST:

\_\_\_\_\_  
Kristen Pecararo  
Clerk of Council  
Parish of Tangipahoa

Introduced: \_\_\_\_\_, 20\_\_\_\_.  
Published: \_\_\_\_\_, 20\_\_\_\_.

Delivered to Parish President: \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

Approved by Parish President: \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Tangipahoa Parish President

Vetoed by Parish President: \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Tangipahoa Parish President

Received by Council Clerk from Tangipahoa Parish President:  
\_\_\_\_\_, 20\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

\_\_\_\_\_  
Clerk of Council

**ITEM ATTACHMENT DOCUMENTS:**

18. Appoint/Re-Appoint Recreation District No. 3 (Amite Area)

**Amite Area Recreation District No. 3**

(4 year terms)

Contact: Mrs. Carol Brooke  
985-748-8761  
[Carol\\_brooke@att.net](mailto:Carol_brooke@att.net)

Meets 2<sup>nd</sup> Tuesday of month  
at 6:15PM at Amite Library  
212 E. Oak Street  
Amite, Louisiana 70422

<b>Commissioner</b>	<b>Appointed By</b>	<b>Term</b>	<b>Expiration</b>
Brandon Andrews	3	2	April 2020
Gerald Giardina	3	1	April 2021
Wayne Johnson, Jr.	3	1	April 2021
Jimmy Ebarb 985-517-0520	3	1	April 2023
John "Tree" Smith	3	1	April 2022

# TANGIPAOHA PARISH GOVERNMENT



P. O. BOX 215 • AMITE, LOUISIANA 70422  
(985) 748-3211 FAX (985) 748-7576  
WEB PAGE: www.tangipahoa.org  
MAIL: mail@tangipahoa.org

GORDON BURGESS  
PARISH PRESIDENT  
JEFF MCKNEELY  
DIRECTOR OF FINANCE  
NACE GARAFOLA  
DIRECTOR OF PUBLIC WORKS  
VIRGINIA BAKER  
DIRECTOR OF PERSONNEL  
MAURICE JORDON  
PARISH ENGINEER  
KRISTEN PECARARO  
CLERK OF COUNCIL

## TANGIPAOHA PARISH BOARD/COMMITTEE APPOINTEE INFORMATION

Name: Brian Todd Callihan

Committee of Interest: Recreation District #3

Physical Address:  
611 Suzanne Drive  
Amite, LA 70422

Mailing Address:  
611 Suzanne Drive  
Amite, LA 70422

Hm No.: N/A

Cell No.: 985-517-9917

Wk No.: same

E-Mail Address: btcallihan@gmail.com

Occupation: Physician

Years of Residence in Tangipahoa Parish: 31 years

Have you served on any Parish committee previously? YES  NO

If Yes, what committee/s \_\_\_\_\_

Appointed by: \_\_\_\_\_

By signing below, I certify that the foregoing information is correct.

X Brian T. Callihan Date 8/22/2019

### COUNCIL

TRENT FORREST  
DISTRICT 1  
RONNIE BANKSTON  
DISTRICT 6

GREG VARNADO  
DISTRICT 2  
LIONELL WELLS  
DISTRICT 7

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DAVID T. VILL  
DISTRICT 8

CARLO S. BRUNO  
DISTRICT 4  
HARRY LAVINE  
DISTRICT 9

NICKY MUSCARELLO, SR.  
DISTRICT 5  
BOBBY CORTEZ  
DISTRICT 10