

Tangipahoa Parish Council
Tangipahoa Parish Gordon A Burgess Governmental Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
May 22, 2023

PUBLIC NOTICE Is Hereby Given That The Tangipahoa Parish Council Will Meet In Regular Session on Monday, May 22, 2023 Immediately Following the Public Hearing at 5:30 PM at the Tangipahoa Parish Gordon A Burgess Governmental Building, 206 East Mulberry Street, Amite, Louisiana, contact number (985)748-3211 on the following:

PUBLIC HEARING

- T.P. Ordinance No. 23-27- An Ordinance to adopt the Millage Rates for the tax year of 2023
- T.P. Ordinance No. 23-28- An Ordinance to authorize the Parish President on behalf of the Tangipahoa Parish Council-President Government to execute the renewal contract beginning January 1, 2024 with Acadian Ambulance, Inc.
- T.P. Ordinance No. 23-29- An Ordinance to authorize the Parish President on behalf of the Tangipahoa Parish Council-President Government to execute the renewal contract with Channel 17, Inc
- T.P. Ordinance No. 23-30- An Ordinance amending and enacting Chapter 36-Planning and Development, Article V- Standards for Development of Property, Sec 36-115-Special Use Residential Commercial Developments, (B)- Manufactured and Mobile Home Park Requirements - Maximum Units
- T.P. Ordinance No. 23-31- An Ordinance authorizing the Parish President or his authorized designee to execute any and all documents in regard to the purchase of land together with improvements situated in Sections 3 and 10, Township 5 South, Range 7 East, Municipal No. 129 Calhoun Street, Independence, LA - District 4
- T.P. Ordinance No. 23-32- An Ordinance to grant a variance to Section 36-91-Major Subdivision Standards, (D), (3)-Lot Sizes and Dimensions for Cornerstone Subdivision Phases 3 & 4, in District 8
- T.P. Ordinance No. 23-33- An Ordinance to grant a variance to Section 36-112-Special Classification Property Development Standards, (A)-Mobile/Manufactured Homes Placement Standards for Placement on a Single Lot for Channing Garrett, Assessment #1878107 in District 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 for the regular meeting dated May 8, 2023

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

PARISH PRESIDENT'S REPORT

1. FINANCIAL REPORT
- [2.](#) APPROVAL OF BIDS - Lake Pontchartrain Shoreline Protection
- [3.](#) APPROVAL OF BIDS - Gas Collection and Control System Installation at Landfill
- [4.](#) APPROVAL OF CHANGE ORDER # 2 - Landfill Cell 15 Construction
- [5.](#) APPROVAL OF CHANGE ORDER #3 - East Minnesota Park Road - Pedestrian Improvements
- [6.](#) APPROVAL OF SUBSTANTIAL COMPLETION - Phase 22 (FY 2021) Overlay Program
- [7.](#) APPROVAL TO ACCEPT into the Parish Maintenance System - Fairhope Phase I in District 9 (Fairhope Drive from La 22 to Phase II, Fly Creek Road from Fairhope Drive to Fairhope Drive, White Sand Lane from Fairhope Drive to Phase II, Winston Street from Fairhope Drive to Phase II)

REGULAR BUSINESS

8. PRESENTATION Tangipahoa Parish School System Summer Activities for Families

ADOPTION OF ORDINANCES

- [9.](#) ADOPTION of T.P. Ordinance No. 23-27 - An Ordinance to adopt the Millage Rates for the tax year of 2023
- [10.](#) ADOPTION of T.P. Ordinance No. 23-28 - An Ordinance to authorize the Parish President on behalf of the Tangipahoa Parish Council-President Government to execute the renewal contract beginning January 1, 2024 with Acadian Ambulance, Inc.
- [11.](#) ADOPTION of T.P. Ordinance No. 23-29 - An Ordinance to authorize the Parish President on behalf of the Tangipahoa Parish Council-President Government to execute the renewal contract with Channel 17, Inc
- [12.](#) ADOPTION of T.P. Ordinance No. 23-30 - An Ordinance amending and enacting Chapter 36-Planning and Development, Article V-Standards for Development of Property, Sec 36-115-Special Use Residential Commercial Developments, (B)-Manufactured and Mobile Home Park Requirements - Maximum Units
- [13.](#) ADOPTION of T.P. Ordinance No. 23-31 - An Ordinance authorizing the Parish President or his authorized designee to execute any and all documents in regard to the purchase of land together with improvements situated in Sections 3 and 10, Township 5 South, Range 7 East, Municipal No. 129 Calhoun Street, Independence, LA - District 4
- [14.](#) ADOPTION of T.P. Ordinance No. 23-32 - An Ordinance to grant a variance to Section 36-91-Major Subdivision Standards, (D), (3)-Lot Sizes and Dimensions for Cornerstone Subdivision Phases 3 & 4, in District 8
- [15.](#) ADOPTION of T.P. Ordinance No. 23-33 - An Ordinance to grant a variance to Section 36-112-Special Classification Property Development Standards, (A)-Mobile/Manufactured Homes Placement Standards for Placement on a Single Lot for Channing Garrett, Assessment #1878107 in District 7

INTRODUCTION OF ORDINANCES

Public Hearing for Proposed Introduced Ordinances: June 12, 2023 @ 5:30pm

- [16.](#) INTRODUCTION of T.P. Ordinance No. 23-34 - An Ordinance amending and enacting Chapter 38-Solid Waste, Article II-Collection and Disposal, Division 2-Permits, Sec. 38-84-Disposal Restrictions for Industrial Solid Waste at the Parish Regional Landfill
- [17.](#) INTRODUCTION of T.P. Ordinance No. 23-35 - An Ordinance to abandon the dedication of Zeke Magliolo Road in District 3

ADOPTION OF RESOLUTIONS

- [18.](#) ADOPTION of T.P. Resolution No. R23-19 - A Resolution of the Tangipahoa Parish Council-President Government to approve the Design Exception and Design Waivers for State Project No. H.014262-F.A.P. No. H.014262 Randall Road over Yellow Water River Federal aid off-system Highway Bridge Program
- [19.](#) ADOPTION of T.P. Resolution No. R23-20 - A Resolution of the Tangipahoa Parish Council-President Government to approve the Design Exception and Design Waivers for State Project No. H.014263-F.A.P. No. H.014263 N. Hoover Road over Unnamed Creek Federal aid off-system Highway Bridge Program

BEER, WINE, AND LIQUOR PERMITS

LEGAL MATTERS

COUNCILMEN'S PRIVILEGES

ADJOURN

Jill DeSouge
Clerk of Council

Daily Star
Please Publish May 18, 2023

Published on Tangipahoa Parish Government website at www.tangipahoa.org and posted @ T.P. Gordon A. Burgess Governmental Building May 18, 2023

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



Franklin
Engineers & Consultants, LLC.

Franklin Engineers & Consultants, LLC.
2734 Sunrise Blvd, Suite 308
Pearland, TX 77584
Phone: (281) 205-8410

May 22, 2023

Ms. Donna Domiano, Purchasing Agent
Tangipahoa Parish Government – Courthouse Annex
206 E. Mulberry Street
Amite, LA 70422

**RE: Tangipahoa Parish Regional Solid Waste Facility
2023 LFG Collection and Control System Installation Award Recommendation
Letter**

Dear Ms. Domiano:

Based on our review of the proposal prepared by **American Environmental Group, LTD. a Tetrattech Company (Tetrattech)**, we believe that it satisfies the design requirements included in the 2023 Landfill Gas Collection and Control System (GCCS) Installation RFP. For this reason, we recommend that Tetrattech be awarded the 2023 GCCS Installation project.

Should you have any questions regarding this recommendation, please feel free to call me at (281) 205-8415.

Sincerely,

Franklin Engineers & Consultants, LLC.

Juene Franklin, P.E.
President

**LANDFILL GAS COLLECTION AND CONTROL SYSTEM INSTALLATION
MAY 16, 2023**

NAME OF BIDDER	ACKNOWLEDGE ADDENDA 1,2,3,4	BID BOND	BASE BID
TETRA TECH	YES	YES	1,499,384.00

Owner	Date
JUSTIFICATION FOR CHANGE	Engineer's Project No. TAN-062
	Contract Cell 15 Construction
	Change Order No. 2
<p>1. Necessity for change: Change Order No. 2 reconciles the Bid Quantity and actual installed quantity of earthwork.</p>	
<p>2. Is proposed change an alternate bid? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Will proposed change alter the physical size of the project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>4. Effect of this change on other prime contractors: None</p>	
<p>5. Has consent of surety been obtained? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not necessary</p>	
<p>6. Will this change affect expiration or extent of insurance coverage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>7. Effect on operation and maintenance cost? None</p>	
Owner	Date



Kort's Construction Services, Inc.
2182 Menton Drive
Covington, LA 70433

DATE: 3/1/2022
KCS JOB NO.: 22-2010
JOB NAME: E. Minnesota Park Rd

COST SUMMARY SHEET

Brick Drop Inlet

KCS REC #
22-2010-002

Description of Items	Quantity	U/M	Material Unit Price	Material Totals	Labor Unit Cost	Labor Totals	Equipment Unit Cost	Equipment Totals	Sub/Other Unit Cost	Sub/Other Totals	Extended Cost
MATERIAL:											
Bricks	300	EA	\$ 1.00	\$ 300.00							\$ 300.00
Mortar	10	BA/GS	\$ 6.59	\$ 65.90							\$ 65.90
V-5724 F&G	1	EA	\$ 210.00	\$ 210.00							\$ 210.00
Concrete and Steel	1	LS	\$ 300.00	\$ 300.00							\$ 300.00
Blade/Rt allowance	1	LS	\$ 75.00	\$ 75.00							\$ 75.00
LABOR:											
Foreman	10	MH			\$ 45.00	\$ 450.00					\$ 450.00
HE Operator	10	MH			\$ 29.00	\$ 290.00					\$ 290.00
LABORER 1	20	MH			\$ 21.00	\$ 420.00					\$ 420.00
LABORER 2	20	MH			\$ 21.00	\$ 420.00					\$ 420.00
EQUIPMENT:											
Mini Excavator	10	HR					\$ 34.55	\$ 345.50			\$ 345.50
Wheel Truck	1	EA					\$ 50.00	\$ 50.00			\$ 50.00
SUBTOTAL:											
				\$ 950.90		\$ 1,970.00		\$ 395.50			\$ 2,916.40

NOTES

- Top of Structure: 32.19'
- Invert of Structure: 29.25'
- Sidewalk EL: 32.36'
- Roadway EL: 32.45'
- New 12" pipe invert at Structure: 30.74'
- New 12" pipe invert at ROW: 30.90'

Base Materials	\$ 650.90
Sales Tax 10.00%	\$ 95.09
Subtotal	\$ 1,045.99
O/H 16%	\$ 166.80
Total Material Cost	\$ 1,202.83
Base Labor	\$ 1,570.00
Labor Burden 44%	\$ 690.80
Subtotal	\$ 2,260.80
O/H 16%	\$ 359.12
Total Labor Cost	\$ 2,599.92
Equipment	\$ 395.50
O/H 15%	\$ 58.33
Total Equipment Cost	\$ 454.83
Subcontractor/Other	\$ -
O/H 10%	\$ -
Total Subcontractor/Other Cost	\$ -
Total All Costs	\$ 4,257.63
Total Additional Contract Cost	\$ 51.85
Total Additional Contract Time	\$ 4,321.58



Brick & Block Products, LLC

Jefferson 504-734-0234 Fax -734-0454
 Mandeville 985-892-7567 Fax -892-7577
 P.O. Box 8707

Invoice

Date	Invoice #
11/29/2022	202013

Mandeville, LA. 70470

Bill To
Kort's Construction Services, Inc. 2182 Manton Dr. Covington, LA. 70433

Ship To
David Dr. Metairie, LA call in: Hunter Linn

S.O. No.	P.O. No.	Terms	Rep
DTR	5980	Net 30	JC

Item	Description	Qty	Rate	U/M	Amount
BackUpClosure Pak Mix TypeS ...	Back Up Closure (335 per cube) PakMix Type S Mortar Mix 80 Jefferson Parish Sales Tax Group	0.335 10	1,000.00 8.50 9.20%	M SK	335.00T 85.00T 38.64
Reference # <u>202013</u> P.O.#/Subcontract # <u>5980</u> Cost Code # <u>20-1008.00.999999</u> Total <u>458.64</u> <u>11-29-22</u>					

Thank you for your business. All Sales Final.

Subtotal	\$420.00
Total	\$458.64
Payments/Credits	\$0.00

Balance Due	\$458.64
--------------------	----------

**GABRIEL BUILDING SUPPLY
PONCHATOU LA**
510 West Pine Street
Ponchatoula, LA 70454
PHONE: (985) 386-3525

96497

Receipt REQUIRED for Return or Exchange
Returns Subject to 20% Service Charge.

SOLD TO: KORTS CONSTRUCTION SERVICES

2182 MANTON DR
COVINGTON
(985) 898-0832

LA 70433

SHIP TO:

CUSTOMER NO: 1330

TERMS: NET 10TH

JOB NO: 000

DUE DATE: 4/10/23

DATE / TIME 3/1/23 1:19

CLERK / TERM: TMM

SALESPERSON:

TAX CODE P CITY OF PONCHATOU LA

552

INVOICE: 69218 / 1

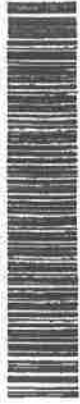
QUANTITY	UM	ITEM	DESCRIPTION	UNITS	LOCATION	PRICE	/PER	EXTENSION
20	EA	80ECMM	80# RM MORTAR MIX	20	WH21W	6.59	EA	131.80
						TAXABLE		131.80
						NON-TAXABLE		0.00
						SUB-TOTAL		131.80
						TAX AMOUNT		13.11
						TOTAL AMOUNT		144.91

** AMOUNT CHARGED TO STORE ACCOUNT **

Miguel Mejia

Received By

(MIGUEL MEJIA)



NOTICE OF FINAL ACCEPTANCE

**BARRIERE CONSTRUCTION CO., L.L.C.
TANGIPAHOA PARISH**

Notice is hereby given to all concerned that the original contract in the amount of **(7,297,992.81)** dated April 22, 2022 between the Tangipahoa Parish Government (Owner) and Barriere Construction Co., L.L.C., (Contractor), has been substantially completed on this 22nd day of May, 2023 Recorded with the Tangipahoa Clerk of Court on April 25, 2022 File Number 1099102 Book 3171 and Page 434.

However, the 5% retainage will be withheld until the forty-five (45) day lien period has been satisfied. This lien period is to begin with the 22nd day of May, 2023 acceptance date.

APPROVED BY:



**DONNA DOMIANO
PURCHASING AGENT**

**PLEASE PUBLISH
DAILY STAR MAY 9, 2023**



POST OFFICE Box 215
AMITE, LOUISIANA 70422

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

ROBBY MILLER
PARISH PRESIDENT

4-1-2023

To: Parish Council-District 9
From: Misty Evans, Parish Engineer
Subject: Fairhope Phase I -Acceptance into Parish System

The streets in the above subdivision have been inspected for compliance to parish standards and inclusion into the parish maintenance system. This inspection found these streets to be in acceptable condition. It is hereby recommended that the streets within Fairhope Phase I be taken into the parish road system.

Name	From	To	Length	ROW	Base	Surface	Total
Fairhope Drive	La 22	Phase II	2483'	\$26,816.00	\$40,225.00	\$44,694.00	\$111,735.00
Fly Creek Road	Fairhope Drive	Fairhope Drive	2082'	\$22,486.00	\$33,728.00	\$37,476.00	\$93,690.00
White Sand Lane	Fairhope Drive	Phase II	97'	\$1,048.00	\$1,571.00	\$1,746.00	\$4,365.00
Winston Street	Fairhope Drive	Phase II	124'	\$1,339.00	\$2,009.00	\$2,232.00	\$5,580.00
						Total	\$215,370.00

Misty Evans, PE

Parish Engineer
Tangipahoa Parish

COUNCIL

TRENT FORREST
DISTRICT 1
EMILE "JOEY" MAYEAUX
DISTRICT 6

JOHN INGRAFFIA
DISTRICT 2
LIONEL WELLS
DISTRICT 7

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

CARLO S. BRUNO
DISTRICT 4
BRIGETTE HYDE
DISTRICT 9

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

T. P. ORDINANCE NO. 23-27

AN ORDINANCE TO ADOPT THE MILLAGE RATES FOR THE TAX YEAR OF 2023

BE IT ORDAINED by the Tangipahoa Parish Council, the governing authority of Tangipahoa Parish, State of Louisiana, in regular session convened and conducted in accordance with the open meetings law, a quorum being present, that the following millage(s) are hereby levied on all taxable property shown on the official assessment roll for the year 2023, and, when collected the revenues from said taxes shall be used only for the specific purposes for which said taxes have been levied; said millage rates are as follows:

	2023
	<u>Millage</u>
Town of Kentwood	1.52
Town of Amite City	1.52
Town of Independence.....	1.52
Town of Ponchatoula	1.52
City of Hammond	1.52
General Parish-Wide Alimony Tax	3.05
(Excepting above Inc. Towns/Cities)	
Library Maintenance Tax #1.....	3.00
Library Maintenance Tax #2.....	2.81
Health Unit Maintenance Tax.....	4.00
Garbage District No. 1 Maintenance	10.00
Road Lighting District No. 1	2.00
Road Lighting District No. 2	6.00
Road Lighting District No. 4	5.00
Road Lighting District No. 5	6.50
Road Lighting District No. 6	6.50
Road Lighting District No. 7	5.00
T.P. Fire District No. 2.....	10.00
T.P. Fire District No. 2.....	10.00

Sinking Funds:

Road District No. 101 (Kentwood).....	2.00
Road District No. 101 Sub 1 (Kentwood).....	2.00

BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Tangipahoa, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2023, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon passage by the Tangipahoa Parish Council and signature of the Parish President.

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

On a motion by __ and seconded by __, the foregoing ordinance was hereby declared adopted this day 22nd of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller

_____ Date

VETOED BY PRESIDENT: _____

Robby Miller

_____ Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

T.P. Ordinance No. 23-28

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT ON BEHALF OF THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT TO EXECUTE THE RENEWAL CONTRACT BEGINNING JANUARY 1, 2024 WITH ACADIAN AMBULANCE, INC

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana that the Tangipahoa Parish President is hereby authorized on behalf of the Tangipahoa Parish Council-President Government to execute attached Renewal Contract beginning January 1, 2024 and remain in full force and effective for a period of four (4) years with Acadian Ambulance, Inc.

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

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

**CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES
FOR THE
PARISH of TANGIPAHOA
and INCLUDING
ANY MUNICIPALITY CHOOSING TO PARTICIPATE
VIA INTERGOVERNMENTAL AGREEMENT**

I. RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC ("Provider" or "Acadian"), and the PARISH OF TANGIPAHOA (Parish), on its behalf and on behalf of any municipality that wishes to participate through an intergovernmental agreement (collectively, the "Service Areas") herein duly represented by its duly authorized Parish President, on this ____ day of _____, 2023, for the exclusive provision of emergency and non-emergency ambulance service.

II. DEFINITIONS

- a. Ambulance:
"Ambulance" means any authorized emergency vehicle, equipped with warning devices, designed and operated as a part of a regular course of conduct or business to transport a sick or injured individual or which is advertised or otherwise held out to the public as such. "Ambulance" shall not mean a hearse or other funeral home vehicle utilized for the transportation of the dead. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit.
- b. Sprint Unit:
"Sprint Unit" means any emergency vehicle with fully visual and audible warning signals operated by a certified ambulance service, the primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or support, or command, control, and communications, but which is not an ambulance designed or intended for the transport of a patient regardless of its designation.
- c. Person:
"Person" includes any person, firm, partnership, association, company or organization of any kind.
- d. Owner-Operator
"Owner" or "Operator" means any person who owns, controls, or operates an ambulance for purposes of providing both emergency and non-emergency medical care and transportation.
- e. Driver
"Driver" means any person who physically drives an ambulance.
- f. Certified Emergency Medical Technician-Basic:

"Certified Emergency Medical Technician-Basic" means an individual who has successfully completed an emergency medical technician- basic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau."

- g. Certified Advanced Emergency Medical Technician
"Certified Advanced Emergency Medical Technician" means any individual who has successfully completed an advanced emergency medical technician training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- h. Certified Emergency Medical Technician-Paramedic:
"Certified Emergency Medical Technician-Paramedic" means any individual who has successfully completed an emergency medical technician- paramedic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- i. Certified Emergency Medical Responder:
"Certified Emergency Medical Responder" means any individual who have completed a state approved course and received a certification of same.
- j. Caregiver
"Caregiver" shall mean, individually and collectively, an Emergency Medical Technician-Basic, Emergency Medical Technician-Intermediate, or Emergency Medical Technician-Paramedic.
- k. Advanced Life Support (ALS) Ambulance:
"Advanced Life Support Ambulance" means any publicly or privately owned vehicle equipped or used for transporting the wounded, injured, sick or dead by stretcher including emergency vehicles used for that purpose, but not including funeral coaches used exclusively as such. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit. The vehicle must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Bureau of Emergency Medical Services protocols.
- l. Basic Life Support (BLS) Ambulance:
"Basic Life Support Ambulance" means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. BLS units provide basic lifesaving and life sustaining interventions while transporting a patient to a hospital or other medical facilities including the transportation of patients that are unable to travel safely by other modes of transportation due to underlying conditions. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basic.
- m. Emergency Patient:
"Emergency Patient" shall mean an individual who is ill, injured, or otherwise incapacitated and is at risk of needing medical care during transportation by stretcher to or from a health care facility.

- n. Non-Emergency:
"Non Emergency" means all medical care and transportation that is not emergency in nature as defined above.
- o. Urban Zone:
"Urban Zone" shall mean the (5) mile radius from Duncan Avenue and Oak Street in Amite and I12 and SW Railroad in Hammond (combined result of both).
- p. Rural Zone:
"Rural Zone" shall mean any area subject to this contract that lies outside of the Urban Zone.
- q. Service Area
"Service Area" shall mean Tangipahoa Parish.
- r. Catastrophic Event:
"Catastrophic Event" means any sudden, extensive, or notable event or happening, misfortune or multiple or mass casualty incident resulting in: 1) 5 or more patients at any given location; or 2) 911 system overload due to unexpected or excessive emergency calls within any given time.
- s. Mutual Aid Jurisdiction:
"Mutual Aid Jurisdiction" means any service area in which Acadian is a provider or any jurisdiction in which Acadian has agreed through EMAC or contract to provide such mutual aid assistance during a declared disaster.
- t. "Bureau":
"Bureau" means the Louisiana Department of Health / Bureau of Emergency Medical Services

III. TERM

The term of this Agreement shall begin on January 1, 2024 and remain in full force and effect for a period of four (4) years ("original term"). Upon expiration of the original term, this agreement shall be renewable for two (2) additional four (4) year terms provided that the Quality Assurance Panel finds that the Provider has met the requirements of the Tangipahoa Parish Council. Such renewal shall be subject to acceptance by Acadian before becoming effective and binding upon the parties.

IV. OBLIGATIONS OF PROVIDER

- a. **Ground Ambulance Service**
Provider shall provide exclusive emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this agreement for all emergency and non-emergency transports which originate within the geographical boundaries of the Service Area.
- b. **Rotor Wing**
In addition to ground ambulances, Acadian is to be the exclusive primary provider of rotor wing air ambulance transports which originate within the geographic boundaries of the Service Area dispatched through the 911 system or by any employee or

volunteer first responder of the Parish or any of the Service Areas, and including any person working for or in a facility receiving local funding to subsidize such facility's operations and /or revenue, and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support then Acadian shall call for a back up provider.

Residents of the Service Areas shall have access to (assuming the appropriate need and subject to availability) Provider's Medical fixed wing air ambulance aircraft.

Provider agrees that for the duration of this Agreement it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within 50 miles of the Parish line and available 24 hours per day. Provider further agrees that is shall be obligated to maintain a backup Advanced Life Support helicopter on a full-time 24 hour basis within 90 air miles of the Tangipahoa Parish line. The helicopters shall be staffed at all times by a FAA licensed pilot and Nationally Registered Paramedic and /or Registered Nurse.

c. Insurance Required

Prior to commencing operations under this Agreement, Provider shall file with the Parish Council policies of general liability insurance, automobile liability insurance, workers compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana which shall contain the following conditions and stipulations.

- 1, The term of such insurance policies shall be for a period of not less than one(1) year. Proof of insurance must be provided on a yearly basis.
2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting from), FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each person, FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each accident and FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for property damage sustained in any accident, with the Service Area listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder.
3. The medical malpractice insurance policy (ies) shall provide limits of liability of each accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this ordinance.
4. The worker's compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount of any one claim in the amount of ONE MILLION and No/100 (\$1,000,000.00) DOLLARS. In the event that Provider is self insured, it shall provide evidence of self insurance along with proof of adequate excess insurance.

5. Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability to the extent arising from their operations within the geographical boundaries of the Service Area.

c. Inspections of Ambulances

Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspections stickers by the Louisiana Department of Motor Vehicles and each ambulance shall be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA. R.S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.

d. Emergency Medical Technicians

1. All ambulance transports originating in or from the geographical boundaries of the Service Area shall be provided with a unit qualified at an appropriate level of service for the request and whose crew shall be in compliance with State and Federal requirements.
2. No person shall provide services in any capacity on an emergency or non emergency response vehicle unless he is in compliance with State and Federal requirements. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.
3. Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meets the following qualifications:
 - a. The caregiver is a person of at least eighteen (18) years of age.
 - b. The caregiver is at minimum an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231 et seq.
 - c. All employees of Provider who shall operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:
 1. The driver is a person of at least eighteen (18) years of age; and
 2. The driver is in compliance with State and Federal requirements.

e. Standards for Ambulance Equipment

1. Provider warrants that each ambulance shall carry at all times when the ambulance is in use the minimum essential equipment as specified in Definitions Paragraph J) Advanced Life Support Ambulance or (k) Basic Life Support Ambulance.

f. Ambulance Performance Standards

1. Provider warrants that is shall not unreasonably refuse to respond to a request for emergency service within the geographic boundaries of the Service Area.
2. Provider warrants that it shall not refuse to respond to a request for emergency service on the grounds of the patient's inability to pay for such services.
3. Provider warrants that is shall conform to all nationally accepted protocols with respect to ground ambulance response times within the two above defined zones.

g. Review of Rates and Financial Information

1. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall also be allowed to increase charges for ancillaries at the then current market rate. Upon request, Provider shall submit a schedule of updated rates to the Parish for review. To the extent the Parish, upon review, believes the rates are inconsistent with the authority of Provider contained herein the Parish shall have 15 days to object and provide the reason for it objection. If written objection is not presented within 15 days along with evidence that the Provider has exceeded its authority contained herein, the rates will be deemed set and approved and become effective on the 16th day. During each year of this Agreement, Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates for that year, except as allowed for herein or as approved by the Parish. A statement of said fees for the initial year of this Agreement is attached hereto. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. In addition to the foregoing, Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added without the need for approval by the Parish. Additionally, Provider shall be allowed to institute a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The Parish Council acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure.
2. Upon request, Provider shall permit the Parish or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable notice and which shall only be revealed and discussed in executive or confidential session. In addition, the Parish and its members agree to execute any documents and abide by any

federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.

3. Upon request, Provider shall present to the Parish, in executive or confidential session, an annual audit of owner/operator's financial statements and activities. A copy of every such annual audit shall be provided to the Parish. Provider shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by Provider, be reviewed and discussed in Executive or Confidential Session of the Parish and that such materials not be disclosed or distributed outside of same. The parties agree that the Tangipahoa Parish Council has the right to demand an independent audit of the response time of Provider's performance under this Agreement. Such audit shall be performed at a mutually agreeable time by both parties but not later than thirty (30) days after receipt by the Council of Response Time information for a particular period and shall be for the account of the Tangipahoa Parish Council except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the council by Provider, then, in such instance, Provider shall bear all costs associated with the independent audit which produced such differing results.

h. Response Reliability Standards: Zones coverage

Provider acknowledges that a quarterly goal of the average response time shall be as follows:

Urban Zone – 10 minutes, 59 seconds

Rural Zone - 17 minutes, 59 seconds

Throughout the term of this contract except as set forth below, Provider acknowledges that it shall be Provider's responsibility to meet said responses times regardless of the number of ambulances required to meet said standards. Additionally, Provider acknowledges that at all times it will operate said service aiming always to provide better and increased service and decreased responses times.

i. Response Time

Response times on emergencies will be calculated from the time of receipt by Provider's Dispatch Center of "essential information" until the arrival at the scene of the incident by an ambulance or Sprint Unit. Provider agrees to provide the Parish quarterly reports of response times by zone. Upon request from the QAP chairman or parish council chairman, Provider will supply an itemized summary of each call and shall include all available information regarding the time, arrival times, etc. of each call, included on quarterly response time reports shall be all calls excluded from the response time calculation. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the Parish Council Clerk within fifteen (15) days of the end of the quarter.

j. Essential Information

The “essential information” shall include location, any requested directions to location, callback number, and chief complaint or nature to the problem or if the initial location information is obtained from a 911-data base, confirmation that the patients’ location is the same as that of the caller or confirmation of the patient’s actual location. Each party to this agreement as well as the Parish Council may monitor response times.

k. Excluded Responses

Provider shall have the responsibility to document the nature of the circumstances surrounding said excluded response and the runs affected. It shall be the Provider’s responsibility to prove said response should be excluded or same shall be included. Excluded responses from response time obligations are as follows:

1. Faulty address-match data from the 911 computers or incorrect or insufficient information from the caller.
2. Responses which occur during periods of abnormally severe weather conditions that could reasonably be expected to substantially impair response time performance or render the response unsafe.
3. Unusual Road conditions and blocked railroad and bridge crossings which could reasonably be expected to impair response times and ability to respond.
4. Prank Calls
5. Excess runs which occur during periods of unusual system overload. Unusual system overload is defined as a period of time during which more than 3 emergencies within a one-hour period of time within the North or South portions of the Parish, with a demarcation line between north and south being LA Hwy 40 from the west parish line to the east parish line; or more than 5 emergencies occurring within a one-hour period in the entire parish.
6. Responses during a declared disaster, locally, or in a mutual aid jurisdiction that has requested assistance from Provider.
7. Any response after the first response in cases of multiple-response incidents (i.e., where more than one ambulance is sent to the same incident).
8. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel.
9. Extended emergency “wall time” at a hospital’s emergency department pending transfer of patient care to hospital staff of a delivered emergency care patient
Provider agrees that it shall at all times have a responsibility to respond as soon as safely and feasibly possible. It is agreed that any such exceptions and/or exclusions from response and response times will extend the required response times by only the amount of time by which the otherwise applicable response and response time is interfered with or inhibited by the exception.
In addition, Provider agrees that in the event the average total number of emergency transports subject to the terms of this Agreement, within a Twenty- Four hour period, when averaged over any consecutive Six month period, exceeds the average total number of such transports during the Six month period immediately preceding the Effective Date of this Agreement by an amount which would indicate a potential need for additional equipment and/or personnel, then Provider shall, at the written request of the Parish, investigate the economic and physical feasibility of an increase in equipment and/or personnel to the area(s) serviced by this Agreement and upon completion of such review, Provider may increase equipment and/or personnel in accordance with such findings.
10. Responses to calls at the request of Police or Fire services for the sole purpose of

obtaining a refusal of treatment/transport document.

Provider agrees that it shall at all times have a responsibility to respond as soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

I. Response Time Penalty

If Provider fails to meet “the standards” set forth below on emergency calls in each of the areas described in this section Provider may be assessed penalties as follows:

- a. Urban Zone: \$500 for each 60 seconds over the minimum 10:59 minute avg response time within the quarter
- b. Rural Zone: \$500 for each 60 seconds over the minimum 17:59 minute avg response time within the quarter

The response time will be measured for calculations and assessment of penalties on a quarterly basis. Should Provider fail to meet response times quarterly within any area as defined in this Section, prior to any penalty being assessed, Provider shall be afforded opportunity to be heard before the Parish to show good cause as to why said penalties should not be imposed. If, in the discretion of the Parish, Provider demonstrates good cause, it shall be in the Parish’s discretion to waive the penalties. It is the intent of both parties that it shall be sole in the discretion of the Parish as to whether any penalty is waived and any waiver of penalties by the Parish shall not constitute a waiver of any other rights that may be granted it per this contract nor shall it waive the Service Area’s rights to terminate this contract for successive failures to meet response times by Provider.

It is the intent of all parties hereto that for penalty purposes the response times must be met as stated above on a quarterly basis. It is the intent of the parties that should Provider repeatedly fail to adhere to the response time standards stated, it shall constitute grounds for termination of the contract.

m. Corporate Citizenship

Provider agrees, when available, to provide ground ambulance stand-by at no charge for high school/college football games within the geographical boundaries of the Service Area. Upon request and acceptance, Provider agrees to provide such other stand-by service as is requested by the Service Area for similar events at a reduced charge. Provider also agrees to offer two (2) consolidated Emergency Medical Responders “EMR” refresher classes to the Service Area Firefighters in order to assist Provider with care in Emergency situations.

n. Maintenance of Vehicles

All ambulances shall at all times be adequately maintained, serviced, and mechanically sound. Provider shall maintain maintenance records that may be inspected by the Parish as requested. A local full-time maintenance facility shall be maintained for servicing inspection and/or repair work.

o. Vehicle Locating System

Each ambulance within the geographic boundaries of the Service Area shall be equipped with Global Positioning Satellite (GPS) or equivalent technology and Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system.

V. OBLIGATIONS OF THE PARISH

a. Quality Assurance Panel

The Parish will create a Quality Assurance Panel (the "Panel"), consisting of seven (7) members, responsible for reviewing issues related to the quality of the medical services and response times supplied under this Agreement. The specified membership of the Panel shall consist of (2) Tangipahoa Parish Council Members, (1) Appointee by the Tangipahoa Parish Council, (2) Members of the Tangipahoa Parish Fire Chief's Association, and (1) the Director of Tangipahoa Parish Communications District (911) or his/her appointee and (1) Tangipahoa Parish Fire Administrator. No person on the panel shall be affiliated with Provider or any other medical transport service provider. All appointments to the panel shall be made by the Tangipahoa Parish Council in compliance with the Louisiana Ethics Code established in the Louisiana Revised Statutes.

b. The Quality Assurance Panel will review reports by the public of the Provider's failure to respond timely to emergency calls, and to comply with clinical protocols and operational procedures related to customer and public contact. After investigation and review, if Provider fails to meet certain standards as set forth herein, the Panel may recommend to the Council the imposition of penalties as set forth in section IV (l) of this Agreement.

VI. OBLIGATIONS OF THE SERVICE AREA

The Service Area shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation originating within the geographical boundaries of the Service Area.

The Service Area shall obey the terms of this agreement and the enabling ordinances establishing this contract; take reasonable steps (including referral to the District Attorney's office for criminal prosecution of any violators of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) originating within the geographical boundaries of the Service Area during the term of this contract. The Service Area agrees that it shall cooperate fully with the District Attorney, the Sheriff or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation shall be a violation of this agreement, which will cause financial harm to Provider.

If any or all of the Service Areas fail to cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of the Service Area through request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, and unauthorized operation continues for a period exceeding fourteen days within a thirty day period, Provider's obligations of providing a Performance bond, if any and Provider's obligations under Response Times shall be extinguished for the remainder of the term of this Agreement or any renewal thereof and Provider will have the option to terminate this Agreement, effective within three (3) days of

giving of notice of same. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Area under law and /or equity

VII. TERMINATION

A. Termination by the Service Area

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- i. Failure by Provider to observe and perform in any material way any covenant, warranty, term or provision of this Agreement, including those described herein as grounds for termination, which failure shall continue for a period of sixty (60) days after notice thereof is given to Provider by the Service Area specifying such failure and requesting that it be remedied;
- ii. Provider shall cease doing business as a going concern;
- iii. Provider's financial reports to the Parish Council demonstrate financial instability or insolvency.
- iv. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due or;

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days undismitted or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

B. Termination by Provider

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- a). Failure of the Service Area to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder;

- b). Failure by the Service Area, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.
- c). The allowance of any additional ambulance service by the Service Area during the initial term of this Agreement or any renewal of this Agreement or the **ISSUANCE OF ANY PERMIT IN THE SERVICE AREA TO AN** additional ambulance service during the initial term or any subsequent renewal of this agreement.

Provider and Service Area acknowledge and accept the terms and obligations agreed upon in this contract and shall comply with all provisions herein and with all parish, city, state and federal laws. Failure to comply with the terms of this agreement shall render this contract voidable at the discretion of the non-violating Party, provided that the Provider is given ninety (90) days advance notice and sixty (60) days to remedy any default. Provider and Service Area mutually agree that this contract shall only be voidable without cause by either party with 180 days notice. Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Chief Financial Officer

PARISH:
Tangipahoa Parish Government
P O Box 215
Amite, LA 70422
ATTN: Parish President

VIII. Indemnity

1. Provider's Indemnity of Service Area

Provider will indemnify, hold harmless and exempt the Service Area and its and their representatives, officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent arising out of or incident to any work done by the Provider in the performance of this Agreement or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees in the performance of this Agreement(including such individual acting contrary to this Agreement).

IX. AUTHORITY TO ENTER INTO THIS AGREEMENT

1. Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that its Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.

2. Authority of the Service Area

The Parish represents that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the Parish President is authorized to execute this Agreement on behalf of the Tangipahoa **Parish Council**.

X. Agreement, Modification, and Governing Law

1. Force Majeure

Provider’s performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God; acts of war, riot, accident, staff, pandemic, flood or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

2. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto, including, but not limited to, the request for proposals issued by the Parish, and Provider’s proposal for the exclusive provision of emergency and non-emergency ambulance medical service.

3. Modification

No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

5. Partial Enforceability

If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

TO BECOME EFFECTIVE THE 1st DAY OF January,2024.

ACADIAN AMBULANCE SERVICE, INC.

PARISH OF TANGIPAHOA

By: _____

By: _____

Name: _____

Name: _____

Title: Regional Vice President

Title: Parish President

Date: _____,20

Date: _____,20

Exhibit A – Pricing Catalog (to be provided by Acadian prior to execution of the Agreement.

T.P. Ordinance No. 23-29

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT ON BEHALF OF THE TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT TO EXECUTE THE RENEWAL CONTRACT WITH CHANNEL 17, INC

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana that the Tangipahoa Parish President is hereby authorized on behalf of the Tangipahoa Parish Council-President Government to execute attached Renewal Contract for a period of five (5) years ending on December 31, 2028, with Channel 17, Inc.

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

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

**AGREEMENT BETWEEN
THE PARISH OF TANGIPAHOA
AND
CHANNEL 17, INC.**

AGREEMENT

This Agreement is made this ___ day of _____, 2023, by and between the Parish of TANGIPAHOA, a municipal corporation ("Parish"), and CHANNEL 17, INC. a nonprofit Corporation ("CHANNEL 17"), who agree as follows:

RECITALS

1. The Parish desires to provide support for the use of cable Television Public, Educational, and Government ("PEG") access channels provided pursuant to federal law.
2. The Parish recognizes that AT&T and Charter Communications have chosen to Operate a cable television system in the Parish as per LRS 45:10-1 "Consumer Choice for Television Act."
3. The franchise agreement with AT&T and Charter Communications provides that certain channel capacity be provided for PEG access.
4. The Consumer Choice for Television Act provides that certain initial and ongoing payments shall be made by AT&T and Charter Communications for PEG access and capital equipment and facilities.
5. (CHANNEL 17), as the access management entity designated by the Parish, has indicated its interest in serving the community by providing PEG access programming and services.
6. The Parish recognizes that any current or future video provider operating under a franchise agreement or LRS 45:10-1 "Consumer Choice for Television Act" in Tangipahoa Parish shall abide by the same rules and regulations set forth in this agreement.
7. The Parish has determined that it will provide support for PEG access with a monthly payment of \$3,500.00 (three thousand five hundred and zero cents) beginning on March 1, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

As further described below, in exchange for the funding provided by the Parish to (CHANNEL 17), pursuant to this Agreement, (CHANNEL 17) shall provide the following services:

A. OPERATE PUBLIC ACCESS CABLE CHANNEL(S).

Operate the public access cable channel(s) for public/community access programming purposes in a manner which is consistent with the principles set forth in T.P. Ordinance No. 13-50 and the Consumers Choice for Television Act with the primary purpose being to administer, coordinate, and assist those requesting access on a non- discriminatory basis.

B. OPERATE THE EDUCATIONAL & GOVERNMENT ACCESS CHANNELS.

Operate the public, educational and government access channel(s) for community access programming purposes in a manner which is consistent with the principles set forth in T.P. Ordinance No. 13-50 and the Consumers Choice Television Act, with the primary purpose being to administer, coordinate and assist the Parish of Tangipahoa (pubic access) (government access) and educational institutions (educational access) requesting access on a non-discriminatory basis.

C. OPERATE A COMMUNITY ACCESS CENTER.

Manage a video production facility and equipment, available for public use at such hours and times as are determined by (CHANNEL 17). Access to equipment and facilities shall be open to all those who satisfactorily complete training classes provided by (CHANNEL 17) or who receive a certification from the (CHANNEL 17), identifying said user(s) as having satisfied training requirements through means other than (CHANNEL 17) training classes.

D. PROVIDE EQUAL ACCESS.

Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served non-discriminatory basis, pursuant to operating rules promulgated by (CHANNEL 17) and consistent with the principles set forth in T.P. Ordinance No. 13-50 and the Consumers Choice for Television Act.

E. OPERATING POLICIES AND PROCEDURES.

Channel 17 employees who operate the A/V equipment for meetings shall arrive no later than thirty (30) minutes prior to the start of the meeting to test all required A/V equipment and ensure said equipment is working properly.

F. COMPLIANCE WITH LAWS RULES, AND REGULATIONS.

Administer the PEG access channel(s) and facilities in compliance with applicable laws, rules, regulations, and in compliance with T.P. Ordinance No. 13-50, the Consumers Choice Television Act, and the franchise agreement between the Parish and any video provider operating in Tangipahoa Parish.

G. PLAYBACK/CABLECAST.

Provide for the playback/cablecasting of programs on the PEG access channel(s). Within twelve months of the completion and opening of the access center, (CHANNEL 17) shall cablecast an average of 100 hours of local original, replayed and outside programming per week.

Channel 17 shall implement live streaming of all Parish Council meetings. Additionally, Channel 17 shall air the Tangipahoa Parish logo as a bumper prior to commencement of meeting. Each meeting video shall be accurately and appropriately titled prior to being aired.

H. MAINTENANCE OF EQUIPMENT.

Provide regular maintenance and repair of all video and transmission equipment purchased or leased with monies received pursuant to this Agreement and/or donated, loaned, or leased to (CHANNEL 17) by the Parish.

I. PROMOTION.

Actively promote the use and benefit of the PEG access channel(s) and facilities to cable subscribers, the public, PEG access users, and any video provider operating in Tangipahoa Parish.

J. OTHER ACTIVITIES.

Undertake other PEG access programming activities and services as deemed appropriate by (CHANNEL 17) and consistent with the obligation to facilitate and promote access programming and provide non-discriminatory access.

SECTION 2. CHANNELS OPEN TO PUBLIC.

(CHANNEL 17) agrees to keep the PEG access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the

Parish, nor the Cable Company(s), nor (CHANNEL 17) shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent (CHANNEL 17), the Parish, or Cable Company from producing or sponsoring programming, prevent the Parish or the Cable Company from underwriting programming, or prevent the Parish, Cable Company, or (CHANNEL 17) from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of channels.

(CHANNEL 17) may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

SECTION 3. COPYRIGHT CLEARANCE.

Before cablecasting video transmissions (CHANNEL 17) shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by (CHANNEL 17). (CHANNEL 17) shall maintain for the applicable statute of limitations for Parish's inspection, upon reasonable notice by Parish and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 4. COPYRIGHT AND OWNERSHIP.

(CHANNEL 17) shall own the copyright of any programs, which it may choose from time to time to produce. Such person(s) who produces said programming shall hold copyright of programming produced by the public. The Parish shall own the copyright to all programs purchased by Channel 17 on behalf of the Parish.

SECTION 5. DISTRIBUTION RIGHTS.

A. (CHANNEL 17) shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.

B. At least at the beginning and end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this Agreement, (CHANNEL 17) shall display a credit stating, "Partial funding for the operation of this channel is provided by the Parish of Tangipahoa. Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

SECTION 6. EQUIPMENT AND FACILITIES.

A. (CHANNEL 17) shall be responsible for maintenance of all video and transmission equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement. Every three (3) years, the equipment being utilized for Tangipahoa Parish shall be reevaluated and upgraded at the discretion of Tangipahoa Parish.

B. (CHANNEL 17) shall own (or be the leaseholder of) all video and transmission equipment and facilities acquired by it and purchased with funds received pursuant to the Consumers Choice for Television Act, except that upon termination or non-renewal of this Agreement all such equipment or facilities purchased with funds received pursuant to this Agreement shall become the property of the Parish. To secure all of its obligations under this Agreement, (CHANNEL 17) hereby grants to Parish a security interest in all of the equipment and fixtures that are or were acquired with funds provided by the Parish. (CHANNEL 17) agrees to take all steps reasonably requested by Parish to perfect and enforce the Parish's security interest, including the execution and processing of financing statements and continuation statements under

Louisiana's Uniform Commercial Code. The Parish agrees to subordinate its interest if necessary to finance the purchase of equipment or property. The subordination shall only be with respect to the specific equipment or property that (CHANNEL 17) might wish to finance.

C. Upon the dissolution of the (CHANNEL 17), it shall, subject to the approval of the Parish, transfer all assets of (CHANNEL 17) representing Parish-funded equipment and facilities, and/or the proceeds of either to the Parish, or at the Parish's option, to such organization or organizations designated by the Parish to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

SECTION 7. INSURANCE.

With the exception of video and transmission equipment installed and maintained at the Parish Government Building, which will be insured by Parish, (CHANNEL 17) shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by (CHANNEL 17) and may be included in (CHANNEL 17)'s annual budget.

A. **COMPREHENSIVE LIABILITY INSURANCE.** Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage.

B. **EQUIPMENT INSURANCE.** Channel 17 shall maintain comprehensive liability insurance in the amount of \$1,000,000 per incident with an aggregate of \$2,000,000. Parish shall be shown as lien holder on all policies.

C. **PARISH AS CO-INSURED OR ADDITIONAL INSURED.** The Parish shall be named as an co-insured or additional insured on all aforementioned insurance coverages. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or (CHANNEL 17) without first giving the Parish thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the Parish, its officers, agents, employees, or volunteers shall be in excess of the (CHANNEL 17) insurance and shall not contribute to it.

D. **NOTIFICATION OF COVERAGE.** (CHANNEL 17) shall file with the Parish proof of insurance coverage as follows: (1) Comprehensive Liability; and (2) equipment insurance upon the acquisition of any one piece of equipment valued over \$25,000.

SECTION 8. INDEPENDENT CONTRACTOR.

It is understood and agreed that (CHANNEL 17) is an independent contractor and that no relationship of principal/agent or employer/employee exists between the Parish and (CHANNEL 17). If in the performance of this Agreement any third persons are employed by (CHANNEL 17), such persons shall be entirely and exclusively under the control, direction and supervision of (CHANNEL 17). All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by (CHANNEL 17) and the Parish shall have no right or authority over such persons or terms of employment.

SECTION 9. ASSIGNMENT AND SUBLETTING.

Neither this Agreement nor any interest herein shall be assigned or transferred by (CHANNEL 17), except as expressly authorized in writing by Parish.

SECTION 10. ANNUAL REPORTS.

Prior to March of each year, (CHANNEL 17) shall submit to Parish an annual report for the preceding fiscal year (January 1 - December 31). This report shall contain, at a minimum, the following information:

1. Statistics on programming and services provided;

2. Current and complete listing of Grantees' Board of Directors;
3. Year-end financial statements prepared by a certified public accountant.
4. Inventory, including location & condition of equipment purchased with funds provided pursuant to this agreement.

SECTION 11. RECORDS, FISCAL AUDIT.

A. (CHANNEL 17) shall maintain all necessary books and records, in accordance with generally accepted accounting principles.

B. Upon reasonable request from Parish, (CHANNEL 17) shall, at any time during normal business hours, make available all of its records, to include invoices, checkbook ledgers, P&L's and financial statements, with respect to all matters covered by this Agreement. Any inspection of such records shall take place at the office of Channel 17's CPA.

SECTION 12. FUNDING AND OTHER RESOURCES.

The Parish agrees to make the following funds and resources available to (CHANNEL 17):

A. (Cable Company) has dedicated certain channel capacity (spectrum on the cable system) for PEG access use. The Parish agrees to permit (CHANNEL 17) to manage that channel capacity for PEG access programming purposes.

B. Funding for PEG Video and Transmission Equipment.

1. In accordance with the franchise agreement and the Consumer Choice for Television Act, AT&T and Charter Communications shall provide funding to the Parish equivalent to one half of one per cent of total gross receipts from cable operations within the Parish.

2. The Parish agrees to provide to (CHANNEL 17) all funds approved by the Council each year after it's review of the "Annual Plan & Budget" as outlined in "Section 13" below. Said funds being as much as 100% of the funds the Parish receives from (Cable Company) for PEG video and transmission equipment. (CHANNEL 17) shall utilize such funds for capital expenses authorized in this Agreement. The transfer of these funds to (CHANNEL 17) shall be executed upon thirty (30) days written notice by (CHANNEL 17) to the Parish requesting the funds. Funds may not be claimed by (CHANNEL 17) until "Plan and Budget" approval and after such funds are received from (Cable Company) per the franchise agreement.

C. Funding for PEG Access Services.

The Parish, in exchange for additional and/or more extensive services from (Channel 17) may also provide (CHANNEL 17) additional funds from the franchise fees paid to the Parish by (Cable Company). However, the Parish is not under any obligation to do so. The Parish will make this determination each year as part of the approval process of the "Plan and Budget" outlined in "Section 13" below.

SECTION 13. ANNUAL PLAN AND BUDGET.

A. On or before August 15th of each year in which this Agreement is in effect, or within 90 of this agreement becoming effective, Channel 17 shall send a request in writing to Tangipahoa Parish requesting an estimate of the funds that will be available to (CHANNEL 17) for the upcoming fiscal year. As used herein, the fiscal year begins on January 1 and ends on December 31.

B. Within 45 days of receiving the estimate described in Section 13 (A) each year, (CHANNEL 17) shall provide to the Parish an Annual Plan and Budget outlining activities and programs planned for the following fiscal year with funds and channel(s) received from the Parish. Such plan shall contain:

1. A statement of anticipated number of hours of local original PEG access programming;
2. Training classes to be offered and frequency of classes;
3. Other access activities planned by (CHANNEL 17);
4. List of specific equipment that (Channel 17) proposes to purchase with the funds received pursuant to this agreement; and
5. A detailed operating and capital equipment and facilities budget.

SECTION 14. EXPENDITURE OF FUNDS.

(CHANNEL 17) shall spend funds received from Parish solely for the purposes listed in its Annual Plan and Budget and Section 1(Scope of Services) of this Agreement. Funds not expended in the year covered by the Annual Budget and Activities Plan may be carried over by (CHANNEL 17) into succeeding years. Upon termination of this Agreement all funds of any kind received from Parish and not expended by (CHANNEL 17) shall be returned to Parish. (CHANNEL 17) shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from Parish.

SECTION 15. RECEIPT OF APPROVED FUNDING.

The Parish shall pay Channel 17 monthly, upon receipt of an invoice. The payments to (CHANNEL 17) shall reflect the amount approved in the Plan and Budget.

SECTION 16. FUNDING FROM OTHER SOURCES.

(CHANNEL 17) may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fundraising activities.

SECTION 17. TERM OF AGREEMENT.

This Agreement shall be for a period of five (5) years commencing on _____ and ending on December 31, 2028 unless terminated earlier, as provided in this Agreement. This Agreement may be renewed or extended for additional periods of five (5) years each, pursuant to the following process:

A. If (CHANNEL 17) seeks an extension of this Agreement it shall on or before July 1, 2028, submit to the Parish a letter of intent requesting extension.

B. On or before October 1, 2028, the Parish shall respond to (CHANNEL 17) letter of intent to request extension. If the Parish intends to refuse to extend the Agreement, it shall explain the reasons for this decision in its response to (CHANNEL 17). The Parish may not refuse to extend the contract based upon a failure of (CHANNEL 17) to comply with the terms of this Agreement unless the Parish has provided (CHANNEL 17) a notice of its failure to comply with the terms and the opportunity to cure said noncompliance. However, no agreement regarding the term of this agreement can extend past the "term of office" for the Parish Council that approves the agreement.

SECTION 18. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

A. The Parish shall have the right upon one hundred twenty (120) days written notice to (CHANNEL 17) to terminate this Agreement for:

1. Breach of any provision of this Agreement by (CHANNEL 17); and
2. Malfeasance, misfeasance, misappropriation of public funds.

B. CHANNEL 17) may avoid termination by curing any such breach to the satisfaction of the Parish within one hundred twenty (120) days of notification or within a time frame agreed to by the Parish and (CHANNEL 17). The Parish may also terminate this Agreement at the expiration of its term, or any extension thereof.

C. Upon termination of this Agreement, (CHANNEL 17) shall immediately transfer to the Parish all equipment, real property, or fixtures purchased by (CHANNEL 17) with funds received pursuant to this Agreement.

SECTION 19. TIME.

Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 20. COOPERATION.

Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 21. APPLICABLE LAW.

This Agreement shall be interpreted and enforced under the laws of the State of Louisiana.

SECTION 22. NOTICES.

All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To Parish of Tangipahoa
206 East Mulberry St.
Amite, LA 70422

To (CHANNEL 17)
9 Oakley Drive
Hammond, LA 70401

Any party may change its address for notice by written notice to the other party at any time.

SECTION 23. DISPUTE RESOLUTION

Intent of Parties. Mindful of the high cost of litigation not only in dollars but time and energy, the parties do hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any disagreement or controversy should arise out of or concerning the performance of this contract.

Step 1-Negotiation

It is the intent of the parties that any dispute be resolved informally and promptly through good faith negotiation between representatives of the parties. We therefore agree that should any dispute or controversy arise, the following steps toward resolution will immediately be taken:

Correspondence

- a. Either party may initiate negotiation proceedings by sending a certified or registered letter to the other party setting forth the particulars of the dispute, the term(s) of the contract that are involved and a suggested resolution of the problem.
- b. The recipient of the letter must respond within ten (10) days with an explanation and response to the proposed solution.

Meeting

- a. If correspondence does not resolve the dispute, then the authors of the letters or their representatives shall meet on at least one occasion and attempt to resolve the matter. The meeting should be at a place selected by the parties and should they not agree then at the nearest office of Mediation Arbitration Professional Services (MAPS).
- b. Should this step not produce resolution, then the parties agree to mediation as provided in the next Step 2-Mediation.

Step 2-Mediation

- a. If the controversy is not resolved by informal negotiation within thirty (30) days or any mutually agreed extension of time from the first meeting between the parties, the case shall be referred to the nearest office of (MAPS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the mediator jointly, then in separate caucuses wherein the mediator will seek to guide the parties to a resolution of the case.
- b. The parties may select any mutually acceptable member from the panel of (MAPS). If the parties cannot agree or have no particular choice of mediator and simply request that (MAPS) assign one to the case, then a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom shall strike one name leaving the remaining name as the mediator. If more than one name remains, the (MAPS) Administrator will choose the mediator from the remaining names.
- c. The mediation process shall continue until the case is resolved **or until such time as the mediator makes a finding that there is no possibility of resolution.**

Enforcement of Negotiation/Mediation Steps: Step 1 and Step 2 above dealing with mandatory negotiation and mandatory mediation are deemed arbitration clauses for the purpose of enforcing compliance with their provisions. Any party to this agreement may seek compliance with these contract provisions by petition to any court of general jurisdiction. The prevailing party in any such proceeding shall be entitled to the court's order for payment of attorney fees and costs in connection therewith.

Step 3–Arbitration

Should any disputes remain or exist between the parties after completion of the two-step resolution process set forth above, then the parties shall promptly submit any dispute, claim or controversy arising out of or relating to this agreement [*or* any agreement contemplated by this agreement including any action in tort, contract, or otherwise, at equity or at law], or any alleged breach, including, without limitations, any matter with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this agreement or any agreement contemplated by this agreement to binding arbitration administered by (MAPS).

Initiation: Arbitration shall be initiated in the following manner:

- a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate arbitration at any time after negotiation and mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable *state* or *federal* statute of limitations.
- b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any office of (MAPS), together with the appropriate filing fee as provided in (MAPS) existing fee schedule.
- c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.
- d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator: The case shall be submitted to a single arbitrator chosen by the parties from (MAPS) panel. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from service of the demand for arbitration, then either party may request (MAPS) Administrator to furnish a list of three names and each side may strike one name thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the (MAPS) Administrator will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing the arbitrator shall have power to

appoint another in his or her stead, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give all such orders and directions, as he or she deem just and expedient, not only in respect to the matters and disputes referred to the arbitrator but also with respect to the mode and times of executing or performing any of the acts, deeds, matters and things that may be directed to be done or awarded.

Should either party refuse or neglect to appoint the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties, and to order that either party shall in the meantime have access to and be permitted to inspect and make copies of all or any of the same relating to the matters in dispute.

The arbitrator shall have the authority and power to proceed ex parte if either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, injunctive relief and/or specific performance of a contract.

Proceedings/Format

Prehearing: Once the arbitrator is chosen, the Administrator at (MAPS) may be authorized and directed upon application of any party to schedule a prehearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery: Discovery shall be at the discretion of the arbitrator(s) and allowed only upon a showing of good cause utilizing the following guidelines:

- (a) The arbitrator shall have discretion to order a prehearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.
- (b) The depositions of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of interrogatories shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. Their depositions and all other discovery shall be allowed only upon a showing of good cause.

Evidence: Rules of Evidence relating to the order of proof, the conduct of the hearing and the presentation and admissibility of evidence shall not be applicable in this proceeding. Any relevant evidence, including hearsay, may be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits: The award shall be made by the arbitrator on or before sixty (60) days after final submission of all matters, or within such extended time, not exceeding altogether sixty (60) additional days, as the arbitrator shall from time to time direct.

Reasoned Opinion In rendering the award, the arbitrator may set forth the reasons for his or her decision.

Applicable Law. The arbitration shall follow the substantive law of the state wherein the hearing takes place. This shall include the provisions of statutory law dealing with arbitration, as they may exist at the time of the demand for arbitration insofar as the provisions are not in conflict

with this agreement and specifically excepting therefrom sections of the statute dealing with discovery and requiring notice of hearing date be registered or certified mail.

Notice: Each party shall be deemed to have consented that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under this agreement; for any court action in connection therewith; or for the entry of judgment on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, in or outside the state wherein the arbitration takes place, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, telex, telegram, or other written forms of electronic communications to give the notices required by this agreement.

Finality of Award: The ruling of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of the State of Louisiana. Application may be had by any party or any court of general jurisdiction for entry and enforcement of judgment based on the ruling.

SECTION 24. ENTIRE AGREEMENT.

This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CHANNEL 17 INC.

PARISH OF TANGIPAHOA

WAYNE GLASCOK

CHARLES R. MILLER, PARISH PRESIDENT

T. P. Ordinance No. 23-30

AN ORDINANCE AMENDING AND ENACTING CHAPTER 36 - PLANNING AND DEVELOPMENT, ARTICLE V- STANDARDS FOR DEVELOPMENT OF PROPERTY, SEC 36-115-SPECIAL USE RESIDENTIAL COMMERCIAL DEVELOPMENTS, (B)-MANUFACTURED AND MOBILE HOME PARK REQUIREMENTS – MAXIMUM UNITS

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, State of Louisiana, acting as the Governing Authority thereof revises and amends the Tangipahoa Parish Code of Ordinance as follows:

CHAPTER 36 PLANNING AND DEVELOPMENT

ARTICLE IV – STANDARDS FOR SUBDIVISION OF PROPERTY

Sec. 36-115. Special use residential commercial developments.

- (b) *Manufactured and mobile home park requirements.*
- (1) For the purpose of these mobile home park standards the development shall be called park and each manufactured or mobile home shall be called a home and the area designated for a home shall be considered a lot.
 - (2) Fences and buffers.
 - a. A six-foot privacy fence of wood, metal or other compatible material approved by the planning commission shall be installed on all boundaries except the front.
 - b. The planning commission may waive the fence requirement for the following situations:
 1. Any boundary that borders adjacent land owned by the developer at the time of construction.
 2. Any boundary that borders rivers, canals or other unique natural features that will separate the park from adjacent parcels.
 3. A permanent buffer is maintained according to these regulations.
 - c. The fence shall be maintained in a structurally safe and attractive condition in order for permits to be issued.
 - d. Fences shall be six inches from the property line for sides and rear and 50 feet from the front property line.
 - e. Additional plat requirements. A statement shall be added on the plat:
"Lots created on this plat are for design layout and are not intended to become a legally recorded lots of record."
 - (3) Base flood elevation mark provided by a licensed engineer or registered surveyor if property is in a flood zone "A" or "AE."
 - (4) Electrical services will be provided to each site and all areas must be adequately lighted at night.
 - (5) Restrictions must be adopted and must require the manufactured homeowner to have approved manufactured skirting that will enclose the entire opening under the manufactured home.
 - (6) The minimum lot site will be 60 feet by 100 feet.
 - (7) Maximum number of lots per acre will be ~~seven~~ **three (3)** spaces, **and 30 lots/units per parcel max.**
 - (8) The space shall have compacted clay material shaped to drain as a pad.
 - (9) There shall be a 50-foot setback from the right-of-way on the front of the park. No structures shall be built in the setback. Landscaping, park name signs, and mail receptacles will be permitted in the setback space. If the owner builds a fence across the front of the park, it must be behind the 50-foot setback.
 - (10) Adequate commercial dumpsters for solid waste disposal shall be provided by the park owner and located no closer than 50 feet to a public servitude.
 - (11) The manufactured home park shall be no less than three **(3)** acres and one-tenth of the area shall be green space and/or playground area.
 - (12) The park shall have hard-surfaced roadways with a 35-foot right-of-way with 18-foot riding surface inside the park.
 - (13) Streets exceeding 500 feet in length must end in a cul-de-sac with a 60-foot radius within a 70-foot radius right-of-way or a "T" turn-around 20 feet wide by 80 feet long within a 30-foot by 90-foot right-of-way.
 - (14) The name of the mobile home park shall be constructed of block masonry or brick and be within 25 feet of the entrance to the park.
 - (15) Security lighting shall be installed on every other utility company pole in park.
 - (16) No electrical permits shall be issued until approved by the parish engineer.
 - (17) Exceptions for manufactured home parks.
 - a. No existing manufactured home park may be expanded or extended beyond the capacity of the existing sewage treatment system. An existing manufactured home park may be expanded or extended up to the capacity of the existing sewage treatment system using the same requirements as the existing manufactured home park as long as no additional property is being purchased or added to the original parcel.
 - b. Manufactured home parks and recreational camping grounds are defined in section 36-9 and shall include that a manufactured home park shall only be used for the placement of manufactured homes and shall not be used for the placement of recreational vehicles or travel/camping trailers.
 - c. A six-foot wood, privacy fence is required on each side and rear property of the park and shall be maintained. If maintenance is required and not done, permits for said park will not be issued.

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 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

T.P. Ordinance No. 23-31

AN ORDINANCE AUTHORIZING THE PARISH PRESIDENT OR HIS AUTHORIZED DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS IN REGARD TO THE PURCHASE OF LAND TOGETHER WITH IMPROVEMENTS SITUATED IN SECTIONS 3 AND 10, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MUNICIPAL NO. 129 CALHOUN STREET, INDEPENDENCE, LA – DISTRICT 4

WHEREAS, it is the best interest of the Parish of Tangipahoa to purchase land and structures located in Independence, LA described as:

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, way, servitudes, appurtenances and advantages thereunto belonging or in anyway appertaining, situated in the Sections 3 and 10, Township 5 South, Range 7 East, Tangipahoa Parish, Louisiana, being more particularly described as follows:

Commencing at the point which is the Southeast corner Square 33, Town of Independence, Louisiana, thence South 75 degrees, 30 minutes, 00 second West, 450.25 feet, thence North 14 degrees, 50 minutes, 13 seconds West, 312.33 feet, thence North 76 degrees, 16 minutes, 47 seconds East, 20.11 feet, thence North 02 degrees, 04 minutes, 01 second West, 121.01 feet, thence North 89 degrees, 13 minutes, 58 seconds East, 233.30 feet, thence North 89 degrees, 59 minutes, 23 seconds East, 383.79 feet, thence South 00 degree, 41 minutes, 14 seconds East, 68.77 feet, thence South 00 degree, 00 minute, 16 seconds East, 42.34 feet, thence South 76 degrees, 45 minutes, 02 seconds West, 165.61 feet, thence South 14 degrees, 35 minutes, 52 seconds East, 174.66 feet to the Point of Beginning of the tract herein described, containing 4.4462 acres in all.

Improvements thereon bear the Municipal No. 129 Calhoun Street, Independence, Louisiana (hereinafter referred to as the "Property")

WHEREAS, the purchase price of said described Property is Six Hundred Fifty Thousand and no 00/00 (\$650,000.00) Dollars; and

THEREFORE BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, authorizes the Parish President or his authorized designee to execute any and all documents in regard to the purchase the Property.

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 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____

T. P. Ordinance No. 23-32

AN ORDINANCE TO GRANT A VARIANCE TO SECTION 36-91-MAJOR SUBDIVISION STANDARDS, (D), (3)-LOT SIZES AND DIMENSIONS FOR CORNERSTONE SUBDIVISION PHASES 3 & 4, IN DISTRICT 8

WHEREAS, Cornerstone Subdivision Phases 2-4 were given preliminary approval by the Planning Commission on 12/1/2020; and

WHEREAS, Cornerstone Subdivision Phases 3 & 4 expired on 12/1/2021 and is requesting a variance to allow the same required development standards as given in the preliminary approval on 12/1/2020; and

WHEREAS, adopted on April 24, 2023, the Tangipahoa Parish Code of Ordinances reads in Chapter 36 Planning and Development, Article IV Standards for Subdivision of Property, Section 36-91 Major subdivision standards (d) *Major residential subdivisions*. Major residential subdivisions are identified as proposed partitions containing more than eight lots or five acres for the development of single-family residential homes and shall require a land clearing permit per section 36-111(b). These proposed subdivisions as defined in this subsection shall meet the standards of subsection (a) of this section and the following standards, (3) Lot sizes and dimensions within the metropolitan planning area (MPA) and outside of areas of special flood hazard. The following set of development standards are for lots within the parish's designated metropolitan planning area (see map in Appendix B to the ordinance from which this chapter is derived) and outside of areas of special flood hazard: a. A minimum of One Hundred Twenty-Five feet (125') road frontage; b. 120 feet in depth minimum; c. A minimum of a 1/2 acre lot (21,780 Sq feet);

WHEREAS, on May 2, 2023, the Planning Commission voted to recommend approval of the variance request by Cornerstone Subdivision Phases 3 & 4, to allow the same required development standards as given in preliminary approval on 12/1/2020 prior to the codification adopted on April 24, 2023; 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 section of the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to Cornerstone Subdivision Phases 3 & 4, once all other requirements have been satisfied;

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

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

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____



15485 CLUB DELUXE ROAD
HAMMOND, LA 70403
OFFICE: (985) 340-9028
FAX: (985) 340-9029

May 3, 2023

RE: Cornerstone Ph III & IV
River Road
Hammond, La 70403

Cornerstone Ph III & IV- A variance request to Section 36-91 Major Subdivision Standards (d)(3)(a) a min of 125' road frontage, (b) 120' depth minimum, (c) a minimum of ½ acre lot (21,780sq feet) (Case#2023-23, #2023-121)

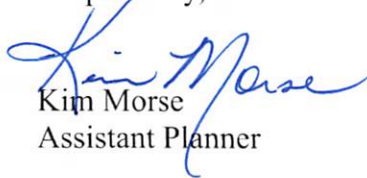
To Whom It May Concern:

On May 2, 2023 The Planning Commission voted to recommend for approval of the above request.

Your case will be forwarded to the Tangipahoa Parish Council for final decision. Your request is scheduled to be introduced at the Parish Council meeting on May 8, 2023. The public hearing and council decision on your case is scheduled to take place on May 22, 2023 at 5:30pm in the Parish Council Chambers at 206 E. Mulberry Street Amite, LA. It is important that you or your representative be at the Parish Council meeting on behalf of your case.

If you have any questions or concerns please feel free to contact our office at (985)340-9028.

Respectfully,


Kim Morse
Assistant Planner

Move here.

T. P. Ordinance No. 23-33

AN ORDINANCE TO GRANT A VARIANCE TO SECTION 36-112-SPECIAL CLASSIFICATION PROPERTY DEVELOPMENT STANDARDS, (A)-MOBILE/MANUFACTURED HOMES PLACEMENT STANDARDS FOR PLACEMENT ON A SINGLE LOT FOR CHANNING GARRETT, ASSESSMENT #1878107 IN DISTRICT 7

WHEREAS, Channing Garrett (applicant) is requesting a variance to place one (1) manufactured home on a lot described as Lots 8 & 9 Block 9 of Woodland Park Subdivision, Assessment #1878107, at 44318 South Range Road, that he has a bond for deed contract with the property owner Virginia Bauer, Hammond, LA; and

WHEREAS, Channing Garrett’s (applicant) lots 8 & 9 Block 9 of Woodland Park Subdivision measures 80’x150’=12,000 sq feet for a shortage of 9,780 sq feet of the ½ acre (21,780 sq ft) requirement to place one (1) manufactured home; and

WHEREAS, the Tangipahoa Parish Code of Ordinances read in Chapter 36 Planning and Development, Article V Standards for Development of Property, Section 36-112 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 acre for placement of a manufactured home; and

WHEREAS, on May 2, 2023, the Planning Commission voted to recommend approval of the variance request by Channing Garrett (applicant), to allow for the placement of one (1) manufactured home on the lot described as Lots 8 & 9 Block 9 of Woodland Park Subdivision, Assessment #1878107, at 44318 South Range Road, Hammond, LA; 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 section of the Tangipahoa Parish Code of Ordinances, Parish of Tangipahoa, State of Louisiana, be granted to Channing Garrett (applicant) to allow for the placement of one (1) manufactured home on the lot described as Lots 8 & 9 Block 9 of Woodland Park Subdivision, Assessment #1878107, at 44318 South Range Road, Hammond, LA, once all other requirements have been satisfied;

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

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

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 8, 2023

PUBLISHED: May 18, 2023 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: May 22, 2023

DELIVERED TO PRESIDENT: _____ day of May, 2023 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of May, 2023 at _____



15485 CLUB DELUXE ROAD
HAMMOND, LA 70403
OFFICE: (985) 340-9028
FAX: (985) 340-9029

May 3, 2023

RE: Channing Garrett & Virginia Bauers
44318 S Range Road
Hammond, La 70403

Owners - Virginia Bauers, Applicant - Channing Garrett - Sec-1,T6S,R7E.
(Council District #7) A request to grant a variance to Ordinance Sec. 36-112 Special classification property development standards (a)(1) Lot size. An individual parcel of record shall be a min of ½ acre for placement of a manufactured home, to allow for 1 manufactured home located on assessment # 1878107 being lots 8 & 9 Block 9 of Woodland Park Subdivision (80'x150') total of 12,000 sq feet where 21,780 sq feet is required at the corner of Range Rd / E. Merry St.

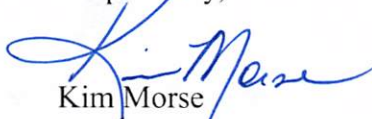
To Whom It May Concern:

On May 2,2023 The Planning Commission voted to recommend approval of the above request.

Your case will be forwarded to the Tangipahoa Parish Council for final decision. Your request is scheduled to be introduced at the Parish Council meeting on May 8, 2023. The public hearing and council decision on your case is scheduled to take place on May 22, 2023 at 5:30pm in the Parish Council Chambers at 206 E. Mulberry Street Amite, LA. It is important that you or your representative be at the Parish Council meeting on behalf of your case.

If you have any questions or concerns please feel free to contact our office at (985)340-9028.

Respectfully,


Kim Morse
Assistant Planner

Move here.

T. P. Ordinance No. 23-34

AN ORDINANCE AMENDING AND ENACTING CHAPTER 38 – SOLID WASTE, ARTICLE II- COLLECTION AND DISPOSAL, DIVISION 2.- PERMITS, SEC. 38-84-DISPOSAL RESTRICTIONS FOR INDUSTRIAL SOLID WASTE AT THE PARISH REGIONAL LANDFILL

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, State of Louisiana, acting as the Governing Authority thereof revises and amends the Tangipahoa Parish Code of Ordinance as follows:

**CHAPTER 36 SOLID WASTE
ARTICLE II – COLLECTION AND DISPOSAL
DIVISION 2. PERMITS**

Sec. 38-84. Disposal restrictions for industrial solid waste at the parish regional landfill.

Due to the greatly increased proportions of industrial solid waste to residential solid waste, each of which is described previously in this article, in various heavily industrialized parishes of the state, there shall be no solid waste disposed of or delivered for disposal to the parish regional landfill from the following parishes within the permitted 100-mile radius of the parish regional landfill, to wit: ~~East-Baton Parish, West-Baton Rouge Parish, Plaquemine Parish, St. Charles Parish,~~ Jefferson Parish and Orleans Parish. The Parish President shall inform the council when any new parishes are added to the areas of acceptance by the landfill.

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 12th day of June, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 22, 2023

PUBLISHED: June 8, 2023

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: June 12, 2023

DELIVERED TO PRESIDENT: _____ day of June, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of June, 2023 at _____

T. P. Ordinance No. 23-35

**AN ORDINANCE TO ABANDON THE DEDICATION OF
ZEKE MAGLIOLO ROAD IN DISTRICT 3**

WHEREAS, a request has been made to the Tangipahoa Parish Council-President Government that the dedication of said property, not needed for public use, be hereby abandoned;

ZEKE MAGLIOLO ROAD, THE ENTIRE HORSESHOE ROAD FROM THE NORTHERN INTERSECTION OF MANDELLA ROAD TO THE SOUTHERN INTERSECTION OF MANDELLA ROAD IN DISTRICT 3

WHEREAS, Tangipahoa Parish Council-President Government is of the opinion that the servitude and easement for said Zeke Magliolo Road in District 3 is not needed for public purposes.

THEREFORE BE IT ORDAINED, by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, acting in accordance with LA R.S. 33:4718, that the dedication of Zeke Magliolo Road in District 3 is hereby abandoned and will no longer be maintained by the Tangipahoa Parish Council-President Government.

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

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

On motion by_ and seconded by _, the foregoing ordinance was hereby declared adopted on this 12th day of June, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge
Clerk of Council
Tangipahoa Parish Council

David P. Vial
Chairman
Tangipahoa Parish Council

INTRODUCED: May 22, 2023

PUBLISHED: June 8, 2023

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: June 12, 2023

DELIVERED TO PRESIDENT: _____ day of June, 2023 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of June, 2023 at _____

Application to Decommission a Parish Maintained Road

Applicant Name: Darren Magliolo Telephone Number: (225)978-7380

Applicant Address: 14298 Brignac Road, Saint Amant, LA 70774

Council District: 3 Road Name: Zeke Magliolo Road

Section (From-To): The entire horseshoe road from the northern intersection of Mandella Road to the southern intersection of Mandella Road.

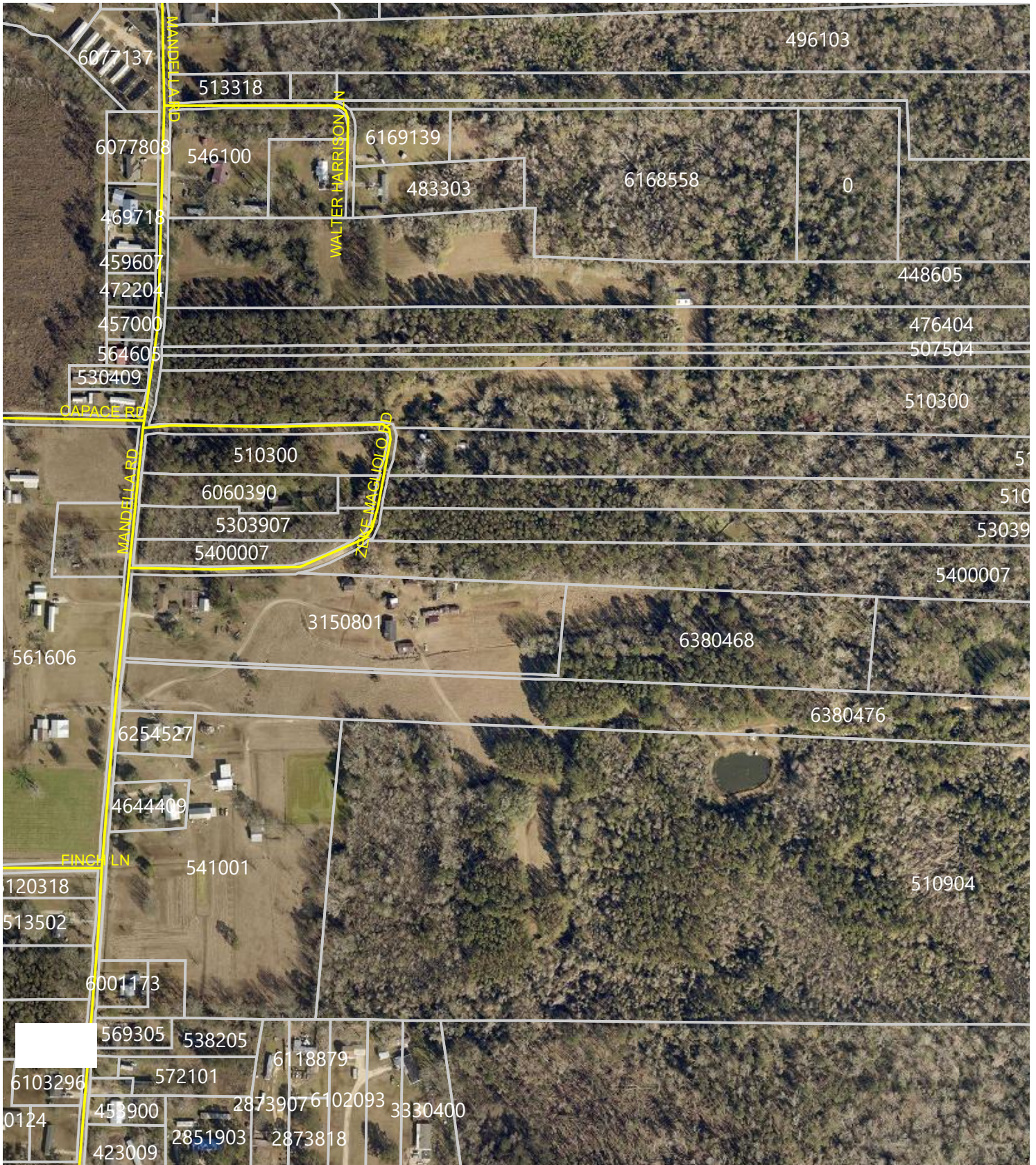
Please list all assessment numbers, property addresses, and owners beside signatures below for all property that is adjacent to the above-mentioned road:

Assessment #	Name and address of property owner and property	Signature
510300	14090 ZEKE MAGLIOLO ROAD, MAGLIOLO, DARREN ETAL, 14298 BRIGNAC ROAD SAINT AMANT LA, 70774	<i>Darren Magliolo</i>
6060390	MAGLIOLO KIRK V, 55386 MANDELLA ROAD, INDEPENDENCE LA, 70443	<i>Kirk V. Magliolo</i>
510408	MAGLIOLO SALVADOR J, P O BOX 142 INDEPENDENCE LA, 70443	<i>Darren Magliolo</i> →
5303907	MAGLIOLO WINIFRED K ETAL, 3528 SESSIONS DRIVE BATON ROUGE LA, 70816	<i>Winifred Magliolo</i>
5400007	MAGLIOLO ANISSA J & DEANNA M, 47221 WISTERIA DRIVE, HAMMOND LA, 70401	<i>Anissa M. Magliolo</i>
3150801	MANDELLA FRANK JR, P O BOX 693, INDEPENDENCE LA, 70443	<i>Frank J. Mandella</i>

Please briefly explain why you would like the road to be decommissioned: Zeke Magliolo Road is a horseshoe road with the only residents on this road being family. There seems to be a lot of unsavory activity happening on this road that has nothing to do with the resident of the road.

One of the owners of the adjacent property to the above-mentioned road have requested the road revert to private ownership and be removed from the parish maintenance system. The owners of the property have been contacted and confirm the request by signing above and providing their current mailing address. They acknowledge that parish services will not be available on this section of the road, and if decided to rededicate this road it would be required to be brought up to current parish standards.

Applicant Signature: *Darren Magliolo* Date: 5-8-23
 Public Works Signature: _____ Date: _____
 Council Member Signature: _____ Date: _____



T.P. RESOLUTION NO. R23-19

A RESOLUTION OF THE TANGIPAOHA PARISH COUNCIL-PRESIDENT
GOVERNMENT TO APPROVE THE DESIGN EXCEPTION AND DESIGN
WAIVERS FOR STATE PROJECT NO. H.014262–F.A.P. NO. H.014262 RANDALL
ROAD OVER YELLOW WATER RIVER FEDERAL AID OFF-SYSTEM HIGHWAY
BRIDGE PROGRAM

WHEREAS, in conjunction with State Project No. H.014262, F.A.P. No. H.014262 Randall Road Bridge, the State of Louisiana, Department of Transportation and Development (“LaDOTD”) has requested that certain design exception and design waivers be approved by the parish;

WHEREAS, the Tangipahoa Parish Council-President Government finds it necessary for the spot replacement of an existing timber bridge on Randall Road with a new concrete bridge and that in order to facilitate this construction the approval of the requested design exception and waivers is warranted.

BE IT RESOLVED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, in regular session that it does hereby approve the requested design exception and design waivers in State Project No. H.014262 regarding the “minimum shoulder width of two (2) feet”, “tapered barrier rails due to existing driveways within the foot print of the project”, and “Complete Streets criteria”, all as set forth more fully in the La. DOTD “Design Exception and Waiver Requests” set forth in attachments.

On motion by __ and seconded by __, the foregoing resolution was hereby declared adopted on this the 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

Jill DeSouge, Clerk of Council
Tangipahoa Parish Council

David P. Vial, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

Project Description

Project No.: H.014262
Control Sec.: N/A
Project Name: Randall Road Over Yellow Water River
Route: Randall Road
Parish: Tangipahoa



Seal

Description of Work: This Off-System Bridge (OSB) project includes the spot replacement of an existing timber bridge on Randall Road in Tangipahoa Parish. The existing 3-span timber bridge is 18.85' wide x 58.48' long with timber piles and bents will be replaced with a 28' (clear) wide x 80' long concrete slab span bridge with concrete piles. Some additional right-way-is required.

Existing Roadway information:
 Road type: Asphalt
 Lanes: 2 @ 8.75'
 Shoulders: None

Provide supporting documentation/exhibits for the request. Exhibits should include title sheet and other plan sheets affected by the design waiver (i.e., typical sections, geometric details, plan/profile sheets). Additional documentation should include correspondence from other sections, agencies, etc., as well as site photos.

General Information:

1. Reason for waivers
 - EDSM (EDSM II.3.1.4 – Tapered Barrier Rail on one bridge quadrant)
 - MANUAL
 - OTHER (2017 Minimum Design Guidelines – Acceptable Shoulder Width)

2. *Provide a synopsis of the scope of the project, the situation you are encountering and the problem you are attempting to mitigate.*

The project is located on a parish road and intends to spot replace a narrow, structurally deficient timber bridge with a new concrete slab span bridge. In order to minimize the construction limits and R/W acquisition, meeting all minimum design guidelines is not attainable without substantial impacts to the project footprint and increased design/construction costs.

Randall Road is an existing asphalt roadway with 2 lanes at approximately 8.75' wide and no shoulders, no sidewalk, no bike path, and has open ditches. It is classified as an Urban Minor Collector roadway with a posted speed limit of 35 mph, a current ADT of 3,000 vpd and future ADT of 4,450 vpd. The existing bridge is a 5-span timber bridge with timber piles, bents, wingwalls and timber railing. There are currently no guardrails on the existing bridge approaches.

The proposed project reconstructs the asphalt roadway approaches and replaces the existing bridge with a 28' (clear) wide x 80' long concrete cast-in-place slab span bridge with concrete piles, concrete barrier railing, 75' guardrails on three corners of the new bridge, and a tapered barrier rail on the approach slab of the northeast corner of the new bridge. The tapered barrier rail is needed in lieu of guardrails due limited space with an existing driveway. The proposed roadway matches the existing roadway width and widens out to 28' wide approximately 75' before and after the new structure. Two-foot wide shoulders will be provided along the entire length of the roadway transition and tapering to zero at 75' before and after the bridge. The new roadway will generally match the existing horizontal and vertical roadway alignment.

3. *Describe the proposed design waivers. Provide the proposed and standard values of the design waiver criteria.*

Design Waiver No.1 – EDSM II.3.1.4 (Guardrail):

New AASHTO MASH criteria for urban bridges with design speeds of 45 mph or less, require the use of standard guardrail length of 75' to be used on the four (4) quadrants of the bridge. Due to the existence of driveway on one (1) quadrant (Northeast) of the bridge, and the lack of feasibility of the T-intersection guardrail configuration or Impact Attenuator, per EDSM II.3.1.4, a tapered barrier rail is recommended at this location and requires a design waiver per EDSM II.3.1.4.

Design Waiver No. 2 – 2017 Minimum Design Standards (Shoulder Width):

Based on Design Report prepared for this project using 2017 Minimum Design Guidelines, the preferred shoulder width is 8' and the acceptable shoulder width is 2'. There are no existing shoulders on this roadway, and the acceptable shoulder width of 2' will be provided in this project and requires a design waiver of the 2017 Minimum Design Standards per the verbiage of the Design Report.

4. *Photos of the existing project:*



View of upstream section of existing structure.



Looking north from the bridge at the north approach.

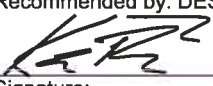


Looking south from the bridge at the south approach.

Design Waiver Request



Required Signatures

Recommended by: DESIGNER Kenneth Boagni III 	Date: 04/25/2023
Signature:	

For LPA Projects:

Recommended by: Responsible Charge Please Print <i>Please Print</i>	Date:
Signature:	
Approved by: Chief Executive Authority Please Print	Date:
Signature:	

For All Projects:

Recommended by: Position <i>Please Print</i>	Date:
Signature:	
Recommended by: DOTD Project Manager <i>Please Print</i>	Date:
Signature:	
Approved by: Applicable DOTD Section Head <i>Please Print</i>	Date:
Signature:	

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

**FEDERAL AID OFF-SYSTEM
 HIGHWAY BRIDGE PROGRAM**

F.A.P. NO. H014262
 STATE PROJECT NO. H.014262
**RANDALL ROAD OVER
 YELLOW WATER RIVER**
 STRUCTURE NO. 625300000625300
 RECALL NO. 625300

TANGIPAHOA PARISH

BRIDGE SITE: 0.00' STA. 15+47.00
 SPAN: 4 - 20' CONCRETE SLAB SPANS

LAYOUT MAP



VICINITY MAP



DESIGN EXCEPTION:
 TANGIPAHOA PARISH COUNCIL ADOPTED RESOLUTION NO. 2017-0011 ON 04/23/2017 FOR THE 2017 MINIMUM DESIGN GUIDELINES FOR COMPLETE STREETS WITH ADT > 1,000 VEHICLES PER DAY. BIKE LANES AND SIDEWALKS ARE REQUIRED. THIS PROJECT IS DESIGN WITH NO BIKE LANES AND SIDEWALKS.

POSSIBLE AIR TRAFFIC IN VICINITY OF THE PROJECT. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING FAA PERMIT, IF REQUIRED.

RECOMMENDED FOR APPROVAL:
 MORGAN GOUDEAU & ASSOC., INC.
 DATE: 04/23/2023

APPROVED
 D.O.T.D. CHIEF ENGINEER
 DATE: _____

LENGTH OF PROJECT

STATE PROJECT NUMBER	DESCRIPTION	STA. TO STA.	GROSS LENGTH		BRIDGE LENGTH		ROADWAY LENGTH	
			FEET	FEET	FEET	FEET	FEET	MILES
H.014262	12+95.00 TO 17+50.00		455.00		80.00	0.015	375.00	0.071
TOTAL LENGTH OF BRIDGES				80.00	0.015			
TOTAL LENGTH OF ROADWAY							375.00	0.071
TOTAL MILES								0.086

DATUM USED: NAVD '83 - LOUISIANA SOUTH ZONE
 ELEVATIONS ARE NAVD '88 (GEOID '18)
 MAG. VAR.: 4' 30" E
 BEARINGS ARE: GRID
 LEVEL BOOKS: 400-954
 PLAN: 1" = 50'
 PROFILE: HOR: 1" = 50'
 VERT: 1" = 5'

TRAFFIC DATA

PROJECT NO.	A.D.T.	TRVPT. CLASS	DESIGN SPEED	POSTED SPEED
H.014262	3,000 (2021)	URBAN MINOR COLLECTOR	45 MPH	35 MPH

SCHEDULE OF REVISIONS

DATE	REVISION	DATE	RECOMMENDED	DATE	APPROVED

TYPE OF CONSTRUCTION:
 ASPHALT CONCRETE OVER CLASS II BASE COURSE
 CONCRETE SLAB SPAN BRIDGE

NOTE: THE 2016 EDITION OF THE LOUISIANA DOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND LAYOUT MAP
2	TYPICAL SECTIONS & DETAILS
3 - 30	SUMMARY SHEETS
4	PLAN-PROFILE SHEET
5	REFERENCE POINTS AND BENCH MARKS
6	EMBANKMENT WIDENING AND GUARD RAIL DETAILS
7	EROSION CONTROL PLAN
8	EXISTING DRAINAGE MAP
9	SUMMARY OF DRAINAGE STRUCTURES
10 - 11	MINIMUM CONSTRUCTION SIGNING

BRIDGE PLANS

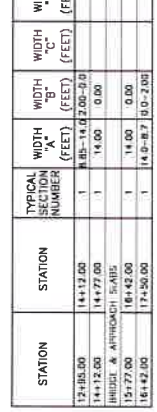
101	GENERAL BRIDGE PLAN
102	PILE DATA AND NOTES
103	FOUNDATION LAYOUT
104	GEO TECHNICAL EXPLORATION LOGS
105	BD.2.5.1.0.01 (CS-216)
106 - 116	BRIDGE DETAILS (PSS-75-28-20SI.)
117	BRIDGE DETAILS (BENT NO. 5)
118	BRIDGE DETAILS (NORTH APPR. SLAB)
119	BD.2.6.1.14.02 (BR-02)
120	BD.2.6.1.14.04 (BR-05, 1 of 2)
121	BD.2.6.1.14.05 (BR-05, 2 of 2)
122	YP-01
123	BD.2.11.10.0.01 (CONC. SURFACE FIN.)
124	BD.2.11.10.0.02 (CONC. SURFACE FIN.)
125	BD.2.10.1.0.07 (ASD-SS)
126	BD.2.11.3.2.01 (FR-01)

STANDARD PLANS

REV.	DATE
11-16-21	
08-04-22	
10-01-08	
01-03-19	
01-03-19	
04-07-14	
04-04-22	
02-28-19	
10-05-05	
10-25-22	
03-06-13	
07-02-18	

CROSS SECTIONS
 401 - 408
 TOTAL SHEETS = 77

STATION	TYPICAL SECTION NUMBER	WIDTH 'A' (FEET)	WIDTH 'B' (FEET)	WIDTH 'C' (FEET)	WIDTH 'D' (FEET)	WIDTH 'E' (FEET)	SLOPE	ASPH. CONC. THICKNESS	
								WEARING COURSE (INCHES)	BINDER COURSE (INCHES)
14+12.00	1	14.00	14.00			11.7	4:1 3:1	1 1/2"	2"
14+12.00	1	14.00	14.00				4:1 3:1	1 1/2"	2"
14+12.00	1	14.00	14.00				4:1 3:1	1 1/2"	2"
14+12.00	1	14.00	14.00				4:1 3:1	1 1/2"	2"



- GENERAL NOTES
1. THE GRADING SECTION TO BE USED AT ANY PARTICULAR LOCATION SHALL BE AS SHOWN ON CROSS-SECTIONS UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.
 2. ALL DIMENSIONS SHOWN ARE DESIGN DIMENSIONS AND WILL BE FOLLOWED TO THE NEAREST PRACTICAL LIMITS IN THE FIELD AS DETERMINED BY THE PROJECT ENGINEER. IF TOLERANCES ARE NOT OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHOWN ON TYPICAL SECTIONS ARE COMPACTED DIMENSIONS.
 4. ALL LOAD POSTING SIGNS SHALL BE SALVAGED AND RETURNED TO THE PARISH. PAYMENT WILL BE INCLUDED IN ITEM 202-02-04501.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING STREAM FLOW DURING CONSTRUCTION AS DIRECTED BY THE PROJECT ENGINEER.
 6. TEMPORARY EROSION CONTROL WILL INCLUDE SILT FENCE, SEDIMENT CHECK DAMS (MAX), HAY BALES, SLOPE DRAINS, AND SLOPE PROTECTION (TYPE A).
 7. WHEN STONE OR RPPC BASE IS USED, GEOTEXTILE FABRIC IS REQUIRED AND IS INCLUDED IN THE BASE COURSE ITEM.



TRAFFIC DATA

STATE PROJECT NUMBER	ROADWAY CLASS	ADT
LA 14282	URBANA MINOR COLLECTION	3,500 (2017) 4,150 (2041)



EXISTING STRUCTURE:
 5 SPAN TIMBER BRIDGE 18.85' WIDE * 58.58' LONG
 STRUCTURE NO. 6253001900001
 RECORD NO. 1680812

REQUIRED STRUCTURE:
 4-20 CONCRETE SLAB SPAN BRIDGE
 STRUCTURE NO. 625300080000300
 RECORD NO. 625300

ADT (2021) = 3,000
 ADT (2041) = 4,450
 CLASS ROW: = URBAN MINOR COLLECTOR
 DESIGN SPEED = 45 MPH
 POSTED SPEED = 35 MPH

HYDRAULIC DATA - EXISTING STRUCTURE

DRAINAGE AREA = 3.013 SQ. MILES	
BASIN SLOPE = 8.06 FT./MI.	
FLOOD FREQUENCY (FWS)	25
DISCHARGE (CFS)	884
CHANNEL VELOCITY (FPS)	4.32
AREA OF OPENING (SQ.FT.)	282.12
BACKWATER (FT)	0.12
SCOUR ELEVATION	31.50

HYDRAULIC DATA - PROPOSED STRUCTURE

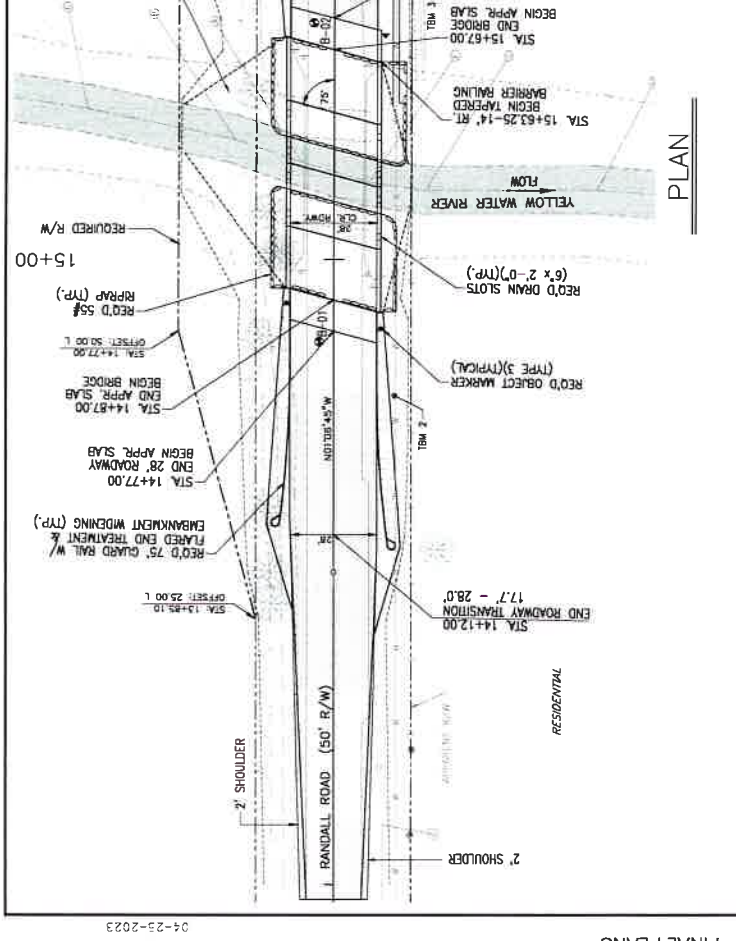
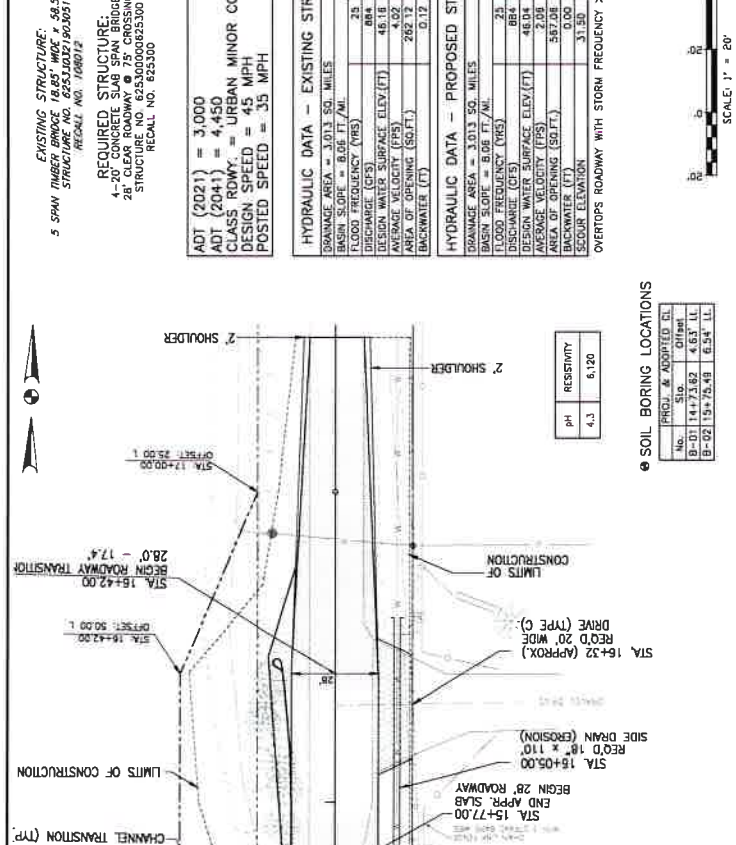
DRAINAGE AREA = 3.013 SQ. MILES	
BASIN SLOPE = 8.06 FT./MI.	
FLOOD FREQUENCY (FWS)	25
DISCHARGE (CFS)	884
CHANNEL VELOCITY (FPS)	4.32
AREA OF OPENING (SQ.FT.)	567.08
BACKWATER (FT)	0.00
SCOUR ELEVATION	31.50

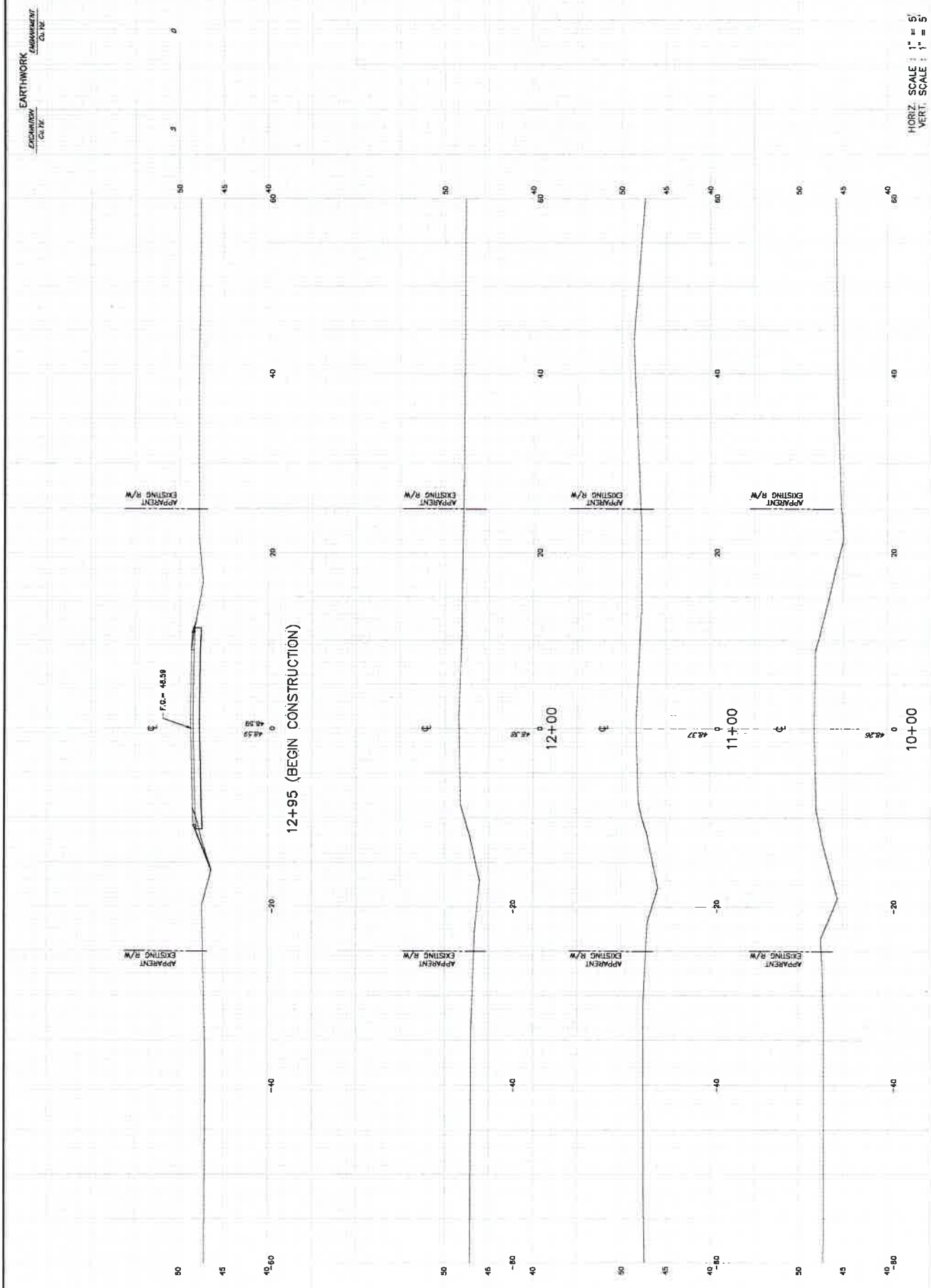
PH RESISTIVITY

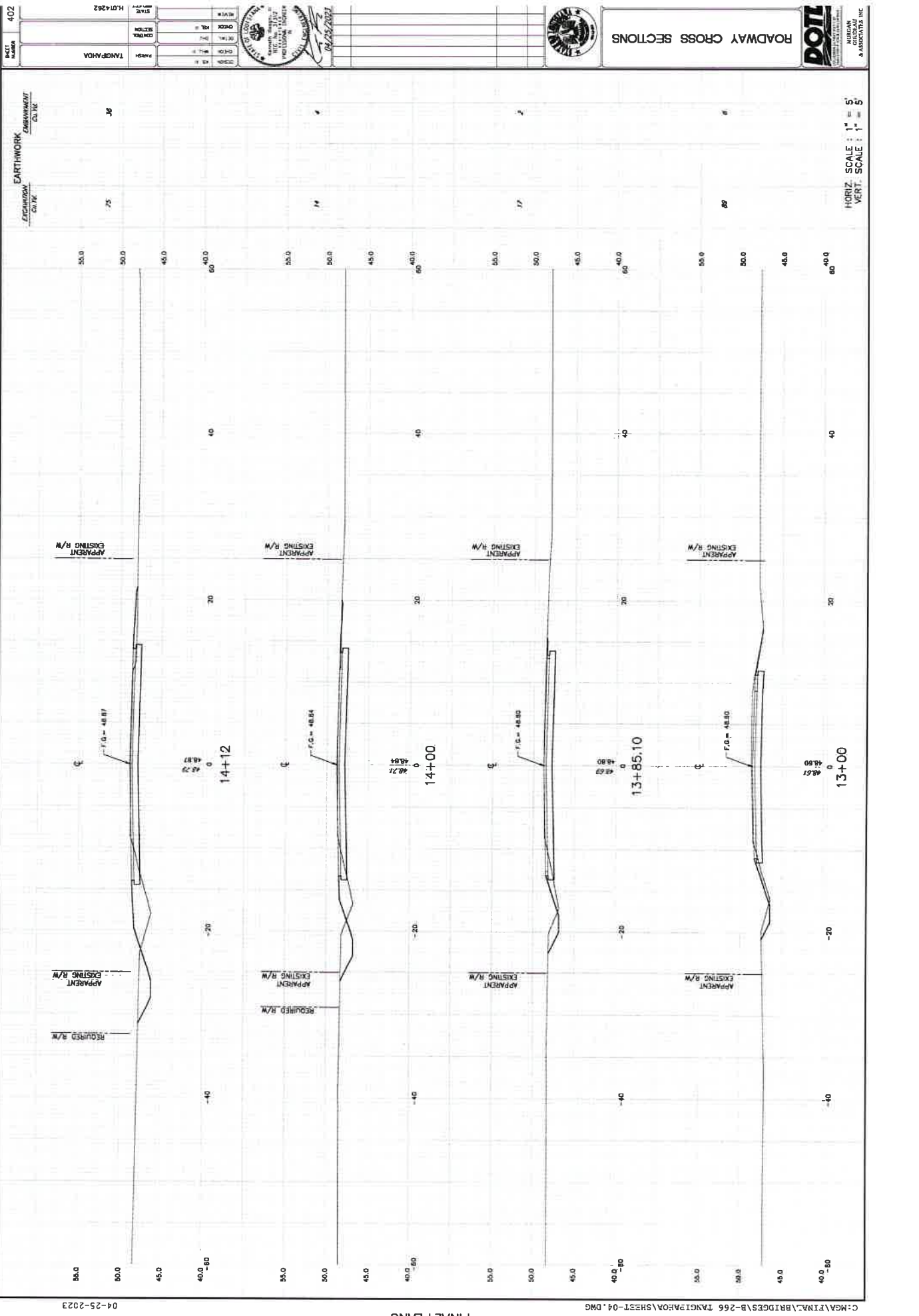
PH	4.3
RESISTIVITY	6,120

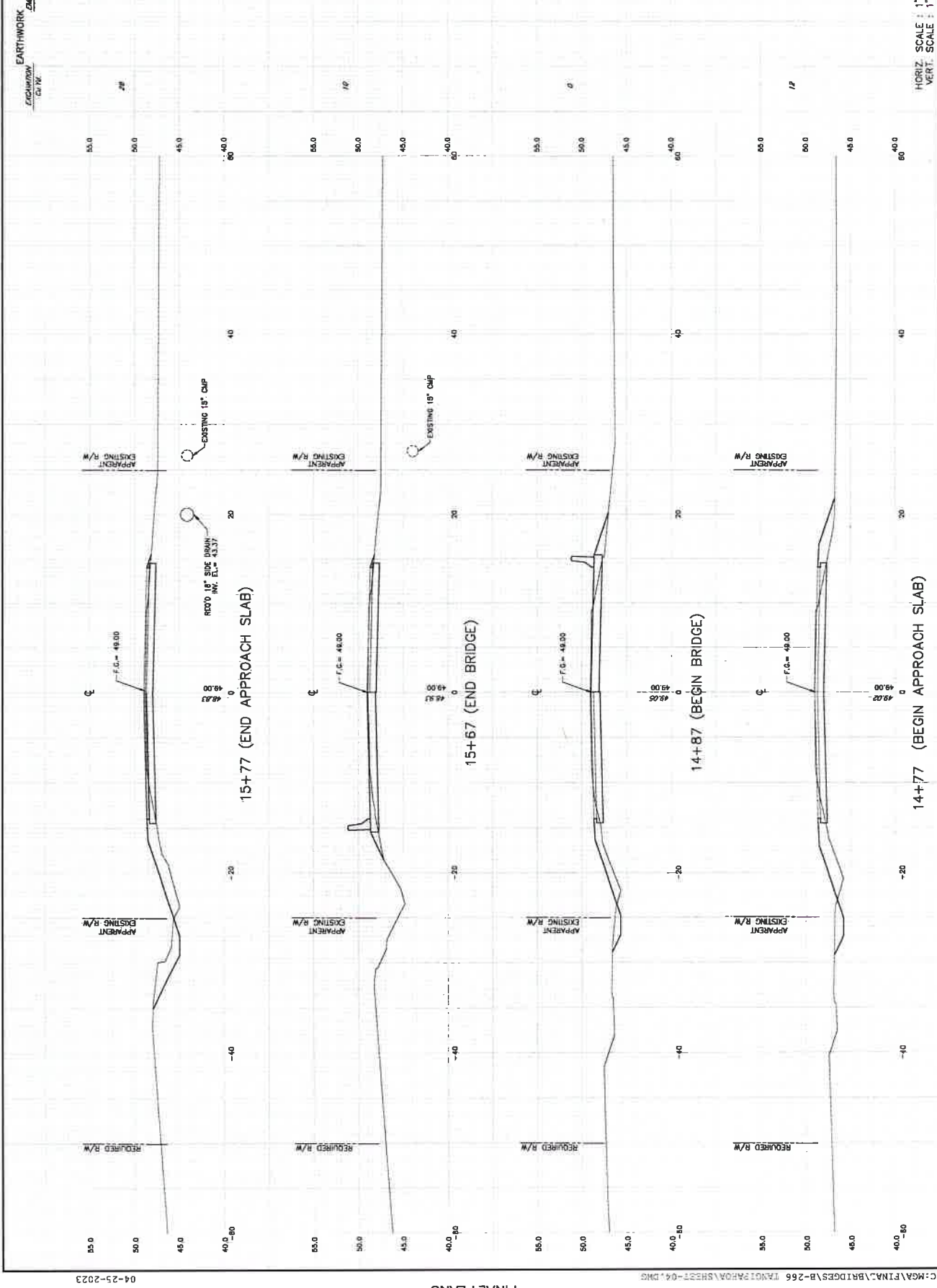
SOIL BORING LOCATIONS

No.	Slo.	Depth	DL
B-01	14+73.62	4.63'	LL
B-02	15+75.48	6.54'	LL



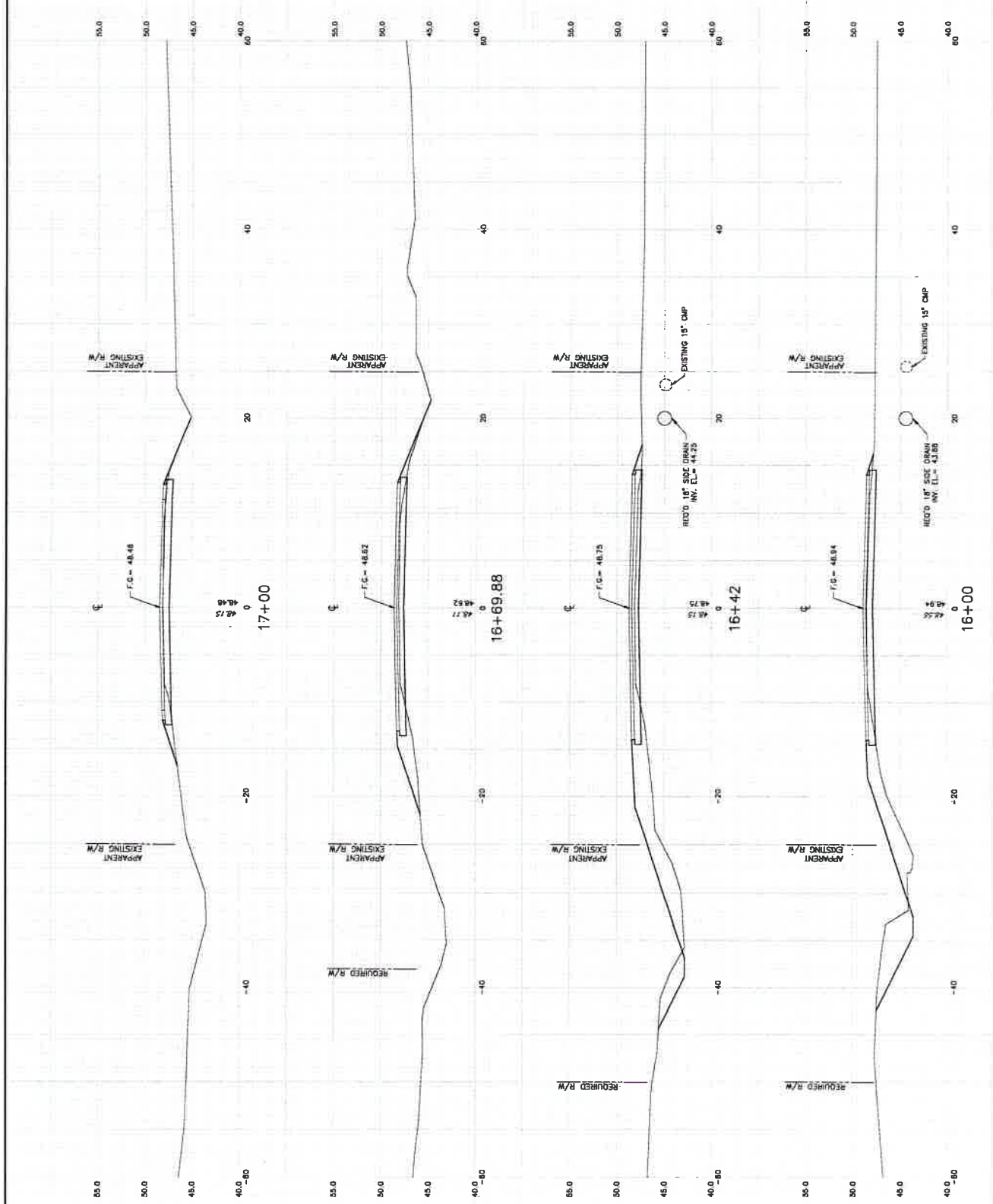






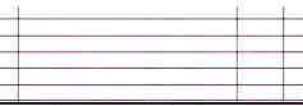
FINAL PLANS

EARTHWORK
 EXHIBIT
 SHEET
 404
 HORIZ. SCALE : 1" = 5'
 VERT. SCALE : 1" = 5'

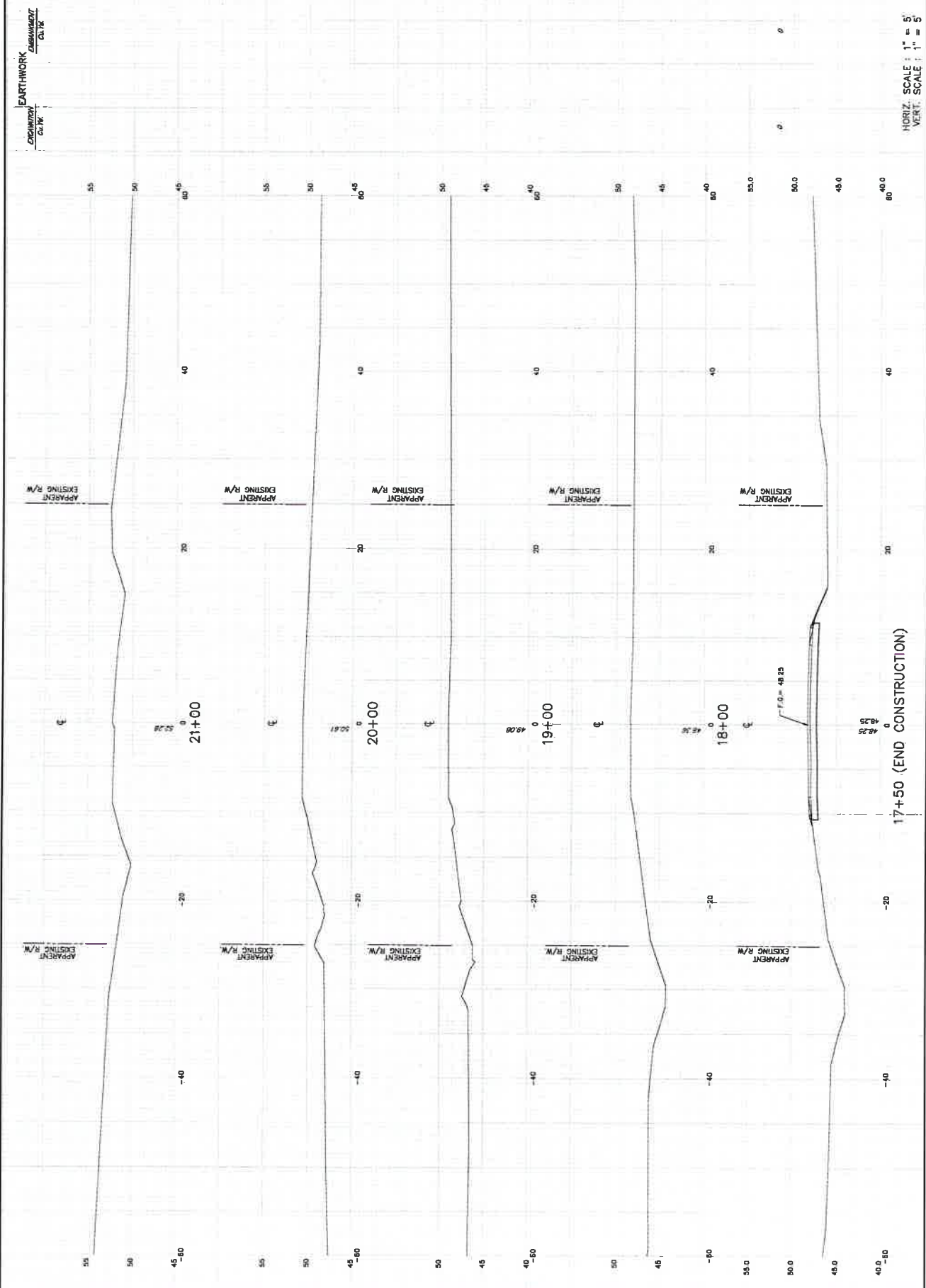


DATE	11/11/11
SCALE	H 014282
SECTION	
DESIGN	
CHECK	
DATE	
BY	
PROJECT	TANGRAHOA

DESIGN	EA
CHECK	EA
DATE	
BY	
PROJECT	TANGRAHOA



ROADWAY CROSS SECTIONS



Project Description

Project No.: H.014262
Route: Randall Road
Project Name: Randall Road / Yellow Water River
Control Section: N/A
Parish: Tangipahoa



Seal

Description of Work: This Off-System Bridge (OSB) project includes the spot replacement of an existing timber bridge on Randall Road in Tangipahoa Parish. The existing 3-span timber bridge is 18.85' wide x 58.48' long with timber piles and bents will be replaced with a 28' (clear) wide x 80' long concrete slab span bridge with concrete piles. Some additional right-way-is required.

Existing Roadway information:
Road type: Asphalt
Lanes: 2 @ 8.75'
Shoulders: None

General Information

Route and Design Classification:

- | | |
|--|---|
| <input type="checkbox"/> Freeway | <input checked="" type="checkbox"/> Urban |
| <input checked="" type="checkbox"/> Arterial/Collector | <input type="checkbox"/> Rural |
| <input type="checkbox"/> Local | |
| <input type="checkbox"/> Ramp | |

Traffic:

Posted Speed: 35 mph
Design Speed: 45 mph

Current ADT: 3,000 vpd (2021)
Design ADT: 4,450 vpd (2041)
D: 53 %
K: 11 %
T: 10 %

Work Classification

<u>Work Type</u>	<u>System</u>	<u>FHWA Involvement</u>
<input type="checkbox"/> New/Reconstruction	<input type="checkbox"/> NHS	<input type="checkbox"/> PoDI
<input type="checkbox"/> Major Rehabilitation	<input checked="" type="checkbox"/> Non-NHS	<input checked="" type="checkbox"/> Assumed
<input type="checkbox"/> Structural Improvement		<input type="checkbox"/> None
<input checked="" type="checkbox"/> Spot Replacement		
<input type="checkbox"/> Minor Rehabilitation		
<input type="checkbox"/> Preventative Maintenance		

Applicable Design Guideline: Minimum Design Guidelines, 3/6/2017

Provide supporting documentation/exhibits for the request. Exhibits should include title sheet and other plan sheets affected by the design exception (i.e., typical sections, geometric details, plan/profile sheets). Additional documentation should include correspondence from other sections, agencies, etc., as well as site photos.

1. Design Exception for the following criteria. Mark all requested.

Minimum Design Guideline Criteria

- | | |
|--|--|
| <input type="checkbox"/> Design Speed* | <input type="checkbox"/> Superelevation* |
| <input type="checkbox"/> Lane Width* | <input type="checkbox"/> Cross Slope* |
| <input type="checkbox"/> Shoulder Width* | <input type="checkbox"/> Grade* |
| <input type="checkbox"/> Shoulder Type | <input type="checkbox"/> Slopes |
| <input type="checkbox"/> Bridge Width | <input type="checkbox"/> Median Width |
| <input type="checkbox"/> Structural Capacity* | <input type="checkbox"/> Stopping Sight Distance* |
| <input type="checkbox"/> Vertical Clearance* | <input checked="" type="checkbox"/> Complete Streets |
| <input type="checkbox"/> Lateral Offset to Obstruction | <input type="checkbox"/> Horizontal Curve Radius**° |
| <input type="checkbox"/> Clear Zone | |

* Controlling criteria for NHS Routes (<https://www.fhwa.dot.gov/design/standards/160505.cfm>)

° For PoDI only

2. Provide a synopsis of the scope of the project, the situation you are encountering and the problem you are attempting to mitigate.

The project is located on a parish road and intends to spot replace a narrow, structurally deficient timber bridge with a new concrete slab span bridge. In order to minimize the construction limits and R/W acquisition, meeting all minimum design guidelines is not attainable without substantial impacts to the project footprint and increased design/construction costs.

3. ***Describe the proposed design exception. Provide the proposed and standard values of the design exception criteria.***

- **Complete Streets**

Per the Minimum Design Guidelines, a complete street with sidewalks and bike lanes is required for roadways with an ADT above 1,000 vehicles per day. This design exception is to reconstruct the roadway and bridge without bike lanes and sidewalks, as there are no sidewalks or bike lanes adjacent to the existing roadway. The scope of this project is to spot replace a structurally deficient bridge and not reconstruct the majority of a substandard parish road.

4. ***Discuss the project's proposed roadway characteristics in comparison to the existing and the adjacent roadway sections.***

Randall Road is an existing asphalt roadway with 2 lanes at approximately 8.75' wide and no shoulders, no sidewalk, no bike path, and has open ditches. It is classified as an Urban Minor Collector roadway with a posted speed limit of 35 mph, a current ADT of 3,000 vpd and future ADT of 4,450 vpd. The existing bridge is a 5-span timber bridge with timber piles, bents, wingwalls and timber railing. There are currently no guardrails on the existing bridge approaches.

The proposed project reconstructs the asphalt roadway approaches and replaces the existing bridge with a 28' (clear) wide x 80' long concrete cast-in-place slab span bridge with concrete piles, concrete barrier railing, 75' guardrails on three corners of the new bridge, and a tapered barrier rail on the approach slab of the northeast corner of the new bridge. The tapered barrier rail is needed in lieu of guardrails due limited space with an existing driveway. The proposed roadway matches the existing roadway width and widens out to 28' wide approximately 75' before and after the new structure. Two-foot wide shoulders will be provided along the entire length of the roadway transition and tapering to zero at 75' before and after the bridge. The new roadway will generally match the existing horizontal and vertical roadway alignment.

5. ***Discuss alternatives to the exception that were considered.***

Alternatives were considered to follow the 20217 Minimum Design Guidelines to include sidewalks and bike paths. However, this alternative would require a significant increase in R/W acquisition, project footprint, and overall construction cost. Also, these sidewalks and bike paths would abruptly end on each side of the project, as there are no existing sidewalks or bike paths along the roadway.

6. ***Provide a safety review of the project comparing the existing conditions to the conditions proposed in this design exception. All design exceptions must have a safety review and crash review.***

The existing road is an asphalt road that has 8.75' lanes, no shoulders, no sidewalk, no bike paths, and has open ditches with steep side slopes. The existing bridge is a structurally deficient timber bridge with timber piles and short timber railing with no guardrails on the existing bridge approaches. See attached photos.

The proposed road will have 12' paved lanes with 2' paved shoulders and some subsurface drainage with 4:1 fore slopes and 3:1 back slopes. The proposed bridge will be a 4-Span concrete slab span bridge with concrete piles, concrete barrier railing, and sloped abutments. The new bridge will also have 75' guardrails with flared end treatments on three corners, with a tapered concrete barrier rail on the remaining corner. The proposed bridge and roadway will be safer than the existing bridge and roadway.

7. ***Discuss the cost of the project and the cost differential between proposed design and a design that would meet guidelines.***

A rough estimate of the increased construction cost would be an additional \$300,000. This would include widening the roadway more than it already has been, adding sidewalks and bike paths that do not have anywhere to connect to, and lengthening the project to accommodate the transitions back to the existing roadway. Additional R/W acquisition costs are not included in this estimate.

8. ***Discuss impacts, other than costs, of bringing the features up to guidelines (such as operational performance, impacts to other design features, right-of-way, community, environmental, historical features, usability by all modes of transportation, construction issues, etc.)***

The main issue with bringing the roadway into full compliance other than cost, would be the acquisition of additional R/W and having sidewalks and bike paths that would abruptly end on each side of the project (i.e. no existing sidewalks or bike paths to connect to).

9. ***Discuss proposed mitigation to address design exception feature. Some possible countermeasures may include advisory signs, lighting, guardrail, signing, rumble strips, future work to address design exception, incremental improvement, etc.***
See link: [FHWA - Mitigation Strategies for Design Exceptions](#)

A larger effort could be made to widen the roadway to meet the 2017 Minimum Design Guidelines. The existing roadway lane widths could be adjusted, and shoulders, sidewalks and bike paths could be constructed. However, these additional efforts would require parish assistance and are not considered feasible within the Off-System Bridge Replacement Program.

Design Exception Request



Project No.: H.014262

Design exception for: Complete Streets

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Required Signatures

Prepared by: Design Engineer		Title:	
KENNETH BOAGNI, III, PE, PLS		Sr. Project Manager / EOR	
Signature: 	Date: 04-25-2023		

For District or Permit Projects:

Recommended by: ADA of Engineering Please Print	
Signature:	Date:

For LPA Projects:

Recommended by: Responsible Charge Please Print	
Signature:	Date:

Approved by: Chief Executive Authority Please Print	
Signature:	Date:

For All Projects:

Recommended by: DOTD Project Manager Please Print	
Signature:	Date:

Recommended by: Road Design Engineer Administrator (for roadway criteria) Please Print	
Signature:	Date:

Recommended by: Bridge Design Engineer Administrator (for bridge criteria) Please Print	
Signature:	Date:

Approved by Chief Engineer: Please Print	
Signature:	Date:

Approved by: FHWA; Title Only required at FHWA request – See Stewardship Agreement	
Signature:	Date:



View of upstream section of existing structure.



Looking north from the bridge at the north approach.



Looking south from the bridge at the south approach.

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND LAYOUT MAP
2	TYPICAL SECTIONS & DETAILS
3 - 36	SUMMARY SHEETS
4	PLAN-PROFILE SHEET
5	REFERENCE POINTS AND BENCH MARKS
6	EMBANKMENT WIDENING AND GUARD RAIL DETAILS
7	EROSION CONTROL PLAN
8	EXISTING DRAINAGE MAP
9	SUMMARY OF DRAINAGE STRUCTURES
10 - 11	MINIMUM CONSTRUCTION SIGNING

BRIDGE PLANS

101	GENERAL BRIDGE PLAN
102	PILE DATA AND NOTES
103	FOUNDATION LAYOUT
104	GEOTECHNICAL EXPLORATION LOGS
105	BD.2.5.1.0.01 (CS-216)
106 - 116	BRIDGE DETAILS (PSS-75-28-20SL)
117	BRIDGE DETAILS (BENT NO. 5)
118	BRIDGE DETAILS (NORTH APPR. SLAB)
119	BD.2.6.1.1.4.02 (BR-02)
120	BD.2.6.1.1.4.04 (BR-05, 1 of 2)
121	BD.2.6.1.1.4.05 (BR-05, 2 of 2)
122	YP-01
123	BD.2.11.10.0.01 (CONC. SURFACE FIN.)
124	BD.2.11.10.0.02 (CONC. SURFACE FIN.)
125	BD.2.10.1.0.07 (ASD-3S)
126	BD.2.11.3.2.01 (FR-01)

STANDARD PLANS

REV.	DATE
201	11-16-21
203	08-04-22
206	10-01-08
208	01-03-19
219	01-03-19
220	04-07-14
221	04-04-22
223	02-28-19
224	10-05-05
226	10-25-22
227	03-06-13
228	07-02-18

CROSS SECTIONS

401 - 408

TOTAL SHEETS = 77

TRAFFIC DATA

PROJECT NO.	A.D.T.	RDWY. CLASS	DESIGN SPEED	POSTED SPEED
H-014282	3,000 (2021) 4,450 (2041)	URBAN MINOR COLLECTOR	45 MPH	35 MPH

SCHEDULE OF REVISIONS

DATE	REVISION	DATE	RECOMMENDED	DATE	APPROVED

TYPE OF CONSTRUCTION:

ASPHALT CONCRETE OVER CLASS II BASE COURSE
CONCRETE SLAB SPAN BRIDGE

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

FEDERAL AID OFF-SYSTEM
HIGHWAY BRIDGE PROGRAM

F.A.P. NO. H014262
STATE PROJECT NO. H.014262
RANDALL ROAD OVER
YELLOW WATER RIVER
STRUCTURE NO. 625300000625300
RECALL NO. 625300

TANGIPAHOA PARISH

BRIDGE, SITE, 60'
4' x 20' CONCRETE SLAB SPANS



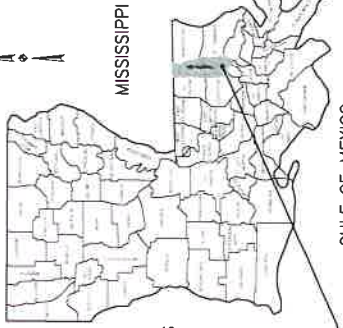
LAYOUT MAP



DATUM USED: NAD '83 - LOUISIANA SOUTH ZONE
ELEVATIONS ARE NAVD '88 (GEOID 18)
MAG. VAR.: 4° 30' E
BEARINGS ARE: GRID
LEVEL BOOKS: 400-954
PLAN: 1" = 50'
SCALE: PROFILE: HOR. 1" = 50'
VERT. 1" = 5'

NOTE: THIS EDITION OF THE LOUISIANA DOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT

ARIZONA



VICINITY MAP

POSSIBLE AIR TRAFFIC IN VICINITY OF THE PROJECT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING FAA PERMIT, IF REQUIRED.

DESIGN EXCEPTION:

TANGIPAHOA PARISH COUNCIL ADOPTED RESOLUTION NO. 10-10-17 FOR THE FOLLOWING: PER THE 2017 MINIMUM DESIGN FOR BRIDGES FOR COMPLETE STREETS WITH A.D.T. > 1,000 VEHICLES PER DAY, BIKE LANES AND SIDEWALKS ARE REQUIRED. THIS PROJECT IS DESIGN WITH NO BIKE LANES AND SIDEWALKS.

RECOMMENDED FOR APPROVAL:

MORGAN GOUDEAU & ASSOC., INC.

DATE: 04/23/2023

APPROVED

D.O.T.D. CHIEF ENGINEER

DATE:

NO.	DESCRIPTION	DATE
1	DESIGN	04/23/2023
2	PERMITS	04/23/2023
3	CONSTRUCTION	04/23/2023
4	AS-BUILT	04/23/2023

NO.	DESCRIPTION	DATE
1	DESIGN	04/23/2023
2	PERMITS	04/23/2023
3	CONSTRUCTION	04/23/2023
4	AS-BUILT	04/23/2023



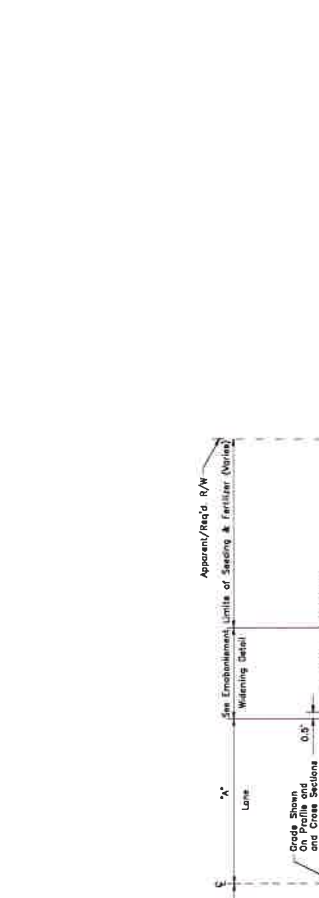
NO.	DESCRIPTION	DATE
1	DESIGN	04/23/2023
2	PERMITS	04/23/2023
3	CONSTRUCTION	04/23/2023
4	AS-BUILT	04/23/2023



TITLE SHEET MAP AND LAYOUT MAP



STATION	TYPICAL SECTION NUMBER	WIDTH A (FEET)	WIDTH B (FEET)	WIDTH C (FEET)	WIDTH D (FEET)	WIDTH E (FEET)	SLOPE	WEARING COURSE THICKNESS (INCHES)	ASPH. CONC THICKNESS (INCHES)
12+95.00	1	8.00-14.42	0.00			1.17	4:1 3:1	1 1/2	2
14+12.00	1	14.00	0.00				4:1 3:1	1 1/2	2
15+77.00	1	14.00	0.00				4:1 3:1	1 1/2	2
16+42.00	1	14.00	0.00				4:1 3:1	1 1/2	2
17+26.00	1	14.00-8.17	0.00-2.00			1.17	4:1 3:1	1 1/2	2



- Approx./req'd R/W
- Limits of Seeding & Fertilizer (Noted)
- Wearing Detail
- Grades Shown On Profile and Cross Sections
- 0.025 ft./ft.
- ASPHALT SHOULDER WEDGE
- SEE CROSS SECTIONS FOR GRADES AND DIMENSIONS
- EMPAVMENT ITEM 203-05-00100
- Slope B
- HALF SECTION WITH SHOULDER
- HALF SECTION WITH EMBANKMENT WIDENING
- TYPICAL SECTION #1 (CLASS II BASE)
- ① Asphalt Concrete (Shoulders) (3 1/2" thickness)
 - ② 1 1/2" Thick Wearing Course and 2" Binder Course
 - ③ Asphalt Concrete Wearing Course (1 1/2" thickness) (LEVEL 1)
 - ④ Asphalt Concrete Binder Course (2" thickness) (LEVEL 1)
 - ⑤ 6 1/2" Class II Base Course (Asphalt Concrete Base on Embankment Layer)

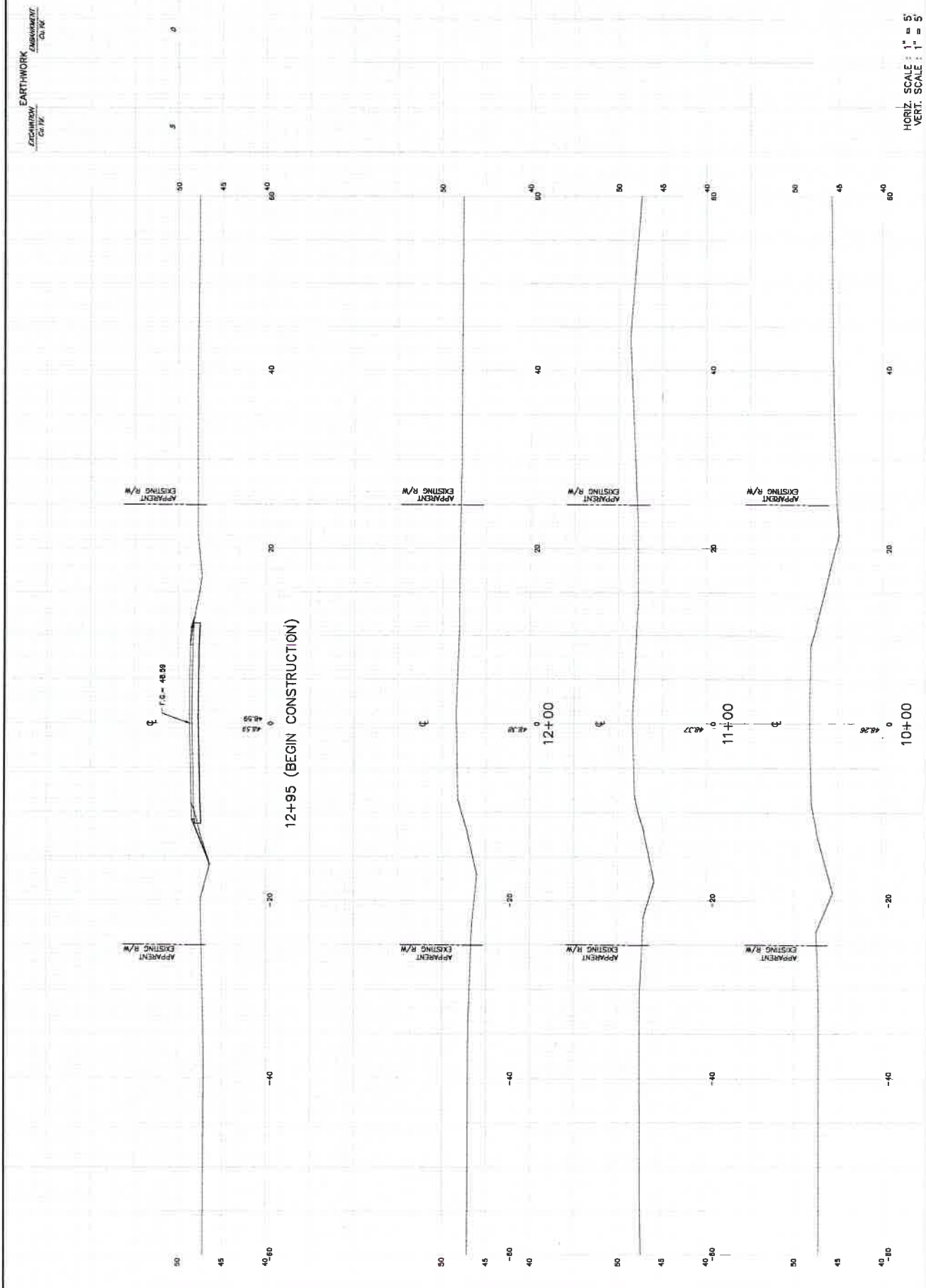


- Shoulder Width (See Table)
- SECTION A-A (With Shoulders)
Notes: Fabric to Extend to Limits of Base Course
- SECTION B-B (Without Shoulders)
- Extension: For Width to the Field: For Under Item No. 203-05-00100.
- Extension of Class II Base Course (at Stone or RPCC) and Fabric (at Beginning and End of Project or at Low Points as Directed by Project Engineer)

- ### GENERAL NOTES
1. THE GRADING SECTION TO BE USED AT ANY PARTICULAR LOCATION SHALL BE AS SHOWN ON CROSS-SECTIONS UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.
 2. ALL DIMENSIONS SHOWN ARE DESIGN DIMENSIONS AND WILL BE FOLLOWED TO THE NEAREST PRACTICAL LIMITS. THEREFORE, AS DETERMINED BY THE PROJECT ENGINEER IF TOLERANCES ARE NOT OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHOWN ON TYPICAL SECTIONS ARE COMPACTED DIMENSIONS.
 4. ALL LOAD POSTING SIGNS SHALL BE SALVAGED AND RETURNED TO THE PARISH PAYMENT WILL BE INCLUDED IN ITEM 207-02-04501.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING STREAM FLOW DURING CONSTRUCTION AS DIRECTED BY THE PROJECT ENGINEER.
 6. TEMPORARY EROSION CONTROL WILL INCLUDE SILT FENCE, SEDIMENT CHECK DAMS (HAY), HAY BALES, SLOPE DRAINS, AND SLOPE PROTECTION (TYPE A).
 7. WHEN STONE OR RPCC BASE IS USED, GEOTEXTILE FABRIC IS REQUIRED AND IS INCLUDED IN THE BASE COURSE ITEM.

TRAFFIC DATA

STATE PROJECT NUMBER	ROADWAY CLASS	ADT
H 014282	URBAN MINOR COLLECTOR	3,000 (2021) 4,457 (2011)



HORIZ. SCALE : 1" = 50'
 VERT. SCALE : 1" = 5'

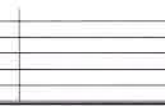
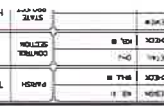


ROADWAY CROSS SECTIONS

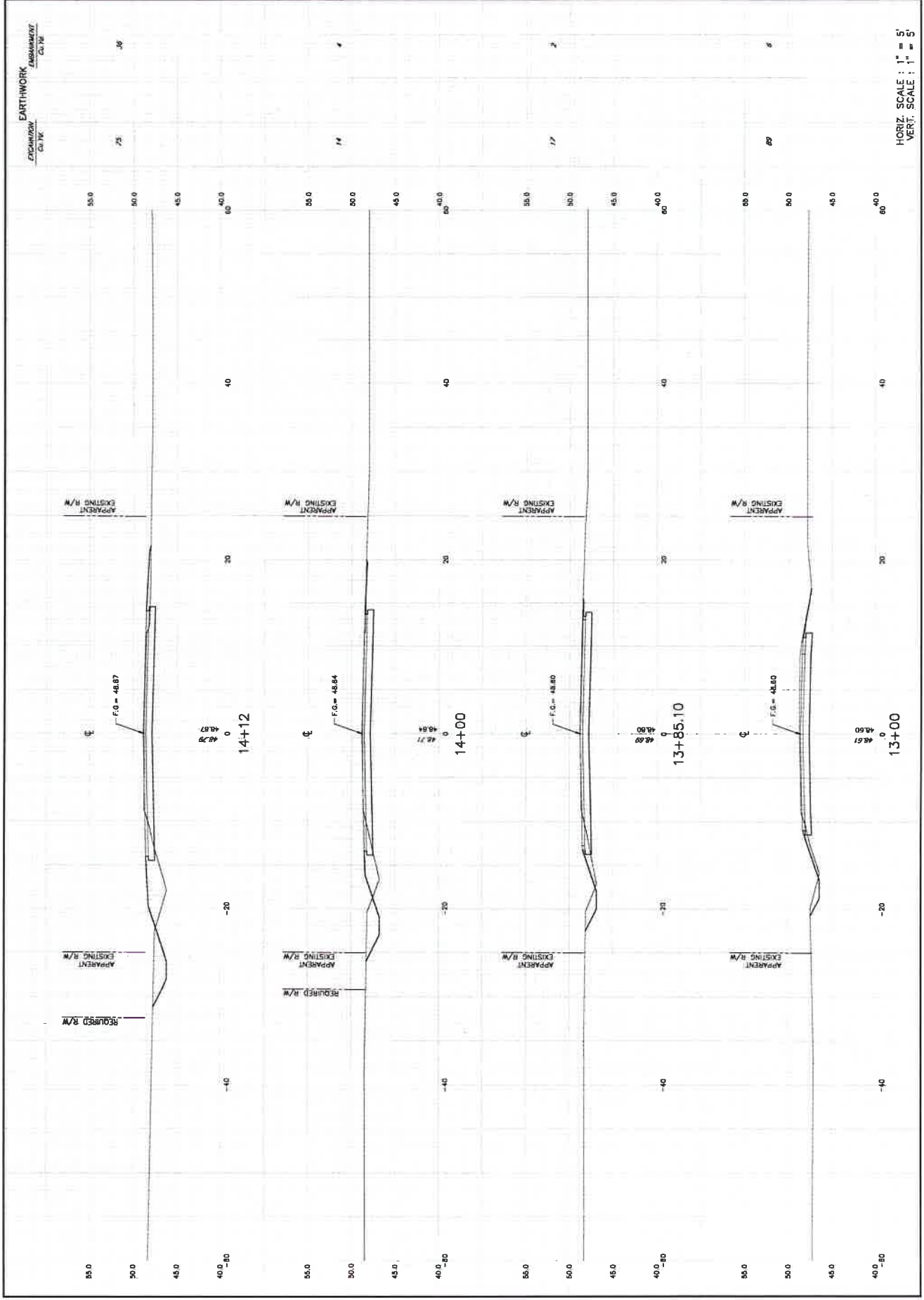


DATE	04/25/23
BY	[Signature]
CHECKED	[Signature]
DESIGNED	[Signature]
PROJECT	TANGIPARHQA
SHEET NO.	401

PROJECT NAME	TANPAHONA
PARISH	TANPAHONA
SECTION	
DATE	
SCALE	
BY	
CHECKED	
DESIGNED	
APPROVED	
DATE	
PROJECT NO.	14.014252



ROADWAY CROSS SECTIONS



EARTHWORK
EARTHWORK

SECTION
SECTION

DATE
DATE

SCALE
SCALE

PROJECT
PROJECT

NO. 1
NO. 1

DATE
DATE

PROJECT
PROJECT

NO. 1
NO. 1



FINAL PLANS

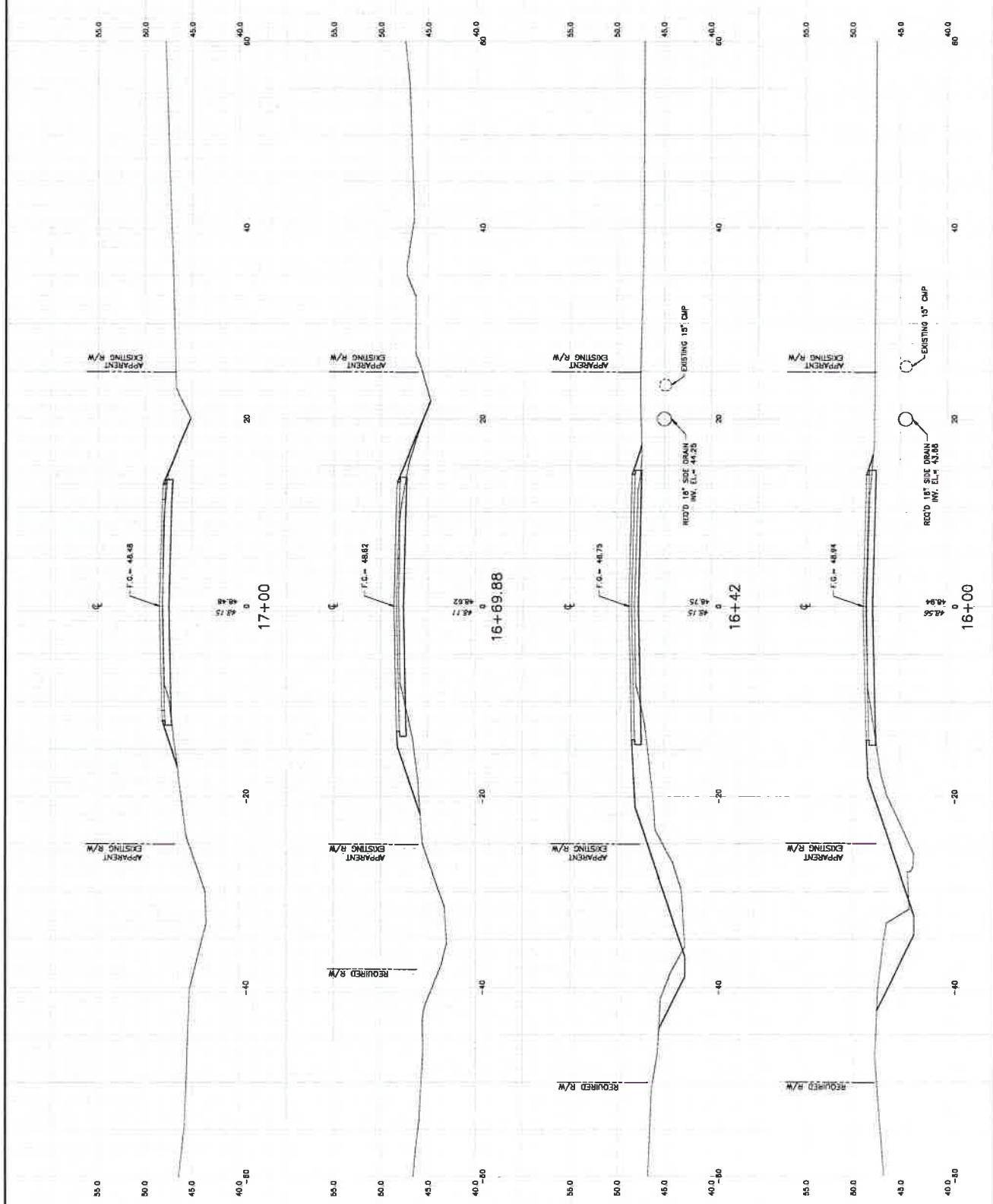
04-25-2023

DOTI ROADWAY CROSS SECTIONS

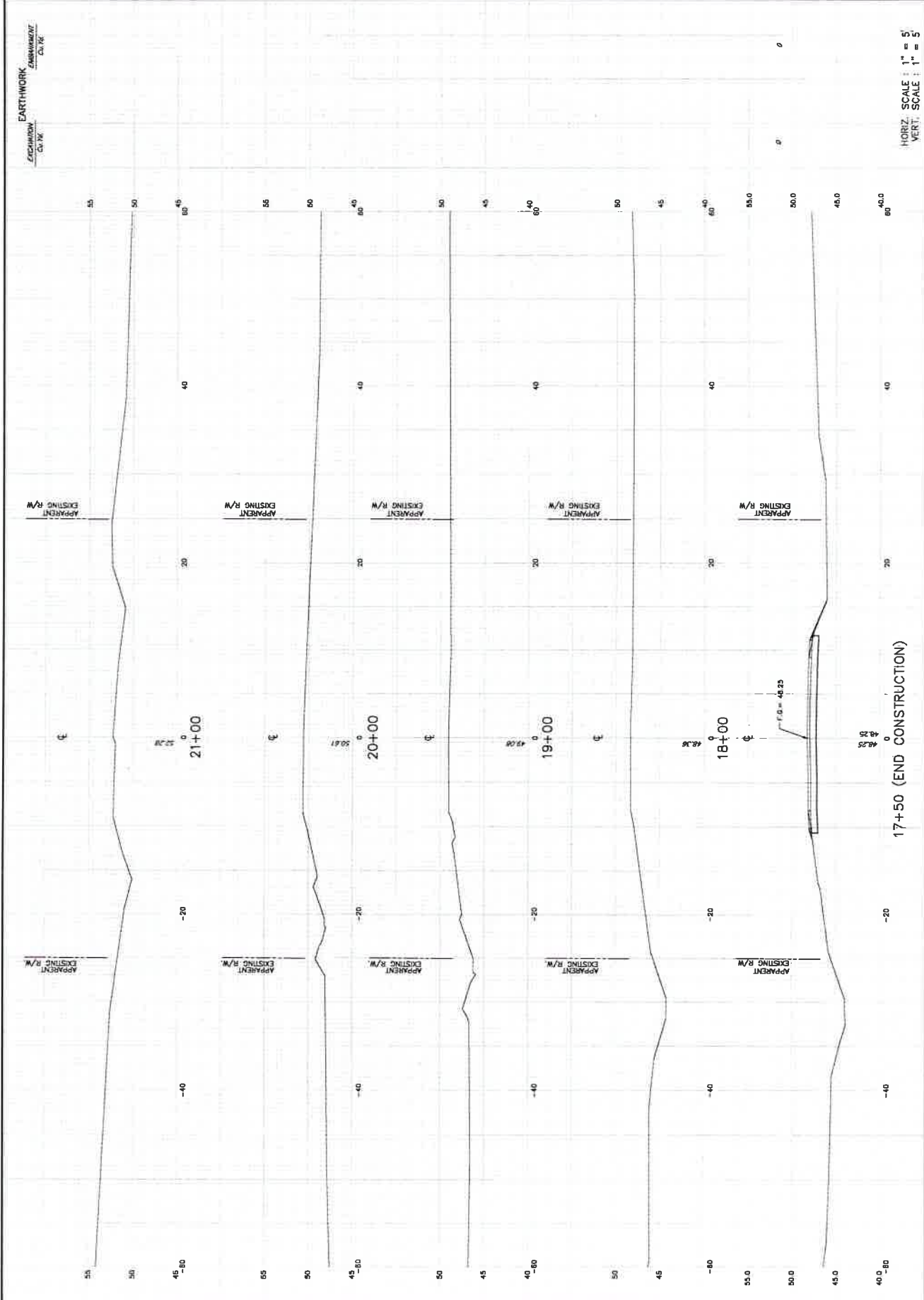
DOTI
DESIGN & CONSTRUCTION
INCORPORATING
TRANSPORTATION
CONSTRUCTION
MANAGEMENT
CONSULTANTS, INC.

HORIZ. SCALE 1" = 5'
VERT. SCALE 1" = 5'

EARTHWORK
 EXHIBIT
 SHEET 04.162



HORIZ. SCALE : 1" = 5'
 VERT. SCALE : 1" = 5'



T.P. RESOLUTION NO. R23-20

A RESOLUTION OF THE TANGIPAOHA PARISH COUNCIL-PRESIDENT
GOVERNMENT TO APPROVE THE DESIGN EXCEPTION AND DESIGN
WAIVERS FOR STATE PROJECT NO. H.014263–F.A.P. NO. H.014263 N. HOOVER
ROAD OVER UNNAMED CREEK FEDERAL AID OFF-SYSTEM HIGHWAY
BRIDGE PROGRAM

WHEREAS, in conjunction with State Project No. H.014263, F.A.P. No. H.014263 N. Hoover Road Bridge, the State of Louisiana, Department of Transportation and Development (“LaDOTD”) has requested that certain design exception and design waivers be approved by the parish;

WHEREAS, the Tangipahoa Parish Council-President Government finds it necessary for the spot replacement of an existing timber bridge on N. Hoover Road with a new concrete bridge and that in order to facilitate this construction the approval of the requested design exception and waivers is warranted.

BE IT RESOLVED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, in regular session that it does hereby approve the requested design exception and design waivers in State Project No. H.014263 regarding the “minimum shoulder width of two (2) feet”, “tapered barrier rails due to existing driveways within the foot print of the project”, and “Complete Streets criteria”, all as set forth more fully in the La. DOTD “Design Exception and Waiver Requests” set forth in attachments.

On motion by __ and seconded by __ the foregoing resolution was hereby declared adopted on this the 22nd day of May, 2023 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

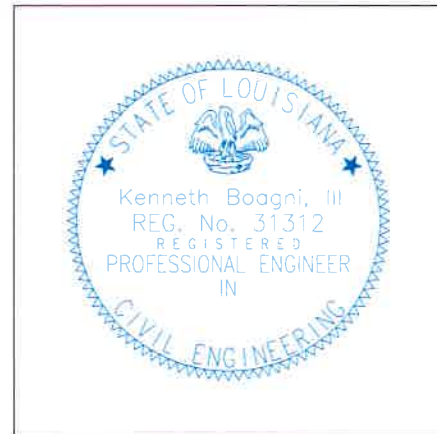
Jill DeSouge, Clerk of Council
Tangipahoa Parish Council

David P. Vial, Chairman
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish

Project Description

Project No.: H.014263
Route: N. Hoover Road
Project Name: N. Hoover Road / Unnamed Creek
Control Section: N/A
Parish: Tangipahoa



Seal

Description of Work: This Off-System Bridge (OSB) project includes the spot replacement of an existing timber bridge on N. Hoover Road in Tangipahoa Parish. The existing 3-span timber bridge is 24.25' wide x 58.0' long with timber piles and bents will be replaced with a 28' (clear) wide x 100' long concrete slab span bridge with concrete piles. Some additional right-way-is required.

Existing Roadway information:
Road type: Asphalt
Lanes: 2 @ 9.5'
Shoulders: None

General Information

Route and Design Classification:

- | | |
|--|---|
| <input type="checkbox"/> Freeway | <input checked="" type="checkbox"/> Urban |
| <input checked="" type="checkbox"/> Arterial/Collector | <input type="checkbox"/> Rural |
| <input type="checkbox"/> Local | |
| <input type="checkbox"/> Ramp | |

Traffic:

Posted Speed: 35 mph
Design Speed: 45 mph

Current ADT: 7,075 vpd (2021)
Design ADT: 10,500 vpd (2041)
D: 53 %
K: 11 %
T: 8 %

Work Classification

<u>Work Type</u>	<u>System</u>	<u>FHWA Involvement</u>
<input type="checkbox"/> New/Reconstruction	<input type="checkbox"/> NHS	<input type="checkbox"/> PoDI
<input type="checkbox"/> Major Rehabilitation	<input checked="" type="checkbox"/> Non-NHS	<input checked="" type="checkbox"/> Assumed
<input type="checkbox"/> Structural Improvement		<input type="checkbox"/> None
<input checked="" type="checkbox"/> Spot Replacement		
<input type="checkbox"/> Minor Rehabilitation		
<input type="checkbox"/> Preventative Maintenance		

Applicable Design Guideline: Minimum Design Guidelines, 3/6/2017

Provide supporting documentation/exhibits for the request. Exhibits should include title sheet and other plan sheets affected by the design exception (i.e., typical sections, geometric details, plan/profile sheets). Additional documentation should include correspondence from other sections, agencies, etc., as well as site photos.

1. Design Exception for the following criteria. Mark all requested.

Minimum Design Guideline Criteria

- | | |
|--|--|
| <input type="checkbox"/> Design Speed* | <input type="checkbox"/> Superelevation* |
| <input type="checkbox"/> Lane Width* | <input type="checkbox"/> Cross Slope* |
| <input type="checkbox"/> Shoulder Width* | <input type="checkbox"/> Grade* |
| <input type="checkbox"/> Shoulder Type | <input type="checkbox"/> Slopes |
| <input type="checkbox"/> Bridge Width | <input type="checkbox"/> Median Width |
| <input type="checkbox"/> Structural Capacity* | <input type="checkbox"/> Stopping Sight Distance* |
| <input type="checkbox"/> Vertical Clearance* | <input checked="" type="checkbox"/> Complete Streets |
| <input type="checkbox"/> Lateral Offset to Obstruction | <input type="checkbox"/> Horizontal Curve Radius** |
| <input type="checkbox"/> Clear Zone | |

* Controlling criteria for NHS Routes (<https://www.fhwa.dot.gov/design/standards/160505.cfm>)

° For PoDI only

2. Provide a synopsis of the scope of the project, the situation you are encountering and the problem you are attempting to mitigate.

The project is located on a parish road and intends to spot replace a narrow, structurally deficient timber bridge with a new concrete slab span bridge. In order to minimize the construction limits and R/W acquisition, meeting all minimum design guidelines is not attainable without substantial impacts to the project footprint and increased design/construction costs.

3. ***Describe the proposed design exception. Provide the proposed and standard values of the design exception criteria.***

- **Complete Streets**

Per the Minimum Design Guidelines, a complete street with sidewalks and bike lanes is required for roadways with an ADT above 1,000 vehicles per day. This design exception is to reconstruct the roadway and bridge without bike lanes and sidewalks, as there are no sidewalks or bike lanes adjacent to the existing roadway. The scope of this project is to spot replace a structurally deficient bridge and not reconstruct the majority of a substandard parish road.

4. ***Discuss the project's proposed roadway characteristics in comparison to the existing and the adjacent roadway sections.***

N. Hoover Road is an existing asphalt roadway with 2 lanes at approximately 9.5' wide and no shoulders, no sidewalk, no bike path, and has open ditches. It is classified as an Urban Minor Arterial roadway with a posted speed limit of 35 mph, a current ADT of 7,075 vpd and future ADT of 10,500 vpd. The existing bridge is a 3-span timber bridge with timber piles, bents, wingwalls and timber railing. There are currently no guardrails on the existing bridge approaches.

The proposed project reconstructs the asphalt roadway approaches and replaces the existing bridge with a 28' (clear) wide x 100' long concrete cast-in-place slab span bridge with concrete piles, concrete barrier railing, 75' guardrails on the northeast and southeast corners of the new bridge, and tapered barrier rails on the approach slabs of the northwest and southwest corners of the new bridge. The two tapered barrier rails are needed in lieu of guardrails due limited space with a driveway and an intersecting parish road. The proposed roadway matches the existing roadway width and widens out to 28' wide approximately 75' before and after the new structure. Two-foot wide shoulders will be provided along the entire length of the roadway transition and tapering to zero at 75' before and after the bridge. The new roadway will generally match the existing horizontal and vertical roadway alignment.

5. ***Discuss alternatives to the exception that were considered.***

Alternatives were considered to follow the 20217 Minimum Design Guidelines to include sidewalks and bike paths. However, this alternative would require a significant increase in R/W acquisition, project footprint, and overall construction cost. Also, these sidewalks and bike paths would abruptly end on each side of the project, as there are no existing sidewalks or bike paths along the roadway.

6. ***Provide a safety review of the project comparing the existing conditions to the conditions proposed in this design exception. All design exceptions must have a safety review and crash review.***

The existing road is an asphalt road that has 9.5' lanes, no shoulders, no sidewalk, no bike paths, and has open ditches with steep side slopes. The existing bridge is a structurally deficient timber bridge with timber piles and short timber railing with no guardrails on the existing bridge approaches. See attached photos.

The proposed road will have 12' paved lanes with 2' paved shoulders and some subsurface drainage with 4:1 fore slopes and 3:1 back slopes. The proposed bridge will be a 5-Span concrete slab span bridge with concrete piles, concrete barrier railing, and sloped abutments. The new bridge will also have 75' guardrails with flared end treatments on two corners, with tapered concrete barrier rails on the remaining two corners. The proposed bridge and roadway will be safer than the existing bridge and roadway.

7. ***Discuss the cost of the project and the cost differential between proposed design and a design that would meet guidelines.***

A rough estimate of the increased construction cost would be an additional \$300,000. This would include widening the roadway more than it already has been, adding sidewalks and bike paths that do not have anywhere to connect to, and lengthening the project to accommodate the transitions back to the existing roadway. Additional R/W acquisition costs are not included in this estimate.

8. ***Discuss impacts, other than costs, of bringing the features up to guidelines (such as operational performance, impacts to other design features, right-of-way, community, environmental, historical features, usability by all modes of transportation, construction issues, etc.)***

The main issue with bringing the roadway into full compliance other than cost, would be the acquisition of additional R/W and having sidewalks and bike paths that would abruptly end on each side of the project (i.e. no existing sidewalks or bike paths to connect to).

9. ***Discuss proposed mitigation to address design exception feature. Some possible countermeasures may include advisory signs, lighting, guardrail, signing, rumble strips, future work to address design exception, incremental improvement, etc.***
See link: [FHWA - Mitigation Strategies for Design Exceptions](#)

A larger effort could be made to widen the roadway to meet the 2017 Minimum Design Guidelines. The existing roadway lane widths could be adjusted, and shoulders, sidewalks and bike paths could be constructed. However, these additional efforts would require parish assistance and are not considered feasible within the Off-System Bridge Replacement Program.

Design Exception Request



Project No.: H.014263

Design exception for: Complete Streets

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Choose an item.

Required Signatures

Prepared by: Design Engineer KENNETH BOAGNI, III, PE, PLS		Title: Sr. Project Manager	
Signature: 	Date: 05/02/2023		

For District or Permit Projects:

Recommended by: ADA of Engineering Please Print	
Signature:	Date:

For LPA Projects:

Recommended by: Responsible Charge Please Print	
Signature:	Date:

Approved by: Chief Executive Authority Please Print	
Signature:	Date:

For All Projects:

Recommended by: DOTD Project Manager Please Print	
Signature:	Date:

Recommended by: Road Design Engineer Administrator (for roadway criteria) Please Print	
Signature:	Date:

Recommended by: Bridge Design Engineer Administrator (for bridge criteria) Please Print	
Signature:	Date:

Approved by Chief Engineer: Please Print	
Signature:	Date:

Approved by: FHWA; Title Only required at FHWA request – See Stewardship Agreement	
Signature:	Date:



View of upstream section of existing structure.



Looking north from the bridge at the north approach.



Looking south from the bridge at the south approach.

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND LAYOUT MAP
2	TYPICAL SECTIONS & DETAILS
3 - 36	SUMMARY SHEETS
4	PLAN-PROFILE SHEET
5	REFERENCE POINTS AND BENCH MARKS
6	EMBANKMENT WIDENING AND GUARD RAIL DETAILS
7	EROSION CONTROL PLAN
8	EXISTING DRAINAGE MAP
9	SUMMARY OF DRAINAGE STRUCTURES
10 - 11	MINIMUM CONSTRUCTION SIGNING
BRIDGE PLANS	
101	GENERAL BRIDGE PLAN
102	FILE DATA AND NOTES
103	FOUNDATION LAYOUT
104	GEOTECHNICAL EXPLORATION LOGS
105	BD.2.5.1.0.01 (CS-216)
106 - 116	BRIDGE DETAILS (PSS-60-28-20SL)
117	BD.2.6.1.14.02 (BR-02)
118	BD.2.6.1.14.04 (BR-05, 1 of 2)
119	BD.2.6.1.14.05 (BR-05, 2 of 2)
120	YP-01
121	BD.2.11.1.0.0.01 (CONC. SURFACE FIN.)
122	BD.2.11.1.0.0.02 (CONC. SURFACE FIN.)
123	BD.2.10.1.0.0.07 (ASD-SS)
124	BD.2.11.3.2.0.01 (FR-01)

STANDARD PLANS	REV. DATE
BM-01	11-16-21
CB-01	11-02-00
DW-01	08-04-22
EC-01	10-01-08
GR (MASH) ON SYSTEM	01-03-19
GR (MASH) OFF SYSTEM	01-03-19
HS-03	04-07-14
MB-01	04-04-22
MC-01	05-25-18
PC-01	07-26-21
PM-01	02-28-19
SAM-1	10-05-05
SW-01	10-25-22
SWBS-100	03-06-13
TTC-00(A,B,C,D)	07-02-18

CROSS SECTIONS
401 - 408
TOTAL SHEETS = 83

TRAFFIC DATA

PROJECT NO.	A.D.T.	ROWY. CLASS	DESIGN SPEED	POSTED SPEED
H-014263	7,075 (2021) 10,500 (2041)	URBAN MINOR ARTERIAL	45 MPH	35 MPH

SCHEDULE OF REVISIONS

DATE	REVISION	DATE	RECOMMENDED DATE	APPROVED

TYPE OF CONSTRUCTION:
ASPHALT CONCRETE OVER CLASS II BASE COURSE
CONCRETE SLAB SPAN BRIDGE

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

FEDERAL AID OFF-SYSTEM
HIGHWAY BRIDGE PROGRAM
F.A.P. NO. H014263
STATE PROJECT NO. H.014263
N. HOOVER ROAD
OVER UNNAMED CREEK
STRUCTURE NO. 625300000625301
RECALL NO. 625301

TANGIPAHOA PARISH



LAYOUT MAP
SCALE: 1 INCH = 1 MILE

DATUM USED: NAD '83 - LOUISIANA SOUTH ZONE
ELEVATIONS ARE NAVD '88 (GEOID 18)
MAG. VAR.: 4° 30' E
BEARINGS ARE: GRID
LEVEL BOOKS: 400-955
PLAN: 1" = 50'
SCALE: PROFILE: HOR. 1" = 50'
VERT. 1" = 5'

NOTE: 2016 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT

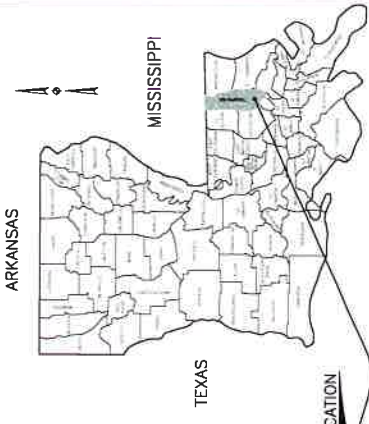
DATE	BY	DESCRIPTION
05-01-2023	TANGIPAHOA	



NO.	DATE	DESCRIPTION



TITLE SHEET
AND LAYOUT MAP



VICINITY MAP

POSSIBLE AIR TRAFFIC IN VICINITY OF THE PROJECT LOCATION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING FAA PERMIT, IF REQUIRED.

DESIGN EXCEPTION:
TANGIPAHOA PARISH COUNCIL ADOPTED RESOLUTION NO. 17-017 ON JULY 18, 2017, WHICH DESIGNATED COMPLETE STREETS WITH A 3% GRADE FOR PER DAY, BIKE LANES AND SIDEWALKS ARE REQUIRED. THIS PROJECT IS DESIGN WITH NO BIKE LANES AND SIDEWALKS.

RECOMMENDED FOR APPROVAL:

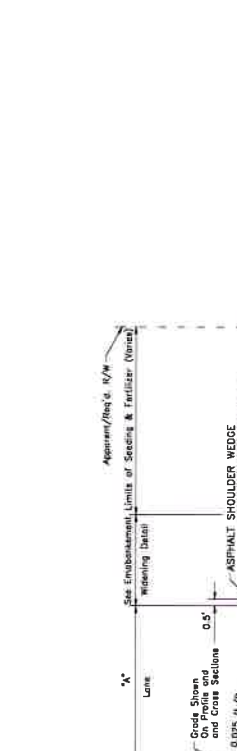
MORGAN GOUDEAU & ASSOC., INC.
DATE: 05/01/2023

APPROVED

D.O.T.D. CHIEF ENGINEER
DATE: _____

STATE PROJECT NUMBER	DESCRIPTION	STA. TO STA.	GROSS LENGTH		EXCEPTION		BRIDGE LENGTH		ROADWAY LENGTH			
			FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	FEET	MILES
H-014263	13+05.00 TO 17+50.00		445.00		100.00	0.019	100.00	0.019	345.00	0.065		
TOTAL LENGTH OF BRIDGES					100.00	0.019						
TOTAL LENGTH OF ROADWAY									345.00	0.065		
TOTAL MILES											0.084	

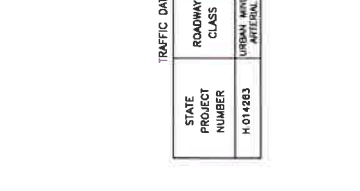
STATION	TYPICAL SECTION NUMBER	WIDTH 'A' (FEET)	WIDTH 'B' (FEET)	WIDTH 'C' (FEET)	WIDTH 'D' (FEET)	WIDTH 'E' (FEET)	SLOPE	ASPH. CONC. THICKNESS	
							Wearing Course (INCHES)	Binder Course (INCHES)	
13+00.00	14+04.00	1	9.8-14.0	7.00-0.0	1.17	4.1	3:1	1 1/2"	2"
14+04.00	14+09.00	1	14.00	0.00		4.1	3:1	1 1/2"	2"
14+09.00	16+54.00	1	14.00	0.00		4.1	3:1	1 1/2"	2"
16+54.00	17+50.00	1	14.0-9.8	0.0-2.00	1.17	4.1	3:1	1 1/2"	2"



- ① Asphalt Concrete Wearing Course (1 1/2" Thickness) (LEVEL 1)
- ② Asphalt Concrete Binder Course (2" Thickness) (LEVEL 1)
- ③ 8 1/2" Class II Base Course (Asphalt Concrete Base on Embankment Layer)

GENERAL NOTES

1. THE GRADING SECTION TO BE USED AT ANY PARTICULAR LOCATION SHALL BE AS SHOWN ON CROSS-SECTIONS UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.
2. ALL DIMENSIONS SHOWN ARE DESIGN DIMENSIONS AND WILL BE FOLLOWED TO THE NEAREST PRACTICAL LIMITS IN THE FIELD AS DETERMINED BY THE PROJECT ENGINEER IF TOLERANCES ARE NOT OTHERWISE SPECIFIED.
3. ALL DIMENSIONS SHOWN ON TYPICAL SECTIONS ARE COMPACTED DIMENSIONS.
4. ALL LOAD POSTING SIGNS SHALL BE SALVAGED AND RETURNED TO THE PARISH. PAVEMENT WILL BE INCLUDED IN ITEM 205-02-04601.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING STREAM FLOW DURING CONSTRUCTION AS DIRECTED BY THE PROJECT ENGINEER.
6. TEMPORARY EROSION CONTROL WILL INCLUDE SILT FENCE, SEDIMENT CHECK DAMS (HAY), HAY BALES, SLOPE DRAINS, AND INLET SILT TRAPS.
7. WHEN STONE OR RPCC BASE IS USED, GEOTEXTILE FABRIC IS REQUIRED AND IS INCLUDED IN THE BASE COURSE ITEM.
8. PAVEMENT MARKINGS ARE REQUIRED (SEE DETAIL OF STD. PLAN PM-01).



EXISTING STRUCTURE:
 J SPAN TIMBER BRIDGE 24.25' WIDE x 58.00' LONG
 STRUCTURE NO. 62300000920491
 RECALL NO. 168669

REQUIRED STRUCTURE:
 5-20' CONCRETE SLAB SPAN BRIDGE
 20' WIDE x 58' LONG
 STRUCTURE NO. 62300000923301
 RECALL NO. 625301

ADT = 10,500
 CALLS ROWY = URBAN MINOR ARTERIAL
 DESIGN SPEED = 45 MPH
 POSTED SPEED = 35 MPH

HYDRAULIC DATA - EXISTING STRUCTURE

DRAINAGE AREA = 2.795 SQ. MILES
BACK SLOPE = 5.15 FT./MI.
FLOOD FREQUENCY (YRS) 25 100
DISCHARGE (CFS) 1033 1431
DESIGN WATER SURFACE ELEV.(FT) 17.00 18.53
AVERAGE VELOCITY (FPS) 3.54 3.37
CHANNEL VELOCITY (FPS) 4.35 4.33
BACKWATER (FT) 0.04 0.05

HYDRAULIC DATA - PROPOSED STRUCTURE

DRAINAGE AREA = 2.795 SQ. MILES
BACK SLOPE = 5.15 FT./MI.
FLOOD FREQUENCY (YRS) 25 100
DISCHARGE (CFS) 1033 1431
DESIGN WATER SURFACE ELEV.(FT) 15.99 18.53
AVERAGE VELOCITY (FPS) 1.92 2.14
CHANNEL VELOCITY (FPS) 867.10 867.10
AREA OF DRAINING (SQ.FT.) 9.03 9.03
SOIL VELOCITY (FT) 1.24 1.24

SOIL BORING LOCATIONS

PROJ. #	ADDED CL.
B-01	11+86.35 8.49' R.
B-02	16+11.80 3.99' L.

UTILITIES:

TELEPHONE
 AT&T
 C/O STEPHEN BERGERON
 2333 INDUSTRIAL PARK
 CHARLOTTE, NC 28217
 PHONE: 985-705-5209

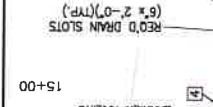
ELECTRIC
 ENTERGY
 2200 W. CHURCH ST.
 CHARLOTTE, NC 28203
 PHONE: 985-305-3895

GAS
 C/O JEFF RAIFORD
 720 S. MORRISON BLVD.
 CHARLOTTE, NC 28203
 PHONE: 985-345-9416

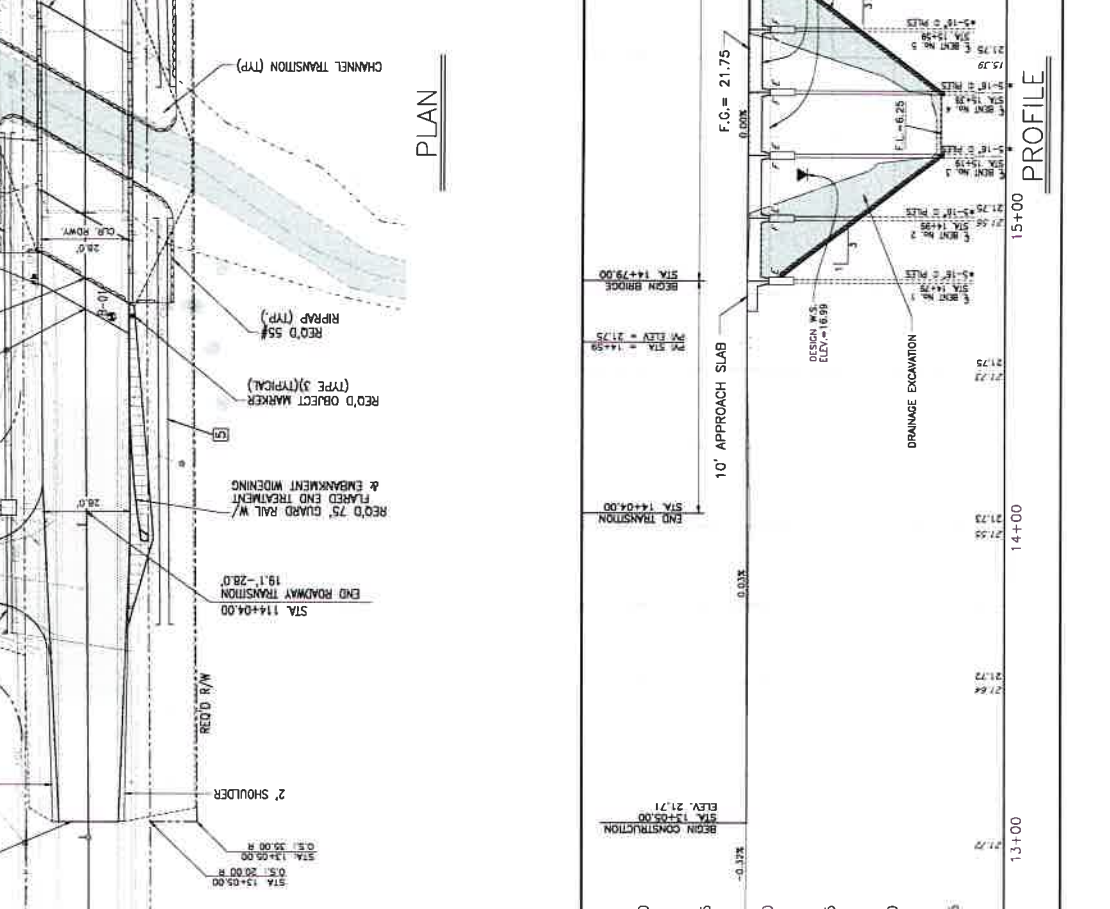
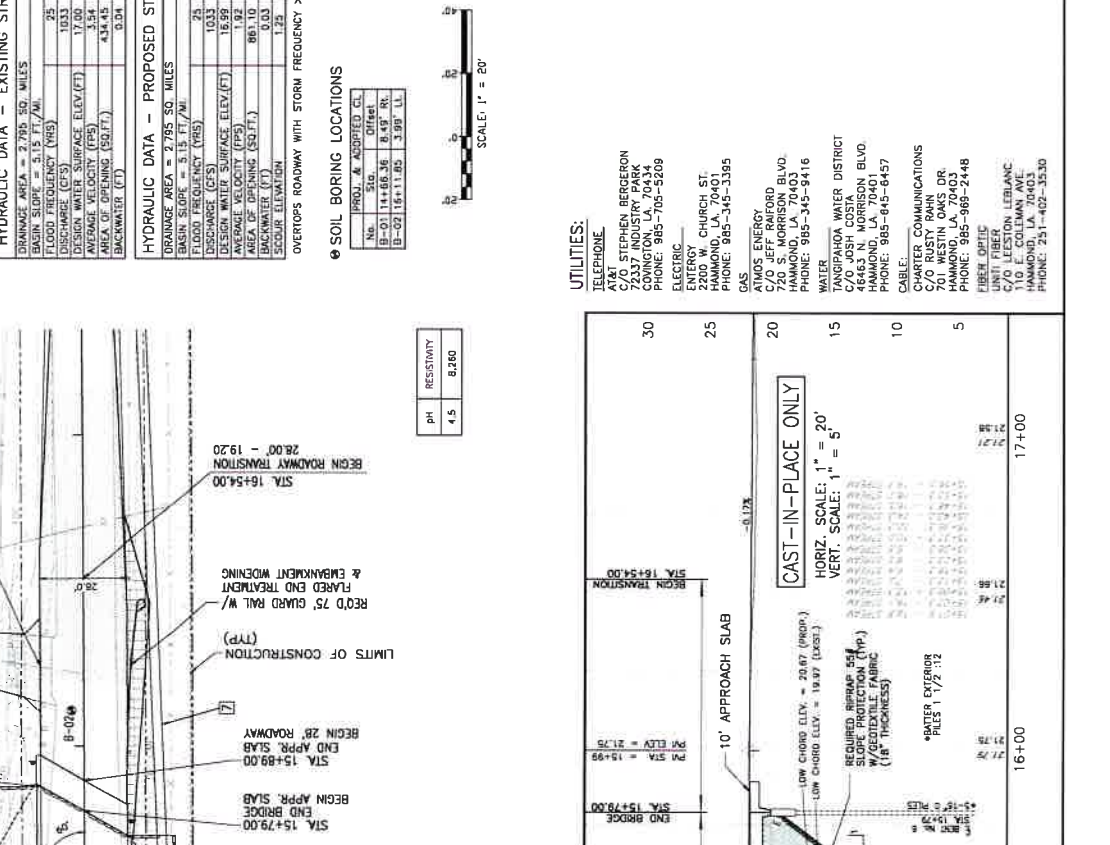
WATER
 TANGIAPHORA WATER DISTRICT
 C/O JOSH COSTA
 48463 N. MORRISON BLVD.
 CHARLOTTE, NC 28217
 PHONE: 985-845-8457

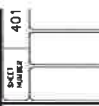
CABLE
 CHARTER COMMUNICATIONS
 C/O RUSTY RAIN
 701 WESTIN OAKS DR.
 CHARLOTTE, NC 28217
 PHONE: 985-989-2448

FIBER OPTIC
 UNIT FIBER
 C/O LESTON LEBLANC
 10 HUNTERDALE LANE
 HUNTERDALE, NC 28217
 PHONE: 731-402-3530



PH	RESISTIVITY
4.5	8,280





EARTHWORK
 EXCAVATION
 CUT

401

13+05

13+68

13+95

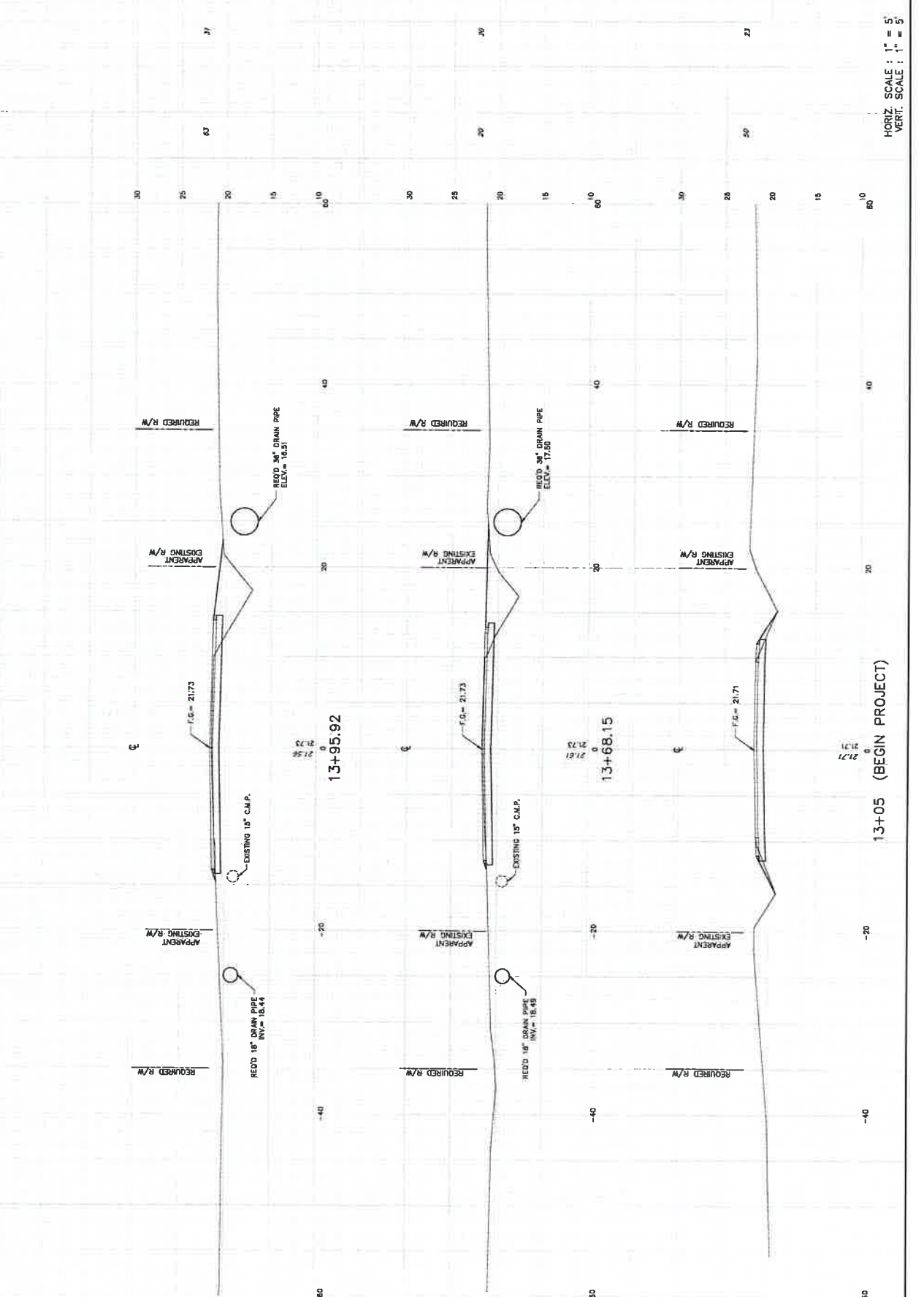
14+00

14+25

14+50

14+75

15+00



VERT. SCALE : 1" = 5'

13+05 (BEGIN PROJECT)

13+68.15

13+95.92

14+00

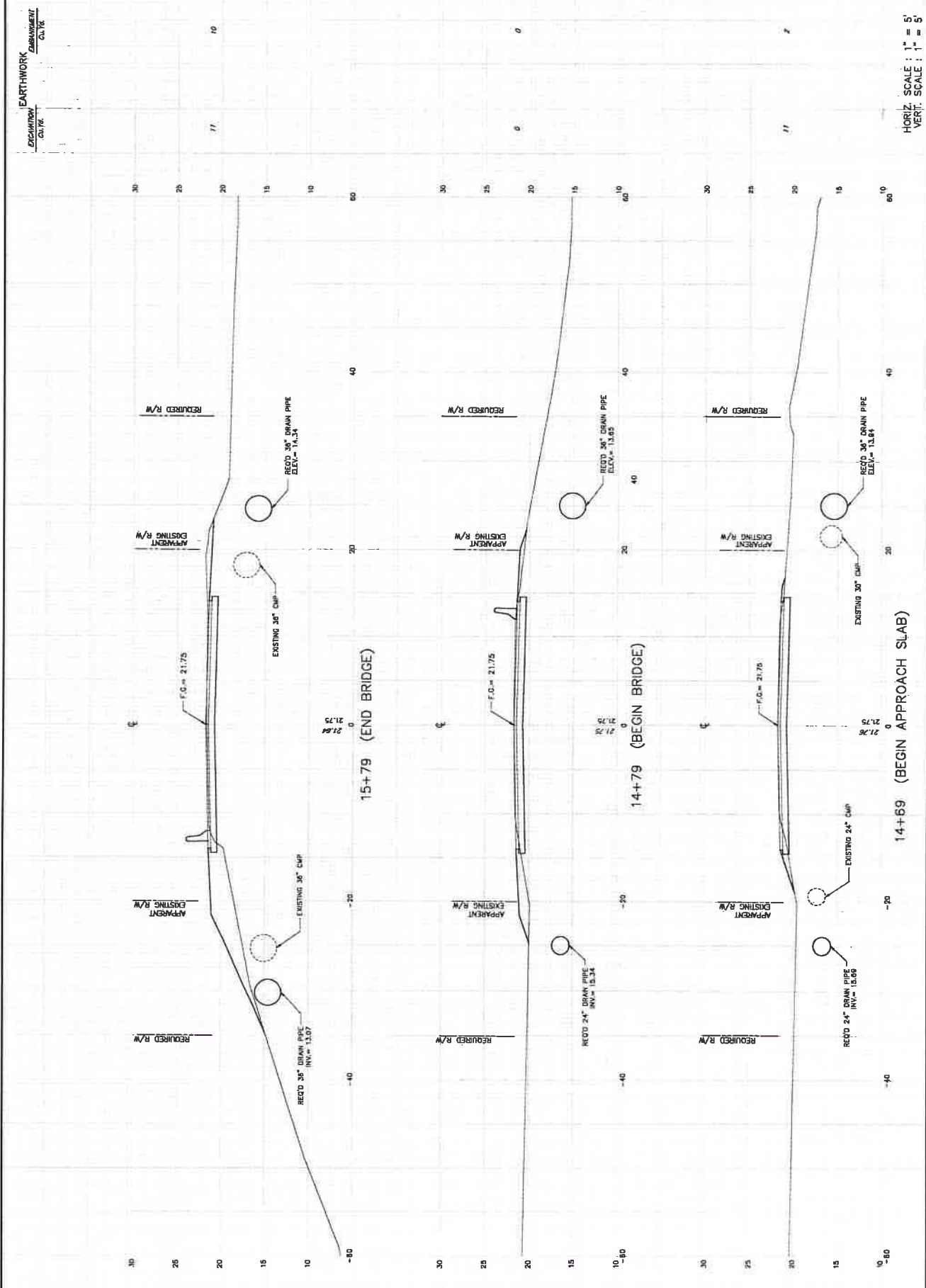
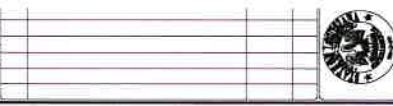
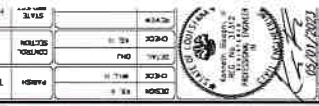
14+25

14+50

14+75

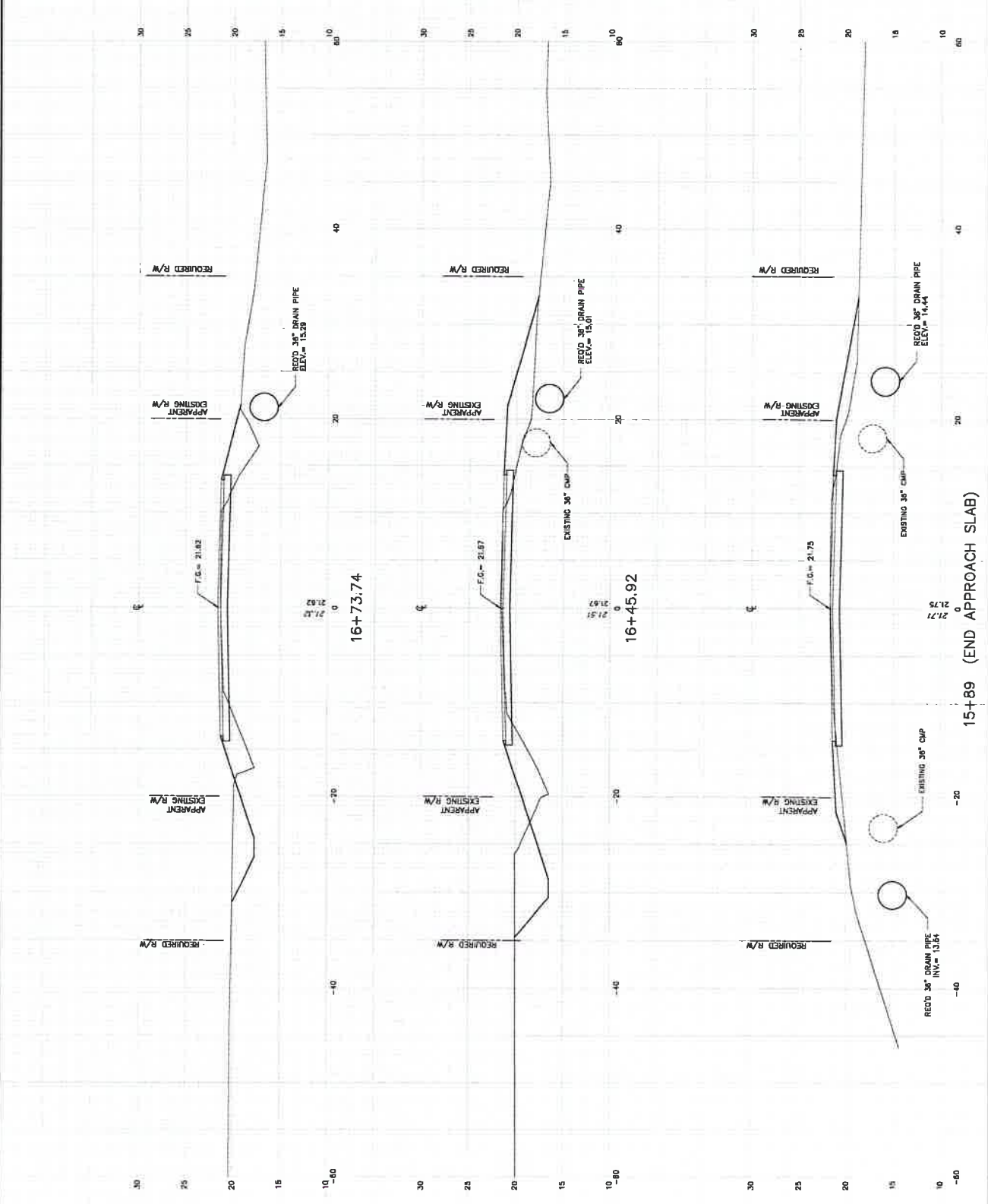
15+00

DESIGN	DATE	BY
CHKD	DATE	BY
APP'D	DATE	BY
PROJECT	TANCIPIAHUA	
SECTION		
SCALE	H: 1" = 20'	



HORIZ. SCALE : 1" = 5'
 VERT. SCALE : 1" = 5'

EARTHWORK
Excavation
CUT

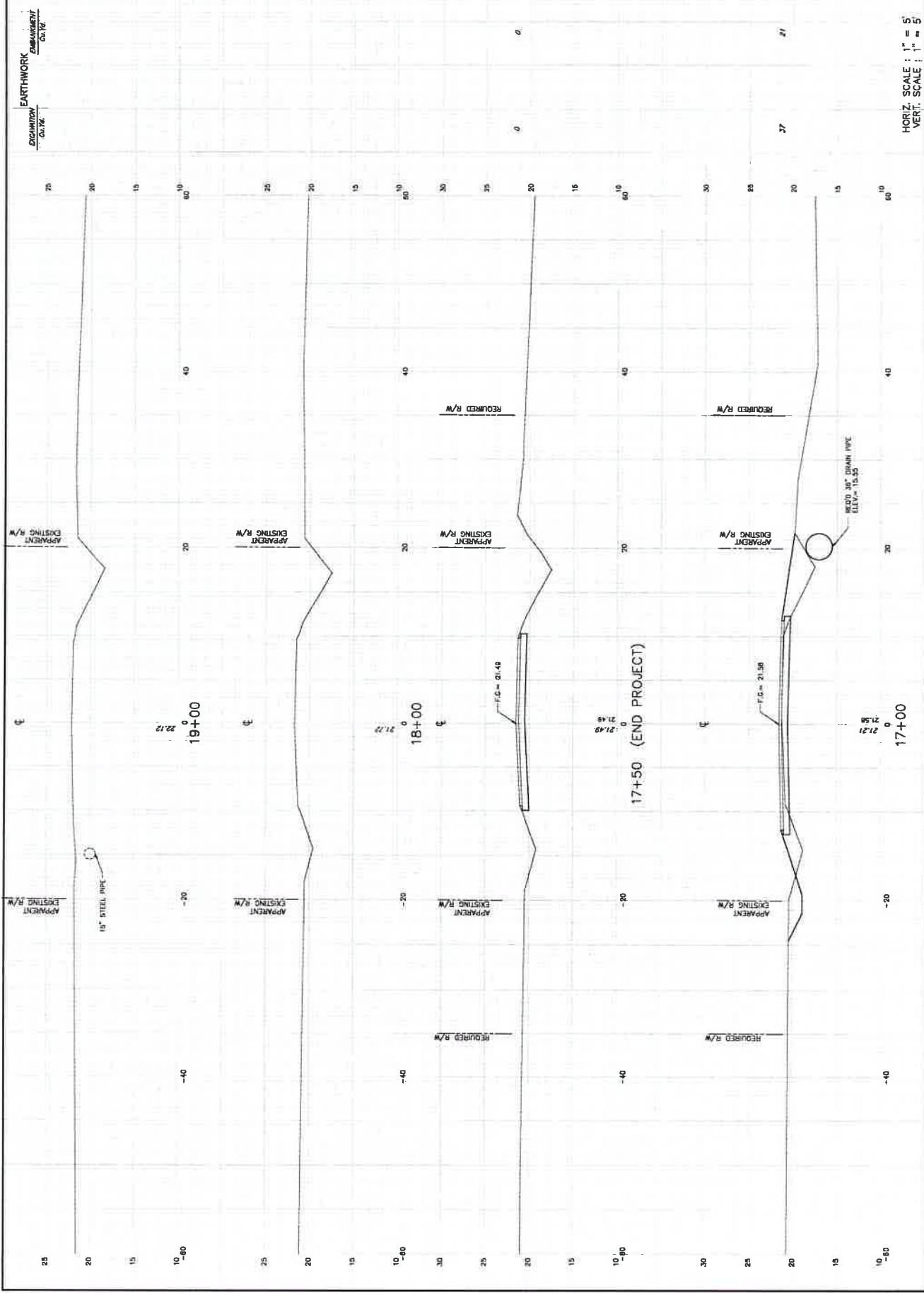


403
PROJECT NO.

STATE	MD
SECTION	
PANEL	TANCI-PAHOA
DATE	08/11/2007

403
TANCI-PAHOA
DATE: 08/11/2007





HORIZ. SCALE : 1" = 5'
 VERT. SCALE : 1" = 5'

DESIGN WAIVER REQUEST

Project Description

Project No.: H.014263
Control Sec.: N/A
Project Name: N. Hoover Road / Unnamed Creek
Route: N. Hoover Road
Parish: Tangipahoa



Seal

Description of Work: This Off-System Bridge (OSB) project includes the spot replacement of an existing timber bridge on N. Hoover Road in Tangipahoa Parish. The existing 3-span timber bridge is 24.25' wide x 58.0' long with timber piles and bents will be replaced with a 28' (clear) wide x 100' long concrete slab span bridge with concrete piles. Some additional right-way-is required.

Existing Roadway information:
Road type: Asphalt
Lanes: 2 @ 9.5'
Shoulders: None

Provide supporting documentation/exhibits for the request. Exhibits should include title sheet and other plan sheets affected by the design waiver (i.e., typical sections, geometric details, plan/profile sheets). Additional documentation should include correspondence from other sections, agencies, etc., as well as site photos.

General Information:

1. *Reason for waivers*

- EDSM (EDSM II.3.1.4 – Tapered Barrier Rail on two bridge quadrants)
- MANUAL
- OTHER (2017 Minimum Design Guidelines – Acceptable Shoulder Width)

2. *Provide a synopsis of the scope of the project, the situation you are encountering and the problem you are attempting to mitigate.*

Provide description.

N. Hoover Road is an existing asphalt roadway with 2 lanes at approximately 9.5' wide and no shoulders, no sidewalk, no bike path, and has open ditches. It is classified as an Urban Minor Arterial roadway with a posted speed limit of 35 mph, a current ADT of 7,075 vpd and future ADT of 10,500 vpd. The existing bridge is a 3-span timber bridge with timber piles, bents, wingwalls and timber railing. There are currently no guardrails on the existing bridge approaches.

The proposed project reconstructs the asphalt roadway approaches and replaces the existing bridge with a 28' (clear) wide x 100' long concrete cast-in-place slab span bridge with concrete piles, concrete barrier railing, 75' guardrails on the northeast and southeast corners of the new bridge, and tapered barrier rails on the approach slabs of the northwest and southwest corners of the new bridge. The two tapered barrier rails are needed in lieu of guardrails due limited space with a driveway and an intersecting parish road. The proposed roadway matches the existing roadway width and widens out to 28' wide approximately 75' before and after the new structure. Two-foot wide shoulders will be provided along the entire length of the roadway transition and tapering to zero at 75' before and after the bridge. The new roadway will generally match the existing horizontal and vertical roadway alignment.

3. *Describe the proposed design waivers. Provide the proposed and standard values of the design waiver criteria.*

Design Waiver No.1 – EDSM II.3.1.4 (Guardrail):

New AASHTO MASH criteria for urban bridges with design speeds of 45 mph or less, require the use of standard guardrail length of 75' to be used on the four (4) quadrants of the bridge. Due to the existence of driveways on two (2) quadrants (Northwest and Southwest) of the bridge, and the lack of feasibility of the T-intersection guardrail configuration or Impact Attenuator, per EDSM II.3.1.4, a tapered barrier rail is recommended at this location and requires a design waiver per EDSM II.3.1.4.

Design Waiver No. 2 – 2017 Minimum Design Standards (Shoulder Width):

Based on the Design Report prepared for this project using 2017 Minimum Design Guidelines, the preferred shoulder width is 8' and the acceptable shoulder width is 2'. There are no existing shoulders on this roadway, and the acceptable shoulder width of 2' will be provided in this project and requires a design waiver of the 2017 Minimum Design Standards per the verbiage of the Design Report.

4. *Photos of the existing project:*



View of upstream section of existing structure.



Looking north from the bridge at the north approach.



Looking south from the bridge at the south approach.

Required Signatures

Recommended by: DESIGNER Kenneth Boagri III <i>KRB</i>	Date: 05/02/2023
Signature:	

For LPA Projects:

Recommended by: Responsible Charge Please Print <i>Please Print</i>	Date:
Signature:	
Approved by: Chief Executive Authority Please Print	Date:
Signature:	

For All Projects:

Recommended by: Position <i>Please Print</i>	Date:
Signature:	
Recommended by: DOTD Project Manager <i>Please Print</i>	Date:
Signature:	
Approved by: Applicable DOTD Section Head <i>Please Print</i>	Date:
Signature:	

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET AND LAYOUT MAP
2	TYPICAL SECTIONS & DETAILS
3 - 3a	SUMMARY SHEETS
4	PLAN-PROFILE SHEET
5	REFERENCE POINTS AND BENCH MARKS
6	EMBANKMENT WIDENING AND GUARD RAIL DETAILS
7	EROSION CONTROL PLAN
8	EXISTING DRAINAGE MAP
9	SUMMARY OF DRAINAGE STRUCTURES
10 - 11	MINIMUM CONSTRUCTION SIGNING

BRIDGE PLANS

101	GENERAL BRIDGE PLAN
102	PILE DATA AND NOTES
103	FOUNDATION LAYOUT
104	GEOTECHNICAL EXPLORATION LOGS
105	BD.2.5.1.0.0.1 (CS-216)
106 - 116	BRIDGE DETAILS (PSS-60-28-20SL)
117	BD.2.6.1.14.02 (BR-02)
118	BD.2.6.1.14.04 (BR-05, 1 of 2)
119	BD.2.6.1.14.05 (BR-05, 2 of 2)
120	YP-01
121	BD.2.11.1.0.0.0.1 (CONC. SURFACE FIN.)
122	BD.2.11.1.0.0.0.2 (CONC. SURFACE FIN.)
123	BD.2.10.1.0.0.7 (ASD-SS)
124	BD.2.11.3.2.0.1 (FR-01)

STANDARD PLANS

REV.	DATE
201 - 202	11-16-21
203	11-02-00
204 - 206	08-04-22
207 - 208	10-01-08
209 - 219	01-03-19
220	01-03-19
221	04-07-14
222 - 223	04-04-22
224 - 229	05-25-18
230	07-26-21
231	02-28-19
232 - 233	10-05-05
234	10-25-22
235	03-06-13
236 - 239	07-02-18

CROSS SECTIONS

401 - 408

TOTAL SHEETS = 83

TRAFFIC DATA

PROJECT NO.	A.D.T.	RDWY. CLASS	DESIGN SPEED	POSTED SPEED
H014263	7,075 (2021) 10,500 (2041)	URBAN MINOR ARTERIAL	45 MPH	35 MPH

SCHEDULE OF REVISIONS

DATE	REVISION	DATE	RECOMMENDED DATE	APPROVED

TYPE OF CONSTRUCTION:

ASPHALT CONCRETE OVER CLASS II BASE COURSE
CONCRETE SLAB SPAN BRIDGE

DATUM USED: NAD '83 - LOUISIANA SOUTH ZONE

ELEVATIONS ARE NAVD '88 (GEOID 18)

MAG. VAR.: 4° 30' E

BEARINGS ARE: GRID

LEVEL BOOKS: 400-955

PLAN: 1" = 50'

SCALES: PROFILE: HOR. 1" = 50'

VERT. 1" = 5'

NOTE: THE 2016 EDITION OF THE LOUISIANA DOTD STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

FEDERAL AID OFF-SYSTEM
HIGHWAY BRIDGE PROGRAM
F.A.P. NO. H014263
STATE PROJECT NO. H.014263
N. HOOVER ROAD
OVER UNNAMED CREEK
STRUCTURE NO. 625300000625301
RECALL NO. 625301

TANGIPAHOA PARISH

STA. 13+05.00
BEGIN S.P. NO. H.014263

BRIDGE SITE: 100'
5' x 20' CONCRETE SLAB SPANS

STA. 17+50.00
END S.P. NO. H.014263



LAYOUT MAP



LENGTH OF PROJECT

STATE PROJECT NUMBER	DESCRIPTION	STA. TO STA.	GROSS LENGTH		EXCEPTION		BRIDGE LENGTH		ROADWAY LENGTH	
			FEET	FEET	FEET	FEET	MILES	MILES	FEET	MILES
H.014263	13+05.00 TO 17+50.00		445.00		100.00	0.019	100.00	0.019	345.00	0.065
TOTAL LENGTH OF BRIDGES					100.00	0.019				
TOTAL LENGTH OF ROADWAY									345.00	0.065
TOTAL MILES										0.084

RECOMMENDED FOR APPROVAL:

MORGAN GOUDEAU & ASSOC., INC.

DATE: 05/01/2023

APPROVED

D.O.T.D. CHIEF ENGINEER

DATE: _____

REV.	DATE	DESCRIPTION
0050	02/21/23	TANGIPAHOA
0040	02/21/23	TANGIPAHOA
0030	02/21/23	TANGIPAHOA
0020	02/21/23	TANGIPAHOA
0010	02/21/23	TANGIPAHOA



TITLE SHEET
AND LAYOUT MAP

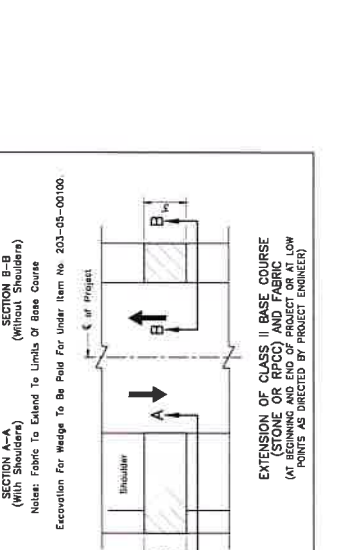


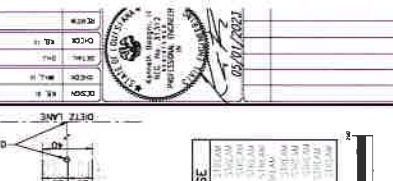
STATION	TYPICAL SECTION NUMBER	WIDTH 'A' (FEET)	WIDTH 'B' (FEET)	WIDTH 'C' (FEET)	WIDTH 'D' (FEET)	WIDTH 'E' (FEET)	SLOPE	ASPH. CONC. THICKNESS	
							WEARING COURSE (INCHES)	BINDER COURSE (INCHES)	
13+05.00	1	9.6-14.0	2.00-0.0			1.17	4:1 3:1	1 1/2	2
14+04.00	1	14.00	0.00				4:1 3:1	1 1/2	2
14+08.00	1	14.00	0.00				4:1 3:1	1 1/2	2
16+54.00	1	14.00	0.00				4:1 3:1	1 1/2	2
17+20.00	1	14.0-8.8	0.0-2.00			1.17	4:1 3:1	1 1/2	2

TRAFFIC DATA

STATE PROJECT NUMBER	ADT
H-01483	URBAN MICHIGAN 7,073 (2021) 10,350 (2011)

- GENERAL NOTES
1. THE GRADING SECTION TO BE USED AT ANY PARTICULAR LOCATION SHALL BE AS SHOWN ON CROSS-SECTIONS UNLESS OTHERWISE DIRECTED BY THE PROJECT ENGINEER.
 2. ALL DIMENSIONS SHOWN ARE DESIGN DIMENSIONS AND WILL BE FOLLOWED TO THE NEAREST PRACTICAL LIMITS IN THE FIELD AS DETERMINED BY THE PROJECT ENGINEER IF TOLERANCES ARE NOT OTHERWISE SPECIFIED.
 3. ALL DIMENSIONS SHOWN ON TYPICAL SECTIONS ARE COMPACTED DIMENSIONS.
 4. ALL LOAD POSTING SIGNS SHALL BE SALVAGED AND RETURNED TO THE PARISH PAYMENT WILL BE INCLUDED IN ITEM 202-02-04501.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING STREAM FLOW DURING CONSTRUCTION AS DIRECTED BY THE PROJECT ENGINEER.
 6. TEMPORARY EROSION CONTROL WILL INCLUDE SILT FENCE, SEDIMENT CHECK DAMS (HAY), HAY BALES, SLOPE DRAINS, AND INLET SILT TRAPS.
 7. WHEN STONE OR RPCC BASE IS USED, GEOTEXTILE FABRIC IS REQUIRED AND IS INCLUDED IN THE BASE COURSE ITEM.
 8. PAVEMENT MARKINGS ARE REQUIRED (SEE DETAIL OF STD. PLAN PM-01).





PROPOSED DRAINAGE STRUCTURES TABLE

1	STA. 13+86, 25.0' LT.	3	STA. 14+05.5, 25.0' LT.
2	STA. 14+05.5, 25.0' LT.	4	STA. 14+85, 25.0' LT.
3	STA. 14+85, 25.0' LT.	5	STA. 14+33, 25.0' RT.
4	STA. 14+33, 25.0' RT.	6	STA. 16+05, 30.0' LT.
5	STA. 16+05, 30.0' LT.	7	STA. 16+49.5, 22.5' RT.

LEGEND

[Symbol]	RECD ASPHALT PAVEMENT
[Symbol]	EMBANKMENT WEENING
[Symbol]	CHANNEL TRANSITION
[Symbol]	GRAVEL DRIVE

UTILITIES

TELEPHONE	AT&T
TELEPHONE	STERGEN BERGERSON
TELEPHONE	7237 INDUSTRIAL PARK
TELEPHONE	COVINGTON, LA, 70434
TELEPHONE	PHONE: 985-705-5209

LEGEND - EXISTING TOPOGRAPHY

[Symbol]	IRON ROD FOUND
[Symbol]	IRON ROD SET
[Symbol]	CALCULATED CORNER
[Symbol]	POWER POLE AND LINE
[Symbol]	BUY ANCHOR
[Symbol]	WATER LINE
[Symbol]	WATER MAIN
[Symbol]	TELEPHONE LINE
[Symbol]	TELEPHONE PEDestal
[Symbol]	FIBER OPTIC CABLE
[Symbol]	EDGE OF ASPHALT
[Symbol]	CENTRELINE OF ASPHALT
[Symbol]	CENTRELINE OF DITCH
[Symbol]	RIGHT OF WAY
[Symbol]	TREES
[Symbol]	DRAIN LINE
[Symbol]	CHAIN LINK FENCE
[Symbol]	WOODEN GUARD RAIL
[Symbol]	DRAIN PIPES
[Symbol]	CHANNEL
[Symbol]	CHANNEL TRANSITION
[Symbol]	MAIL BOX
[Symbol]	PIPELINE
[Symbol]	GAS LINE

BEARINGS AND COORDINATES ARE BASED ON THE UNITED STATES STATE PLANE 1983 LOUISIANA SOUTH ZONE OBSERVATIONS AND PROCESSED BY OPUS SOLUTION

EXISTING TIMBER BRIDGE IS 48' 00" IN LENGTH FROM STA. 15+00.00 TO STA. 15+48.00. THREE SPANS W/ 5 TIMBER PILES PER BEAM, AND WOODEN GUARD RAILS, TO BE REMOVED UNDER ITEM 202-02-04501.

ALL CONFLICTING UTILITIES TO BE RELOCATED BY OTHERS. UNSAVANGABLE MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR OUTSIDE OF THE PROJECT'S RIGHT-OF-WAY LIMITS IN ACCORDANCE WITH ALL APPLICABLE LAWS (ITEM 202-02-04501)

CONTRACTOR SHALL HULL ALL SALVAGEABLE MATERIAL TO THE ROAD R/O. HAMMOND, LA. PARISH SPECIFICALLY WANTS ALL SIDING (ITEM 202-02-04501) PROJECT ENGINEER TO NOTIFY PARISH.

EXISTING PILES ARE TO BE CUT OFF 1 FOOT BELOW THE GROUND LINE. CONTRACTOR IS TO REMOVE ANY PILES INTERFERING WITH THE INSTALLATION OF NEW PILES (TO BE PAID FOR UNDER ITEM 202-02-04501).

ALL REMOVED PILES SHALL BE WIDELY DISPOSED OF OUTSIDE OF THE PROJECT RIGHT-OF-WAY. PAYMENT WILL BE MADE UNDER THE CLEARING AND GRUBBING ITEM 201-01-0010

LEGEND - EXISTING TOPOGRAPHY

LEGEND

UTILITIES



LEGEND

[Symbol]	RECD ASPHALT PAVEMENT
[Symbol]	EMBANKMENT WEENING
[Symbol]	CHANNEL TRANSITION
[Symbol]	GRAVEL DRIVE

UTILITIES

TELEPHONE	AT&T
TELEPHONE	STERGEN BERGERSON
TELEPHONE	7237 INDUSTRIAL PARK
TELEPHONE	COVINGTON, LA, 70434
TELEPHONE	PHONE: 985-705-5209

LEGEND - EXISTING TOPOGRAPHY

LEGEND

UTILITIES

LEGEND - EXISTING TOPOGRAPHY

LEGEND

UTILITIES

LEGEND - EXISTING TOPOGRAPHY

LEGEND

UTILITIES

LEGEND - EXISTING TOPOGRAPHY

LEGEND

UTILITIES

LEGEND - EXISTING TOPOGRAPHY

EXISTING STRUCTURE:
 J SPAN TIMBER BRIDGE 24.25' WIDE x 58.00' LONG
 STRUCTURE NO. 62533029902491
 RECALL NO. 168626

REQUIRED STRUCTURE:
 5'-20" CONCRETE SLAB SPAN BRIDGE
 2'-0" CONCRETE CURB AND GUTTER
 STRUCTURE NO. 62530200802301
 RECALL NO. 625301

ADT = 10,500
CALLS ROWY. = URBAN MINOR ARTERIAL
DESIGN SPEED = 45 MPH
POSTED SPEED = 35 MPH

HYDRAULIC DATA - EXISTING STRUCTURE
 DRAINAGE AREA = 2,795 SQ. MILES
 BASIN SLOPE = 5.15 FT./MI.
 FLOOD FREQUENCY (FEF) = 25
 DISCHARGE (CF5) = 1033
 DESIGN WATER SURFACE ELEV.(FT) = 17.00
 AVERAGE VELOCITY (FPS) = 3.54
 AREA OF OPENING (SQ.FT.) = 43.45
 BACKWATER (FT) = 0.04

HYDRAULIC DATA - PROPOSED STRUCTURE
 DRAINAGE AREA = 2,795 SQ. MILES
 BASIN SLOPE = 5.15 FT./MI.
 FLOOD FREQUENCY (FEF) = 25
 DISCHARGE (CF5) = 1033
 DESIGN WATER SURFACE ELEV.(FT) = 16.99
 AVERAGE VELOCITY (FPS) = 1.92
 AREA OF OPENING (SQ.FT.) = 861.10
 BACKWATER (FT) = 0.03
 SILL ELEVATION = 1.25

SOIL BORING LOCATIONS

PROB. NO.	ADAPTED CL.
B-01	14+66.36 8.40' RL
B-02	16+11.05 3.89' LL

OVERTOPS ROADWAY WITH STORM FREQUENCY > 100 YEARS

UTILITIES:
 TELEPHONE:
 AT&T STEPHEN BERGERON
 72337 INDUSTRY PARK
 HAMMOND, LA 70403
 PHONE: 985-705-5208

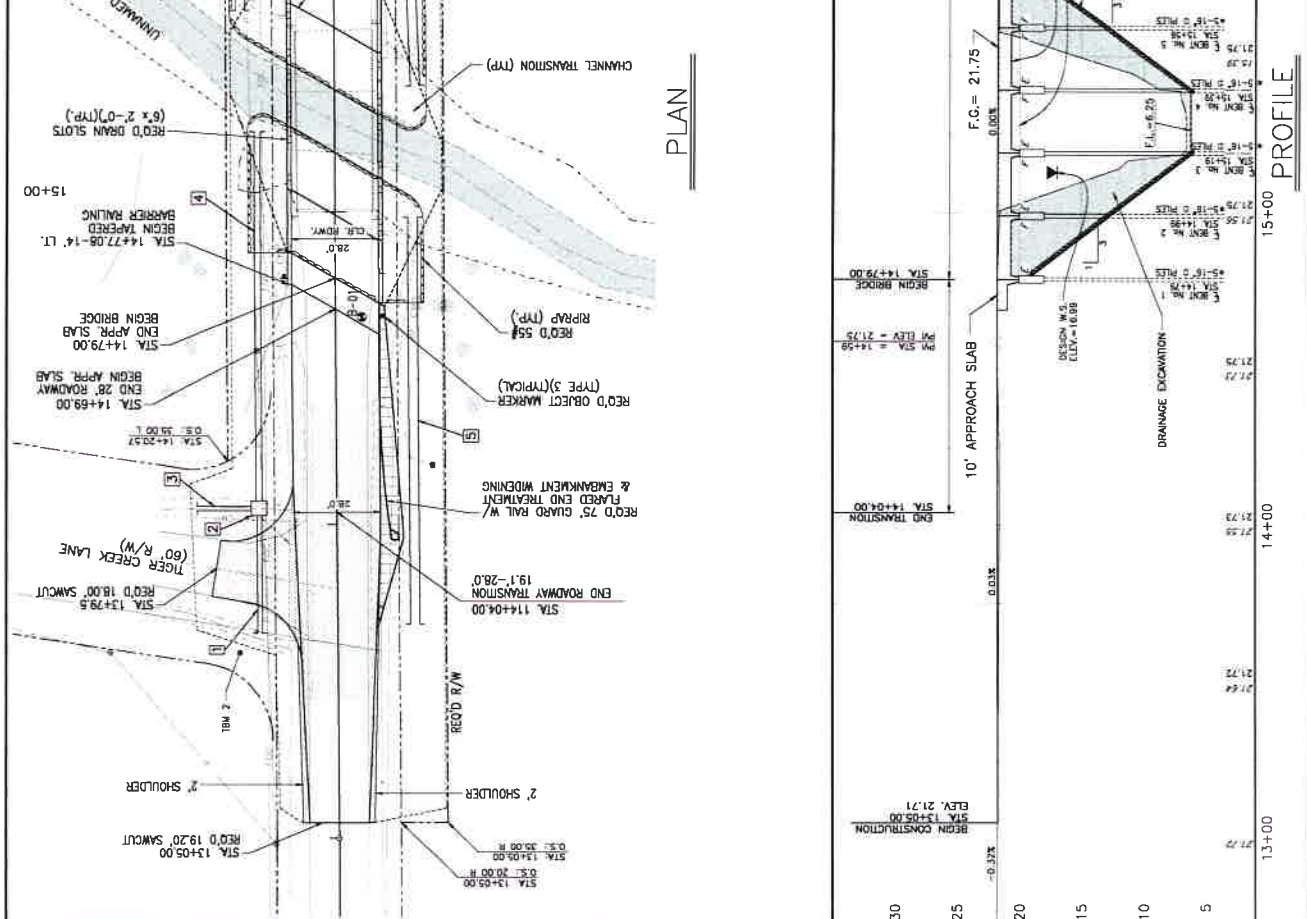
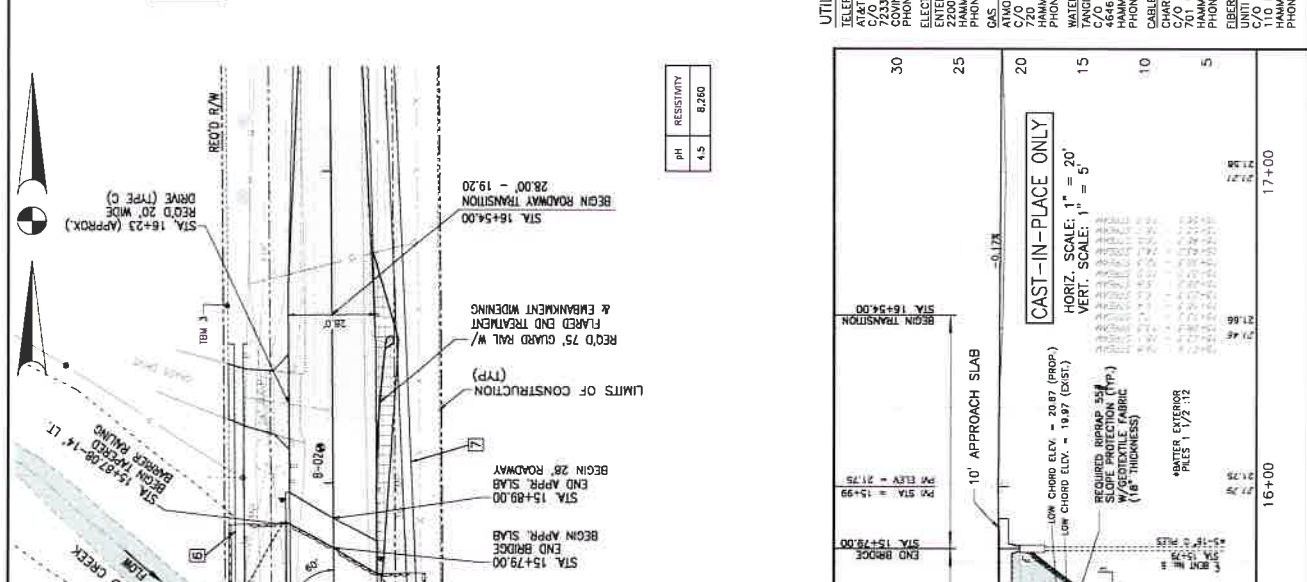
ELECTRIC:
 ENTERGY
 2200 W. CHURCH ST.
 HAMMOND, LA 70401
 PHONE: 985-345-3395

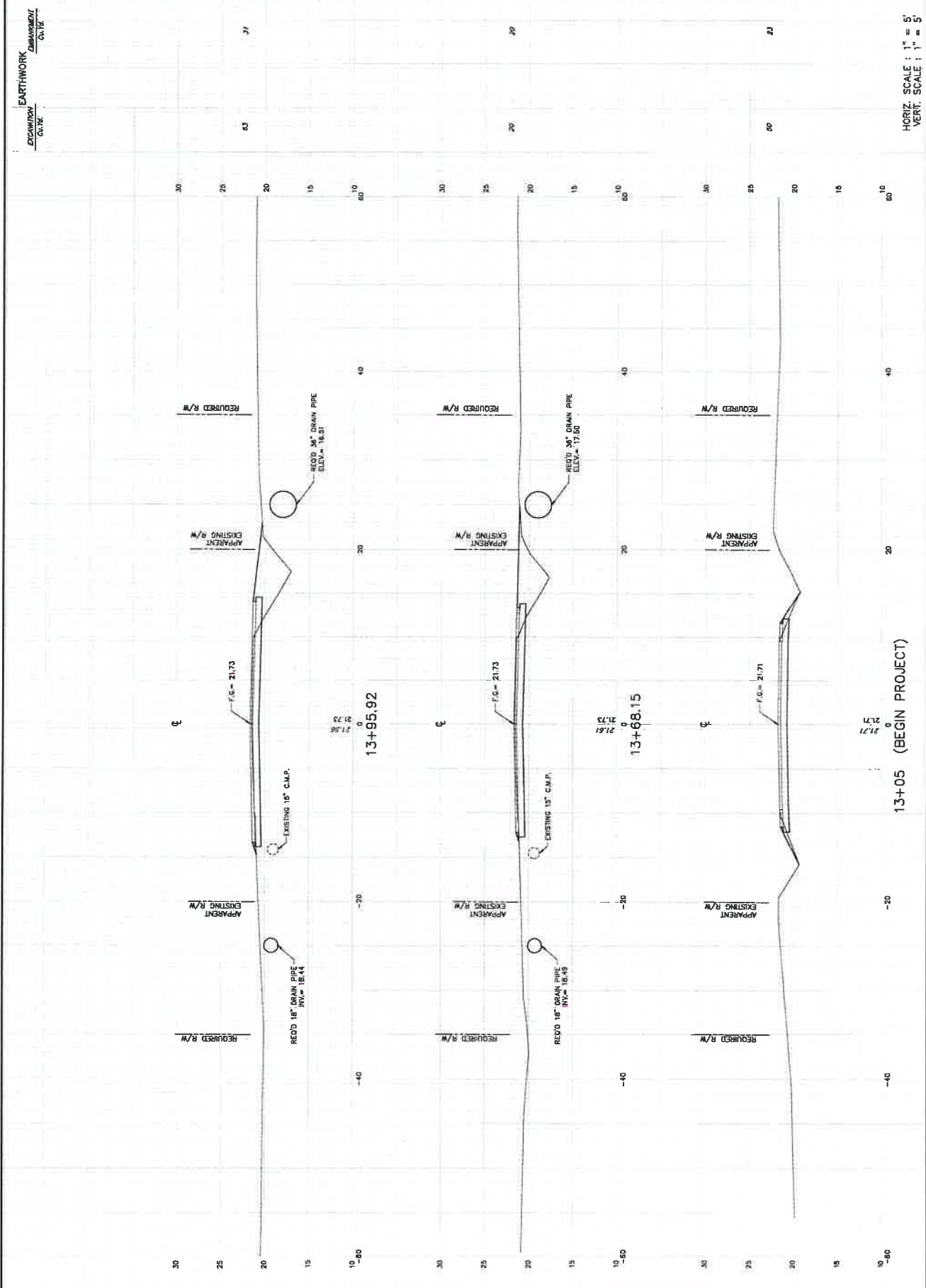
GAS:
 C/O JEFF RAIFORD
 720 S. MORRISON BLVD.
 HAMMOND, LA 70403
 PHONE: 985-345-8416

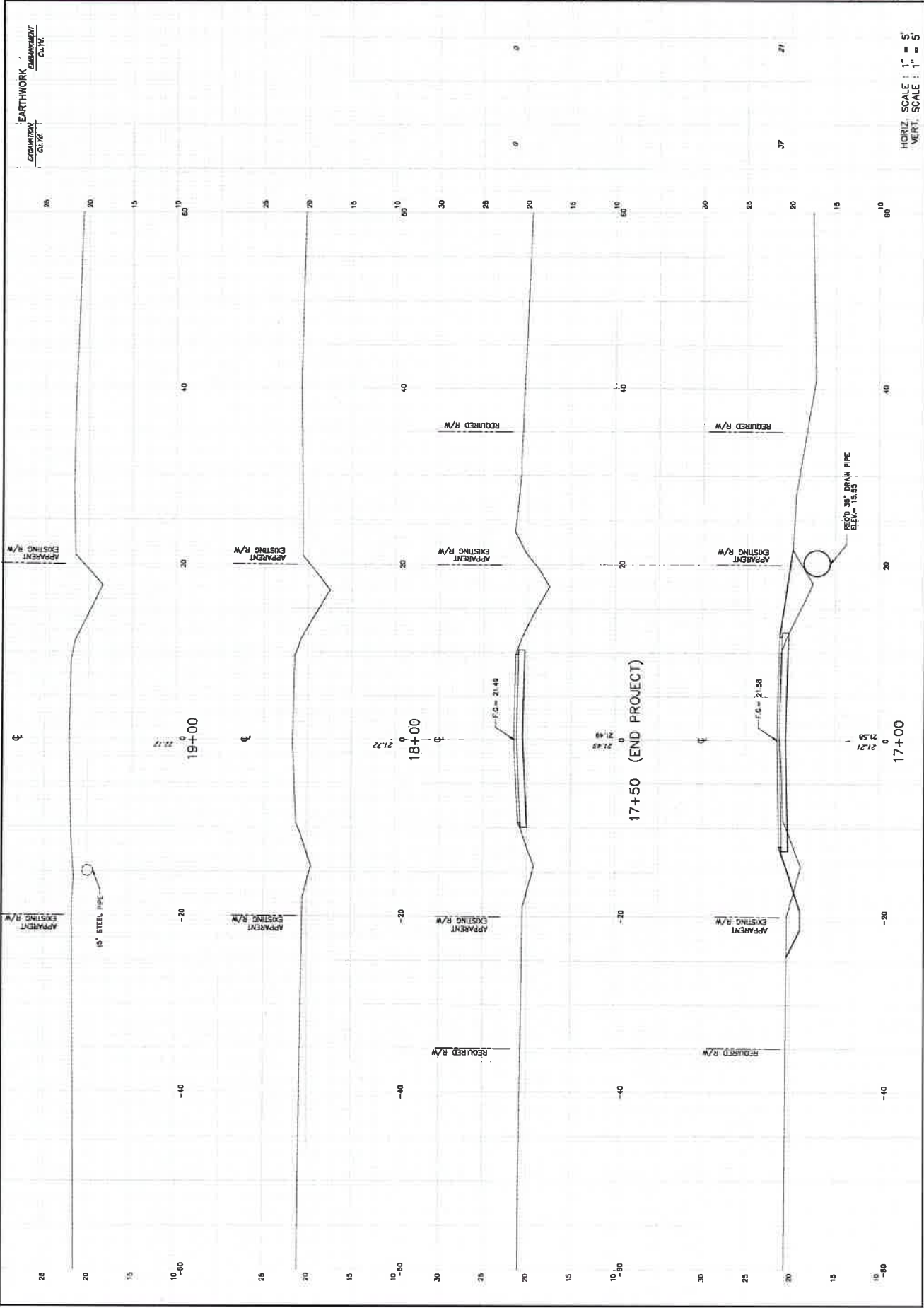
WATER:
 WATER WANDA WATERS DISTRICT
 C/O JOSH COSIA
 46463 N. MORRISON BLVD.
 HAMMOND, LA 70401
 PHONE: 985-645-6457

CABLE:
 COMCAST
 C/O RUSTY BARN
 701 WESTIN OAKS DR.
 HAMMOND, LA 70402
 PHONE: 985-985-2448

UNIT FIBER:
 C/O LEESTON LEBLANC
 110 E. COLEMAN AVE.
 HAMMOND, LA 70401
 PHONE: 251-402-3530







HORIZ. SCALE : 1" = 50'
 VERT. SCALE : 1" = 5'