

PUBLIC NOTICE - Notice Is Hereby Given That the Tangipahoa Parish Council Will Meet in **Regular Session** on Monday, March 14, 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

**Tangipahoa Parish Council
Tangipahoa Parish Gordon A Burgess Governmental Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
March 14, 2022**

PUBLIC HEARING

- 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
- 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
- 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

CALL TO ORDER

CELL PHONES - *Please Mute or Turn Off*

INVOCATION

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

ROLL CALL

ADOPTION OF MINUTES of regular meeting dated February 28, 2022

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

1. INTRODUCE Keep Tangipahoa Parish Beautiful Board

PARISH PRESIDENT'S REPORT

2. ADOPTION of T.P. Resolution No R22-05 - A Resolution authorizing the Tangipahoa Parish President to enter into a Cooperative Endeavor Agreement By and Between the Florida Parishes Juvenile Justice District and Tangipahoa Parish Government for the funding of the installation of a "Sensory Room" that will be located at the Tangipahoa Juvenile Justice Center along with the training of personnel of the Twenty-First Judicial District Court
3. APPROVAL OF BIDS Phase 2022 Overlay Program
4. APPROVAL OF BIDS Construction of Landfill Cell 15
5. APPROVAL OF MEMORANDUM OF UNDERSTANDING Between the State of Louisiana and Tangipahoa Parish Government for the temporary right-of-way access for removal of debris on state highways within the parish
6. APPROVAL TO SEEK BIDS for West Hoffman Road Bridge Replacement

REGULAR BUSINESS

ADOPTION OF ORDINANCES

7. ADOPTION 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
8. ADOPTION 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

9. ADOPTION 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
10. ADOPTION 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

INTRODUCTION OF ORDINANCES

11. INTRODUCTION of T.P. Ordinance No. 22-08 - An ordinance amending and enacting 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 on a Single Lot
12. INTRODUCTION of T.P. Ordinance No. 22-09 - An ordinance amending and enacting Chapter 17 - Planning and Development, Article V - Standards for Development of Property, Section 17-5.5 - Special Use Residential Commercial Developments, C. Multifamily and D. Residential Intermediate Care/Placement (RICP) Facilities Standards

13. APPOINTMENT to Industrial Development Board

BEER, WINE, AND LIQUOR PERMITS

14. Havis Investments, LLC dba The Original Chookies and Oyster Bar

LEGAL MATTERS

COUNCILMEN'S PRIVILEGES

ADJOURN

Jill DeSouge
Clerk of Council

Daily Star
Please Publish March 10, 2022

Posted @ T.P. Gordon A. Burgess Governmental Building March 10, 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.

Keep Tangipahoa Parish Beautiful

Dori St. Cyr
Ronald Harrell
Robin Spears
Letha Cook
Donny Latiolais
Ra'Mon Wheeler
Leisa Deblieux
David Derks
Linda McClellan
EJ Forgotston

T.P. Resolution No. R22-05

A RESOLUTION AUTHORIZING THE TANGIPAHOA PARISH PRESIDENT TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE FLORIDA PARISHES JUVENILE JUSTICE DISTRICT AND TANGIPAHOA PARISH GOVERNMENT FOR THE FUNDING OF THE INSTALLATION OF A “SENSORY ROOM” THAT WILL BE LOCATED AT THE TANGIPAHOA JUVENILE JUSTICE CENTER ALONG WITH THE TRAINING OF PERSONNEL OF THE TWENTY-FIRST JUDICIAL DISTRICT COURT

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 Florida Parishes Juvenile District and the Tangipahoa Parish Government for the funding of the installation of a “Sensory Room” that will be located at the Tangipahoa Juvenile Justice Center, 801 South 1st Street, Amite, LA, along with the training of personnel of the Twenty-First Judicial District Court.

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 Florida Parishes Juvenile Justice District and Tangipahoa Parish Government concerning the funding to install a “Sensory Room” and train personnel of the Twenty-First Judicial District Court.

On motion by _____ and seconded by _____, the foregoing Resolution was hereby declared adopted on this the 14th day of March 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

LAW OFFICES OF
JOHN I. FEDUCCIA
A PROFESSIONAL LAW CORPORATION
POST OFFICE BOX 2266
900 WEST THOMAS STREET
HAMMOND, LOUISIANA 70401

TELEPHONE
(985) 345-6333

FAX
(985) 345-6247

February 9, 2022

EMAIL

George R. Coxen, Jr., President
Florida Parishes Juvenile Justice Commission
P.O. Box 788
Amite, LA 70422
Email: bcoxen@21stjdc.org

RE: Cooperative Endeavor Agreement
By and Between the:
Florida Parishes Juvenile Justice District and
Tangipahoa Parish Government

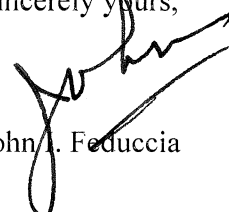
Dear Bo:

Please look over the "discussion draft" of a Cooperative Endeavor Agreement on the referenced matter. Does it accurately state the scope of this engagement? What is the date of the Tangipahoa Parish Council meeting and was a resolution adopted then? Perhaps you can provide an answer or advise me of the name of the appropriate person with Parish Government for review.

The Florida Parishes Juvenile Justice Commission can adopt a resolution in accordance with this finding at its next meeting. Assuming we get the documentation together in time I would recommend we get a "draft" of the Cooperative Agreement to your Commissioners so that it can be quite understood what is being considered.

Thank you for your kind attention.

Sincerely yours,


John I. Feduccia

JIF/cph
Attachment: Draft of Endeavor Agreement

DISCUSSION DRAFT 2/8
4:06

**Cooperative Endeavor Agreement By and Between
the Florida Parishes Juvenile Justice District and
Tangipahoa Parish, Louisiana Government**

THIS AGREEMENT is made and entered into on this, the _____ day of _____, 2022 by and between the Florida Parishes Juvenile Justice District, duly represented by **George Coxen**, President of the Florida Parishes Juvenile Justice Commission, as authorized by resolution of its governing authority, hereinafter referred to as the "District"; and

Tangipahoa Parish Government represented herein by **Robby Miller**, President, and hereinafter referred to as the "Tangipahoa Parish".

WITNESSETH:

WHEREAS, the Florida Parishes Juvenile Justice District is a political subdivision of the State of Louisiana, with a territorial jurisdiction throughout the Twenty-First and the Twenty-Second Judicial District Courts, including, but not limited to the Parish of Tangipahoa, Louisiana and is governed by the Florida Parishes Juvenile Justice Commission (the "Commission") pursuant to La.R.S. 15:1094, et seq.

WHEREAS, La. R.S. 15:1094.2 provides "The purpose of the Commission shall be to assist and afford opportunities to children who enter the juvenile justice system, or who are children in need of care or supervision, to become productive, law-abiding citizens of the community, parish and state by the establishment of rehabilitative programs within a structured environment and to provide physical facilities and related services for children throughout the Parishes of Livingston, St. Helena, St. Tammany, Tangipahoa and Washington".

WHEREAS, La. R.S. 15:1094.5 provides that the Commission generally may perform any function and exercise any power necessary, requisite, or proper for the administration and management of the affairs of the commission, and it specifically may cooperate with Juvenile Courts and other Courts and public agencies within the Twenty-First and Twenty-Second Judicial Districts and aid and assist them in all ways authorized by law to carry out the purposes and responsibilities for which it is established.

WHEREAS, Tangipahoa Parish Government has utilized public funds to meet the financial needs of the Twenty-First Judicial District Court and the Juvenile Services Division of the Twenty-First Judicial District Court for installation of a "Sensory Room" at the physical facilities of the Tangipahoa Juvenile Justice Center situated at 801 South 1st Street, Amite, Louisiana 70422 and to fund the initial cost of training staff members and employees of the Twenty-First Judicial District Court with instruction by and through the Karyn Purvis Institute of Child Development, Texas Christian University, Fort Worth, Texas.

WHEREAS, the Commission finds that a "Sensory Room" utilized in the Juvenile Justice setting creates a calming, soothing environment for children awaiting court hearings and acts as a tool to de-escalate stressful situations and has proven to relax the child who can become overwhelmed by the events, sights and sounds of a courthouse.

WHEREAS, the Commission further finds that a "Sensory Room" at the Twenty-First Judicial Court Juvenile Justice Center in Amite, Louisiana serves as a therapeutic tool when utilized through certified TBRI practitioners and licensed addiction counselors who specialize in dealing with youth and families who have been traumatized.

WHEREAS, the Commission further finds that a "Sensory Room" with properly trained staff helps calm the fears of being in court as they respond to questions asked of them by trained therapists.

WHEREAS, the Commission further finds that the Twenty-First Judicial District Court Juvenile Services Division Program has worked with American based/Disability Friendly professionals to provide courtroom design/layout and cost of sensory items.

WHEREAS, the Commission has determined that a "Sensory Room" administered at the Juvenile Justice Center for the Twenty-First Judicial District Court in Amite, Louisiana comports with the Commission's statutory purposes and is a program that is useful, necessary, expedient and convenient to carry out the purposes of the Commission.

WHEREAS, the Commission's purposes are partially funded through collection of Criminal Court cost funds authorized by La. R.S. 15:1094.7 and on finding that the Commission has accumulated fund balances which should be utilized for the purposes of the Commission as expressed in the Enabling Legislation.

WHEREAS, the Commission has determined that the services provided by Tangipahoa Parish Government to the Twenty-First Judicial District Court Juvenile Services Division are activities which assist and afford opportunities to children who are in need of care or supervision which will allow these children to become a productive, law-abiding citizen of the community of the Parish of Tangipahoa, Louisiana, with the establishment of a structured environment developed and operated by the Twenty-First Judicial District Juvenile Court in furtherance thereof.

WHEREAS, the Commission agrees to reimburse funds expended by Tangipahoa Parish Government for costs associated with the construction of a "Sensory Room" within the Tangipahoa Parish Juvenile Justice Center at 801 South 1st Street, Amite, Louisiana 70422 and to reimburse Tangipahoa Parish Government for the cost of training personnel of the Twenty-First Judicial District Court in accordance with professional training provided by Karyn Purvis Institute of Child Development in association with Texas Christian University, Fort Worth, Texas.

WHEREAS, a Cooperative Endeavor Agreement is authorized by Article 7, Section 14 of the Louisiana Constitutional 1974 for the public purposes set forth in La. R.S. 15:1094.2 for youth within the jurisdictional limits of the District; pursuant to the authority of the Constitution and laws of the State of Louisiana.

NOW, THEREFORE, the Florida Parishes Juvenile Justice District and Tangipahoa Parish Government enter into this Cooperative Endeavor Agreement for the financial reimbursement to Tangipahoa Parish Government by the Commission pursuant to a resolution adopted by the Tangipahoa Parish Council at its regular meeting of _____ as follows:

SECTION 1:

The Florida Parishes Juvenile Justice Commission, by resolution, finds that the construction costs initially provided by Tangipahoa Parish Government and the education of Court personnel in the Juvenile Court System are essential to the goals and purposes of the District as set forth in La. R.S. 15:1094, *et seq.*

SECTION 2:

Tangipahoa Parish Government has or will have paid, in public funds, a sum of Twenty Five Thousand Six-Hundred Fifty and 13/100 (\$25,654.13) Dollars to e-Special Needs, LLC, 1850 Borman Court, St. Louis, MO, 63146 for the construction of a "Sensory Room" within the physical facilities of the Tangipahoa Juvenile Justice Center, 801 South 1st Street, Amite, Louisiana 70422 as set forth on the quote of e-Special Needs, LLC attached to this Agreement.

SECTION 3:

Additionally, the Commission finds that Tangipahoa Parish Government has advanced the sum of Eight Thousand and 00/100 (\$8,000.00) DOLLARS to Karyn Purvis

Institute of Child Development in furtherance of the educating and training of staff members and employees of the Twenty-First Judicial District Court in order to train staff members as certified TBRI practitioners and licensed addiction counselors within the "Sensory Room".

SECTION 4:

Recognizing the societal benefits to the citizens and residents of the District and particularly those juveniles entering into the juvenile justice system within the Twenty-First Judicial District Court in and for the Parish of Tangipahoa, Louisiana, the District does hereby agree to reimburse Tangipahoa Parish Government the costs and expenses incurred by Tangipahoa Parish Government for construction of the "Sensory Room" pursuant to the quote of e-Special Needs, LLC the sum of Twenty Five Thousand Six-Hundred Fifty and 13/100 (\$25,654.13) Dollars and to further reimburse Tangipahoa Parish Government for the compensation costs and expenses incurred for educational training to members of the staff of the Twenty-First Judicial District Court by Karyn Purvis Institute of Child Development, in association with Texan Christian University, Fort Worth, Texas.

SECTION 5:

The parties agree that they shall execute such other instruments as may be necessary for fulfillment of this Cooperative Endeavor Agreement, including, not limited to the issuance of funds totaling \$33,654.13 as set forth in this Agreement.

This Agreement is made and entered into by and between the Florida Parishes Juvenile Justice District by and through its Commission and Tangipahoa Parish Government in Duplicate Originals by the duly authorized officials before the undersigned competent witnesses on the dates hereinafter set forth.

WITNESSES:

Printed Name: _____

Printed Name: _____

**FLORIDA PARISHES JUVENILE
JUSTICE DISTRICT**

**BY: _____
GEORGE R. COXEN, Jr.,
PRESIDENT, FLORIDA
PARISHES JUVENILE
JUSTICE COMMISSION**

DATE: _____

WITNESSES:

Printed Name: _____

Printed Name: _____

**TANGIPAHOA PARISH
GOVERNMENT**

**BY: _____
ROBBY MILLER,
PRESIDENT**

DATE: _____

[NOTHING FOLLOWS]

**TANGIPAOA PARISH GOVERNMENT
OVERLAY PROGRAM PHASE 2022
BID OPENING FEBRUARY 24, 2022**

BIDDER	LICENSE #	BID BOND	AMOUNT
BARRIERE CONTRUTION CO	6276	YES	7,297,992.81
RJ DAIGLE & SONS	12031	YES	7,539,008.88



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 | fx: 225-379-1851

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

MEMORANDUM OF UNDERSTANDING

Between the

STATE OF LOUISIANA

And

Tangipahoa Parish Government

Temporary Right-of-Way Access for Removal of Debris

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 202__ (“Effective Date”), by and between the State of Louisiana (“State”) and Tangipahoa Parish Government (“Entity”), for the purpose of memorializing their understanding and respective duties and responsibilities for the removal of certain eligible storm debris from within the limits of Tangipahoa Parish. State and Entity may be referred to hereinafter as “Party” individually, and “Parties” collectively.

RECITALS

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, Governor John Bel Edwards issued Proclamation Number 165-JBE-2021, declaring a State of Emergency in response to then-Tropical Storm Ida on August 26, 2021; and

WHEREAS, President Joseph R. Biden, Jr. declared that a major disaster exists in the State of Louisiana following Hurricane Ida, pursuant to Major Disaster Declaration DR-4611-LA (“Declaration”) issued on August 29, 2021; and

WHEREAS, the passage of Hurricane Ida caused substantial damage to infrastructure, including transportation, power transmission, utility, and communication facilities, as well as dwellings and other structures; and

WHEREAS, Entity intends to undertake the removal of certain eligible storm debris from _____ properties within its corporate limits and to seek FEMA reimbursement for the same; and

WHEREAS, the Parties agree to cooperate for the public purposes set forth herein; and

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

ARTICLE I
SCOPE AND PURPOSE

- 1.1 The entirety of the recitals set forth above, as well as any attachments, are incorporated herein and expressly made a part of this MOU.
- 1.2 The purpose of this MOU is to delineate the respective responsibilities of the Parties with regard to access to certain highway rights-of-way for the removal of storm-generated debris with the intention of seeking FEMA reimbursement for the debris removal.
- 1.3 The right of access granted herein shall be limited to removal operations for debris classified as in accordance with FEMA guidance for Hurricane Ida.

ARTICLE II
RESPONSIBILITIES OF THE PARTIES

Responsibilities of DOTD

- 2.1 DOTD, at its sole discretion, will grant Entity access to, and use of, state highway rights-of-way (“ROW”) for the purpose of aiding Entity’s removal of commercial debris related to Hurricane Ida.
- 2.2 Use of the ROWs shall be subject to Article III Term / Termination herein.
- 2.3 DOTD will cooperate with Entity as necessary to maintain the efficient use of the ROWs throughout the duration of this MOU.
- 2.4 DOTD shall have sole discretion and authority to limit use of any ROW at any point throughout the duration of this MOU, should DOTD deem necessary and proper under the circumstances. In the event of such limitation of use, and to the extent practicable, DOTD shall provide Entity with advance notice of an impending closure.

- 2.5** DOTD shall not be responsible to provide funding for any costs associated with the debris removal operations contemplated under this MOU.

Responsibilities of Entity

- 2.6** Entity will cooperate with DOTD as necessary to ensure the most efficient use of the ROW, pursuant to the terms of this ICEA.
- 2.7** Entity will be responsible to designate entities, if any, that shall have use of the ROW for Entity’s debris removal purposes, and to establish the extent to which said entities shall have use of the ROW. Entity will be responsible for the use of the ROW by its designees.
- 2.8** Entity will provide to DOTD a list of entities, if any, to which Entity designates use of the ROW for debris removal. Entity will keep such list current throughout the duration of this MOU.
- 2.9** Entity will be responsible for all costs associated with its debris removal operations as contemplated under this MOU. The Parties understand and agree that Entity intends to seek FEMA reimbursement for debris removal operations, as contemplated herein; however, Entity will not seek reimbursement of any portion of such costs from DOTD.
- 2.10** Entity will be responsible to remove/collect and dispose of eligible debris in accordance with all applicable state and federal law.
- 2.11** Subject to Article VIII Indemnification herein, Entity shall indemnify and hold harmless DOTD for all access to, and use of, any state-owned right-of-way for debris operations by Entity and/or its employees, agents, contractors, or other designees.

ARTICLE III **TERM / TERMINATION**

- 3.1** The terms of this MOU shall be binding and enforceable upon the Parties as of the Effective Date written above, and shall remain binding and enforceable until the Parties have completed performance of the responsibilities and obligations undertaken herein, unless otherwise terminated by mutual agreement of the Parties in accordance with this Article.
- 3.2** This MOU may be terminated at any time by the mutual written agreement and consent of the Parties or by any Party by providing ten (10) days’ written notice to the other Party hereto.

ARTICLE IV **RECORD KEEPING**

- 4.1** The Parties shall maintain any documents, papers, file books, records, and other evidence related to this MOU for a period of five (5) years following execution of this MOU.
- 4.2** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditor shall have the option of auditing all accounts of Entity and State that relate to this MOU. Audits shall be conducted in accordance with La. R.S. 24:513, as applicable.

ARTICLE V
AMENDMENTS / MODIFICATIONS

This MOU may be amended or modified at any time by mutual consent of the Parties, provided that any modification, amendment, alteration, variation, or waiver of provisions of this MOU shall be valid only when it has been reduced to writing and executed by both Parties.

ARTICLE VI
REMEDIES FOR DEFAULT

In the event of default by any Party, the aggrieved Party shall have all rights granted to it by the general laws of State of Louisiana.

ARTICLE VII
ASSIGNMENTS

No Party may assign any interest in this MOU by assignment, transfer, or novation, without prior written consent of the other Party.

ARTICLE VIII
INDEMNIFICATION / THIRD PARTIES

- 8.1** Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action (e.g., ex contractu, ex delictu, quasi-contractual, statutory), damages, attorney fees, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of its own or of its designees, agents, assignees, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this MOU, or with any use of any state-owned right-of-way by its designees, agents, assignees, servants, independent contractors, or employees, or otherwise in connection with the debris operations performed by any of the above-enumerated parties, as contemplated hereunder, including, but not limited to, any omissions, defects or deficiencies, disruptions, inefficiencies or nonpayment of any cost incurred, or any other claim of whatever nature or kind arising from, out of, or in any way connected with, the performance of any obligation undertaken pursuant to this MOU, to the fullest extent permitted by law.

- 8.2** Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by any Party hereto, or to authorize any third person to have any action against any Party arising out of this MOU.
- 8.3** Nothing herein is intended, nor shall be deemed, to alter possession or ownership of, or responsibility for, any property owned by either Party.

ARTICLE IX
DISCRIMINATION CLAUSE

- 9.1** The Parties shall abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1974; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.
- 9.2** The Parties shall not to discriminate in any employment practices, and shall conduct their respective obligations under this MOU without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation or disability.
- 9.3** Any act of discrimination committed by any Party hereto, or any failure to comply with these statutory obligations when applicable, shall be grounds for termination of this MOU.

ARTICLE X
SEVERABILITY

Should any term, covenant, condition, or provision of this MOU or the application thereof to any person or circumstance shall, at any time or to any extent, be found invalid or unenforceable, the remainder of this MOU or the application of such terms, 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 MOU shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XI
LEGAL COMPLIANCE

The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE XII
CONTROLLING LAW AND VENUE

- 12.1** The validity, interpretation, and performance of this MOU shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 12.2** The exclusive venue for any suits arising out of this MOU shall be in the Nineteenth Judicial District Court for the Entity of East Baton Rouge, Louisiana.

ARTICLE XIII
PROVISION OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein, and the agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the MOU shall forthwith be amended to make such insertion or correction.

ARTICLE XIV
NOTICES

All notices and other communications pertaining to this MOU shall be made to the following Party representatives:

DOTD: Vince Latino, Jr
Asst. Secretary, Operations
1201 Capitol Access Rd.
Baton Rouge, LA 70802-4438
Office: 225-379-1200

Entity:

IN WITNESS THEREOF, the Parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA

Witness for 1st Party

Secretary / Designee

Witness for 1st Party

WITNESSES:

Witness for 2nd Party

Title: _____

Witness for 2nd Party

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 _____

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 _____

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. Ordinance No. 22-08

AN ORDINANCE AMENDING AND ENACTING 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

BE IT ORDAINED by the Tangipahoa Parish Council-President Government,
State of Louisiana, acting as the Governing Authority hereby amends as follows;

CHAPTER 17 PLANNING AND DEVELOPMENT

ARTICLE V - STANDARDS FOR DEVELOPMENT OF PROPERTY

Sec. 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 (½) acre for placement of a manufactured home.
2. Density: No more than ~~three (3)~~ two (2) single-family dwelling units shall be placed on any one parcel of record. ~~This includes any and all combinations of~~ These two (2) single-family dwelling units will only allow for one (1) manufactured home and any other a one (1) single-family residential dwellings. More than three (3) homes on one parcel of record will constitute a Mobile Home Park and be required to meet all Mobile Home Park development standards. Each unit will require one-half (1/2) acre per unit.
3. Setbacks: Side and rear setbacks shall be ten (10) feet from property line. Front setbacks shall be a minimum setback of twenty-five (25) feet from public right-of-way lines. In cases when the right- of-way lines cannot be determined, the setback line will begin 18 inches behind the back slope of the drainage ditches.
4. Spacing of manufactured home: All new manufactured homes being placed must be a minimum of fifty (50) feet from another habitable structure.
5. Nonconforming lots of record: (Grandfather Clause) Parcels less than one-half (½) acre with a current manufactured home on it are allowed to maintain residence and/or replace older mobile homes with a new manufactured home if utilities are currently in place at the time of the permit request or were in place within twelve (12) months of request.
6. Removal of older mobile homes or manufactured homes: When replacing one home for another, the original home must be removed from the parcel within sixty (60) days of the new home being placed. If the home is not removed within sixty (60) days, a power disconnection order will be issued and remain in effect until it is removed.
7. Mandatory requirements. Manufactured homes must meet all of the following requirements:
 - a. Be placed on a permanent conventional foundation and set up in accordance with building code requirements as prescribed by HUD;
 - b. Be comprised of at least 12 feet wide by 40 feet long or two fully enclosed parallel sections each not less than 12 feet wide by 36 feet long;
 - c. Be located on a parcel owned by the applicant. The applicant must provide proof of parcel ownership for moving permit approval.
8. ~~Waivers.~~ Other Consideration for Placement: In cases of declared emergencies, the required standards may be waived.

9. Heir Property must be opened in succession with property listed in the applicant's name for Mobile Home placement to be allowed

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 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: March 14, 2022

PUBLISHED: March 10, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: March 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. 22-09

AN ORDINANCE AMENDING AND ENACTING CHAPTER 17 -
PLANNING AND DEVELOPMENT, ARTICLE V – STANDARDS FOR
DEVELOPMENT OF PROPERTY, SECTION 17-5.5 – SPECIAL USE
RESIDENTIAL COMMERCIAL DEVELOPMENTS, C. MULTIFAMILY

BE IT ORDAINED by the Tangipahoa Parish Council-President Government,
State of Louisiana, acting as the Governing Authority hereby amends as follows;

CHAPTER 17 PLANNING AND DEVELOPMENT

ARTICLE V - STANDARDS FOR DEVELOPMENT OF PROPERTY

Sec. 17-5.5 – Special Use Residential Commercial Developments

C. Multifamily

1. Minor Apartment Standards

a. The following minor apartment developments can be administratively approved without planning commission review.

b. ~~Amount approvable will be no more than two dwelling units on one recorded parcel (lot) of record or a total of two dwelling units on two adjacent lots of record under same ownership, including partnerships in a LLC.~~

Structures – No more than two (2) dwelling units on one (1) recorded parcel (lot) of record. These combinations of units on one parcel of record can be as follows:

1 non-movable (single family house) and 1 manufactured home;
2 non-movables (single family house with accessory apartment).

No more than 1 manufactured home is allowed on one (1) recorded parcel (lot) of record.

c. Minimum lot size –

Shall be one-half acre per non-moveable dwelling unit or two dwelling units (duplex = 2 units) on one acre.

Minimum frontage is 125' on an existing public-maintained road. Lots of record which were created prior to enactment of this ordinance shall be grandfathered in.

e.d. Site Plan/Survey –

Site plan or legal survey of property must be submitted showing where the dwelling units will be placed and must include any existing dwelling units already located on the property. Any other dwelling unit will be included in the total allowable count and must be included on the site plan.

e. Ownership –

Proof of Ownership Legal recorded proof will be required.(Cash Deed, Donation, Judgement of Possession, etc.)

2. Major Apartments, ~~Complexes, and~~ Condominiums, Townhouses, and Duplex Development Standards

a. Location of mini dumps for solid waste disposal must be on the final plat.

b. Streets exceeding 500 feet in length must end in a cul-de-sac or a T turnaround designed as per chapter 42.

- c. Privacy fences, six feet in height, may be required if necessary, to separate incompatible land uses.
- d. Maximum density of 12 units per acre.
- e. Must have a 35' minimum wide right-of-way with a 16' minimum wide hard surfaced street.
- f. At least 10% of the total development acreage must be in green space or recreational area.
- g. Security lighting must be provided on every other utility pole or at equivalent spacing.

D. Residential Intermediate Care/Placement (RICP) Facilities Standards

- 1. These facilities provide services and support in a 24-hour residential setting that may include but not be limited to the following: ongoing evaluation, planning, and coordination/ integration of health and rehabilitative services and supports. The facility services are provided in a range of residential settings.

These facilities are considered commercial ~~if the development has a minimum of two structures on the property and~~ requires supervising staff to be present 24 hours a day:

- a. Community group homes (3 to 15 people with designated sleeping quarters),
 - b. Small facilities (16 to 32 people with designated sleeping quarters),
 - c. Public or privately-operated large institutions (33 or more people with designated sleeping quarters).
- 2. Regulations- These facilities must follow all required commercial development regulations as defined herein and receive Parish Council approval to proceed to the permitting process.
 - 3. Exception- Existing private homes that operate as a community home with up to no more than six residents are not considered commercial.

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 March, 2022 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

 Jill DeSouge
 Clerk of Council
 Tangipahoa Parish Council

 Brigitte Hyde
 Chairwoman
 Tangipahoa Parish Council

INTRODUCED: March 14, 2022

PUBLISHED: March 10, 2022 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: March 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 _____