



**PUBLIC HEARINGS AND TOWN COUNCIL MEETING
TUESDAY, JANUARY 18, 2022, 6:00PM
ABITA SPRINGS TOWN HALL
22161 Level St., Abita Springs, LA 70420**

Posted: January 13, 2022 2pm

CALL TO ORDER: Mayor Curtis
INVOCATION: Alderman Murphy
PLEDGE OF ALLEGIANCE: Alderman Saussy

PUBLIC HEARING: 1.) Discussion of Instrument 2021-008, AN ORDINANCE TO REZONE A TWO-ACRE PARCEL OF PROPERTY IN THE 71000 BLOCK OF DUNDEE ST. FROM HISTORIC RESIDENTIAL DISTRICT FROM RESIDENTIAL. 2.) Discussion of Instrument 2021-009, AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF ABITA SPRINGS TO ESTABLISH A MORATORIUM ON THE ZONING OF ANY LANDS AS PLANNED UNIT DEVELOPMENT; TO ESTABLISH A TIME PERIOD FOR SUCH MORATORIUM AND TO PROVIDE FOR RELATED MATTERS.

MAYOR'S ANNOUNCEMENTS: 1.) Certificate of Recognition

ROLL CALL:

Call for Agenda Modifications
Accept December 21, 2021, Town Council Meeting Minutes
Accept the November 2021 Financial Report

OLD BUSINESS:

1.) Consideration of adoption of Instrument 2021-008, AN ORDINANCE TO REZONE A TWO-ACRE PARCEL OF PROPERTY IN THE 71000 BLOCK OF DUNDEE ST. FROM HISTORIC RESIDENTIAL DISTRICT FROM RESIDENTIAL.
2.) Consideration of adoption of Instrument 2021-009, AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF ABITA SPRINGS TO ESTABLISH A MORATORIUM ON THE ZONING OF ANY LANDS AS PLANNED UNIT DEVELOPMENT; TO ESTABLISH A TIME PERIOD FOR SUCH MORATORIUM AND TO PROVIDE FOR RELATED MATTERS.

NEW BUSINESS:

1.) Consideration of adoption of A RESOLUTION OF THE TOWN OF ABITA SPRINGS AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ABITA SPRINGS AND THE ST. TAMMANY PARISH SHERIFF'S OFFICE
2.) Consideration of Introduction of Instrument 2022-001 AN ORDINANCE TO DECLARE MULTIPLE PIECES OF EQUIPMENT NO LONGER NEEDED FOR PUBLIC USE, AND TO AUTHORIZE THE TOWN TO PROCEED WITH THE PROCESS FOR THE ADVERTISING AND THE SALE OF SUCH PROPERTIES.

OPEN/ADJOURNMENT:

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE, PLEASE CONTACT US AT (985) 892-0711.
PLEASE CONTACT TOWN HALL AT THE SAME NUMBER FOR ADDITIONAL INFORMATION REGARDING THIS AGENDA.



INSTRUMENT 2021-008

AN ORDINANCE TO AMEND THE OFFICIAL MAP OF ZONING DISTRICTS OF THE TOWN OF ABITA SPRINGS TO CHANGE THE ZONING OF A CERTAIN PARCEL OF LAND IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 12 EAST, ST. TAMMANY PARISH, LOUISIANA FROM HISTORIC RESIDENTIAL TO RESIDENTIAL

WHEREAS, the property owners of a certain parcel of land in Section 6, Township 7 South, Range 12 East, in Abita Springs have petitioned the Town to rezone the referenced property from Historic Residential District to Residential; and,

WHEREAS, the petition was properly certified by the Town Clerk; and,

WHEREAS, the Town of Abita Springs Planning Commission has favorably recommended the aforesaid change to the zoning classification.

THEREFORE, BE IT ORDAINED that the following described property located in the Town of Abita Springs be rezoned as Residential.

Parcel A contains 2.0 Acres more or less per Survey No. 21-140229 of John E. Bonneau, Professional Land Surveyor, dated April 19, 2021, and attached hereto and made a part of this Ordinance.

PARCEL "A" being 2.0 acres in Section 6, Township 7 South, Range 12 East, Town of Abita Springs, St. Tammany Parish, Louisiana, being more fully described as follows:

From the northwest corner of the northwest ¼ of Section 6, Township 7 South, Range 12 East, St. Tammany Parish, Louisiana, run south for a distance of 1295.5 feet to a point; thence go south 00 degrees 16 minutes 18 seconds west for a distance of 874.45 feet; thence go south 89 degrees 58 minutes 24 seconds east for a distance of 301.36 feet; thence go south 45 degrees 05 minutes 17 seconds east for a distance of 1495.9 feet; thence go north 45 degrees 05 minutes 17 seconds west for a distance of 42.05 feet to the Point of Beginning;

From the Point of Beginning run north 45 degrees 05 minutes 01 seconds west (north 45 degrees 00 minutes 00 seconds west - title) for a distance of 590.70 feet to a point; thence go south 89 degrees 34 minutes 35 seconds east for a distance of 421.38 feet to a point; thence go south 00 degrees 26 -minutes 00 seconds west for a distance of 413.97 feet back to the Point of Beginning.

BE IT FURTHER ORDAINED that the Official Zoning Map of the Town of Abita Springs be amended to reflect the new zoning classification.

FURTHERMORE, BE IT ORDAINED that the Clerk of the Board is hereby authorized and empowered to take any and all actions necessary to promulgate the provisions of this ordinance.

This ordinance shall be effective upon signature of the Mayor.

Introduced on a motion of Aldermen Member Murphy, seconded by Alderman Member Contois on the ___ day of _____ 2021. Adopted on a motion of Alderman Member _____ and seconded by Alderman Member _____ on the ___ day of _____ 2022.

The vote was:

AYES:

NAYS:

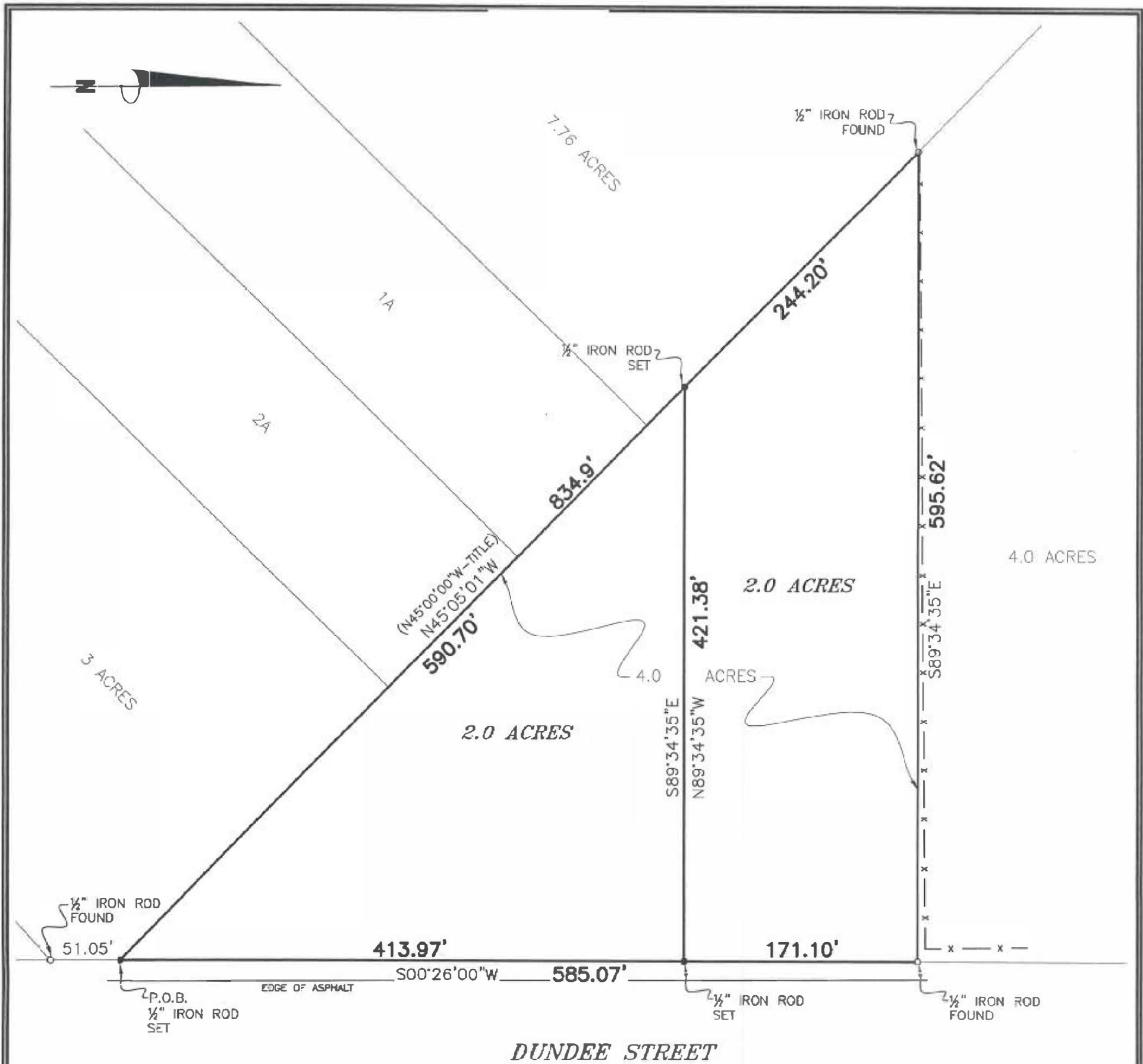
ABSTENTIONS:

ABSENT:

ATTEST

Janet Dufrene, Town Clerk

Honorable Daniel J. Curtis, Mayor



APPROVALS:

MAYOR OF ABITA SPRINGS

PLANNING AND ZONING CHAIRMAN

CLERK OF COURT

DATE FILED MAP FILE NO.

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LOWE ENGINEERS, L.L.C.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECT SUPERVISION AND CONTROL; AND THAT THE SURVEY WAS DONE ON THE GROUND AND IS IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" AS ADOPTED BY THE STATE OF LOUISIANA, BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR A CLASS "D" SURVEY.

NOTE: THE P.O.B. IS REPORTED TO BE SOUTH - 1295.6'; S00°16'18"W - 874.45'; S89°58'24"E - 301.36'; S45°05'17"E - 1495.9'; N45°05'17"W - 42.05'; FROM THE N.W. CORNER OF THE N.W. 1/4 OF SECTION 6, T-7-S, R-12-E, ST. TAMMANY PARISH, LOUISIANA.

REFERENCE SURVEY: A survey by Eddie Murphy dated April 22, 1998.

BASIS FOR BEARINGS: The Reference Survey.

FLOODZONE NOTE: This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described is located in Flood Zone(s) "X" with a Base Flood Elevation of N/A in accordance with Community Panel No. 220199 0002 C; Revised: MAY 17, 1988

A RESUBDIVISION MAP OF
A 4.0 ACRE PARCEL OF LAND
into
PARCEL A AND B, SECTION 6, T-7-S, R-12-E
Town of Abita Springs, St. Tammany Parish, Louisiana
for
JACKIE AND IRMA McCLAIN

Survey No. 21-140229
Date: APRIL 19, 2021

Drawn by: SPH
Revised:

Scale: 1" = 80'

NOTE: This is to certify that I have done an actual ground survey and found that no encroachments exist either way across any property lines except as shown.

This Survey is Certified True and Correct By

NOTE: Setback lines shall be verified by owner and/or contractor prior to any construction, as an abstract has not been performed by the undersigned.

Servitudes shown hereon are not necessarily exclusive. Servitudes of record as shown on title opinion or title policy will be added hereto upon request, as surveyor has not performed any title search or abstract.

STATE OF LOUISIANA
JOHN E. BONNEAU
LICENSE NO. 4423
PROFESSIONAL
John E. Bonneau
Professional Land Surveyor
Registration No. 4423

LOWE ENGINEERS

Professional Land Surveyors Planners and Consultants
1011 NORTH CAUSEWAY BLVD., SUITE 34
MANDEVILLE, LA 70471
OFFICE NO. (985)845-1012
FAX NO. (985)845-1778
www.loweengineers.com

ACT OF DONATION AND DECLARATION

**BY: JACKIE LYNN McCLAIN and
IRMA PENN McCLAIN**

STATE OF LOUISIANA

**TO: JEREMY LAMARC McCLAIN and
JASMINE DELAINE McCLAIN**

PARISH OF ST. TAMMANY

BE IT KNOWN, that on the date herein subscribed, before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforementioned State and Parish, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JACKIE LYNN McCLAIN (SSN: 8291), DONOR, a person of the full age of majority, being of sound mind to understand the nature and consequences of this Act, and resident of the Parish of Beauregard, State of Louisiana, who declared unto me, Notary, that he is currently a single individual. Donor acquired this property when he was married to Irma Penn McClain, and presently owns the property, in community, with Irma Penn McClain. Permanent mailing address: 1109 Elm Road, DeRidder, Louisiana, 70634,

IRMA PENN McCLAIN (SSN: 0283), DONOR, a person of the full age of majority, being of sound mind to understand the nature and consequences of this Act, and resident of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that she is currently a single individual. Donor acquired this property when she was married to Jackie Lynn McClain, and presently owns the property, in community, with Jackie Lynn McClain. Permanent mailing address: 73125 United Church Road, Covington, Louisiana, 70435,

who, in consideration for their love and affection for DONEES, declare that they do by these presents, irrevocably donate, give, grant, transfer, set over, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said DONORS have or may have against all preceding owners and vendors, and deliver unto:

JEREMY LAMARC McCLAIN (SSN: 6391) and JASMINE DELAINE McCLAIN (SSN: 1314), DONEES, persons of the full age of majority, being of sound mind to understand the nature and consequences of this Act, and residents of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that they are married to each other and are currently living and residing together. Permanent mailing address: 73127 United Church Road, Covington, Louisiana, 70435,

100% of THEIR interest, in the hereinafter described immovable property, presently owned by DONORS, and which is more fully described as:

Legal Description of Property Being Donated as Parcel "A"

PARCEL "A" being 2.0 acres in Section 6, Township 7 South, Range 12 East, Town of Abita Springs, St. Tammany Parish, Louisiana, being more fully described as follows:

From the northwest corner of the northwest ¼ of Section 6, Township 7 South, Range 12 East, St. Tammany Parish, Louisiana, run south for a distance of 1295.5 feet to a point; thence go south 00 degrees 16 minutes 18 seconds west for a distance of 874.45 feet; thence go south 89 degrees 58 minutes 24 seconds east for a distance of 301.36 feet; thence go south 45 degrees 05 minutes 17 seconds east for a distance of 1495.9 feet; thence go north 45 degrees 05

minutes 17 seconds west for a distance of 42.05 feet to the Point of Beginning;

From the Point of Beginning run north 45 degrees 05 minutes 01 seconds west (north 45 degrees 00 minutes 00 seconds west – title) for a distance of 590.70 feet to a point; thence go south 89 degrees 34 minutes 35 seconds east for a distance of 421.38 feet to a point; thence go south 00 degrees 26 minutes 00 seconds west for a distance of 413.97 feet back to the Point of Beginning.

Parcel contains 2.0 Acres more or less per Survey No. 21-140229 of John E. Bonneau, Professional Land Surveyor, dated April 19, 2021, and attached hereto and made a part of this Act.

To have and to hold the above described property unto DONEES, their heirs, successors and/or assigns forever.

Said DONEES appear herein and hereby accept this donation with gratitude and acknowledge delivery and possession thereof as evidenced by DONEES' signatures.

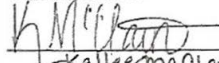
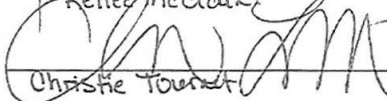
All State, Parish, and City taxes up to and including the taxes due and eligible are paid for the year 2020 per declaration of DONORS. The parties hereby relieve and release me, Notary, from all responsibility and liability in connection therewith.

The parties to this act acknowledge that no survey, mortgage, conveyance and tax certificates, tax researches, tax sale, paving, sewer and water lien, research certificates in connection with this Act of Donation has been made, nor was any produced or attached, nor was there any title search, examination, opinion, or title insurance, and the parties do hereby relieve and release and agree to hold harmless and indemnify Cypress Notary, LLC, its employees, agents or successors and me, Notary, from any and all liability, responsibility or damage, including court costs and attorneys' fees in connection herewith.

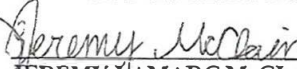
This instrument has been prepared solely from information given by the parties. There are no express or implied guarantees to the marketability of title, accuracy of the description, or quantity of land described, as no examination of title to the property was requested or conducted. The preparer has not been requested to provide, nor has the preparer provided, advice on the tax, legal, or non-legal consequences that may arise as a result of the conveyance.

THUS DONE AND PASSED at Mandeville, Louisiana, on the 21st day of May 2021, in the presence of the two undersigned competent witnesses, who hereunto sign their names with said appearer and me, Notary, after reading of the whole.

WITNESSES:

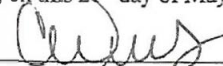

Kellee McClain

Christie Tourant


IRMA PENN McCLAIN-DONOR


JEREMY LAMARC McCLAIN -DONEE


JASMINE DELAINE McCLAIN -DONEE

Sworn to and subscribed before me, Notary, on this 21st day of May 2021.


CHRISTINA L. WILLIAMS, NOTARY
Notary No. 68517 - My Commission is for Life
Additional Signature Page to Follow

THUS DONE AND PASSED at De Ridder, Louisiana, on the 20th day of May 2021, in the presence of the two undersigned competent witnesses, who hereunto sign their names with said appearer and me, Notary, after reading of the whole.

WITNESSES:

[Signature]

[Signature]
JACKIE LYNN McCLAIN-DONOR

Mindy C. Keen

Sworn to and subscribed before me, Notary,
on this 20 day of May 2021.

Lorie K Larence

NOTARY PUBLIC

Notary No. 85549

My Commission is for Life c





INSTRUMENT 2021-009

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AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF ABITA SPRINGS TO ESTABLISH A MORATORIUM ON THE ZONING OF ANY LANDS AS PLANNED UNIT DEVELOPMENT; TO ESTABLISH A TIME PERIOD FOR SUCH MORATORIUM AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS the Town of Abita Springs has availed itself of the provisions of R.S. 9:4722 which allow municipalities to create zoning districts; and,

WHEREAS pursuant to that authority, the Town of Abita Springs has created the zoning classification of a Planned Unit Development (PUD); and,

WHEREAS the Town of Abita Springs is in the process of re-evaluating its Comprehensive Land Use Plan and has dedicated funding in its 2022 Budget of Revenue and Expenditures for that purpose; and

WHEREAS the Town has commissioned reports from the Town Engineer and Town’s Wastewater Treatment and Water System Operator to evaluate system capacity; and,

WHEREAS the conclusion of these reports indicate that the wastewater treatment plant is performing marginally at the current flow and that the additional flows from new development would most likely place the Town into significant non-compliance; and,

WHEREAS the Mayor and the Board of Aldermen desire that no large tracts of land be reclassified as a PUD until completion of the re-examination efforts of the Town of both the Comprehensive Plan, the existing PUD ordinance, and infrastructure capacity; and,

WHEREAS it is therefore necessary, to affect a temporary moratorium on the classification of additional lands in the corporate limits of Abita Springs as a Planned Unit Development.

THEREFORE, BE IT ORDAINED by the Town of Abita Springs that there is hereby established a moratorium in the reclassification of any land situated in the municipal corporate limits of the Town of Abita Springs as a Planned Unit Development Zoning District.

BE IT FURTHER ORDAINED that this moratorium shall remain in effect and no lands shall be reclassified as a PUD Zoning for twenty-four months from the effective date of this ordinance..

BE IT FURTHER ORDAINED that this ordinance shall be posted on the Town website and remain so until the moratorium’s expiration.

Introduced by Alderman Randolph, seconded by Alderman Contois on the 21st day of December 2021. Adopted on motion of Alderman _____ and seconded by Alderman _____ on the ____ day of _____ 2022.

This ordinance becomes effective upon signature of the Mayor.

Vote was:
YEAS:
NAYS:
ABSENT:
ABSTAIN:

ATTEST

Janet Dufrene, Town Clerk

Honorable Daniel J. Curtis, Mayor



Thornton, Musso, & Bellemin, Inc.
WATER TREATMENT CONSULTANTS

(225) 654-4955
FAX: (225) 654-9533

Post Office Box 181
Zachary, LA 70791

December 21, 2021

To: Town of Abita Springs
Mayor Dan Curtis
From: Bill Travis

Re: Capacity of current wastewater treatment plant

Mayor Curtis,

As the project to upgrade to the wastewater collection system nears completion, I thought a review on its impact on the treatment plant would be in order. Improving the integrity of the collection system should give a more accurate picture of the flow through the plant and where current flow stands in relation to plant capacity.

October and November were months that were relatively free of major rain events. The flows for these two months should be indicative of current loading. Considering 1150 sewer connections to the system, the numbers are as follows.

Month	Total Flow	Average Daily Flow	Daily Average per connection
October 2021	5,838,548 gallons	188,340 gallons	164 gallons
November 2021	5,475,613 gallons	182,520 gallons	159 gallons

For the purposes of determining the impact of new projects on treatment systems, Louisiana Department of Health Engineering uses a projected flow of 400 gallons per day per service connection. This number is specified in the Louisiana Administrative Code.

As part of a recent report, April 2021, Principal Engineering calculated the capacity of the existing wastewater plant. On page 10 of this report, the capacity of each segment of the plant was considered and the capacity of each of these segments calculated. These calculations are listed below from their report.

Process Unit	Theoretical Capacity (gpd)
Aeration	330,000
Clarification	228,000
Disinfection	350,000
Solids Digestion	245,000
Solids Dewatering	250,000

The overall capacity of the plant is limited by the lowest capacity of an individual process unit. In this case, it is the clarification. This is the process by which the total suspended solids (TSS) are removed from the stream. TSS is one of the parameters that have clearly defined limits in the discharge permit. Failure to meet these limits result in a discharge violation.

Based on these numbers, the flow to the plant can be increased by roughly 40,000 gallons a day. It should be noted that as capacity is approached the buffer between compliance and non-compliance decreases.

If any new projects are considered, the Louisiana Department of Health will have to review plans and permit new capacity. Based on their guidelines, no more than 100 new connections would be approved.

Covid and current supply chain challenges have changed everything. I think that new capacity coming on-line will currently take no less than three years from planning to completion of construction. The current plant is in dire need of repair.

I hope this helps. If you need any more information, please feel free to contact me.



Bill Travis
Operator 11300



RESOLUTION

A RESOLUTION OF THE TOWN OF ABITA SPRINGS AUTHORIZING THE MAYOR TO SIGN INTERGOVERNMENTAL AGREEMENTS BETWEEN THE TOWN OF ABITA SPRINGS AND THE ST. TAMMANY PARISH SHERIFF'S OFFICE

WHEREAS, various user agencies have entered into Intergovernmental Agreements with the St. Tammany Parish Sheriff's Office, expressing their mutual and collective intent to establish and implement a common radio-communication system; and

WHEREAS, the Town of Abita Springs now desires to enter into an Intergovernmental Agreement with the STPSO to participate as an agency user of the common radio-communication system known as St. Tammany P-25 Public Safety Radio System ("STP-25" or "System"); and

WHEREAS, the St. Tammany Parish Sheriff's Office provides professional, effective and competent dispatch services; and

WHEREAS, Abita Springs is in need of communication and dispatching services for its Law Enforcement Department and has requested that the STPSO assume the dispatching services for the Town of Abita Springs Marshal's Office; and

WHEREAS, there is a mutual benefit to be gained from increased efficiencies and costs savings associated with combining dispatch services within St. Tammany Parish; and

WHEREAS, the Town will pay the STPSO certain annual amounts in accordance with the payment terms described in the attached agreements, inclusive of all maintenance costs.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in these Agreements, attached hereto and made a part of this resolution, the Parties agree and bind themselves as described therein.

BE IT FURTHER RESOLVED, by the Board of Aldermen of the Town of Abita Springs, that the Honorable Daniel J. Curtis is hereby authorized to sign and execute the attached Intergovernmental Agreements.

With the above resolution having been properly introduced by Alderman _____ and duly seconded by Alderman _____, the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

And the resolution was declared adopted this ____th day of January 2022.

Janet Dufrene, Town Clerk

Daniel J. Curtis, Mayor

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into this _____ day of _____, 2021, pursuant to Louisiana Constitution Article VI, Section 20 and Article VII, Section 14, R.S. 33:1324 et seq. and other constitutional and statutory authority, by and among the following parties (collectively "the Parties"):

RANDY SMITH, in his official capacity as **ST. TAMMANY PARISH SHERIFF**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 1120, Covington, Louisiana 70434 (hereinafter referred to as "STPSO"); and

TOWN OF ABITA SPRINGS, St. Tammany Parish, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 461, Abita Springs, Louisiana 70420, appearing herein through **DANIEL J. CURTIS**, duly authorized Mayor of the Town of Abita Springs, on behalf of the Town and its Police Department (hereinafter referred to as "Abita Springs" or "ASPD"),

Who agree to become Parties to this Agreement and do hereby bind themselves to the terms and conditions until same is mutually terminated as provided herein below.

WITNESSETH:

WHEREAS, the St. Tammany Parish Sheriff's Office provides professional, effective and competent dispatch services; and

WHEREAS, Abita Springs is in need of communication and dispatching services for its Police Department and has requested that the STPSO assume the dispatching services for Abita Springs' Police Department; and

WHEREAS, there is a mutual benefit to be gained from increased efficiencies and costs savings associated with combining dispatch services within St. Tammany Parish.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind themselves as follows:

ARTICLE I

PUBLIC PURPOSE

- 1.1 The Parties to this Agreement acknowledge and agree that the public purpose of this Agreement is to provide professional dispatch services within the Town of Abita Springs' jurisdiction. The Parties have determined the following:

- a. The expenditure of any public funds made pursuant to this Agreement is for a public purpose.
- b. The expenditure, taken as a whole, is not gratuitous.
- c. STPSO and Abita Springs have a reasonable expectation of receiving at least equivalent value in exchange for any expenditure which may be made by either Party.

ARTICLE II

OBLIGATIONS

STPSO Responsibilities:

2.1

- a. Provide communication officers for dispatch services 24 hours per day, 7 days per week. STPSO will answer all in-coming emergency 911 telephone calls within the Town of Abita Springs' jurisdiction, including calls to the State Police, Fire Departments, and Ambulance Services. STPSO will notify first responders, when appropriate, within nationally recognized time standards such as those detailed in NFPA 1221 or other applicable standards.
- b. Ensure that all 911 calls and radio dispatched traffic are recorded. The recording and/or hard copies of such calls shall be the property of the STPSO and shall remain in the custody and control of the STPSO. Abita Springs' Police Department shall have reasonable access to all recordings for quality control monitoring or to investigate complaints. All requests for access to recordings shall be made to the commander of the STPSO Communications Division.
- c. Maintain consistent communication with Abita Spring's Police Department officers on a shared STPSO channel in accordance with the dispatch schedule as at all times requested and provided by ASPD and approved by the STPSO Communications Division. Abita Springs' Police Department accepts sole responsibility for its submitted dispatch schedule and agrees to familiarize themselves with STPSO emergency protocols and to comply with instructions from STPSO Communications regarding transferring channels.

Town of Abita Springs Responsibilities:

2.2

- a. Maintain consistent communication with STPSO deputies on a shared STPSO channel in accordance with the dispatch schedule as at all times requested and provided by ASPD and approved by the STPSO Communications

Division. Abita Springs' Police Department accepts sole responsibility for its submitted dispatch schedule and agrees to familiarize themselves with STPSO emergency protocols and to comply with instructions from STPSO Communications regarding transferring channels.

- b. Activate an administrative line recording or answer day-to-day administrative phone line.
- c. Train its officers on radio policies and procedures used by STPSO deputies, as requested by the STPSO Communications Division.

ARTICLE III

TERM AND BINDING NATURE

- 3.1 This Agreement shall commence on _____, 2021, shall continue for a period of two (2) years, and shall automatically renew for a period of two (2) years, unless otherwise terminated as provided in this Agreement.
- 3.2 Any alternation, modification, or waiver of the provisions of this Agreement shall be valid only when it has been reduced to writing and approved by and executed by the Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.
- 3.3 Should either Party seek to terminate this Agreement for any reason prior to the expiration of the term, the Party seeking to terminate shall provide written notice of its intent to terminate sixty (60) days prior to the date of termination.

ARTICLE IV

PAYMENT TERMS

- 4.1
 - a. The Town of Abita Springs hereby assigns to the STPSO all 911 call taker duties in and for Abita Springs' jurisdiction, therefore deferring any future St. Tammany Communications District 1 revenue it may otherwise be entitled to receive, if any, to the STPSO.
 - b. Any significant change in Town of Abita Springs population, call volume or STPSO costs to perform the services will trigger a renegotiation of Agreement terms and services performed; to be evaluated by the Parties annually at the date of original execution.

ARTICLE V

INSURANCE

- 5.1 STPSO will name the Town of Abita Springs' Police Department as an additional insured on any policy of insurance required for coverage of the performance of the services under this Agreement. STPSO shall also maintain a policy of insurance which shall indemnify the Police Department for all losses which may arise out of the execution or operation or performance of services under this Agreement.
- 5.2 The Town of Abita Springs will name STPSO as an additional insured on any policy of insurance required for coverage of the performance of the services under this Agreement. The Town of Abita Springs shall also maintain a policy of insurance which shall indemnify STPSO for all losses which may arise out of the execution or operation or performance of services under this Agreement.
- 5.3 Except as expressly provided under this Agreement, each Party will obtain insurance or self-insurance in coverage amounts adequate for the Party's potential legal risk assumed under this Agreement.

ARTICLE VI

CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 6.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 6.2 If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 6.3 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 6.4 No Party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual agreement.
- 6.5 Each Party warrants that they have the requisite authority and permission to enter, sign and bind their offices to the terms and conditions of this Agreement.
- 6.6 Each Party agrees to indemnify and hold harmless the other, its officers, directors, employees, and agents of and from and against any and all liability, including, but not limited to, claims, demands, losses, suits, damages, judgments, costs and expenses whether, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorney's fees and other professionals, as well as court costs and expenses, for any actions or inactions arising out of, in connection with, or that may arise as a result of

this Agreement made by third parties, whether such claims are made by way of indemnity, contribution, subrogation or otherwise. The Parties further agree to promptly notify the other Party in writing of any incident, claim, or lawsuit of which it or they become aware which is alleged to be caused by, based upon or arising out of any act, conduct, or omission of the other Party and shall fully cooperate in the defense of such claim. Upon written notice of the claim, the Party called under this Agreement to indemnify and hold the other harmless shall take steps necessary to promptly defend and protect the Party requesting indemnification and to be held harmless from an indemnified claim. Additionally, the Parties will provide updates of any and all claims as requested by the other.

- 6.7 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

ARTICLE VII

NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

- 7.1 No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any party in his individual capacity, and neither of the officers of any party, nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of same.

ARTICLE VIII

NOTICE

- 8.1 Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, or sent by tele-copier or other similar form of electronic transmissions confirmed by written confirmation mailed at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a Party in written notice to the other Party compliant with this section.

Town of Abita Springs
Daniel J. Curtis, Mayor
P.O. Box 461
Abita Springs, Louisiana 70420
dcurtis@abitaspringsla.com

St. Tammany Parish Sheriff's Office
Randy Smith, Sheriff
P.O. Box 1120
Covington, Louisiana 70434
randysmith@stpsso.com

ARTICLE IX

ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany, State of Louisiana after diligent reading of the whole.

THUS DONE AND SIGNED on this _____ day of _____ in the presence of the undersigned witnesses.

WITNESSES:

TOWN OF ABITA SPRINGS

DANIEL J. CURTIS
MAYOR

THUS DONE AND SIGNED on this _____ day of _____ in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH SHERIFF'S OFFICE

RANDY SMITH
SHERIFF

**AMENDED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
ST. TAMMANY PARISH SHERIFF’S OFFICE AND THE TOWN OF ABITA
SPRINGS
(St. Tammany P-25 Public Safety Radio System)**

This Amended Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2021 (the “Commencement Date”), pursuant to Louisiana Constitution Article VII, Section 14(C), wherein governmental entities are empowered to enter into Intergovernmental Agreements, by and among the following parties (collectively “the Parties”) and hereby amends that previous Agreement entered into by the Parties on May 18, 2020:

RANDY SMITH, in his official capacity as **ST. TAMMANY PARISH SHERIFF**, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 1120, Covington, Louisiana 70434 (hereinafter referred to as “STPSO”), and

TOWN OF ABITA SPRINGS, a municipality and political subdivision of the State of Louisiana, whose mailing address is P.O. Box 461, Abita Springs, Louisiana 70420, appearing herein through Daniel J. Curtis, it’s duly authorized Mayor (hereinafter sometimes referred to as “Town”).

Who agree to become Parties to this Agreement and do hereby bind themselves to the terms and conditions until same is mutually terminated as provided herein below.

WITNESSETH:

WHEREAS, various user agencies have entered into Intergovernmental Agreements with the St. Tammany Parish Sheriff’s Office, expressing their mutual and collective intent to establish and implement a common radio-communication system; and

WHEREAS, the Town of Abita Springs now desires to enter into an Intergovernmental Agreement with the STPSO to participate as an agency user of the common radio-communication system known as St. Tammany P-25 Public Safety Radio System (“STP-25” or “System”); and

WHEREAS, the Town will pay the STPSO certain annual amounts in accordance with the payment terms described herein, inclusive of all maintenance costs.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the Parties agree and bind their respective political subdivisions as follows:

ARTICLE I. PUBLIC PURPOSE AND REQUIREMENTS

- 1.1 The Parties to this Agreement have acknowledged and determined that their cooperative efforts will be of benefit to the public health, safety, and welfare of the Town of Abita Springs and St. Tammany Parish.

- 1.2 The Town of Abita Springs shall comply with the terms and conditions, and all operating principles of the St. Tammany P-25 Public Safety Radio System Master Agreement, “Exhibit A” attached hereto and made a part hereof.
- 1.3 The Town of Abita Springs agrees that it will at all times provide six (6) radios to be used with, and compatible with, the radio system. The STPSO agrees that it will support and maintain the six Town radios, keeping them operational with the system, for the duration of the Agreement.

ARTICLE II. TERM AND BINDING NATURE

- 2.1 This Agreement shall become effective upon signing by the Parties and will terminate on the date the last payment is made on the obligation.
- 2.2 Any alternation, variation, modification, or waiver of the provisions of this Agreement shall be valid only when it has been reduced to writing and approved by and executed by the Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.
- 2.3 Should either Party seek to terminate this Agreement for any reason prior to the expiration of the term, the Party seeking to terminate shall provide written notice of its intent to terminate sixty (60) days prior to the date of termination.

ARTICLE III. PAYMENT TERMS

- 3.1
 - a. Payment is due to the STPSO from the Town of Abita Springs on or before the 1ST of the month shown in the below schedule:

Amended Payment Terms by Year – Town of Abita Springs

Fiscal Year	Payment Due Date	Annual Payment as of July 1, 2021 (3 Users w/ 911 credit)	Payment Increase to 6 Users Jan 1, 2022 (w/ 911 credit)
FY20	July 1, 2019	\$1,865.29 (pro-rated - \$224.84)	
FY21	July 1, 2020	\$1,868.42	
FY22	July 1, 2021	\$1,294.78	\$1,942.17 (additional \$647.39 due)
FY23	July 1, 2022	\$1,577.02	\$3,154.04
FY24	July 1, 2023	\$1,582.23	\$3,164.46
FY25	July 1, 2024	\$1,593.45	\$3,186.90
FY26	July 1, 2025	\$1,537.31	\$3,074.62
FY27	July 1, 2026	\$1,551.88	\$3,103.76
FY28	July 1, 2027	\$1,555.72	\$3,111.44
<u>FY29</u>	<u>July 1, 2028</u>	<u>\$1,565.30</u>	<u>\$3,130.60</u>
	Total	\$15,991.40	\$23,867.99

Note - The payment schedule effective FY2022 is contingent upon current contributions from 911 Communications District # 1. In the event the Communications District # 1 reduces future payment amounts, a revised payment schedule will apply.

ARTICLE IV. ENTIRE AGREEMENT

4.1 This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements, whether oral or written. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

ARTICLE V. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

5.1 No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party in his individual capacity, and neither of the officers of any party, nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of same.

ARTICLE VI. NOTICE

6.1 Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, or sent by tele-copier or other similar form of electronic transmissions confirmed by written confirmation mailed at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be designated by a Party in written notice to the other Party compliant with this section.

Town of Abita Springs

Daniel J. Curtis
Mayor
P.O. Box 461
Abita Springs, Louisiana 70420
dcurtis@abitaspringsla.com

St. Tammany Parish Sheriff's Office

Randy Smith
Sheriff
P.O. Box 1120
Covington, Louisiana 70434
randysmith@stpsso.com

ARTICLE VII. REMEDIES FOR DEFAULT; VENUE; JURISDICTION AND GOVERNING LAW

7.1 Any claim or controversy arising out of this Agreement shall be resolved under Louisiana law. Exclusive venue and jurisdiction for all claims or controversies shall be the 22nd Judicial District Court for the Parish of St. Tammany.

ARTICLE VIII. OWNERSHIP OF RECORDS

8.1 All records, reports, documents and other material delivered or transmitted to the Town of Abita Springs by the STPSO, or from the Town to the STPSO, shall remain the property of the receiving party and be deemed as “public” for the purposes of disclosure and release.

ARTICLE IX. SEVERABILITY

9.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of the Agreement. If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of the Agreement shall remain in full force and effect.

ARTICLE X. APPEARANCES

10.1 The representative of each party herein warrants that he has the requisite authority and permission to enter, sign and bind his office.

ARTICLE XI. COUNTERPARTS

11.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana after diligent reading of the whole.

THUS DONE AND SIGNED on this _____ day of _____, 2021, in the presence of the undersigned witnesses.

WITNESSES:

TOWN OF ABITA SPRINGS

DANIEL J. CURTIS
Mayor

THUS DONE AND SIGNED on this _____ day of _____, 2021, in the presence of the undersigned witnesses.

WITNESSES:

**ST. TAMMANY PARISH
SHERIFF'S OFFICE**

RANDY SMITH
Sheriff



INSTRUMENT 2022-001

AN ORDINANCE TO DECLARE MULTIPLE PIECES OF EQUIPMENT NO LONGER NEEDED FOR PUBLIC USE, AND TO AUTHORIZE THE TOWN TO PROCEED WITH THE PROCESS FOR THE ADVERTISING AND THE SALE OF SUCH PROPERTIES.

WHEREAS, the Town of Springs owns multiple properties, described in the attachment, "Exhibit A" annexed hereto; and

WHEREAS the Town of Abita Springs seeks to initiate a sale of the equipment listed on "Exhibit A"; and

WHEREAS the date for the sale shall be set administratively, and the Town shall perform all requisite publications and notifications as provided for by law.

THEREFORE, BE IT ORDAINED, that the Board of Aldermen determines that the property listed on "Exhibit A" is no longer needed for public use and the Town is authorized to advertise the sale of said properties

BE IT FURTHER ORDAINED, that pursuant to all applicable provisions of law, the Office of the Mayor is directed and authorized to dispose of aforesaid property according to law.

BE IT FURTHER ORDAINED, that the Office of the Mayor is authorized to exercise its discretion in the advertising and selling of these properties, together with all agreements and transactions necessary to carry out the intent of this ordinance.

An Ordinance introduced by _____ and seconded by _____ Saussy on this ____ day of _____ 2022. This Ordinance was adopted on a motion of Alderman _____ seconded by Alderman _____ on this _____ day of _____ 2022.

The vote was:

- YEAS:
NAYS:
ABSENT:
ABSTAIN:

HONORABLE DANIEL J. CURTIS, MAYOR

ATTEST:

JANET DUFRENE, TOWN CLERK

EXHIBIT A

Item	Description	Model	Serial	Valuation
1	2006 John Deere Excavator	75 C	FF075CX013024	11500
2	2015 John Deere Excavator	75 G	1FF075GXTFJ015509	22000
3	2001 John Deere Backhoe Loader 5306 hrs.	310G	T0310GX900535	7500
4	1991 John Deere - Backhoe Loader	300D	T0300DA774557	4000
5	1955 McCormick Farmall	100	17215 J	2000
6	2006 Ford Truck	F150	1FTPX14V86NB666A1	500
7	2006 Ford Truck	F150	1FTRX12W76NB57782	500
8	2003 Ford Truck	F150	1FTRX18W73NB46128	500
9	18' Trailer	NA	Illegible	500