

Tangipahoa Parish Council
Tangipahoa Parish Gordon A Burgess Governmental Building
206 East Mulberry Street, Amite, LA 70422
Regular Meeting Immediately Following Public Hearing
July 08, 2024

PUBLIC NOTICE Is Hereby Given That The Tangipahoa Parish Council Will Meet In Regular Session on Monday, July 8, 2024 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. 24-28 - An Ordinance to authorize the Parish President or his authorized Designee to execute any and all documents in regard to the purchase and acquisition of property through the Flood Mitigation Assistance Grant - 51363 Sagona Tranquility Drive, Independence, LA 70443

CALL TO ORDER

CELL PHONES - Please Mute or Turn Off

INVOCATION Councilman Wells

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

ROLL CALL

ADOPTION OF MINUTES of regular meeting dated June 24, 2024

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

PARISH PRESIDENT'S REPORT

1. APPROVAL TO SEEK BIDS for (3) Three 30 HP Floating Surface Mechanical Aerators at the Landfill
- [2.](#) APPROVAL TO HIRE a contractor to cut grass at 24012 Traino Road, Ponchatoula, LA 70454, Assessment #2347709 in District 9 and lien property the cost of contract plus administrative fees
- [3.](#) APPROVAL TO HIRE a contractor to cut grass at 26107 Traino Road, Ponchatoula, LA 70454, Assessment #5730406 in District 9 and lien property the cost of contract plus administrative fees

REGULAR BUSINESS

4. INTRODUCTION of Tangipahoa Parish Sheriff Gerald Sticker
- [5.](#) NOTIFICATION OF TAX ELECTION Tangipahoa Parish Fire Protection District No. 1
6. DISCUSSION on Kratom with Pharmacist and Law Enforcement

ADOPTION OF ORDINANCE

- [7.](#) ADOPTION of T.P. Ordinance No. 24-28 - An Ordinance to authorize the Parish President or his authorized Designee to execute any and all documents in regard to the purchase and acquisition of property through the Flood Mitigation Assistance Grant - 51363 Sagona Tranquility Drive, Independence, LA 70443

INTRODUCTION OF ORDINANCES

PUBLIC HEARING on Introduced Ordinances: Monday, July 22, 2024, at 5:30 pm

- [8.](#) INTRODUCTION of T.P. Ordinance No. 24-18 - An Ordinance to amend and enact Chapter 34-Offenses and Miscellaneous Provisions, Section 34-16-Prohibiting the Sale of Mitragyna Speciosa Korth (Kratom) and/or any of its Analog in Tangipahoa Parish
- [9.](#) INTRODUCTION of T.P. Ordinance No. 24-29 - An Ordinance to amend and enact in Chapter 36-Planning and Development, Article IX-Flood Prevention and Protection, Sections 36-241, 36-283, 36-284 and 36-285
- [10.](#) INTRODUCTION of T.P. Ordinance No. 24-30 - An Ordinance to amend and enact in Chapter 36-Planning and Development, Article V-Standards for Development of Property, Section 36-111-General Improvement Standards - Drainage Requirements
- [11.](#) INTRODUCTION of T.P. Ordinance No. 24-31 - An Ordinance amending and enacting Appendix C, Figure 16
- [12.](#) INTRODUCTION of T.P. Ordinance No. 24-32 - An Ordinance amending and enacting Chapter 36-Planning and Development - Sections referencing Article IX to Article V

ADOPTION OF RESOLUTIONS

- [13.](#) ADOPTION of T.P. Resolution No. R24-22 - A Resolution of Tangipahoa Parish Council-President Government authorizing the Parish President as the designated authority to execute any and all documents in regard to Project No. H.015605 S Tangipahoa Roads - Pav Rehab Phase 2
- [14.](#) ADOPTION of T.P. Resolution No. R24-23 - A Resolution of Tangipahoa Parish Council-President Government authorizing the Parish President as the designated authority to execute any and all documents in regard to Project No. H.015706 US 190 at Industrial Park Road Improvement

BOARD APPOINTMENTS

15. MOSQUITO ABATEMENT DISTRICT Approve re-appointments of James Harper to serve a 2nd term, District 9 and Greg Fletcher to serve a 1st term after serving an unexpired term, District 10, these terms will expire July 2027

BEER, WINE, AND LIQUOR PERMITS

LEGAL MATTERS

COUNCILMEN'S PRIVILEGES

ADJOURN

Jill DeSouge
Clerk of Council

Daily Star
Please Publish July 3, 2024

Published on Tangipahoa Parish Government website at www.tangipahoa.org and posted @ T.P. Gordon A. Burgess Governmental Building July 3, 2024

In Accordance with the Americans with Disabilities Act, If You Need Special Assistance, please contact Jill DeSouge at 985-748-2290 prior to 12:00pm (cst) on meeting day describing the Assistance that is necessary.

November 30, 2023,

Notice of Violation I

Adam Kugler
24012 Traino Road
Ponchatoula, LA 70454

Re Case # 23-8592
Assessment # 2347709
Address: 24012 Traino Road
Ponchatoula, LA 70454

Dear Property Owner,

In accordance with information provided by the Tangipahoa Parish Assessor's Office you are the owner of the property with the address of 24012 Traino Road, Ponchatoula, LA 70454. It has been reported that a nuisance violation as described in Chapter 32 – Nuisances, Art. II. Weeds, Trash, Refuse and Dangerous Matter, Section 32-20 of the Tangipahoa Parish Code of Ordinances exist on your property. The violation reported consisted of High Grass.

For your convenience and reference, I have attached a copy of Chapter 32 – Nuisances, Art. II. Weeds, Trash, Refuse and Dangerous Matter, Section 32-20 of the Tangipahoa Parish Code of Ordinances. To comply with the Tangipahoa Parish Code of Ordinances, grass must be cut described above. Should you fail to do so, we will consider all available rights and remedies available to us in accordance with the law.

Keep in mind that the Tangipahoa Parish Nuisance Ordinances exists for the benefit of all residents of Tangipahoa Parish and not only helps maintain property values throughout the neighborhood, but also protects the safety, welfare, and peace of mind of all residents. Your actions not only serve to defeat these ends, but further show a lack of respect for the neighborhood and the community. For the benefit of everyone your prompt compliance with the property maintenance requirements of the Nuisance Ordinances will be greatly appreciated.

If you have any questions, you may contact me by telephone by dialing (985) 602-9081 or by emailing ndiamond@tangipahoa.org.

Sincerely



Nathan Diamond
Director
Tangipahoa Parish Code Enforcement

Enclosure: Tangipahoa Parish Code of Ordinances
Chapter 32 – Nuisances, Art. II. Weeds, Trash, Refuse and Dangerous Matter,
Section 32-20

Assessment No. 2347709[Print Sheet](#)**Taxpayer Name & Address**

KUGLER ADAM P
 24012 TRAINO ROAD
 PONCHATOULA LA 70454



Freeze Applied	No	Year	N/A
Homestead	Yes	Year	N/A
Book & Page	1558 pg 150	Taxpayer Taxes	
		2023	\$0.00
Transfer Date	11/19/2020		
Purchase Price	N/A	Land Value	489
		Total Value	489
		H/S Value	489
		Taxpayer Value	0

Property Description

1.51A BEING TR 1 OF EMILE KUGLER HEIR PART IN HR 48 T7SR9E B426 P698 B429 P453 B631 P862 B1458 P459-469
 B1558 P150 MAP 1557/869

Map Info

Map ID No. 48T7R90000314

Location

Ward	8
Physical Address	38142 LEE'S LANDING ROAD
Subdivision	Lot Block Section Township Range
	48 T7S R9E

Class Description**Assessment Value**

Type	Qty	Units	H/S Credit	Tax Value	Market Value	Special Exemptions
RE	1.51	A	489	489	4,892	None

Parish Taxes

Millage Description	Millage Rate	Taxpayer Tax	H/S Credit
ASSESSMENT DISTRICT	4.65	0.00	2.11
DRAINAGE DIST 1 MT.	5.00	0.00	2.27

DRAINAGE DT.1 MT	5.00	0.00	2.27
FIRE PROTECTION DIST 2	10.00	0.00	4.53
FIRE PROTECTION DIST. 2	10.00	0.00	4.53
FLORIDA PARISH JUVENILE DIST	2.75	0.00	1.25
GARBAGE DIST. 1 MAINT	10.00	0.00	4.53
HEALTH UNIT	4.00	0.00	1.81
LAW ENFORCEMENT #1	7.81	0.00	3.54
LIBRARY BOARD	2.81	0.00	1.27
LIBRARY BOARD	3.00	0.00	1.36
MOSQUITO ABATEMENT	4.98	0.00	2.26
PARISH ALIMONY-RURAL	3.05	0.00	1.38
PONCHATOULA REC. DIST.	4.00	0.00	1.81
PONCHATOULA REC. DIST.	10.00	0.00	4.53
SCHOOL DISTRICT #100	4.06	0.00	1.84
SHERIFF'S OPERATIONAL	10.00	0.00	4.53
Totals		0.00	45.82

Bookmark: [http://www.tangiassessor.com/assessment 2347709.html](http://www.tangiassessor.com/assessment%202347709.html) | [Disclaimer](#) | 06/28/2024





August 3, 2023,

Notice of Violation 1

Charles McKnight
3 Rue Du Suv
Madisonville LA 70447

Re Case # 23-7623
Assessment # 5730406
Address: 26107 Traino Road
Ponchatoula, LA 70454

Dear Property Owner,

In accordance with information provided by the Tangipahoa Parish Assessor's Office you are the owner of the property with the address of 26107 Traino Road, Ponchatoula, LA 70454. It has been reported that a nuisance violation as described in Chapter 32 – Nuisances, Art. II. Weeds, Trash, Refuse and Dangerous Matter, Section 32-20 of the Tangipahoa Parish Code of Ordinances exist on your property. The violation reported consisted of High Grass, and Accumulation of Trash.

For your convenience and reference, I have attached a copy of Chapter 32 – Nuisances, Art. II. Weeds, Trash, Refuse and Dangerous Matter, Section 32-20 of the Tangipahoa Parish Code of Ordinances. To comply with the Tangipahoa Parish Code of Ordinances, the grass must be cut and the trash removed, described above. Should you fail to do so, we will consider all available rights and remedies available to us in accordance with the law.

Keep in mind that the Tangipahoa Parish Nuisance Ordinances exists for the benefit of all residents of Tangipahoa Parish and not only helps maintain property values throughout the neighborhood, but also protects the safety, welfare and peace of mind of all residents. Your actions not only serve to defeat these ends, but further show a lack of respect for the neighborhood and the community. For the benefit of everyone your prompt compliance with the property maintenance requirements of the Nuisance Ordinances will be greatly appreciated.

If you have any questions, you may contact me by telephone by dialing (985) 602-9081 or by emailing ndiamond@tangipahoa.org.

Sincerely



Nathan Diamond
Chief Code Enforcement Officer / Director
Tangipahoa Parish Code Enforcement

Enclosure: Tangipahoa Parish Code of Ordinances
Chapter 32 – Nuisances, Art. II. Weeds, Trash, Refuse and Dangerous Matter,
Section 32-20

Assessment No. 5730406[Print Sheet](#)**Taxpayer Name & Address**

MCKNIGHT CHARLES
 26107 TRAINO ROAD
 PONCHATOULA LA 70454



Freeze Applied	No	Year	N/A
Homestead	Yes	Year	N/A
Book & Page	1487 pg 384	Taxpayer Taxes	
		2023	\$22.25
Transfer Date	08/28/2018		
Purchase Price	N/A	Land Value	88
		Building Value	7,058
		Total Value	7,686
		H/S Value	7,500
		Taxpayer Value	186

Property Description

9.83A TOTAL 3.50A BEING LOT 1; 1.76A BEING LOT 2; 2.13A BEING LOT 3 & 2.44A BEING LOT 4 ALL IN VINEYARDS
 SUB IN SEC 21 T7SR9E B761 P160 B843 P393 B897 P450 B925 P365 B1102 P759 B1149 P637 B1376 P283-286 B1213
 P621 B1480 P411 B1487 P384

Map Info

Map ID No. 21T7R90000015

Location

Ward	8				
Physical Address	26107 TRAINO ROAD				
Subdivision	Lot	Block	Section	Township	Range
VINEYARD SUB			21	T7S	R9E

Class Description**Assessment Value**

Type	Qty	Units	H/S Credit	Tax Value	Market Value	Special Exemptions
RE	1.00	I	6,872	7,058	70,583	None
RE	3.00	A	88	88	876	None
RE	1.00	A	540	540	5,400	None

Building Improvements

Type	Yr Built	Sqft. Living	Sqft. Non-Living	Sqft. Total
Residential	2001	2,058	126	2,184

Parish Taxes

Millage Description	Millage Rate	Taxpayer Tax	H/S Credit
ASSESSMENT DISTRICT	4.65	1.02	34.88
DRAINAGE DIST 1 MT.	5.00	1.10	37.50
DRAINAGE DT.1 MT	5.00	1.10	37.50
FIRE PROTECTION DIST 2	10.00	2.20	75.00
FIRE PROTECTION DIST. 2	10.00	2.20	75.00
FLORIDA PARISH JUVENILE DIST	2.75	0.60	20.63
GARBAGE DIST. 1 MAINT	10.00	2.20	75.00
HEALTH UNIT	4.00	0.88	30.00
LAW ENFORCEMENT #1	7.81	1.72	58.58
LIBRARY BOARD	2.81	0.62	21.08
LIBRARY BOARD	3.00	0.66	22.50
MOSQUITO ABATEMENT	4.98	1.10	37.35
PARISH ALIMONY-RURAL	3.05	0.67	22.88
PONCHATOULA REC. DIST.	4.00	0.88	30.00
PONCHATOULA REC. DIST.	10.00	2.20	75.00
SCHOOL DISTRICT #100	4.06	0.90	30.45
SHERIFF'S OPERATIONAL	10.00	2.20	75.00
Totals		22.25	758.35

Bookmark: [http://www.tangiassessor.com/assessment 5730406.html](http://www.tangiassessor.com/assessment%205730406.html) | [Disclaimer](#) | 05/23/2024







Indebtedness or Tax Election Form

*As per T.P. Ordinance No. 20-06- Any Tangipahoa Parish district, board or sub-entity seeking approval for bonded indebtedness, to go into debt, or to call a tax election must fill out this form and turn into the Clerk no less than 30 days prior to any council meeting at which the request for approval is to be considered.

*At least one appointed representative of the district, board or sub-entity seeking approval must appear before the Parish Council no less than 30 days prior to the council meeting at which the request for approval is to be considered.

Date: July 1, 2024

District/Board/Sub-Entity: Tangipahoa Parish Fire Protection District No. 1

Representative: James D. Stevens Title: Fire Chief

Requesting: Creation of Bond Indebtedness Tax Election ☒ Debt ☐

Proposed Council Meeting Date: July 8, 2024

Please detail the necessity of this request including the plan to repay the debt:

An election to approve the levy and collection of existing taxes within the newly incorporated area of the District (Town of Roseland), pursuant to Tangipahoa Parish Council Ordinance No. 2427 adopted on June 24, 2024.

Signature: James D. Stevens

Please return form to Jill DeSouge at jdesouge@tangipahoa.org

T.P. Ordinance No. 24-28

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT OR HIS
AUTHORIZED DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS
IN REGARD TO THE PURCHASE AND ACQUISITION OF PROPERTY
THROUGH THE FLOOD MITIGATION ASSISTANCE GRANT –
51363 SAGONA TRANQUILITY DRIVE, INDEPENDENCE

BE IT ORDAINED by the Tangipahoa Parish Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana that the action of Tangipahoa Parish President or his authorized designee is hereby authorized to execute all documents in regards to the purchase of the following properties through the Flood Mitigation Assistance Grant:

FEMA – FMA 2021-0012

51363 Sagona Tranquility Drive, Independence, LA 70443

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council 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 8th day of July, 2024 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: June 24, 2024

PUBLISHED: July 2, 2024 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: July 8, 2024

DELIVERED TO PRESIDENT: _____ day of July, 2024 at _____

APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____

Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of July, 2024 at _____

T. P. Ordinance No. 24-18

AN ORDINANCE TO AMEND AND ENACT CHAPTER 34-OFFENSES AND MISCELLANEOUS PROVISIONS, SECTION 34-16 – PROHIBITING THE SALE OF MITRAGYNA SPECIOSA KORTH (KRATOM) AND/OR ANY OF ITS ANALOG IN TANGIPAHOA PARISH

WHEREAS, Kratom is an herbal extract that comes from the leaves of an evergreen tree (*Mitragyna speciosa*) grown in Southeast Asia. Although people who take kratom believe in its value, researchers who have studied kratom think its side effects and safety problems more than offset any potential benefits; and

WHEREAS, Kratom has been reported to cause abnormal brain functions when taken with prescription medicine. The effects of Kratom become stronger as the quantity taken increases and is known to cause death. Kratom is not currently regulated in the United States, and federal agencies are taking action to combat false claims about kratom; and studies on the effects of kratom have identified many safety concerns and no clear benefits.

WHEREAS, the Tangipahoa Parish Council Government-President does hereby declare that the use of *Mitragyna Speciosa Korth* (Kratom) and/or any of its analogs is a serious problem affecting the health and welfare of all citizens. The Tangipahoa Parish Council Government-President does further declare and determine that all reasonable steps should be taken to prohibit the sale of *Mitragyna Speciosa Korth* (Kratom) and/or any of its analogs in Tangipahoa Parish; and

WHEREAS, the Tangipahoa Parish Council Government-President hereby deems it necessary and proper for good government, order and protection of persons and property, and for the preservation of public health, safety and welfare of the Parish and its inhabitants; and

NOW THEREFOR BE IT ORDAINED, by Tangipahoa Parish Council Government-President, State of Louisiana, Chapter 34 is amended as follows:

Chapter 34 OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE I. IN GENERAL

Sec. 34-16. – Prohibiting the sale of *Mitragyna Speciosa Korth* (Kratom) and/or any of its analog

- (a) It shall be illegal for any person, business, or legal entity to sell, distribute, or possess with the intent to sell or distribute *Mitragyna Speciosa Korth* (Kratom) and/or any of its analogs in the Parish of Tangipahoa.
- (b) Penalties.
 - (1) On a first conviction for a violation of the provisions of subsection (a) the person shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than six (6) months, or both.
 - (2) On a second conviction for a violation of the provisions of subsection (a) the person shall be fined one thousand dollars (\$1,000.00) or imprisoned for not more than six (6) months, or both.
 - (3) On a third or subsequent offense conviction for a violation of the provisions of subsection (a) the person shall be fined one thousand, five hundred dollars (\$1,500.00) or imprisoned for not more than six (6) months, or both and they shall be subject to a forfeiture of their business license or other occupational license to operate in the Parish.

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 July, 2024 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: July 8, 2024

PUBLISHED: July 18, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: July 22, 2024

DELIVERED TO PRESIDENT: _____ day of July 2024 at _____

APPROVED BY PRESIDENT: _____

Robby Miller

Date

VETOED BY PRESIDENT:

Robby Miller

Date

RECEIVED FROM PRESIDENT: _____ day of July 2024 at _____

T. P. Ordinance No. 24-29

AN ORDINANCE TO AMEND AND ENACT IN CHAPTER 36 – PLANNING AND DEVELOPMENT, ARTICLE IX-FLOOD PREVENTION AND PROTECTION, SECTIONS 36-241, 36-283, 36-284 AND 36-285

Chapter 36 PLANNING AND DEVELOPMENT

Sec. 36-241. Definitions.

~~(a)~~ Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application. Definitions in this article shall supersede any conflicting definitions in section 36-9.

Accessory Structures means structures that are on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure. Accessory structures must be used for parking or storage, be small and represent a minimal investment by owners, and have a low damage potential. Accessory structure size limits are based on flood zone, no larger than one story, two-car garage and shall not be greater than 550 square feet in flood zones indemnified as A zones (A, AE, A1-30, AH, AO, A99, and AR) and not larger than 100 square feet in flood zones identified as V zones (V, VE, V1 30, and VO). Examples of small accessory structures include, but are not limited to, detached garages, storage, and tool sheds, and small boathouses.

Agricultural Structure means structures that are used exclusively for agricultural purposes or uses in connection with production, harvesting, storage, raising, or drying of agricultural commodities and livestock.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one percent annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on the parish's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within the parish subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, or V. For purposes of these regulations the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard".

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one percent chance of equaling or exceeding that level in any given year (also called the base flood).

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means, for the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the parish.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(a) Means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of the parish, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the parish.

Flood insurance study (FIS). See *Flood elevation study*.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a parish subject to a special flood hazard and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Floodplain or floodprone area means any land area susceptible to being inundated by water from any source (see *Flood or flooding*).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term "floodplain management regulations" describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway. See *Regulatory floodway*.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term "functionally dependent use" includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NGVD) of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the start of construction commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, the term "new construction" means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the parish and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the parish.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. ~~See Area of special flood hazard-~~ **see "area of special flood hazard". Special hazard area means an area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/ AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.**

Start of construction, for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term "substantial improvement" does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief by the parish from the terms of a floodplain management regulation. (For full requirements see section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with this article. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the NFIP regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NGVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

~~(b) — The following definitions refer to urban stormwater runoff and non-point source pollution. Point source pollution, such as industrial and wastewater discharges, are governed separately by specific discharge permits issued by the state DEQ and EPA.~~

~~Amenity area means a common area within the development which are provided for active and/or passive recreational or social purposes and may be shared between all residents of the development.~~

~~Best management practices (BMPs) means the controls and activities used to prevent stormwater pollution during construction. BMPs can be structural, such as a silt fence, secondary containment for hazardous materials, or seeding disturbed land or non-structural, such as picking up trash, maintaining equipment, or training staff.~~

Bioswales means a vegetated, shallow, linear channel designed to capture, treat, and infiltrate stormwater runoff as it moves downstream. They are typically sized to treat and convey at a minimum the first one inch of stormwater runoff which is the first and often most polluted volume of water resulting from a storm event, also known as the "first flush."

Clean Water Act (CWA) means the primary federal law in the United States governing water pollution. Its objective is to restore and maintain the chemical, physical, and biological integrity of the nation's waters by preventing point and non-point pollution sources, improving wastewater treatment, and maintaining the integrity of wetlands. It is administered by the U.S. Environmental Protection Agency (EPA), in coordination with state governments. The CWA is codified in 40 CFR 100—140, 401—471, and 501—503.

Construction means any human activity that includes clearing, grading, excavation, filling, or other placement, movement, removal, or depositing of soil, rock, organic materials, or earth minerals, and construction of facilities such as roads, parking, playgrounds, and buildings.

Contaminated means containing any material designated by EPA or state DEQ as a pollutant which is introduced into stormwater conveyances by urban stormwater contact with impervious surfaces.

Conveyance means drainage infrastructure that moves water from one place to another, including ditches, bioswales, pipes, canals, and waterways.

Detention pond, sometimes called a "dry pond", means an area which temporarily stores water after a storm, but eventually empties out at a controlled rate to a downstream water body. It also differs from an infiltration basin which is designed to direct stormwater to groundwater through permeable soils or retention pond which is designed to permanently store stormwater.

Discharge means any stormwater, including but not limited to sheet flow and point source, introduced into the MS4, drainage infrastructure, conveyances, ditches, or waterways of the parish, or into waters of the United States.

Facility means any building, structure, property, installation, process or activity from which there is or may be a discharge of a pollutant.

First flush means the first one inch of rain.

Green infrastructure is an approach to stormwater management that protects, restores, or mimics the natural water cycle. At its essence, green infrastructure reduces runoff, increases infiltration, and improves water quality. Green infrastructure is effective, economical, and enhances community safety and quality of life.

Hazardous substance means any of the following: any substance determined to be hazardous according to 40 CFR 171.8 or listed in Table 302.4 of 40 CFR 302 or section 311(b)(2)(A) of the Clean Water Act (33 USC 1317(a) and 1321(b)(A)).

Hazardous waste means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR 261.

Louisiana discharge permit elimination system (LPDES) permit or *national discharge permit elimination system (NPDES) permit* means the permit issued by the state DEQ or the EPA, under authority delegated pursuant to 33 USC 1342(b) that authorizes the discharge of pollutants to waters of the United States.

Low impact development refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality.

Municipal separate storm sewer system (MS4) means roadside drainage systems, catchbasins, curbs, gutters, ditches, manmade channels, or storm drains used for collecting and/or conveying stormwater that is not intentionally connected with wastewater treatment outflows (combined sewers).

Permeable paving materials means a variety of surfacing techniques for roads, parking lots, and pedestrian walkways, unified under the common goal to allow for infiltration of stormwater runoff. Permeable pavement material surfaces typically include pervious concrete, paving stones, aggregate and interlocking pavers. Porous asphalt shall not be allowed as a permeable paving material. Unlike traditional impervious paving materials, permeable paving systems allow stormwater to percolate and infiltrate through the material and into the aggregate layers and/or soil below. In addition to reducing surface runoff, permeable paving systems can trap suspended solids, thereby filtering pollutants from stormwater. The goal is to control stormwater at the source, reduce runoff, and improve water quality by filtering pollutants in the subsurface layers.

Person means any individual, partnership, firm, company, corporation, association, trust, estate, entity, or any legal representative, agent, or assignee.

Point source means the discharge of pollutants at a specific location from pipes, outfalls, channels, or other discernible or discrete conveyances whose source is identifiable. The term "point source" does not include irrigation flow returns from agricultural stormwater runoff.

Pollutant in urban stormwater runoff means suspended sediments, heavy metals, phosphorus, nitrogen, petrochemicals, bacteria, and other so designated material that is collected by stormwater runoff.

Pollution means the contamination of the physical, thermal, chemical, or biological quality of waters that causes impairment of the designated uses of a water body as stipulated in the current EPA integrated report or renders the water harmful, detrimental, injurious to humans, animal life, vegetation, or impairs the usefulness for the public enjoyment of the water for any lawful or reasonable purpose.

Retention pond, sometimes called a wet pond, means a manmade pond with vegetation around the perimeter, a vegetative littoral shelf, and includes a permanent pool of water in its design. It is used to manage stormwater runoff to prevent flooding and downstream erosion, and improve water quality in an adjacent river, stream, lake or bay.

Sanitary sewage means the domestic sewage and/or industrial waste that is discharged into the sanitary sewer system and passes through the sanitary sewer system to any public or privately owned sewage treatment plant.

Sanitary sewer (or sewer) means the system of pipes, conduits, and other conveyances which carry industrial waste and sanitary sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to any sewage treatment plant.

Sediment means soil, sand, clay, and minerals washed from land into roadways, drainage infrastructure, and waterways, usually during or after a rain. Sediment may cause a reduction in storage capacity, impede drainage, destroy fish nesting areas, clog animal habitats, and cloud waters to such an extent as to prevent sunlight from reaching aquatic biota.

Stormwater means stormwater runoff, surface runoff and drainage runoff. (Agricultural stormwater may be excluded, subject to the provisions of L.A.C. 33:IX.2313.)

Stormwater pollution prevention plan (SWPPP) is a site-specific written document and drawings required by the EPA and state DEQ for LPDES general permits for discharge of stormwater from construction activities (LAR100000 and LAR200000), LPDES multi-sector general permit, or any LPDES individual permit which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity at the facility.

Undisturbed vegetative area means an area where the existing vegetation is left undisturbed during and after construction. Only selective removal of trees that present a hazard to property or people, or non-native invasive vegetative species, shall be removed. Additionally, an undisturbed vegetative area may be an area disturbed by construction that is intended to become an amenity, such as a buffer zone adjacent to a retention pond, that is left with a temporary protective ground cover that allows the natural succession of native plants to become established. Any form of maintenance, mowing, or weed control is prohibited.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Waters of the United States (WOTUS) means any waters within the federal definition of "waters of the United States" at 40 CFR 122.2, but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Wetland indicator status:

Indicator Code	Indicator Status	Designation	Comment
OWL	Obligate wetland	Hydrophyte	Almost always occur in wetlands
FACW	Facultative wetland	Hydrophyte	Usually occur in wetlands, but may occur in non-wetlands
FAC	Facultative	Hydrophyte	Occur in wetlands and non-wetlands
FACU	Facultative upland	Nonhydrophyte	Usually occur in non-wetlands, but may occur in wetlands
UPL	Obligate upland	Nonhydrophyte	Almost never occur in wetlands

Sec. 36-283. **Stormwater management and water quality- RESERVE**

(a) General standards for stormwater.

(1) Development drainage requirements:

- a. The developer will plan all drainage for his project in accordance with the requirements of the appropriate parish drainage authority and must meet the flood prevention and protection requirements of this article.
- b. The need for a drainage impact study will be determined by the drainage board and/or the parish engineer in consultation with the planning commission.
- c. All areas outside of a parish drainage district authority shall follow the stormwater requirements and the flood prevention and protection requirements of this article.
- d. No individual, partnership or corporation will deepen, widen, fill, reroute, or in any manner change or alter the course or location of existing ditch, or drainage canal without first obtaining written permission from the appropriate parish drainage authority.
- e. Whenever any stream or improved surface drainage course is located in an area that is being subdivided, the subdivider will dedicate an adequate servitude along the stream as determined by the appropriate parish drainage authority.
- f. Adequate provision will be made for the disposal of stormwater subject to the approval of the appropriate parish drainage authority. Necessary storm drainage will be located within the street right-of-way except where it is located in a servitude to facilitate outfall needs or for subdivision interconnection.

- g. All subdivision restrictive covenants will include a restriction against any construction, fill matter, or fences in any drainageway, designated drainage servitudes or the parish right of way, without approval from the appropriate parish authority. No fences, sheds, movable or immovable appurtenances shall be placed in designated drainage servitudes. Relocation of said obstructions shall be the sole responsibility of the property owner and the property owner shall bear all cost associated with the relocation.
- h. There will be no construction of any drainage facilities prior to the submittal and approval of plans by the appropriate parish drainage authority.
- (2) Development best management practices requirements:
 - a. All major subdivisions developments, special use residential commercial developments, and general commercial developments shall include a stormwater pollution prevention plan (SWPPP).
 - b. BMPs required for sediment and erosion control, stormwater retention, and mitigation during construction:
 - 1. The contractor's use and description of the approved BMPs shall be included with their SWPPP.
 - 2. The contractor shall include all BMPs and provide verification of the SWPPP to the parish prior to construction.
 - 3. Installation of these BMPs may be inspected by the parish for proper maintenance during the project construction phase, unless the state inspects such activity as part of an approved SWPPP.
- (3) BMPs: Construction activity requirements for major subdivisions and special use residential commercial developments shall comply with Louisiana Department of Environmental Quality (LDEQ) requirements for developing and submitting a SWPPP based upon the development size, prior to construction of infrastructure or structures and shall meet the minimum following standards. The contractor is responsible for the SWPPP, maintaining SWPPP documentation, and implementation.
 - a. Design of the SWPPP shall meet the latest requirements of the LDEQ. A SWPPP shall be developed and implemented for all developments disturbing one acre or greater. On developments over five acres a SWPPP shall be developed and a permit secured from LDEQ before implementing the SWPPP.
 - b. The SWPPP document and its LDEQ approval shall be submitted to the parish prior to receiving approval for a land clearing application.
 - 1. Design and construction of the SWPPP BMPs shall meet the minimum requirements of the latest version of LaDOTD standard plans for temporary erosion controls.
 - 2. Once construction begins the SWPPP documents must be maintained, updated, and available on-site to the parish engineer, floodplain administrator, consolidated drainage district administrator, and LDEQ.
 - 3. The SWPPP will contain BMPs components for control measures including methods for sediment control, stabilization practices for disturbed areas, and structural practices. Controls for off-site vehicle tracking of sediment and generation of dust shall be included. The project SWPPP shall demonstrate compliance with local waste and sewer system requirements, description of control methods for construction and waste materials stored on site, and description of control methods for pollutant sources, such as fuels, paints, chemicals, and concrete and asphalt waste.
 - 4. Maintenance of control methods shall be provided in a timely manner to ensure proper operation. Maintenance needs identified by inspection shall be accomplished before the next anticipated storm event or as soon as practicable.
 - 5. Inspections of SWPPP BMPs shall be conducted by the construction contractor or its designee every 14 days, before every anticipated storm event, and within 24 hours of every 0.5 inch rain event. Inspections shall be documented, identify actions required, and included in the SWPPP.
 - c. Parish government staff are authorized to inspect any infrastructure development site or building construction project site for violations of its SWPPP. All noncompliant conditions or any work being done contrary to the provisions of this article or otherwise required by law or development agreement or which is determined to be in a dangerous or unsafe manner shall be reported to the contractor's on-site representative and a remediation plan will be established. The contractor shall have 48 hours to comply with the remediation plan to correct all violations.
 - 1. If upon a subsequent inspection the violations have not been corrected as per the remediation plan, then a written notice of violation shall be issued, along with a written stop work order.
 - (i) The parish engineer or designee shall issue in writing the above notices for work to cease on any infrastructure development site within the affected area.
 - (ii) The building official or designee shall issue in writing the above notices for work to cease on any building construction sites for structures within the affected area.
 - (iii) Any work shall be immediately stopped by the owner or owner's agent or to the person doing the work.
 - 2. Violations are subject to the fines and penalties stated in section 1-13. Fines shall accrue until a SWPPP notice of compliance is issued by the parish government.
 - 3. Any fines or penalties shall be rectified prior to the issuance of a resume work order.
- (b) General standards for water quality: Development water quality requirements shall be in accordance with 303(d) of the Clean Water Act, total maximum daily loads (TMDL) as developed by the LDEQ, and in compliance with La Title 51-Chapter 13, Sanitary Code. All major commercial development projects in the parish, as identified in this chapter, all commercial projects, all change of use for commercial buildings, and all major subdivisions and special use residential commercial developments shall submit a "Request for Preliminary Determination of LPDES Permit Issuance" (RPD) to the LDEQ. Applicants shall provide a copy of LDEQ's response letter to the Tangipahoa Parish Environmental Health-Louisiana Department of Health-Office of Public Health (LDH-OPH). This document must be provided to LDH-OPH before any approvals can be granted by the parish planning or permit departments.

Sec. 36-284. General standards. RESERVE

- (a) Procedure and minimum requirements for the non-districted areas of the parish.
 - (1) Areas of poor drainage. Whenever a plat is submitted for an area that is subject to flooding or the development results in a drainage situation that adversely impacts the property of others, the developer shall demonstrate to the parish engineer how any potential adverse impact will be mitigated. In the case of an official designated floodway or special flood hazard area, a plat proposing prohibited types of development as specified in section 36-285, shall be rejected.
 - (2) Dedication of drainage easements. When a subdivision is traversed by a watercourse, channel or stream, there shall be provided a drainage easement or right of way conforming substantially to the lines of said watercourse, channel or stream, and of a minimum 50-foot width sufficient (as determined by the parish engineer) to maintain said watercourse, channel, or stream.
 - (3) Design requirements. Design and construction of all drainage shall be in accordance with specifications and standards of the state department of transportation and development (DOTD) unless otherwise directed.
 - (4) The following design requirement shall be included in a drainage impact study:
 - a. A watershed map with development site clearly defined and acreage and slope of basins within the watershed area indicated.
 - b. All drainage shall be predicated on a 100-year storm frequency of 24-hour duration.
 - c. Inventory of downstream structures of receiving outfall.
 - d. The minimum grade along the bottom of a drainage course shall ensure a design velocity of at least three feet per second (fps).
 - e. Design features that reduce the site post-development surface water runoff rate to an amount ten percent less than the pre-development surface water runoff rate based on a 25-year design storm and the 100-year design storm for a 24-hour rain event.
 - f. Documentation that the development will not obstruct any off-site flows or that it will provide a drainage system to convey that flow through or around the development without increasing the upgradient water surface elevation.
 - g. Documentation that fill placed in the development will not reduce the flood carrying capacity of a nearby stream which could cause an increase in water surface elevation. A "nearby stream" is one that is located within 500 feet of the development boundary from a "stream" designated on the USGS quadrangular sheet or designated on the Consolidated Gravity Drainage District No. 1 "Lateral Map."
 - h. Approved jurisdictional determination from the U.S. Army Corps of Engineers.
 - i. Ditches shall not be utilized for retention calculations.
 - j. Rear lot line drainage ditch and servitudes should be avoided where practicable. In the event a rear lot line drainage ditch is required, it shall conform to the typical section as shown in the Appendix B to the ordinance from which this chapter is derived. In the cases where there is a large drainage ditch, the servitude may need to be widened to accommodate future maintenance. This servitude shall not be included in any lot sold for home ownership. The parish engineer reserves the right to widen the required servitude based on maintenance needs.
 - k. Side slope of all surface drainage courses shall have at least a 3H:1V design.
 - l. All retention and detention ponds shall meet the standards and requirements of subsections (a)(5)a and b of this section.
- (5) Low impact developments (LIDs). Low impact developments are recognized methods used to improve water quality. The following are specific LID requirements for projects in the parish. Other proven LIDs may be utilized to improve water quality with the review and acceptance by the parish engineer.
 - a. Retention ponds utilized for stormwater management in developments shall be constructed to the following standards and submitted to the parish engineer for design approval:
 - 1. All retention ponds shall have a minimum 30-foot-wide buffer measured from the top of the pond. The buffer must remain as an undisturbed vegetative area other than areas designated as maintenance accessways.

2. The undisturbed vegetative area, where feasible, may be used as a bioremediation area to improve stormwater quality.
3. All retention ponds shall provide a means to circulate the retention pond water, with natural or mechanical means, to avoid stagnation that would breed algae and mosquitoes.
4. A ten-foot-wide maintenance accessway shall be provided through the buffer area to the pond.
5. A ten-foot-wide cleared area around the top edge of the pond will provide maintenance access to the overflow and inlet structures and for general pond maintenance.
6. Maintenance accessways may also contain the minimum four-foot-wide pedestrian trail which would designate the pond and buffer as an amenity area.
7. The maintenance accessways shall not be planted with any landscape materials that would interfere with maintenance activities of the pond.
8. For a retention pond and its buffer area to be considered part of the stormwater management area, an amenity area trail shall provide access to a minimum of 50 percent of the buffer area.
9. An amenity area shall have a four-foot-wide trail traversing the area and the trail shall be connected to an adjacent trail or to an accessway that is accessible to all of the development's residents.
10. An amenity trail may be located within the undisturbed vegetative area buffer when the area is not used for bioremediation of stormwater. When a trail does traverse through an undisturbed vegetative area, the maximum clearing for the trail shall be eight feet wide.
11. Littoral shelves shall be continuous around the perimeter of the pond when the size of the pond allows, a minimum of 48 inches wide, constructed 12 inches to 36 inches below the designed permanent water level, and planted with emergent, submerged, floating-leaved, or free-floating native vegetation listed in section 36-10. Where possible the littoral shelf shall vary in depth to promote a variety of vegetation types. The littoral shelf need not be continuous around a retention pond due to physical constraints of the site if approved by the parish engineer.
12. The littoral shelf shall be located adjacent to control structures or pipe inlets in order to maximize water quality benefits. The littoral shelf shall be located no closer than 20 feet from any discharge structure or pipe intake as measured from the water side of the discharge structure toward the center of the pond so as to not impede flow.
13. All littoral shelves and any planting in the buffer area shall be designed with native plants. All shrubs planted in the littoral shelf shall be a minimum of one gallon and spaced 36 inches on center maximum. Planting plans shall be stamped by a state-licensed landscape architect or state-licensed landscape horticulturist.
14. All retention ponds side slopes shall have maximum steepness of 4H:1V from the top of the pond bank to the littoral shelf and shall have a slope no steeper than 3H:1V from the littoral shelf to the bottom of the pond.
15. A maintenance program for retention ponds and littoral shelves shall be submitted to the parish engineer for review and acceptance of the program.
16. All detention ponds shall be maintained by the developer until after the formation of a homeowners' association (HOA) or the acceptance by the HOA or other private entity and shall be included in each development's codes, covenants, and deed restrictions as requiring maintenance in perpetuity.

b. Detention ponds utilized for stormwater management for all developments within the parish shall be constructed to the following standards:

1. Detention ponds shall meet the same requirements as retention ponds but shall not be required to have a littoral shelf.
2. Detention ponds shall fully drain within 48 hours of the end of each rain event.
3. All detention ponds shall have a minimum 30-foot buffer measured from the top of the pond. The buffer must remain as an undisturbed vegetative area other than areas designated as maintenance accessways.

business days to comply with the remediation plan to correct all violations. Once improvements are completed, the HOA or private entity must notify the parish's planning department for a new inspection to be conducted. If upon the subsequent inspection the violations have not been corrected as per the remediation plan, then a notice of violation shall be issued. Violations are subject to the fines and penalties stated in section 1-13. Fines shall accrue until a notice of compliance is issued by the parish government. All fines shall be paid prior to the issuance of any new permits for lot development or construction within the development.

(7) Procedural process for review:

- a. *Plan review and board action.* Plans will be reviewed by the parish engineer and the developer or the developer's engineer shall be notified if there are any corrections needed on the final plans. The developer or the developer's engineer shall make corrections, if needed, and submit ten sets of the plans to be reviewed by the planning commission's board at time of final plan approval request. If the plans are approved, a letter granting approval of final plans shall be issued by the planning commission authorizing the developer to begin construction of infrastructure. No work toward the construction of the drainage infrastructure may begin until said letter has been issued. If the plans are rejected the developer has the option to revise the plans and re-submit.
- b. *Completion of construction/maintenance period.* Upon completion of construction, the developer will request an inspection of the drainage improvements by the parish engineer. This request will be by letter and be accompanied by a set of as-built drawings. The as-builts shall profile all drainage facilities at 100-foot intervals. The developer shall rework any drainage facilities that do not meet standards as approved by planning commission.
- c. *Photo evidence of sign placement.* Included with the submittal of the preliminary drainage plan and hydraulic study, the engineer/developer shall include a photo of the notification sign indicating the date, location and time of the planning commission board meeting at which the development will be discussed. Omission of this required submittal shall result in the delayed placement of the proposed development on the planning commission board's agenda.

(b) In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located to be elevated to at least 12 inches above the base flood elevation;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 36-285. Specific standards.

(a) In all areas of special flood hazard where base flood elevation data has been provided as set forth in section 36-243, 36-266(a)(8), or 36-286(c), the following provisions are required:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to at least 12 inches above the base flood elevation.
 - a. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in section 36-266(a), is satisfied.
 - b. All standalone enclosed appurtenant structures shall have hydrostatic flood equalizing per this section and shall not exceed 549 square feet.
 - c. All standalone enclosed appurtenant structures 550 square feet or greater shall be elevated to the base flood elevation plus the required freeboard.

- (2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to at least 12 inches above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this section. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.
- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
- A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - The bottom of all openings shall be no higher than one foot above grade.
 - Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (4) *Manufactured homes.*
- Require that all manufactured homes to be placed within Zone A on a parish's FHB or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 - Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the parish's FIRM on sites:
 - Outside of a manufactured home park or subdivision;
 - In a new manufactured home park or subdivision;
 - In an expansion to an existing manufactured home park or subdivision; or
 - In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of a flood;
 be elevated on a permanent foundation such that the bottom of the longitudinal structural I beam of the manufactured home is elevated to at least 12 inches above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the parish's FIRM that are not subject to the provisions of this subsection (4) be elevated so that the bottom of the longitudinal structural I beam of the manufactured home is at least 12 inches above the base flood elevation.
- (5) *Recreational vehicles.* Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the parish's FIRM either:
- Be on the site for fewer than 180 consecutive days;
 - Be fully licensed and ready for highway use; or
 - Meet the permit requirements of section 36-267(a), and the elevation and anchoring requirements for manufactured homes in subsection (4) of this section.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

~~(6) Prohibited structures and functions. No facility or structure shall be used by any entities required by the LDEQ and/or EPA to report and/or track flammable, explosives, toxic, or hazardous materials unless stored in a vessel or tank, and in a manner approved by the regulatory agency.~~

~~(b) Developments that require a water quality impact study (WQIS).~~

- ~~(1) A conservation development may reduce its stormwater management area from 45 percent of the gross development area to 40 percent provided a water quality impact study (WQIS) per section 36-284(a)(6) is provided, and the development implements low impact development (LIDs) methods to detain and treat the first one-inch flush of stormwater. The 25-foot development perimeter buffer area and the 50-foot undisturbed riparian buffer along each side of drainage laterals and channels are stormwater management areas that shall not be reduced.~~
- ~~A minimum of 75 percent of the stormwater runoff must be detained in retention or detention ponds meeting the requirements of section 36-284(a)(5).~~
 - ~~Provide bioretention for all stormwater first flush (one inch) runoff utilizing vegetative bioretention areas, retention ponds, bioswales, constructed wetlands, or existing undisturbed vegetative areas or a combination. Bioretention areas and bioswales shall be constructed of native vegetation as per section 36-10. Individual lot owners are encouraged to construct bioswales and rain gardens on their property if they do not interfere with the development's drainage pattern.~~
 - ~~Provide a forebay to facilitate sediment removal prior to stormwater entering any retention ponds, detention pond or vegetative bioretention areas.~~
 - ~~Forebays shall be designed by a state licensed engineer or a state licensed landscape architect.~~
 - ~~No forebay shall be installed within a road right of way that is eligible for inclusion in parish road maintenance system.~~
 - ~~All development pavement other than roads eligible for inclusion in the parish road maintenance program shall be constructed with permeable paving materials.~~
 - ~~Off street parking located within the road right of way may be constructed of permeable paving materials if approved by the parish engineer.~~
 - ~~Drive aisles for parking lots of common amenities and pads for trash bins may be constructed of impervious paving.~~
 - ~~Walkways and amenity trails may be constructed of impervious materials with the parish engineer's approval.~~

4. Individual lot owners are encouraged to use permeable pavement for their driveways, parking, walkways, patios, and other paved areas as allowed by deed restrictions.
5. Any path, walk or trail used as an ADA accessible path of travel must be constructed of materials approved by the parish.
- (2) Any major subdivision or special use residential commercial development other than those specified within this section that provides a WQIS and implements LID methods to improve stormwater quality may reduce its stormwater management area by an area equal in area size to the LID areas, but not greater than five percent of the total development area and use that area for development. The 25-foot development perimeter buffer area and the 50-foot undisturbed riparian buffer along each side of drainage laterals and channels are stormwater management areas that shall not be reduced.
 - a. A minimum of 75 percent of the stormwater runoff must be detained in retention or detention ponds meeting the requirements of section 36-284(a)(5).
 - b. Provide bioretention for all stormwater first flush (one inch) runoff utilizing vegetative bioretention areas, bioswales, constructed wetlands, or existing undisturbed vegetative areas or a combination. Bioretention areas and bioswales shall be constructed of native vegetation as per section 36-10. Individual lot owners are encouraged to construct bioswales and rain gardens on their property if they do not interfere with the development's drainage pattern.
 - c. Provide a forebay to facilitate sediment removal prior to stormwater entering all retention ponds, detention pond or vegetative bioretention areas.
 1. Forebays shall be designed by a state licensed engineer or state licensed landscape architect.
 2. No forebay shall be installed within a road right of way that is eligible for inclusion in parish road maintenance system.
 - d. All development pavement other than roads eligible for inclusion in the parish road maintenance program shall be constructed with permeable paving materials.
 1. Off street parking located within the road right of way may be constructed of permeable paving materials if approved by the parish engineer.
 2. Drive aisles for parking lots of common amenities and pads for trash bins may be constructed of impervious paving.
 3. Walkways and amenity trails may be constructed of impervious materials with the parish engineer's approval.
 4. Individual lot owners are encouraged to use permeable pavement for their driveways, parking, walkways, patios, and other paved areas as allowed by deed restrictions.
 5. Any path, walk or trail used as an ADA accessible path of travel must be constructed of materials approved by the parish.

(6) *Accessory structure.* Accessory structures to be placed on sites within Zones A1-30, AH, AO and AE on the {local community name} FIRM shall comply with the following:

- a. The structure shall be used only for parking and limited storage;
- b. The structure shall not be used for human habitation. Prohibited activities or uses include but are not limited to working, sleeping, living, entertainment, cooking, or restroom use;
- c. The structure shall be unfinished on the interior.
- d. Structures shall be small in size, not exceed the size of a single story two car garage.
- e. Structures exceeding the size of a single story two car garage will be required to meet all applicable standards of Article 3 Section 3.3, Article 4 Section 4.3, Article 5 Section 5.1 & 5.2 including relevant subsections.
- f. Service facilities such as electrical and heating equipment must be elevated to or above the BFE plus 1 foot;
- g. The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- h. The structure shall be considered low in value, designed to have low flood damage potential and constructed with flood resistance materials;
- i. The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement;
- j. Floodway requirements must be met in the construction of the structure;
- k. Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE; and be placed on opposing walls with the net area of not less than 1 square inch for every square foot of the size of the footprint of the structure (Flood Vents);
- l. The openings (flood vents) shall be located no higher than 1 foot above grade;
- m. The openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

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 July, 2024 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: July 8, 2024

PUBLISHED: July 18, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: July 22, 2024

DELIVERED TO PRESIDENT: _____ day of July 2024 at _____

APPROVED BY PRESIDENT: _____

Robby Miller

Date

VETOED BY PRESIDENT: _____

Robby Miller

Date

RECEIVED FROM PRESIDENT: _____ day of July 2024 at _____

T. P. Ordinance No. 24-30

AN ORDINANCE TO AMEND AND ENACT IN CHAPTER 36 – PLANNING AND DEVELOPMENT, ARTICLE V-STANDARDS FOR DEVELOPMENT OF PROPERTY, SECTION 36-111 – GENERAL IMPROVEMENT STANDARDS – DRAINAGE REQUIREMENTS

Chapter 36 PLANNING AND DEVELOPMENT

ARTICLE V. STANDARDS FOR DEVELOPMENT OF PROPERTY

Sec. 36-111. General improvement standards.

- (a) *Setbacks for residential lots.* All undeveloped residential lots of record shall follow these setback requirements, unless otherwise specified in another section of this chapter or as noted on the recorded plat of existing approved subdivisions.
- (1) Front setback lines shall be a minimum of 25 feet from the property line.
 - (2) A setback of 35 feet is required for the entrance to any residential subdivision fronting on a parish or state road.
 - (3) Side and rear setback shall be ten feet from property lines.
- (b) *Land clearing.*
- (1) Approval of a land clearing permit from the parish is required for any parcel of five acres or more; any major subdivisions; and any special use residential commercial developments as required by the parish and in compliance with department of environmental quality SWPPP requirements.
 - (2) All applications for parcels 20 acres or larger shall include a wetland jurisdictional determination (JD) approved by the U.S. Army Corps of Engineers (Corps) shall also accompany the permit application. If the site does not contain wetlands, any further site development shall follow the applicable development regulations as set forth by the parish. If the site does contain wetlands, those wetlands areas shall be field marked, and no clearing operations shall be performed in those wetlands areas. Any further site development shall not disturb the identified wetlands areas until the site development plan and proposed wetland modifications are approved by the parish. Any wetlands modification shall meet the requirements set forth by the parish and shall be properly permitted by the Corps and the state department of natural resources (if applicable).
 - (3) This pertains to all developments, but specifically excludes the following: single residential structures (homes) with a construction permit, commercial forestry or timber operations with a logging permit, farming operations as defined by the state department of agriculture, and normal maintenance or pruning.
 - (4) Any parcel regardless of having received a logging and/or land clearing permit and which has been cleared or logged such that all or portions of the 25-foot vegetative perimeter buffer has been removed shall not be allowed to be submitted for a major subdivision development or for a special use residential commercial development approval within a 24-month period from the completion date of the clearing operation or until the vegetative perimeter buffer is restored in accordance with section 36-8.
 - (5) For major subdivision developments and special use residential commercial developments a land clearing permit shall not be issued until final approval has been obtained from the planning commission.
 - (6) A land clearing permit shall be required for all major subdivision developments and special use residential commercial developments on parcels of five acres or greater.
 - (7) Limited removal of vegetation for the sole purpose of obtaining information for an existing topographical survey shall not be deemed a violation of this chapter as long as no grubbing is performed.
- (c) *Gravel roads.* As identified for minor residential subdivisions as private roads, gravel roads must meet the following requirements:
- (1) Allowed in developments with eight lots or less;
 - (2) No more than 1,000 feet of roadway; and
 - (3) Restricted from being accepted into the parish maintenance system, until constructed as per parish standards with hard surface.
- (d) *Sewerage and water systems.* All new development of land shall meet the requirements of the parish or utility district and all state and federal regulations as applicable for each type of utility.
- (e) *Addressing.* All lots will be provided with an address from the parish 911 office prior to any structures being located on the lot.

(f) Drainage Requirements

- (1) The developer will plan all drainage for his project in accordance with the requirements of the appropriate parish drainage authority, and any additional parish drainage requirements and must meet the flood prevention and protection requirements in Article IX. Flood Prevention and Protection.
- (2) The need for a drainage impact study will be determined by the drainage board, drainage district administrator, and/or the parish engineer.
- (3) All areas outside of a parish drainage district authority shall follow the stormwater requirements and the flood prevention and protection requirements.
- (4) No individual, partnership or corporation will deepen, widen, fill, reroute, or in any manner change or alter the course or location of existing ditch, or drainage canal without first obtaining written permission from the appropriate parish drainage authority.
- (5) In accordance with LA R.S. 38:215 No developer shall impede the natural flow of drainage.
- (6) Adequate provision will be made for the disposal of stormwater subject to the approval of the appropriate parish drainage authority. Necessary storm drainage will be located within the street right-of-way except where it is located in a servitude to facilitate outfall needs or for subdivision interconnection.

- (7) All subdivision restrictive covenants will include a restriction against any construction, fill matter, or fences in any drainageway, designated drainage servitudes or the parish right-of-way, without approval from the appropriate parish authority. No fences, sheds, movable or immovable appurtenances shall be placed in designated drainage servitudes. Relocation of said obstructions shall be the sole responsibility of the property owner and the property owner shall bear all cost associated with the relocation.
- (8) There will be no construction of any drainage facilities prior to the submittal and approval of plans by the appropriate parish drainage authority.
- (9) All drainage ways within 100' of property boundaries and designated on the USGS quadrangular map or designated on the Consolidated Gravity Drainage District No. 1 "Lateral Map." shall be shown on the plans.

(g) Non-Districted Drainage Areas in the Parish Procedures and Minimum Requirements

- (1) *Areas of poor drainage.* Whenever a plat is submitted for an area that is subject to flooding or the development results in a drainage situation that adversely impacts the property of others, the developer shall demonstrate to the parish engineer how any potential adverse impact will be mitigated. In the case of an official designated floodway or special flood hazard area, a plat proposing prohibited types of development as specified in section 36-285, shall be rejected.
- (2) *Dedication of drainage easements.* When a subdivision is traversed by a watercourse, channel or stream, there shall be provided a drainage easement or right-of-way conforming substantially to the lines of said watercourse, channel or stream, and of a minimum 50-foot width sufficient (as determined by the parish engineer) to maintain said watercourse, channel, or stream.
- (3) *Design requirements.* Design and construction of all drainage shall be in accordance with specifications and standards of the state department of transportation and development (DOTD) unless otherwise directed.
- (4) The following design requirement shall be included in a *drainage impact study*:
 - a. A watershed map with development site clearly defined and acreage and slope of basins within the watershed area indicated.
 - b. All drainage shall be predicated on a 25 and 100-year storm frequency of 24-hour duration.
 - c. Inventory of downstream structures of receiving outfall.
 - d. The minimum grade along the bottom of a drainage course shall ensure a design velocity of at least three feet per second (fps).
 - e. Design features that reduce the site post-development surface water runoff rate to an amount ten percent less than the pre-development surface water runoff rate based on a 25-year design storm and the 100-year design storm for a 24-hour rain event.
 - f. Documentation that the development will not obstruct any off-site flows or that it will provide a drainage system to convey that flow through or around the development without increasing the upgradient water surface elevation.
 - g. Documentation that fill placed in the development will not reduce the flood carrying capacity of nearby stream which could cause an increase in water surface elevation. A "nearby stream" is one that is located within 500 feet of the development boundary from a "stream" designated on the USGS quadrangular sheet or designated on the Consolidated Gravity District No. 1 "Lateral Map".
 - h. Approved jurisdictional determination from the U.S. Army Corps of Engineers.
 - i. Ditches shall not be utilized for retention calculations.
 - j. Rear lot line drainage ditch and servitudes should be avoided where practicable. In the event a rear lot line drainage ditch is required, it shall conform to the typical section as shown in the Appendix C to the ordinance from which this chapter is derived. In the cases where there is a large drainage ditch, the servitude may need to be widened to accommodate future maintenance. This servitude shall not be included in any lot sold for home ownership. The parish engineer reserves the right to widen the required servitude based on maintenance needs.
 - k. Side slope of all surface drainage courses shall have at least a 3H:IV design.
 - l. All retention and detention ponds shall meet the standards and requirements of Low Impact Development a) and b)

(h) Stormwater Management & Water Quality

- (1) *Definitions:* The following definitions refer to urban stormwater runoff and non-point source pollution.
Point source pollution, such as industrial and wastewater discharges, are governed separately by specific discharge permits issued by the state DEQ and EPA.
Amenity area - a common area within the development which are provided for active and or passive recreational or social purposes and may be shared between all residents of the development.
Best management practices (BMPs) - the controls and activities used to prevent stormwater pollution during construction. BMPs can be structural, such as a silt fence, secondary containment for hazardous materials, or seeding disturbed land or non-structural, such as picking up trash, maintaining equipment, or training staff.
Bioswales - a vegetated, shallow, linear channel designed to capture, treat, and infiltrate stormwater runoff as it moves downstream. They are typically sized to treat and convey at a minimum the first one inch of stormwater runoff which is the first and often most polluted volume of water resulting from a storm event, also known as the "first flush."
Clean Water Act (CWA) - the primary federal law in the United States governing water pollution. Its objective is to restore and maintain the chemical, physical, and biological integrity of the nation's waters by preventing

point and non-point pollution sources, improving wastewater treatment, and maintaining the integrity of wetlands. It is administered by the U.S. Environmental Protection Agency (EPA), in coordination with state governments. The CWA is codified in 40 CFR 100—140, 401—471, and 501—503.

Construction - any human activity that includes clearing, grading, excavation, filling, or other placement, movement, removal, or depositing of soil, rock, organic materials, or earth minerals, and construction of facilities such as roads, parking, playgrounds, and buildings.

Contaminated - containing any material designated by EPA or state DEQ as a pollutant which is introduced into stormwater conveyances by urban stormwater contact with impervious surfaces.

Conveyance - drainage infrastructure that moves water from one place to another, including ditches, bioswales, pipes, canals, and waterways.

Detention pond, sometimes called a "dry pond", - an area which temporarily stores water after a storm, but eventually empties out at a controlled rate to a downstream water body. It also differs from an infiltration basin which is designed to direct stormwater to groundwater through permeable soils or retention pond which is designed to permanently store stormwater.

Discharge - any stormwater, including but not limited to sheet flow and point source, introduced into the MS4, drainage infrastructure, conveyances, ditches, or waterways of the parish, or into waters of the United States.

Drainage Authority – the authority having jurisdiction over a gravity drainage system. The jurisdiction could have joint authority.

Facility - any building, structure, property, installation, process or activity from which there is or may be a discharge of a pollutant.

First flush - the first one inch of rain.

Green infrastructure - is an approach to stormwater management that protects, restores, or mimics the natural water cycle. At its essence, green infrastructure reduces runoff, increases infiltration, and improves water quality. Green infrastructure is effective, economical, and enhances community safety and quality of life.

Hazardous substance - any of the following: any substance determined to be hazardous according to 49 CFR 171.8 or listed in Table 302.4 of 40 CFR 302 or section 311(b)(2)(A) of the Clean Water Act (33 USC 1317(a) and 1321(b)(A)).

Hazardous waste - any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR 261.

Louisiana discharge permit elimination system (LPDES) permit or national discharge permit elimination system (NPDES) permit - the permit issued by the state DEQ or the EPA, under authority delegated pursuant to 33 USC 1342(b) that authorizes the discharge of pollutants to waters of the United States.

Low impact development - refers to systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality.

Municipal separate storm sewer system (MS4) - roadside drainage systems, catchbasins, curbs, gutters, ditches, manmade channels, or storm drains used for collecting and/or conveying stormwater that is not intentionally connected with wastewater treatment outflows (combined sewers).

Permeable paving materials - a variety of surfacing techniques for roads, parking lots, and pedestrian walkways, unified under the common goal to allow for infiltration of stormwater runoff. Permeable pavement material surfaces typically include pervious concrete, paving stones, aggregate and interlocking pavers. Porous asphalt shall not be allowed as a permeable paving material. Unlike traditional impervious paving materials, permeable paving systems allow stormwater to percolate and infiltrate through the material and into the aggregate layers and/or soil below. In addition to reducing surface runoff, permeable paving systems can trap suspended solids, thereby filtering pollutants from stormwater. The goal is to control stormwater at the source, reduce runoff, and improve water quality by filtering pollutants in the subsurface layers.

Person - any individual, partnership, firm, company, corporation, association, trust, estate, entity, or any legal representative, agent, or assignee.

Point source - the discharge of pollutants at a specific location from pipes, outfalls, channels, or other discernible or discrete conveyances whose source is identifiable. The term "point source" does not include irrigation flow returns from agricultural stormwater runoff.

Pollutant in urban stormwater runoff - suspended sediments, heavy metals, phosphorus, nitrogen, petrochemicals, bacteria, and other so designated material that is collected by stormwater runoff.

Pollution - the contamination of the physical, thermal, chemical, or biological quality of waters that causes impairment of the designated uses of a water body as stipulated in the current EPA integrated report or renders the water harmful, detrimental, injurious to humans, animal life, vegetation, or impairs the usefulness for the public enjoyment of the water for any lawful or reasonable purpose.

Retention pond, sometimes called a wet pond, - a manmade pond with vegetation around the perimeter, a vegetative littoral shelf, and includes a permanent pool of water in its design. It is used to manage stormwater runoff to prevent flooding and downstream erosion, and improve water quality in an adjacent river, stream, lake or bay.

Sanitary sewage - the domestic sewage and/or industrial waste that is discharged into the sanitary sewer system and passes through the sanitary sewer system to any public or privately owned sewage treatment plant.

Sanitary sewer (or sewer) - the system of pipes, conduits, and other conveyances which carry industrial waste and sanitary sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to any sewage treatment plant.

Sediment - soil, sand, clay, and minerals washed from land into roadways, drainage infrastructure, and waterways, usually during or after a rain. Sediment may cause a reduction in storage capacity, impede drainage, destroy fish nesting areas, clog animal habitats, and cloud waters to such an extent as to prevent sunlight from reaching aquatic biota.

Stormwater - stormwater runoff, surface runoff and drainage runoff. (Agricultural stormwater may be excluded, subject to the provisions of L.A.C. 33.IX.2313.)

Stormwater pollution prevention plan (SWPPP) - is a site-specific written document and drawings required by the EPA and state DEQ for LPDES general permits for discharge of stormwater from construction activities (LAR100000 and LAR200000), LPDES multi-sector general permit, or any LPDES individual permit which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity at the facility.

Undisturbed vegetative area - an area where the existing vegetation is left undisturbed during and after construction. Only selective removal of trees that present a hazard to property or people, or non-native invasive vegetative species, shall be removed. Additionally, an undisturbed vegetative area may be an area disturbed by construction that is intended to become an amenity, such as a buffer zone adjacent to a retention pond, that is left with a temporary protective ground cover that allows the natural succession of native plants to become established. Any form of maintenance, mowing, or weed control is prohibited.

Wastewater - any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Waters of the United States (WOTUS) - any waters within the federal definition of "waters of the United States" at 40 CFR 122.2, but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Wetland indicator status.

<u>Indicator Code</u>	<u>Indicator Status</u>	<u>Designation</u>	<u>Comment</u>
<u>OBL</u>	<u>Obligate wetland</u>	<u>Hydrophyte</u>	<u>Almost always occur in wetlands</u>
<u>FACW</u>	<u>Facultative wetland</u>	<u>Hydrophyte</u>	<u>Usually occur in wetlands, but may occur in non-wetlands</u>
<u>FAC</u>	<u>Facultative</u>	<u>Hydrophyte</u>	<u>Occur in wetlands and non-wetlands</u>
<u>FACU</u>	<u>Facultative upland</u>	<u>Nonhydrophyte</u>	<u>Usually occur in non-wetlands, but may occur in wetlands</u>
<u>UPL</u>	<u>Obligate upland</u>	<u>Nonhydrophyte</u>	<u>Almost never occur in wetlands</u>

(2) Development best management practices requirements.

- a. All major subdivisions developments, special use residential commercial developments, and general commercial developments shall include a stormwater pollution prevention plan (SWPPP).
- b. BMPs required for sediment and erosion control, stormwater retention, and mitigation during construction.
 - 1. The contractor's use and description of the approved BMPs shall be included with their SWPPP.
 - 2. The contractor shall include all BMPs and provide verification of the SWPPP to the parish prior to construction.
 - 3. Installation of these BMPs may be inspected by the parish for proper maintenance during the project construction phase, unless the state inspects such activity as part of an approved SWPPP.

(3) BMPs. Construction activity requirements for major subdivisions and special use residential commercial developments shall comply with Louisiana Department of Environmental Quality (LDEQ) requirements for developing and submitting a SWPPP based upon the development size, prior to construction of infrastructure or structures and shall meet the minimum following standards. The contractor is responsible for the SWPPP, maintaining SWPPP documentation, and implementation.

- a. Design of the SWPPP shall meet the latest requirements of the LDEQ. A SWPPP shall be developed and implemented for all developments disturbing one acre or greater. On developments over five acres a SWPPP shall be developed and a permit secured from LDEQ before implementing the SWPPP.
- b. The SWPPP document and its LDEQ approval shall be submitted to the parish prior to receiving approval for a land clearing application.
 - 1. Design and construction of the SWPPP BMPs shall meet the minimum requirements of the latest version of LaDOTD standard plans for temporary erosion controls.
 - 2. Once construction begins the SWPPP documents must be maintained, updated, and available on-site to the parish engineer, floodplain administrator, consolidated drainage district administrator, and LDEQ.
 - 3. The SWPPP will contain BMPs components for control measures including methods for sediment control, stabilization practices for disturbed areas, and structural practices. Controls for off-site vehicle tracking of sediment and generation of dust shall be included. The project SWPPP shall demonstrate compliance with local waste and sewer system requirements, description of control methods for construction and waste materials stored on site, and description of control methods for pollutant sources, such as fuels, paints, chemicals, and concrete and asphalt waste.
 - 4. Maintenance of control methods shall be provided in a timely manner to ensure proper operation. Maintenance needs identified by inspection shall be accomplished before the next anticipated storm event or as soon as practicable.

5. Inspections of SWPPP BMPs shall be conducted by the construction contractor or its designee every 14 days, before every anticipated storm event, and within 24 hours of every 0.5-inch rain event. Inspections shall be documented, identify actions required, and included in the SWPPP.
- c. Parish government staff are authorized to inspect any infrastructure development site or building construction project site for violations of its SWPPP. All noncompliant conditions or any work being done contrary to the provisions of this article or otherwise required by law or development agreement or which is determined to be in a dangerous or unsafe manner shall be reported to the contractor's on-site representative and a remediation plan will be established. The contractor shall have 48 hours to comply with the remediation plan to correct all violations.
 1. If upon a subsequent inspection the violations have not been corrected as per the remediation plan, then a written notice of violation shall be issued, along with a written stop work order.
 - (i) The parish engineer or designee shall issue in writing the above notices for work to cease on any infrastructure development site within the affected area.
 - (ii) The building official or designee shall issue in writing the above notices for work to cease on any building construction sites for structures within the affected area.
 - (iii) Any work shall be immediately stopped by the owner or owner's agent or to the person doing the work.
 2. Violations are subject to the fines and penalties stated in section 1-13. Fines shall accrue until a SWPPP notice of compliance is issued by the parish government.
 3. Any fines or penalties shall be rectified prior to the issuance of a resume work order.
- (4) *General standards for water quality.* Development water quality requirements shall be in accordance with 303(d) of the Clean Water Act, total maximum daily loads (TMDL) as developed by the LDEQ, and in compliance with La Title 51 - Chapter 13, Sanitary Code. All major commercial development projects in the parish, as identified in this chapter, all commercial projects, all change of use for commercial buildings, and all major subdivisions and special use residential commercial developments shall submit a "Request for Preliminary Determination of LPDES Permit Issuance" (RPD) to the LDEQ. Applicants shall provide a copy of LDEQ's response letter to the Tangipahoa Parish Environmental Health - Louisiana Department of Health - Office of Public Health (LDH-OPH). This document must be provided to LDH-OPH before any approvals can be granted by the parish planning or permit departments.
- (5) *Low impact developments (LIDs).* Low impact developments are recognized methods used to improve water quality. The following are specific LID requirements for projects in the parish. Other proven LIDs may be utilized to improve water quality with the review and acceptance by the parish engineer.
 - a. Retention ponds utilized for stormwater management in developments shall be constructed to the following standards and submitted to the parish engineer for design approval:
 1. All retention ponds shall have a minimum 30-foot-wide buffer measured from the top of the pond. The buffer must remain as an undisturbed vegetative area other than areas designated as maintenance accessways.
 2. The undisturbed vegetative area, where feasible, may be used as a bioremediation area to improve stormwater quality.
 3. All retention ponds shall provide a means to circulate the retention pond water, with natural or mechanical means, to avoid stagnation that would breed algae and mosquitoes.
 4. A ten-foot-wide maintenance accessway shall be provided through the buffer area to the pond.
 5. A ten-foot-wide cleared area around the top edge of the pond will provide maintenance access to the overflow and inlet structures and for general pond maintenance.
 6. Maintenance accessways may also contain the minimum four-foot-wide pedestrian trail which would designate the pond and buffer as an amenity area.
 7. The maintenance accessways shall not be planted with any landscape materials that would interfere with maintenance activities of the pond.
 8. For a retention pond and its buffer area to be considered part of the stormwater management area, an amenity area trail shall provide access to a minimum of 50 percent of the buffer area.
 9. An amenity area shall have a four-foot-wide trail traversing the area and the trail shall be connected to an adjacent trail or to an accessway that is accessible to all of the development's residents.
 10. An amenity trail may be located within the undisturbed vegetative area buffer when the area is not used for bioremediation of stormwater. When a trail does traverse through an undisturbed vegetative area, the maximum clearing for the trail shall be eight feet wide.
 11. Littoral shelves shall be continuous around the perimeter of the pond when the size of the pond allows, a minimum of 48 inches wide, constructed 12 inches to 36 inches below the designed permanent water level, and planted with emergent, submerged, floating leaved, or free-floating native vegetation listed in section 36-10. Where possible the littoral shelf shall vary in depth to promote a variety of vegetation types. The littoral shelf need not be continuous around a retention pond due to physical constraints of the site if approved by the parish engineer.
 12. The littoral shelf shall be located adjacent to control structures or pipe inlets in order to maximize water quality benefits. The littoral shelf shall be located no closer than 20 feet from any discharge structure or pipe intake as measured from the water side of the discharge structure toward the center of the pond so as to not impede flow.

13. All littoral shelves and any planting in the buffer area shall be designed with native plants. All shrubs planted in the littoral shelf shall be a minimum of one gallon and spaced 36 inches on center maximum. Planting plans shall be stamped by a state-licensed landscape architect or state-licensed landscape horticulturist.
14. All retention ponds side slopes shall have maximum steepness of 4H:1V from the top of the pond bank to the littoral shelf and shall have a slope no steeper than 3H:1V from the littoral shelf to the bottom of the pond.
15. A maintenance program for retention ponds and littoral shelves shall be submitted to the parish engineer for review and acceptance of the program.
16. All retention ponds shall be maintained by the developer until after the formation of a homeowners' association (HOA) or the acceptance by the HOA or other private entity and shall be included in each development's codes, covenants, and deed restrictions as requiring maintenance in perpetuity.

b. Detention ponds utilized for stormwater management for all developments within the parish shall be constructed to the following standards:

1. Detention ponds shall meet the same requirements as retention ponds but shall not be required to have a littoral shelf.
2. Detention ponds shall fully drain within 48 hours of the end of each rain event.
3. All detention ponds shall have a minimum 30-foot buffer measured from the top of the pond. The buffer must remain as an undisturbed vegetative area other than areas designated as maintenance accessways.
4. The undisturbed vegetative area, where feasible, may be used as a bioremediation strip to improve stormwater quality.
5. A ten-foot-wide maintenance accessway shall be provided through the buffer area to the pond.
6. A ten-foot-wide cleared area around the top edge of the pond will be used as a maintenance accessway to the overflow and inlet structures and for general pond maintenance.
7. Maintenance accessways may also contain the four-foot-wide trail and count as an amenity area.
8. The maintenance accessways shall not be planted with any landscape materials that would interfere with maintenance activities of the pond.
9. For a detention pond and its buffer area to be considered as part of the stormwater management area an amenity area trail shall provide access to a minimum of 50 percent of the buffer area.
10. An amenity area shall have a four-foot-wide trail traversing the area and the trail shall be connected to an adjacent trail or to an accessway that is accessible to all of the development's residents.
11. An amenity trail may be located within the undisturbed vegetative area buffer when the area is not used for bioremediation of stormwater. When a trail does traverse through an undisturbed vegetative area, the maximum clearing for the trail shall be eight feet wide.
12. A detention pond's side slopes shall have maximum steepness of 3H:1V.
13. A maintenance program for detention ponds shall be included in the water quality impact study.
14. All detention ponds shall be maintained by the developer until after the formation of a homeowners' association (HOA) or the acceptance by the HOA or other private entity and shall be included in each development's codes, covenants, and deed restrictions as requiring maintenance in perpetuity.

c. Bioretention areas are planted landscape areas designed to receive, detain, infiltrate, and filter stormwater runoff. Bioretention areas include bioswales and undisturbed vegetative areas when properly incorporated into a water quality impact study (WQIS). Bioretention areas shall meet the following requirements:

1. No bioswale shall be installed within a road right-of-way or will be accepted into the parish road maintenance program.
2. Bioswales shall be part of the stormwater management area and shall not be included as part of any individual lot. Ownership and maintenance responsibility of all bioswales shall be either the responsibility of the homeowners' association or a private entity.
3. Areas identified as undisturbed vegetative areas (UVA) and undisturbed vegetative buffer areas may be utilized as bioretention areas as long as stormwater is dispersed into the area as sheet flow that does not cause any erosion in the buffer area. No stormwater flowing out of the undisturbed vegetative area shall cause an adverse impact to any adjoining property or lots and shall be collected and conveyed in an approved manner to a retention pond, detention pond, swale or stream.
4. Only native plants as listed in section 36-10 shall be used in an area designated as a bioretention area.
5. Bioretention areas and bioswales shall be designed by a state-licensed landscape architect to filter and retain pollutants from the first one-inch flush of stormwater. Plans shall be submitted as part of the water quality impact study. All LIDs shall be maintained by the developer until the formation of a homeowners' association or the acceptance by a private entity and shall be included in each development's codes, covenants, and deed restrictions requiring maintenance in perpetuity.

(6) Water quality impact study (WQIS). Where a WQIS is required in section 36-111 (h)(9) it shall meet the requirements below and be submitted to the parish engineer for review and acceptance:

- a. The WQIS shall identify low impact developments (LIDs) methods to reduce flood risk and stormwater runoff pollution through preservation of existing vegetation and hydrology, stormwater runoff infiltration and filtration, sediment and erosion control, and stormwater retention and detention.

- b. As part of the WQIS plans and details the developer shall identify low impact development methods that will reduce water runoff pollutants to assist the parish in meeting its water quality guidelines.
- c. The development of the WQIS shall follow the process and procedures identified in Stormwater Best Management Practices, East Baton Rouge, Parish-Master Development Program.
- d. The submittal requirements for the WQIS are found in Appendix D to the ordinance from which this chapter is derived.
- e. All stormwater LID methods to be constructed on site must meet engineering and landscape architecture industries standard practices for design, implementation plans, and maintenance plans.
- f. A private stormwater quality design certification signed and sealed by a state-licensed engineer or landscape architect shall be included with all WQIS. See Appendix D to the ordinance from which this chapter is derived for the certification form.
- g. A private stormwater quality maintenance covenant shall be notarized and signed by the developer/owner and recorded with the parish clerk of court and then submitted to the parish engineer. See Appendix D to the ordinance from which this chapter is derived for the required private stormwater quality covenant.
- h. A post-construction inspection report prepared by a state-licensed engineer or landscape architect shall be provided by the party responsible for the development or maintenance of the low impact development methods at the request or on a schedule approved by the parish engineer. The report shall be consistent with the drainage maintenance plan and describe the conditions and recommended maintenance requirements of all components of the water quality impact study, including but not limited to ponds, forebays, bioswales and any subsurface manufactured water quality features. When deficiencies and problems are identified in the report, corrective action shall be completed within 90 days of the submission of the inspection report with evidence that the work has been completed and provided to parish engineer.
- i. Parish government staff are authorized to inspect a development for violations of its private stormwater quality maintenance covenant. All noncompliant conditions shall be reported to the homeowners' association (HOA) or the responsible private entity representative and a remediation plan will be established. The HOA or private entity shall have 30 business days to comply with the remediation plan to correct all violations. Once improvements are completed, the HOA or private entity must notify the parish's planning department for a new inspection to be conducted. If upon the subsequent inspection the violations have not been corrected as per the remediation plan, then a notice of violation shall be issued. Violations are subject to the fines and penalties stated in section 1-13. Fines shall accrue until a notice of compliance is issued by the parish government. All fines shall be paid prior to the issuance of any new permits for lot development or construction within the development.

(7) Procedural process for review.

- a. *Plan review and board action.* Plans will be reviewed by the parish engineer and the developer or the developer's engineer shall be notified if there are any corrections needed on the final plans. The developer or the developer's engineer shall make corrections, if needed, and submit ten sets of the plans to be reviewed by the planning commission's board at time of final plan approval request. If the plans are approved, a letter granting approval of final plans shall be issued by the planning commission authorizing the developer to begin construction of infrastructure. No work toward the construction of the drainage infrastructure may begin until said letter has been issued. If the plans are rejected the developer has the option to revise the plans and re-submit.
- b. *Completion of construction/maintenance period.* Upon completion of construction, the developer will request an inspection of the drainage improvements by the parish engineer. This request will be by letter and be accompanied by a set of as-built drawings. The as-builts shall profile all drainage facilities at 100-foot intervals. The developer shall rework any drainage facilities that do not meet standards as approved by planning commission.
- c. *Photo evidence of sign placement.* Included with the submittal of the preliminary drainage plan and hydraulic study, the engineer/developer shall include a photo of the notification sign indicating the date, location and time of the planning commission board meeting at which the development will be discussed. Omission of this required submittal shall result in the delayed placement of the proposed development on the planning commission board's agenda.
- d. In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:
 - 1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - 2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
 - 3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 - 4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located to be elevated to at least 12 inches above the base flood elevation;
 - 5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - 6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and

7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- (8) *Prohibited structures and functions.* No facility or structure shall be used by any entities required by the LDEQ and/or EPA to report and/or track flammable, explosives, toxic, or hazardous materials unless stored in a vessel or tank, and in a manner approved by the regulatory agency.
- (9) Developments that require a water quality impact study (WQIS).
 - a. A conservation development may reduce its stormwater management area from 45 percent of the gross development area to 40 percent provided a water quality impact study (WQIS) per section 36-111(h)(6) is provided, and the development implements low impact development (LIDs) methods to detain and treat the first one-inch flush of stormwater. The 25-foot development perimeter buffer area and the 50-foot undisturbed riparian buffer along each side of drainage laterals and channels are stormwater management areas that shall not be reduced.
 1. A minimum of 75 percent of the stormwater runoff must be detained in retention or detention ponds meeting the requirements of section 36-111(h)(5).
 2. Provide bioretention for all stormwater first flush (one inch) runoff utilizing vegetative bioretention areas, retention ponds, bioswales, constructed wetlands, or existing undisturbed vegetative areas or a combination. Bioretention areas and bioswales shall be constructed of native vegetation as per section 36-10. Individual lot owners are encouraged to construct bioswales and rain gardens on their property if they do not interfere with the development's drainage pattern.
 3. Provide a forebay to facilitate sediment removal prior to stormwater entering any retention ponds, detention pond or vegetative bioretention areas.
 - i. Forebays shall be designed by a state-licensed engineer or a state-licensed landscape architect.
 - ii. No forebay shall be installed within a road right-of-way that is eligible for inclusion in parish road maintenance system.
 - b. All development pavement other than roads eligible for inclusion in the parish road maintenance program shall be constructed with permeable paving materials.
 1. Off street parking located within the road right-of-way may be constructed of permeable paving materials if approved by the parish engineer.
 2. Drive aisles for parking lots of common amenities and pads for trash bins may be constructed of impervious paving.
 3. Walkways and amenity trails may be constructed of impervious materials with the parish engineer's approval.
 4. Individual lot owners are encouraged to use permeable pavement for their driveways, parking, walkways, patios, and other paved areas as allowed by deed restrictions.
 5. Any path, walk or trail used as an ADA accessible path of travel must be constructed of materials approved by the parish.
- (10) Any major subdivision or special use residential commercial development other than those specified within this section that provides a WQIS and implements LID methods to improve stormwater quality may reduce its stormwater management area by an area equal in area size to the LID areas, but not greater than five percent of the total development area and use that area for development. The 25-foot development perimeter buffer area and the 50-foot undisturbed riparian buffer along each side of drainage laterals and channels are stormwater management areas that shall not be reduced.
 - a. A minimum of 75 percent of the stormwater runoff must be detained in retention or detention ponds meeting the requirements of section 36-111(h)(5).
 - b. Provide bioretention for all stormwater first flush (one inch) runoff utilizing vegetative bioretention areas, bioswales, constructed wetlands, or existing undisturbed vegetative areas or a combination. Bioretention areas and bioswales shall be constructed of native vegetation as per section 36-10. Individual lot owners are encouraged to construct bioswales and rain gardens on their property if they do not interfere with the development's drainage pattern.
 - c. Provide a forebay to facilitate sediment removal prior to stormwater entering all retention ponds, detention pond or vegetative bioretention areas.
 1. Forebays shall be designed by a state-licensed engineer or state-licensed landscape architect.
 2. No forebay shall be installed within a road right-of-way that is eligible for inclusion in parish road maintenance system.
 - d. All development pavement other than roads eligible for inclusion in the parish road maintenance program shall be constructed with permeable paving materials.
 1. Off street parking located within the road right-of-way may be constructed of permeable paving materials if approved by the parish engineer.
 2. Drive aisles for parking lots of common amenities and pads for trash bins may be constructed of impervious paving.
 3. Walkways and amenity trails may be constructed of impervious materials with the parish engineer's approval.
 4. Individual lot owners are encouraged to use permeable pavement for their driveways, parking, walkways, patios, and other paved areas as allowed by deed restrictions.

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 July, 2024 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: July 8, 2024

PUBLISHED: July 18, 2024 OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: July 22, 2024

DELIVERED TO PRESIDENT: _____ day of July 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of July 2024 at _____

T.P. Ordinance No. 24-31

AN ORDINANCE AMENDING AND ENACTING APPENDIX C,
FIGURE 16

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, Appendix C, Figure 16 as attached:

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

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 July, 2024 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: July 8, 2024

PUBLISHED: July 18, 2024

OFFICIAL JOURNAL Hammond Daily Star

ADOPTED BY TPC: July 22, 2024

DELIVERED TO PRESIDENT: _____ day of July 2024 at _____

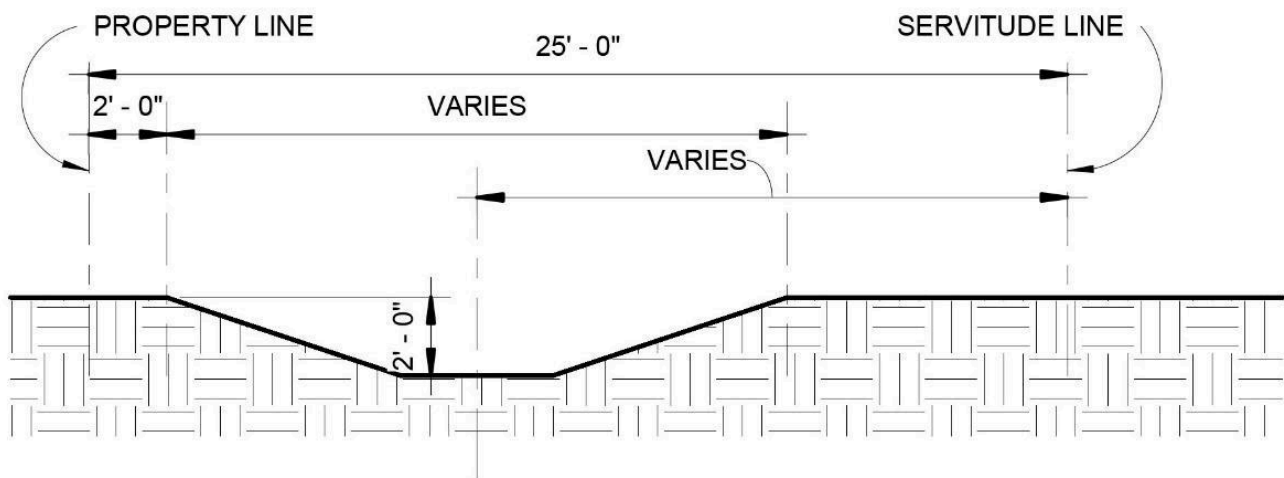
APPROVED BY PRESIDENT: _____

Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of July 2024 at _____

REAR LOT LINE DRAINAGE SERVITUDE



T.P. Ordinance No. 24-32

AN ORDINANCE AMENDING AND ENACTING CHAPTER 36-PLANNING AND DEVELOPMENT – SECTIONS REFERENCING ARTICLE IX TO ARTICLE V

WHEREAS, the adoption of T.P. Ordinance No. 24-29 and T.P. Ordinance 24-30 amends language in Article IX and Article V; and

WHEREAS, Sections 36-143 and 36-224 that reference Article IX needs to be amended to reference Article V as listed below.

CHAPTER 36 PLANNING AND DEVELOPMENT

ARTICLE VI. ADDITIONAL AGENCIES’ REQUIREMENTS

Sec. 36-143. General infrastructure reviews and approvals

- (2) Stormwater:
 - a. Development drainage requirements
 - 2. All areas outside of a parish drainage district authority shall follow the stormwater requirements and the flood prevention and protection requirements of ~~article IX~~ article V of this chapter.

ARTICLE VIII. DEVELOPMENTS WITH SPECIAL PROVISIONS

Sec. 36-224. Renewable energy power plants (solar energy).

- (d) Provisions for permit review. Following the provisions of the parish Code, additional or more thorough consideration shall be given to the following as the parish determines whether the project needs to be approved, denied, or conditionally approved:
 - (11) The drainage plan must follow the latest development drainage requirements of the parish (~~article IX~~ article V of this chapter).

BE IT FURTHER ORDAINED that this ordinance shall become effective immediately upon signature of the Parish President and all previous ordinances in conflict with said ordinance are hereby repealed.

This ordinance having been submitted in writing, having been introduced at a public meeting of the Tangipahoa Parish Council, discussed at a public hearing of said council and was submitted to an official vote of the Tangipahoa Parish Council 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 July, 2024 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: July 8, 2024
PUBLISHED: July 18, 2024 OFFICIAL JOURNAL Hammond Daily Star
ADOPTED BY TPC: July 22, 2024

DELIVERED TO PRESIDENT: _____day of July 2024 at _____

APPROVED BY PRESIDENT: _____
Robby Miller Date

VETOED BY PRESIDENT: _____
Robby Miller Date

RECEIVED FROM PRESIDENT: _____ day of July 2024 at _____

T.P. Resolution No. R24-22

**A RESOLUTION OF TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT
AUTHORIZING THE PARISH PRESIDENT AS THE DESIGNATED AUTHORITY TO
EXECUTE ANY AND ALL DOCUMENTS IN REGARD TO
PROJECT H.015605 S. TANGIPAHOA ROADS – PAV REHAB PHASE 2**

WHEREAS, the state and federal Project H.015605 is to mill, patch/base rehabilitation and overlay Bankston Road from US 190 to Hwy 1040, Club Deluxe Road from I-55 to Happywoods, and Old US 51 from Guzzardo Lane to US 51, in Tangipahoa, Tangipahoa Parish, Louisiana; and

WHEREAS, such agreement requires that the Tangipahoa Parish Government provide a certified copy of a resolution which authorizes submission of such documents and authorizes a signatory party; and

NOW, THEREFORE BE IT RESOLVED, by the Tangipahoa Parish President Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that Honorable Charles R. Miller, Tangipahoa Parish President, is hereby authorized to execute any and all documents on behalf of the Tangipahoa Parish Government between Department of Transportation and Development (DOTD) and the Tangipahoa Parish Government concerning Project H.015605 S. Tangipahoa Roads, Pav Rehab Phase 2.

On motion by ___ and seconded by __, the foregoing Resolution was hereby declared adopted on this the 8th day of July, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

David P. Vial, Chairman
Tangipahoa Parish Council

Jill DeSouge, Council Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish



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

Jeff Landry, Governor
Joe Donahue, Secretary

May 8, 2024

Mr. Kevin Greer, Project Manager
Tangipahoa Parish Government
206 E. Mulberry Street
Amite, LA 70422

RE: **Original Agreement**
State Project No. H.015605
F.A.P. No. H015605
S Tangipahoa Roads – Pav Rehab Phase 2
Tangipahoa Parish

Dear Mr. Greer:

Transmitted herewith is one (1) pdf. Agreement between the Department of Transportation and Development (DOTD), and the Tangipahoa Parish Government.

We have 2 options for submitting signed agreements:

1. You may print 2 copies of the agreement have all documents signed in the appropriate places. After all required signatures have been obtained the signed documents may be mailed to: **DOTD, Attention: Caitlyn Johnson, P.O. Box 94245, Room 405JJ, Baton Rouge, LA 70804-9245, undated,**
2. Or, you may DocuSign the agreement, please check your email for the DocuSign notification. Please make sure to provide the current resolution.

The documents will be dated following its execution by the Department, and one signed original agreement will be returned to you for your files.

If you have any questions or comments, please contact **Caitlyn Johnson at (225) 379-1720 or email at caitlyn.johnson3@la.gov.**

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the Tangipahoa Parish Government and return with the signed documents.

Sincerely,

DocuSigned by:
TONYIC LACHELLE ROBERTSON
2A0C94BDD0B0049F
Tonyic Robertson
Contract/Grants Reviewer Manager

TR: cj
Attachments
pc: Mr. Ryan Richard

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.015605
FEDERAL AID PROJECT NO. H015605
S TANGIPAHOA ROADS - PAV REHAB PHASE 2
TANGIPAHOA PARISH**

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20__, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “**DOTD**,” and **Tangipahoa Parish Government**, a political subdivision of the State of Louisiana, hereinafter referred to as “**Entity**”.

WITNESSETH: That;

WHEREAS, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

Revised 10/22/2021

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

The foregoing recitals are hereby incorporated by reference into this agreement.

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is mill, patch/base rehabilitation and overlay Bankston Road from US 190 to Hwy 1040, Club Deluxe Road from I-55 to Happywoods, and Old US 51 from Guzzardo Lane to US 51, in Tangipahoa, Tangipahoa Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.015605 and Federal Project No. H015605**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Responsibility Table Roadway Control Section 000-53			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	Yes	No	Depending on type of environmental document, DOTD may prepare.
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for state or federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Funding Table¹ Roadway Control Section 000-53			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) ²	100%	0%	
Utility Permits	100%	0%	
Construction	20%	80%	80% Federal (STP50-200K)
Construction Engineering and Inspection	20%	80%	80% Federal (STP50-200K)
Construction Engineering Testing	20%	80%	80% Federal (STP50-200K)
Non-Infrastructure Enhancements	100%	0%	

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be

required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment from DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 23 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs

incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and state requirements applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on

acronyms see the LPA Manual located on the DOTD website: (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required systems or relocations.

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided

in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the “Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts” are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into

by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a sub-recipient risk assessment from DOTD. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final

Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: COMPLIANCE WITH LAWS

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

ARTICLE XXIII: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

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

TANGIPAHOA PARISH GOVERNMENT

BY: _____

Typed or Printed Name

Title

72-6001371
Taxpayer Identification Number

E2NUJD8QS4R4
Unique Entity ID Number

20.205
Assistance Listing Number (ALN)

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

T.P. Resolution No. R24-23

**A RESOLUTION OF TANGIPAHOA PARISH COUNCIL-PRESIDENT GOVERNMENT
AUTHORIZING THE PARISH PRESIDENT AS THE DESIGNATED AUTHORITY TO
EXECUTE ANY AND ALL DOCUMENTS IN REGARD TO
PROJECT H.015706 US 190 AT INDUSTRIAL PARK ROAD IMPROVEMENT**

WHEREAS, the state and federal Project H.015706 is to construct a roundabout at US 190 and Industrial Park Road, and make turn lane improvements at US 190 and LA 3158, in Hammond, Tangipahoa Parish, Louisiana; and

WHEREAS, such agreement requires that the Tangipahoa Parish Government provide a certified copy of a resolution which authorizes submission of such documents and authorizes a signatory party; and

NOW, THEREFORE BE IT RESOLVED, by the Tangipahoa Parish President Council-President Government, governing authority of Tangipahoa Parish, State of Louisiana, that Honorable Charles R. Miller, Tangipahoa Parish President, is hereby authorized to execute any and all documents on behalf of the Tangipahoa Parish Government between Department of Transportation and Development (DOTD) and the Tangipahoa Parish Government concerning Project H.015706 US 190 at Industrial Park Road Improvement.

On motion by ___ and seconded by __, the foregoing Resolution was hereby declared adopted on this the 8th day of July, 2024 by the following roll-call vote:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

ATTEST:

David P. Vial, Chairman
Tangipahoa Parish Council

Jill DeSouge, Council Clerk
Tangipahoa Parish Council

Robby Miller, President
Tangipahoa Parish



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

Jeff Landry, Governor
Joe Donahue, Secretary

May 9, 2024

Mr. Kevin Greer, Project Manager
Tangipahoa Parish Government
206 E. Mulberry Street
Amite, LA 70422

RE: **Original Agreement**
State Project No. H.015706
F.A.P. No. H015706
US 190 at Industrial Park Road Improv
Tangipahoa Parish

Dear Mr. Greer:

Transmitted herewith is one (1) pdf. Agreement between the Department of Transportation and Development (DOTD), and the Tangipahoa Parish Government.

We have 2 options for submitting signed agreements:

1. You may print 2 copies of the agreement have all documents signed in the appropriate places. After all required signatures have been obtained the signed documents may be mailed to: **DOTD, Attention: Caitlyn Johnson, P.O. Box 94245, Room 405JJ, Baton Rouge, LA 70804-9245, undated,**
2. Or, you may DocuSign the agreement, please check your email for the DocuSign notification. Please make sure to provide the current resolution.

The documents will be dated following its execution by the Department, and one signed original agreement will be returned to you for your files.

If you have any questions or comments, please contact **Caitlyn Johnson at (225) 379-1720 or email at caitlyn.johnson3@la.gov.**

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the Tangipahoa Parish Government and return with the signed documents.

Sincerely,

DocuSigned by:
Tonyic LACHELLE ROBERTSON
2A0C94BDD80049F
Tonyic Robertson
Contract/Grants Reviewer Manager

TR: cj
Attachments
pc: Mr. Ryan Richard

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.015706
FEDERAL AID PROJECT NO. H015706
US 190 AT INDUSTRIAL PARK ROAD IMPROV
US 190 & LA 3158
TANGIPAHOA PARISH**

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “**DOTD**,” and **Tangipahoa Parish Government**, a political subdivision of the State of Louisiana, hereinafter referred to as “**Entity**”.

WITNESSETH: That;

WHEREAS, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

Revised 10/22/2021

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

The foregoing recitals are hereby incorporated by reference into this agreement.

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct a roundabout at US 190 and Industrial Park Road, and make turn lane improvements at US 190 and LA 3158, in Hammond, Tangipahoa Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.015706 and Federal Project No. H015706**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Responsibility Table Roadway Control Section 000-53 (Industrial Park Road – Roundabout)			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	No	Yes	
Construction Engineering Administration and Inspection	No	Yes	
Construction Engineering Testing	No	Yes	
Non-Infrastructure Enhancements	Yes	No	

Responsibility Table Roadway Control Section 013-09 (US 190 – Roundabout)			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	No	Yes	
Appraisal Review	No	Yes	
Acquisition/Relocation Services	No	Yes	
Other Right of Way Services	No	Yes	
Permits Necessary for Project	No	Yes	
Utility Agreements (Clearance/Relocation)	No	Yes	
Utility Permits	No	Yes	
Construction	No	Yes	
Construction Engineering Administration and Inspection	No	Yes	
Construction Engineering Testing	No	Yes	
Non-Infrastructure Enhancements	Yes	No	

Responsibility Table Roadway Control Section 013-09 (US 190 – Turn Lanes)			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	No	Yes	
Appraisal Review	No	Yes	
Acquisition/Relocation Services	No	Yes	
Other Right of Way Services	No	Yes	
Permits Necessary for Project	No	Yes	
Utility Agreements (Clearance/Relocation)	No	Yes	
Utility Permits	No	Yes	
Construction	No	Yes	
Construction Engineering Administration and Inspection	No	Yes	
Construction Engineering Testing	No	Yes	
Non-Infrastructure Enhancements	Yes	No	

Responsibility Table Roadway Control Section 853-39 (LA 3158 – Turn Lanes)			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	No	Yes	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	No	Yes	
Appraisal Review	No	Yes	
Acquisition/Relocation Services	No	Yes	
Other Right of Way Services	No	Yes	
Permits Necessary for Project	No	Yes	
Utility Agreements (Clearance/Relocation)	No	Yes	
Utility Permits	No	Yes	
Construction	No	Yes	
Construction Engineering Administration and Inspection	No	Yes	
Construction Engineering Testing	No	Yes	
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for state or federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Funding Table¹ Roadway Control Section 000-53 (Industrial Park Road – Roundabout)			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	0%	100%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) ²	0%	100%	100% Federal (STP 50-200K)
Utility Permits	0%	100%	100% Federal (STP 50-200K)
Construction	0%	100%	100% Federal (STP 50-200K)
Construction Engineering and Inspection	0%	100%	100% State (Dist. 62 will perform CE&I)
Construction Engineering Testing	0%	100%	100% State (Dist. 62 will perform testing)
Non-Infrastructure Enhancements	100%	0%	

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²Includes railroads

Funding Table¹ Roadway Control Section 013-09 (US 190 – Roundabout)			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	0%	100%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	0%	100%	
Utility Agreements (Clearance/Relocation) ²	0%	100%	100% Federal (STP 50-200K)
Utility Permits	0%	100%	100% Federal (STP 50-200K)
Construction	0%	100%	100% Federal (STP 50-200K)
Construction Engineering and Inspection	0%	100%	100% State (Dist. 62 will perform CE&I)
Construction Engineering Testing	0%	100%	100% State (Dist. 62 will perform testing)
Non-Infrastructure Enhancements	100%	0%	

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²Includes railroads

Funding Table¹ Roadway Control Section 013-09 (US 190 – Turn Lanes)			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	0%	100%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	0%	100%	80% Federal (STP 50-200K), 20% State
Appraisal Review	0%	100%	80% Federal (STP 50-200K), 20% State
Acquisition/Relocation Services	0%	100%	80% Federal (STP 50-200K), 20% State
Other Right of Way Services	0%	100%	80% Federal (STP 50-200K), 20% State
Permits Necessary for Project	0%	100%	
Utility Agreements (Clearance/Relocation) ²	0%	100%	80% Federal (STP 50-200K), 20% State
Utility Permits	0%	100%	80% Federal (STP 50-200K), 20% State
Construction	0%	100%	80% Federal (STP 50-200K), 20% State
Construction Engineering and Inspection	0%	100%	100% State (Dist. 62 will perform CE&I)
Construction Engineering Testing	0%	100%	100% State (Dist. 62 will perform testing)
Non-Infrastructure Enhancements	100%	0%	

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO

area, a Funding Commitment Letter will be used to identify the available funds.

²Includes railroads

Funding Table¹ Roadway Control Section 853-39 (LA 3158 – Turn Lanes)			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	0%	100%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	0%	100%	80% Federal (STP 50-200K), 20% State
Appraisal Review	0%	100%	80% Federal (STP 50-200K), 20% State
Acquisition/Relocation Services	0%	100%	80% Federal (STP 50-200K), 20% State
Other Right of Way Services	0%	100%	80% Federal (STP 50-200K), 20% State
Permits Necessary for Project	0%	100%	
Utility Agreements (Clearance/Relocation) ²	0%	100%	80% Federal (STP 50-200K), 20% State
Utility Permits	0%	100%	80% Federal (STP 50-200K), 20% State
Construction	0%	100%	80% Federal (STP 50-200K), 20% State
Construction Engineering and Inspection	0%	100%	100% State (Dist. 62 will perform CE&I)
Construction Engineering Testing	0%	100%	100% State (Dist. 62 will perform testing)
Non-Infrastructure Enhancements	100%	0%	

¹*Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.*

²*Includes railroads*

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment from DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;

- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm

(if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and state requirements applicable to the roadway(s) that is/are

the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website: (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required

systems or relocations.

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity

for use by project personnel.

5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.

(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.

(e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a sub-recipient risk assessment from DOTD. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material

available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith

to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations,

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including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE XXIII: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

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

TANGIPAHOA PARISH GOVERNMENT

BY: _____

Typed or Printed Name

Title

72-6001371

Taxpayer Identification Number

E2NUJD8QS4R4

Unique Entity ID Number

20.205

Assistance Listing Number (ALN)

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____