

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER DANIELSON; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER BUSH.

ORDINANCE NO. 22-28

AN ORDINANCE FOR THE CITY OF MANDEVILLE ADOPTING SECTION 13-6 THROUGH SECTION 13-9 OF THE CODE OF ORDINANCES, FORMERLY RESERVED, FOR THE LOCATION/PLACEMENT OF PUBLIC AND PRIVATE UTILITIES IN CITY RIGHTS-OF-WAY AND THE PROCEDURE

WHEREAS, Public and private utilities desire to expand their infrastructure within the municipal boundaries of the City of Mandeville through access and utilization of the City's public rights-of-way;

WHEREAS, the City of Mandeville agrees that the expansion of certain public and private utilities within the municipal boundaries of the City will provide a public benefit and assist in the economic development of the area, and the City has a reasonable expectation of receiving these benefits;

WHEREAS, the City of Mandeville desires to allow for the access and use of the municipal rights-of-ways, subject to a procedure that ensures notice to the City, safeguards existing uses and utilities provided to avoid disruption, and to protections to the City and its citizens in the event of any disruption of services, damage to property or other obstruction as a result of the use of its rights-of-ways by public or private utilities;

WHEREAS, the City of Mandeville desires to adopt Section 13-6 through Section 13-9 to prescribe the procedure for use of municipal rights-of-ways by public and private utilities and to allow for enforcement of any violation of the procedure prescribed herein.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-6 be adopted to read as follows:

Section 13-6. Procedure for placement of public and private utilities in City rights-of-way

A. Purpose

1. The purpose of this section and section 13-7, 13-8, and 13-9 shall be to establish the procedure for placement of public and private utilities within City rights-of-way and proposed City rights-of-way, as well as the notification process for same. The term "utility" shall be generally defined and considered in its most common sense definition as any business enterprise, service or related activity which affects the public interest. It is further understood that for the purpose of this section, the following list is merely illustrative and not intended to be exhaustive: cable TV, video services, information services, data services, internet services and

technological services shall be considered a utility and, as such, shall be bound by the guidelines of these sections, together with any other applicable provisions of this Code.

2. The City, through its appropriate departments, may establish additional procedures and guidelines necessary to place into effect the purpose of this chapter.
3. The City may establish an application process for requests to enter rights-of-way to include, but not limited to: proposals for installation of towers, equipment, cable, fiber and such related equipment or materials; schematic drawings; surveys; title examination/proof of insurance/ownership information; as-built drawings; site plans; wetland determinations; environmental assessments.
4. The application may include, but is not limited to, the following information: a written request for permission to enter the right-of-way, including the purpose of the request; ownership information; right-of-way dedication; wetlands determination and/or wetlands permit from the U.S. Corps of Engineers and other respective environmental agencies; a site plan of applicant's property with relationship to the proposed structure or structures and the City road right-of-way and any other servitudes, both public and private.
5. The City is also empowered to impose and assess certain requirements, including, but not limited to, additional right-of-way dedication or donation; creation of additional servitudes; hold harmless/indemnity agreements; proof of liability insurance; proof of the City named as an additional-named insured; letters of credit; proof of performance bonding; maintenance agreements; responsibility for costs of relocation of utilities; engineering services; permits; and the like.
6. The City shall have the right to review, approve and/or reject any plan submitted to the City.
7. Should any provision of this section conflict with a valid franchise agreement between the utility and the City government, the franchise agreement shall prevail.
8. Notwithstanding the fact that a utility shall comply with the provisions of this section, utilities providing services to City residents shall enter into a franchise agreement with the City for the use of the rights-of-way for the provision of services, unless directly prohibited by law.

B. Notice to City officials

1. All utility companies shall be required to notify the Department of Public Works, in writing, 48 hours prior to entering any City right-of-way for the purpose of installing and/or repairing any utility.
2. Written notification requirements. Written notification shall include, but not be limited to, the following information:
 - a. Company name;
 - b. Subcontractor, if applicable;
 - c. City street name;
 - d. Location of work;
 - e. Date work to be done;
 - f. Description of work to be done;

- g. Estimated completion date, if requested; and
 - h. Emergency contact in the event of disruption of existing services or property damage.
3. In the event of any emergency, it shall be the responsibility of the utility company to notify the Department of Public Works within twenty-four hours after such emergency. Notification of emergency work shall include all information listed above.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-7 be adopted to read as follows:

Section 13-7. Location and placement

A. *Collection and Distribution lines.* Except as otherwise provided in subsection (c) of this section, all public and private utility equipment and collection and/or distribution lines shall be located in accordance with the requirements listed below:

1. It shall be unlawful to cut any City roadway for the purpose of installing any utility. When crossing lanes, utilities shall be bored or jacked and installed through a casing in accordance with the most current LDOTD (Louisiana Department of Transportation and Development) specifications, as follows:

a. High pressure transmission lines shall be a minimum of 72 inches below road crown or as determined by DPW. DPW may require the proposed utility to be bored deep below all utilities .

b. All other lanes shall be a minimum of 36 inches below the road crown, or a minimum of 24 inches below the ditch bottom, whichever is deeper or as determined by DPW. DPW may require the proposed utility to be bored deep below all utilities.

2. All underground utilities paralleling lanes shall be a minimum of 24 inches below the surface or invert of ditch, whichever is deeper. Exception: Telecommunication and cable TV service lines may be buried a minimum of eight inches below the back side of the ditch only so long as said burial is not within 3 to 4 feet of the ditch invert, nor within 10 feet (or max available) of the ditch slopes/banks. This exception is conditioned upon and shall apply to a utility company only if the City receives a hold harmless agreement from that utility company and that same is approved by the Department of Public Works. Said agreement shall hold the City, its employees, as well as any person performing work for the City, harmless for any damage caused to these lines, as well as, any cost incurred for same.

3. All utilities paralleling lanes shall be placed on the back side of the ditch.

4. Trenches shall be backfilled and tamped or compacted with acceptable materials in accordance with LDOTD standards and shall be maintained as required.

5. Except as otherwise provided hereinbelow, with the exception of utility poles, placement of new above ground utility housing structures larger than three cubic feet is prohibited within the City rights-of-way.

- B. *Utility structures less than three cubic feet.* Above ground structures less than three cubic feet in size shall be no more than two feet from the rights-of-way line and shall not obstruct rights-of-way maintenance, ingress and egress to property or traffic. The proposed placement of structures less than three cubic feet in size in the right-of-way of a tacit dedication or in any right-of-way less than 50 feet wide shall be submitted to the Department of Public Works and shall be subject to the review and approval by the director of the Department of Public Works.
- C. *Structures three cubic feet to 45 cubic feet.* The location and placement of utility structures in the City right-of-way that are more than three cubic feet, but less than 45 cubic feet in size may require the approval of the planning commission, following a public hearing for that purpose, and in all cases shall be subject to the following requirements. Individual structures greater than 45 cubic feet are prohibited. For purposes of this chapter, the term "utility structure" means the utility cabinet housing the equipment.
- D. *Permit.* The procedure and standards for granting permission to enter City right-of-way for gaining access to property shall be applicable to the extent that such procedures and standards are not inconsistent with the provisions of this section, which shall be controlling. The applicant shall file an application and the following documents with the Department of Public Works. The Department of Public Works shall promptly submit a copy thereof for review and recommendations by the department of planning and department of engineering. Application and construction work drawings are also required to be submitted to the department of permits for the issuance of a building permit, which may be done at the same time that the below required documents are filed with the department of Public Works. However, a building permit shall not be issued until the application has received administrative approval from each department.
 - 1. A site plan and profile drawn to scale showing the location of placement of the proposed installation, including depth, and its relationship to existing property lines, ROW, utilities, structures and objects, including elevation and inverts;
 - 2. An inventory of all equipment, structures, and facilities to be contained in the proposed installation, and its relationship to existing property lines, ROW, utilities, structures and objects, including elevation and inverts;
 - 3. An inventory of all equipment, structures, and facilities to be contained in the proposed installation;

4. A photograph of a prototype of the utility structure to be installed, a photograph of the proposed site on the right-of-way that also depicts any intersecting road or right-of-way within 200 feet, and a photograph of the abutting property, when applicable.
5. A description of all anticipated maintenance for the proposed installation; and
6. The name and appropriate contact information for any contractor who shall perform the proposed installation or other work on behalf of applicant.

E. *Criteria.* The following criteria shall be applicable to the review and approval required by this section for installation of a utility equipment structure:

1. The extent of the City's right-of-way must be of sufficient width behind any existing roadside drainage ditch to allow for the installation of the utility equipment structure in accordance with the below criteria and in consideration of the relocation requirements of subsection (c)(4) of this section;

2. The installation and placement of the utility equipment structure shall not obstruct or impede drainage in any roadside ditch or other drainage feature and shall not interfere with the City's maintenance thereof or conflict with any future projects. If the event of a conflict with future projects, Utility Company will be responsible for relocating the utility prior to construction and pay all costs associated therewith. Should the utility not be relocated prior to the project starting, the City will remove and charge the utility company;

3. The installation of a utility equipment structure cannot be made to fit within a City right-of-way by means of installing a culvert in the roadside drainage ditch and installing the utility structure over any part of the culvert. Such an installation is strictly prohibited;

4. The installation and placement of the utility structure shall not obstruct the sight line of a vehicle attempting to enter or exit a road from an intersecting road or a private driveway and shall not otherwise interfere with the safe movement of traffic on such road or at such intersection;

5. The installation and placement of the utility structure shall not obstruct or interfere with the City's maintenance of the right-of-way. To ensure that the structure does not interfere with the City's maintenance of the right-of-way, and to mitigate the potential for damage to the utility structure by City maintenance equipment, the following criteria shall be applicable:

- a. Considering such factors as public safety, drainage, water and sewerage services, and right-of-way maintenance, the extent of the available right-of-way, the necessity for locating the structure next to an existing utility structure or equipment, and the proximity of a less obtrusive, but equally viable alternative site, the utility structure shall be located at a point on the right-of-way nearest to the side lot line of the private property it is located in front of.

- b. Considering such factors as public safety and the extent of the available right-of-way in relation to the abutting property line and roadside

drainage ditch, a maintenance perimeter of at least 30 inches, but not more than 60 inches, shall be required around the utility structure's foundation. The maintenance perimeter may be established as a maintenance free perimeter made of concrete, asphalt, other impervious material or such other material that will inhibit plant growth. Such perimeter must be level with the immediately surrounding surface of the right-of-way maintained by the City.

c. When the operation of the utility equipment in the structure that is proposed to be installed necessitates that it be located near another utility structure, the structure to be installed should immediately abut the existing utility structure/equipment and a 30-inch maintenance perimeter provided around both structures as if a single utility structure. If the two structures are separated, an appropriate maintenance perimeter is to be provided around both structures. No placement of any utility shall disrupt water and sewer facilities.

d. In lieu of the maintenance free perimeter referred to hereinabove, a landscaping perimeter may be required upon consideration of the existing landscaping and aesthetics of the surrounding area.

6. Should advances in technology permit the use of utility equipment in a smaller utility cabinet/structure, the larger cabinet/structure is to be replaced with a smaller cabinet/structure whenever the equipment being housed in the larger cabinet/structure is to be replaced with the more advanced equipment that can be housed in a smaller cabinet/structure. If the equipment ceases to be used for the purposes for which it was installed, the equipment and structure, including foundation, shall be promptly removed, and the right-of-way restored to the condition of the surrounding area of the right-of-way, at the expense of the utility company responsible for its installation or its successor. All new utilities shall be installed with the ability to be traced with tracer wire, GPS, or similar technology. All markers shall be placed at 200 foot intervals.

F. *Post installation maintenance of perimeter and documentation.* The utility company owning and/or maintaining the utility equipment following the installation of the structure housing the equipment shall be responsible for maintaining the perimeter area that is established around the structure.

1. Where landscaping is installed in the maintenance perimeter, the utility company shall be responsible for maintaining the landscaped perimeter at regular intervals to avoid an overgrowth of weeds or an unsightly and unkept appearance. Additionally, the utility company shall seek prior approval of any post-installation landscaping from Department of Public Works to ensure least amount of interference with existing utilities while preserving the landscape requirements of the City.

2. The utility company shall provide the name and contact information for the person designated by the utility company to oversee the maintenance of the perimeter areas around the utility structures. The information shall be provided to the Department of Public Works and the utility company shall ensure that the name and contact information is kept current. If a maintenance complaint is received by the

utility contact person, either from an employee of the City or a resident, the utility contact person shall provide a written disposition of the complaint, within 15 days, to the complainant and to the office of code enforcement.

3. Failure to perform the necessary maintenance of this section shall constitute authority for the City to perform any required maintenance and to recover the costs thereof from the utility company plus attorneys fees.

4. After the completion of any installation, maintenance, improvement, restoration or removal of the infrastructure, the utility shall perform and record CCTV footage of sewer and drainage and provide said footage to the City. Any repairs identified through the footage shall be performed by the City at the utility company's cost.

G. Relocation required by road or drainage, water, or sewer improvements. When selecting a site for installation of the utility equipment structure, the utility company should take into consideration the possible need for relocation of the equipment and structure in the event that the City undertakes improvements to an existing road or right-of-way after installation. In this regard, the structure should be located as near as possible to the boundary line of the right-of-way and abutting property. Should an installed structure be determined to interfere with a planned improvement, or would no longer meet the criteria set forth in this section as a result of the improvements, the utility company responsible for the initial installation, or its successors and assigns, shall be responsible to relocate the utility equipment structure at its expense. The utility company shall be given reasonable notice of the proposed improvement and the required relocation. In the event of any conflict with future projects, Utility Company shall be responsible for relocation of the utility prior to construction and pay all associated costs. Should the utility not be relocated prior to the start of future project, the City will remove and charge all costs to Utility Owner.

H. Insurance, indemnification and hold harmless. The utility company shall provide the City with a written indemnification and hold harmless from and for any responsibility and liability for any claims and/or actions for damages arising out of the installation of a utility equipment structure provided for in subsection (c) of this section. Notwithstanding the foregoing, the utility company shall not indemnify the City for any damages, liability or claims resulting from the negligence or willful misconduct of City officers, agents or employees. Unless self-insured, the utility company shall also provide the Department of Finance with proof of current liability insurance, naming the City as an additional insured for any liability arising out of the installation of the utility equipment structure.

I. Staff report: Upon receipt of an application, the departments charged with the responsibility of reviewing and evaluating the application shall conduct a site inspection and submit its report and recommendations for inclusion in the department of development staff report.

J. Public notice to property owners. The applicant shall provide, and submit acceptable proof of, notice of the proposed installation of the utility structure to the owner of the property

abutting the location of the proposed installation and to the property owners in the immediate vicinity of the proposed location. For purposes of this chapter, owners in the immediate vicinity means the owners of the properties within a 150 foot radius of the proposed location of the utility structure. When the property abutting the location of the proposed installation is located at an intersection, owners in the immediate vicinity shall also mean the owners of the properties at that intersection. For example, the owners of the property located on the four corners, or on the corner and on the opposite sides of the streets. The applicant shall make every reasonable effort to work with the hereinabove described property owners to choose a location for the structure which will minimize its impact on the surrounding area.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-8 be adopted to read as follows:

13-8. Enforcement.

It shall be the responsibility of the Department of Public Works to review and inspect the site after completion. In the event that damage is caused to the right-of-way through activity of the utility company or their agents, the Department of Public Works shall notify the utility company in writing by certified letter. The cost of repairing the damage shall be the sole responsibility of the utility company. Approval shall be required from the Department of Public Works of all specifications, as well as, contractor who will perform any corrective action required as stated in this section.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-9 be adopted to read as follows:

13-9. Violations and Penalties.

- A. Any individual, corporation, their agents and/or contractors not conforming with the provisions of sections 13-6 through 13-8 shall be subject to the penalty provisions as herein contained. Each day's offense shall be construed to be a separate and individual offense.
- B. Violation of these sections shall constitute a misdemeanor punishable as follows:
 - 1. \$500.00 per day, commencing five working days after notification of damage if reasonable efforts have not been made to repair damage, until such time that repairs are completed to the satisfaction of the Department of Public Works.
 - 2. \$250.00 for lack of notification. Each day of violation shall constitute a separate offense. Nothing herein contained shall prevent the City from taking such other lawful actions as necessary to prevent or remedy the violation.
 - 3. \$500.00 per day, commencing on the 31st day following the date of written request, for failing to respond to a written request for a utility company to identify the location and depth of a utility line that has been placed within a City right-of-way.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon the signature of the Mayor; and

BE IT FURTHER ORDAINED that the Clerk of this Council be, and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this Ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared and adopted this ____ day of _____, 2022

Kristine Sherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2022 at _____ o'clock a.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2022 at _____ o'clock a.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2022, at _____ o'clock a.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this _____ day of _____ 2022, at _____ o'clock a.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the _____ day of _____, 2022 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this _____ day of _____, 2022.

Kristine Scherer, CLERK OF COUNCIL

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION
BY COUNCIL MEMBER DANIELSON; SECONDED FOR
INTRODUCTION BY COUNCIL MEMBER _____**

ORDINANCE NO. 22-29

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MANDEVILLE CREATING SECTION 2.9 OF THE CODE OF
ORDINANCES OF THE CITY OF MANDEVILLE; TO ESTABLISHING
THE POLICIES AND PROCEDURES OF MAYOR'S COURT; AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Council desires to establish policies and procedures consistent with State Law for operation of Mayor's Court; and

BE IT ORDAINED by the City Council of the City of Mandeville that Section 2.9 of the Code of Ordinances of the City of Mandeville be enacted to provide as follows:

Section 2.9 - MAYOR'S COURT

1. Authority of mayor to try offenders.

- (a) All fines, penalties, forfeitures and recoveries for violations of this Code or any ordinance of the city shall be determined and tried before the mayor of said city and shall be for the use and benefit of the city. In all cases when the mayor is regularly sitting for the trial of offenders against the laws and ordinances of the city, he shall in accordance with such laws and ordinances, impose a fine, penalty or forfeiture on any person for the breach thereof, and if such person shall not comply with and perform the judgment, imposing such fine, penalty or forfeiture, he shall be committed to the city or parish jail until duly discharged by operation of law, the time to be determined by the officer trying the offender.
- (b) Notwithstanding any other provision of law to the contrary, the mayor shall appoint one or more attorneys, subject to approval by the council, who shall be designated as court judge and who shall serve at the pleasure of the mayor and may from time to time be designated by the mayor to serve in his stead as the presiding official over the mayor's court. Whenever a judge is so designated by the mayor to preside over the mayor's court, he shall exercise the powers and authority of the mayor over said court.
- (c) Notwithstanding any other provision of law to the contrary, the mayor shall appoint one or more attorneys, subject to approval by the council, who shall be designated as prosecutor and who shall serve at the pleasure of the mayor.
- (d) In the event that no city prosecutor has been appointed, or that there is a vacancy in such position, then the judge shall have the authority to reduce, amend or nolle prosee charges.

State Law reference – Mayor's court established, R.S. 33:441; judge, R.S. 33:441.20.

2. Court rules for the mayor's court.

(a) Purpose.

- (1) The rules are intended to govern the day-to-day operation of this court and to facilitate the meaningful interaction between the court, attorneys, witnesses, staff and litigants, and to ensure the administration of justice in the most efficient and manner possible.

(b) Court sessions.

- (1) The judge shall have the sole discretion to modify the day and time of court sessions pursuant to R.S. 33:442.
- (2) At least one member of the clerk's staff and the bailiff, who shall be a member of the Mandeville police department, shall be in attendance at all times while court is in session.
- (3) At every court session, this court shall be presided over by a judge, duly appointed at the request of the mayor and confirmed by a majority vote of the Mandeville city council.
- (4) At all times while the mayor's court is in session, the judge shall be referred to as "judge."

(c) Proper attire.

- (1) All persons in the courtroom shall be properly attired while court is in session.
- (2) Proper attire shall include a shirt (no tank tops), pants (no shorts), and shoes (no flip-flops).
- (3) Attorneys shall dress professionally when appearing in court.
- (4) Clothing shall exhibit no vulgar language or language indicating political support.
- (5) No hats or head coverings are allowed unless dictated by a person's religion.

(d) Opening of court.

- (1) Before the time scheduled for the opening of court, the bailiff shall direct court officers, personnel, litigants and spectators to their seats.
- (2) As the judge enters, the bailiff shall require that all present shall rise.

(3) The bailiff shall advise everyone that "The mayor's court for the City of Mandeville is now in session, Judge _____ presiding. Be seated and no talking, please."

(e) Conduct of persons in attendance.

- (1) All persons entering the courtroom must remain seated unless otherwise instructed by the judge or the prosecutor.
- (2) No person shall approach the judge's bench while court is in session, except by permission of the court.
- (3) The use of tobacco in any form is not permitted.
- (4) No recording (audio or video), televising, broadcasting or photographing shall be allowed while court is in session.
- (5) The use of electronic devices, including, but not limited to, cell phones, beepers, transmitters, receivers or entertainment devices is not permitted in the courtroom while court is in session. A violation of this rule may result in a fine of fifty dollars (\$50.00) and/or confiscation of the device.

(f) Attorney's conduct.

- (1) Attorneys appearing before the Mayor's court shall, at all times, conduct themselves in accordance with the Rules of Professional Conduct and the Code of Ethics of the Louisiana Bar Association.
- (2) Attorneys appearing in court shall properly address the defendant, witnesses and opposing counsel, and avoid the use of first names or nicknames.
- (3) When addressing the Court or making objections, attorneys should rise and direct all objections, as well as remarks and other comments, to the judge.
- (4) All documents, including motions, orders, decrees or judgments, shall be handed to the clerk, who shall deliver them to the judge.

(g) Defendants.

- (1) The defendant should stand before the judge during his or her arraignment, while entering a plea or when he or she is being sentenced.
- (2) The defendant should, at all times, be respectful toward the judge, the attorneys involved in the case, the court personnel and the witnesses.

(h) Continuances. The judge may, for good cause shown, continue any case pending before him or her from day to day, or postpone the case to some future day. The judge may establish rules and deadlines for submission of requests for continuance by parties.

(i) Pre-Trial Motions.

(1) All pre-trial motions, excluding continuances, and all documents in support of the motion shall be filed and served on all parties not less than fourteen (14) days prior to the trial.

(2) Any opposition to the motion and all documents in support of the opposition shall be filed and served not less than seven (7) days prior to the trial.

(3) No reply memorandum may be filed.

(4) If the deadline for filing and serving a motion or opposition falls on a legal holiday, the motion or opposition is timely if it is filed and served no later than the next day that is not a legal holiday.

(j) Trials.

(1) If a trial will take longer than two (2) hours, the parties must notify the clerk to obtain a special setting.

(k) Right to representation.

(1) Any defendant charged with a crime that, if convicted, could result in his/her incarceration is entitled to legal representation at all times during the proceedings.

(2) If he/she is unable to afford an attorney of his/her choice, one will be appointed at no cost to him/her.

(3) The judge will make a determination of the defendant's ability to pay for his/her own attorney on a case-by-case basis.

(l) Witnesses.

(1) All witnesses shall be treated with courtesy and respect.

(2) All witnesses shall be sworn in before taking the witness stand or testifying.

(3) Neither the attorneys nor the defendant may approach the witness on the witness stand without permission from the judge.

(4) A defendant seeking to subpoena city employees or officials as witnesses must deposit with the Clerk a sum sufficient to cover witness fees, fees for service of process, and

costs for mileage for each witness to be summoned, not to exceed two (2) city employees and/or officials.

(m) Exhibits.

- (1) Documents shall first be delivered to the clerk to be numbered consecutively.
- (2) Opposing counsel should be provided a copy or allowed to view the original.
- (3) The judge should rule on the admissibility of evidence individually or *in globo*.

(n) Diversion programs. The city prosecutor, in his sole discretion, may place a defendant in a diversion or similar type program at any stage of the proceedings.

(o) Discretion of the mayor. If the mayor determines that the interest of justice is best served by doing so, he/she may allow deviations from these rules. All parties must be properly notified if the mayor determines that such deviation is necessary.

3. Contempt of court.

(a) Duly appointed judges for the Mandeville Mayor's court have the specific authority to find defendants in contempt of court.

(b) Mayor's court shall have the power and authority to punish for direct and constructive contempt of court in the same manner and for the same reasons as is now provided in Code of Criminal Procedure of Louisiana Article 20, excepting that the penalties for such contempt shall not exceed those established in Code of Criminal Procedure Article 25.

(c) For each occurrence in connection with a criminal proceeding, the judge is specifically authorized to levy a fine as specified in Appendix C of the Code of Ordinances of The City of Mandeville ("SCHEDULE OF FINES AND PENALTIES"), or by imprisonment for not more than sixty (60) days, or both, and any other penalty authorized by law.

(d) It shall further be a violation of the Code of Ordinances for any person to fail to answer to a charge against him for a violation of the Code of Ordinances at the time and at the place designated in the citation which was issued to him at the time of the alleged violation regardless of the ultimate disposition of the charge for which he was originally cited.

(e) In the event of the defendant's willful failure to appear, and after a showing that he/she was duly notified of the date and time that his/her appearance was required, the judge may find him/her in contempt of court.

(f) For each occurrence in connection with a violation of any ordinance, the judge is specifically authorized to levy a fine as specified in Appendix C of the Code of Ordinances

("SCHEDULE OF FINES AND PENALTIES"), or by imprisonment for not more than thirty (30) days, or both, and any other penalty authorized by law.

- (g) When a person is arrested for a traffic violation and released on the written promise that he will appear before the mayor at a later date, but then fails to honor that promise, the judge may immediately forward notice of the failure to the Department of Public Safety and Corrections. Unless the original charge is disposed of, the department will inform the person that his license has been suspended, that he must pay a fifty dollar (\$50.00) fee, no matter how the original charge is resolved, and that his license will not be renewed or reissued until the original court certifies that he has appeared and/or has paid the fine.

4. Payment of court costs and other fees.

- (a) The judge of this court shall have the power to fix court costs for the various offenses and violations.
- (b) In accordance with R.S. 33:441(A), the court costs of the Mayor's court for the city may be assessed and shall not exceed the sum of thirty dollars (\$30.00) for each offense, as defined by ordinance, on any defendant convicted of a violation of a municipal ordinance.
- (c) Additional court costs may be assessed by the judge upon conviction of the defendant where authorized by statute.
- (d) There shall be assessed as a filing fee of one dollar (\$1.00) per page, not to exceed thirty dollars (\$30.00).
- (e) Witness Fees. For each trial date attributable to the defendant for which subpoenas have been issued, and in addition to other costs provided for in this section, for each person subpoenaed to appear as a witness to testify, the sum of fifty dollars (\$50.00) per day, not to exceed \$150 per day, shall be assessed as witness fees, fees for service of process, and costs for mileage for appearance of city employees or officials taxed to and paid by the defendant shall not be paid to such employee or official but shall be paid to the city. Application should be made to the judge and then forwarded to the city employee or official's employers.
- (f) All costs assessed pursuant to this section shall be in addition to the fine imposed.
- (g) Costs shall be payable immediately, except as provided in the Code of Criminal Procedure Article 875.1 relative to determination of ability to pay. However, in cases involving the violation of any traffic ordinance, the judge may grant the defendant five (5) judicial days after rendition of judgment to pay any costs and any fine imposed.

State Law reference – Payment of costs and fines, La. C. Cr. P. Art. 888; witness fees, R.S. 15:255.

5. Fines.

- (a) The court has compiled a fine schedule which is approved by the city council, as amended from time to time, and adopted in this section by reference. The fine schedule is available in the office of the municipal court clerk.
- (b) Fines for violation and offenses that do not require a mandatory court appearance may be paid prior to the court date.
- (c) If fines are paid prior to the court date, a court appearance is not required.
- (d) All fees and costs taxed against and collected of each defendant convicted in the Mayor's court shall be paid to the city and disposed of as the city council shall direct as provided in the City Charter.

6. Waiver of fines and costs.

- (a) The judge may hold a hearing to determine the economic capabilities of any defendant filing a written motion seeking a finding of the court that the defendant is *per se* indigent and each alternative method of discharging the fine or costs of court would impose an undue hardship on the defendant.
- (b) The judge shall review the motion of the defendant, including any other evidence deemed necessary, and on a finding that defendant is indigent as a matter of law, and that the alternative methods of discharge would work an undue hardship on the defendant, the judge may waive payment of any fines or costs for which the defendant has defaulted.

7. Appeals.

- (a) Appeals in all civil and criminal matters shall be as provided by law.
- (b) Persons found guilty in the Mayor's court for a violation shall have the right of direct appeal to the district court by *trial de novo* for the parish in which the mayor's court is situated.

8. Court record.

- (a) Mayor's court is not a court of record, which generally means there are no audio recordings or transcripts of court proceedings.

9. Immunity.

- (a) In accordance with La. R.S. 33:441(C)(2), the presiding officer of a mayor's court shall be entitled to judicial immunity for his or her official acts as presiding officer in the same capacity as a judge in this state.
- (b) Laws imposing liability on a master for the civil offense or quasi-offense of his/her servant do not extend or apply to and do not impose any liability upon a municipality for any such offense of its Mayor's Court pursuant to La. R.S. 42:1141.3(E) and (F).

10. Conflicts with state law.

- (a) All references to the Mayor's court's jurisdictional authority, fines, and penalties to be assessed, procedures regarding the conduct of the Mayor's court are intended to be consistent with state law and statutes as they are from time to time amended. To the extent that any term or provision of this chapter may be inconsistent with state statutes with respect to the assessment of fines and penalties the state, and the city statute will prevail. Should state statute provide for or require a larger fine or penalty than is provided for in this Code, state statute shall prevail.

BE IT FURTHER ORDAINED that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Council Clerk

Rick Danielson
Council Chairman

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER DANIELSON; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER

ORDINANCE NO. 22-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND NUMEROUS SECTIONS OF THE MANDEVILLE CODE OF ORDINANCES RELATIVE TO FEES, FINES AND PENALTIES SET FORTH THEREIN AND ADOPTING APPENDIX C TO THE CODE OF ORDINANCES TO SERVE AS A FEE SCHEDULE FOR THE CITY OF MANDEVILLE AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City Council of Mandeville established and codified numerous sections of the City of Mandeville Code of Ordinances to set the fees, fines and penalties associated with different provisions; and

WHEREAS the City Council of Mandeville desires to amend the Code of Ordinance to include Appendix C, which will serve as a Fee and Fine Schedule to assist in the ease of updating, publication and comprehension by all individuals impacted by the fees, fines and penalties set forth in the Code of Ordinances; and

WHEREAS the City Council of Mandeville desires to modify the following sections of the City of Mandeville Code of Ordinances to delete references to specific fees, fines and penalties and incorporate Appendix C as part of the text:

Section 1-9;
Section 3-3;
Section 3-3.1;
Section 3-16;
Section 3-20;
Section 6-7;
Section 6-8;
Section 8-24;
Section 8.5-7;
Section 9-30.1;
Section 9-31;
Section 9-33;
Section 10-66;
Section 10-88;
Section 10-99;
Section 11-22;
Section 11-83.3;
Section 11-83.8;
Section 11-88;
Section 11-110;

Section 13-13;
Section 14-3;
Section 14-7;
Section 14-8;
Section 14-11;
Section 14-20;
Section 14-36;
Section 14-43;
Section 14-104;
Section 14-107;
Section 14-108;
Section 15-3;
Section 15-7;
Section 16-5;
Section 17-12;
Section 17-13;
Section 17-14;
Section 17-15; and
Section 17-29.

WHEREAS the City Council of Mandeville desires to modify the following sections of the City of Mandeville Comprehensive Land Use Regulation Ordinance (CLURO) to delete references to specific fees, fines and penalties and incorporate Appendix C as part of the text:

Article 1.9.5;
Article 4.3.1.4;
Article 4.3.2.4;
Article 4.3.3.4;
Article 4.3.4.2;
Article 4.3.6;
Article 5.1.9;
Article 5.2.5.4;
Article 5.2.5.5;
Article 5.5.1;
Article 5.5.2;
Article 5.5.3;
Article 5.5.5;
Article 5.5.6;
Article 5.5.7;
Article 5.5.8;
Article 5.5.9;
Article 5.8.1.5;
Article 8.2.3.5;
Article 9.2.5.16;
Article 9.3.3;
Article 10.8.4;

Article 10.9.9;
Article 10.10; and
Article 12.4.1.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 1-9 of the City of Mandeville Code of Ordinances be amended to:

Sec. 1-9. - General penalty; continuing violations.

Whenever in this Code of Ordinances or in any ordinance or resolution of the city any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such Code, ordinance or resolution the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code of Ordinances or any such ordinance or resolution shall be punished by a fine not exceeding that which is set forth in Division 1 of Appendix C of the City of Mandeville Code of Ordinances. ~~five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment.~~ Each day any violation of any provision of this Code of Ordinances or of any ordinance or resolution shall continue shall constitute a separate offense.

In addition to the penalty hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this Code of Ordinances or any such ordinance or resolution shall be deemed a public nuisance and may be, by the city, abated as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 3-3 of the City of Mandeville Code of Ordinances be amended to:

Sec. 3-3. Permits required; schedule of permits and fees.

Before engaging in the business of dealing in alcoholic beverages, all persons shall obtain from the city, annually, dating from January 1 of each year, a permit issued by the mayor or his agent only after proper investigation by appropriate city departments and approval by the city council at a duly convened council meeting. Permit fees shall be paid upon application for a license in accordance with Division 3 of Appendix C for the City of Mandeville Code of Ordinances. ~~following schedule and are not refundable should the permit be denied:~~

- ~~(1) — *Manufacturers:* Five hundred dollars (\$500.00) for each establishment in the city.~~
- ~~(2) — *Wholesalers:*
 - ~~a. — Wholesalers dealing in high alcoholic content beverages: Five hundred dollars (\$500.00) for each place of business in the city.~~
 - ~~b. — Wholesalers dealing in low alcoholic content beverages: One hundred dollars (\$100.00) for each place of business in the city.~~~~
- ~~(3) — *Retailers:*
 - ~~(a) — Operation of an outlet for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class A.~~
 - ~~(b) — Operation of an outlet for low content alcoholic beverages for each place of business in the city: Thirty five dollars (\$35.00). Class A.~~
 - ~~(c) — Operation of a package house for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class B.~~~~

~~(d) — Operation of a package house for low content alcoholic beverages for each place of business in the city: Twenty-five dollars (\$25.00). Class B.~~

~~(e) — Restaurant/cafeteria: Operation of a bona fide restaurant or cafeteria where sixty (60) percent of the total business is in the sale of food, and light wine is sold for consumption on premises, for each place of business in the city: One hundred dollars (\$100.00).~~

~~(f) — Charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be provided a fee free permit.~~

~~(4) — *Pro-rated fee:* The fee for any high content alcoholic beverage permit issued after July 1 in any year for any new business is one-half the annual fee.~~

NOW THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville, that Section 3-3.1 (a)(1) (d-g) of the City of Mandeville Code of Ordinances be amended to:

Sec. 3-3.1. Permit required for sale of alcoholic beverages at special events.

(a) A special event permit for the sale of low and/or high content alcoholic beverages is required for an event to which the general public is invited to participate. This permit may be issued for up to three (3) consecutive days.

(1) *Special event, municipal parks and facilities.* The sale of low and/or high content alcoholic beverages by organizations shall be permitted in municipal parks and facilities during the holding of special functions and with specific approval of the city. City approval shall be accomplished in the following manners:

a. The special function shall be placed on the city council agenda with proper background information.

b. Approval for the sale of low and/or high content alcoholic beverages shall require a majority vote of the authorized membership of the city council.

c. Upon city council approval, the city shall issue a permit for the sale of low and/or high content alcoholic beverages at the authorized special function.

~~d. Fees for nonprofit organizations in accordance with Chapter 2 of Title 12 of the Louisiana Revised Statutes shall be ten dollars (\$10.00).~~

~~e. Fees for private organizations other than charitable, religious or public service shall be fifty dollars (\$50.00) per day.~~

~~f. Fees for private organizations holding special events, the proceeds of which will be used solely for charitable, religious or public services shall be waived.~~

~~g. Fees for charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be waived provided written proof from the Internal Revenue Service of tax exempt status has been submitted.~~

d. Fees for permits for the sale of alcoholic beverages at special events are set forth in Division 3 of Appendix C to the City of Mandeville Code of Ordinances.

NOW THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville, that Section 3-16 (a) of the City of Mandeville Code of Ordinances be amended to:

Sec. 3-16. Renewal of permits.

- (a) Persons holding permits under this chapter shall annually file applications for renewal thereof for each ensuing calendar year. Such applications shall be filed at the same time that the applicant applies for the renewal of his, her or its occupational license, but in no event shall be filed later than March 1 of the calendar year for which renewal is sought. The application for renewal shall be accompanied by all permit fees required for renewal of the permit under the terms of this chapter. If a dealer fails to file the application and pay the permit fees timely, there shall be added to the fee, ~~in addition to other penalties provided in this chapter, a delinquency penalty of five (5) percent if the failure is for not more than thirty (30) days, with an additional five (5) percent for each additional thirty (30) days or fraction thereof during which the failure continues.~~ penalties in accordance with Division 3 of Appendix C to the City of Mandeville Code of Ordinances. If the dealer fails to timely make his application the city council may, without notice or hearing, suspend his right to do business.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 3-20 (d) of the City of Mandeville Code of Ordinances be amended to:

Sec. 3-20. Additional requirements and regulations for retail dispensers of alcoholic beverages.

(d) Penalties. Whoever violates any provision of this Section shall be subject to the fines set forth in Division 3 of Appendix C of the City of Mandeville Code of Ordinances.

(1) ~~Whoever violates any provision of subsection (b) above shall be fined on the first offense two hundred dollars (\$200.00), on the second offense five hundred dollars (\$500.00), and upon the third or subsequent offense shall be fined five hundred dollars (\$500.00) plus suffer the revocation of his permit to sell intoxicating, spirituous, vinous or malt liquors.~~

(2) ~~Whoever violates any provision of subsection (c) above shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than ten (10) days or both.~~

(3) ~~Provided, that any offense under this section committed more than three (3) years prior to the commission of the crime for which the defendant is being tried shall not be considered in the assessment of penalties hereunder.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 6-7 (f) of the City of Mandeville Code of Ordinances be amended to:

Sec. 6-7. Administrative procedures

(f) *Interment right of plot or crypt owners.* All plots and burial spaces conveyed shall be the sole property of the person or persons named as purchaser in the instrument of conveyance subject to the community property laws of the State of Louisiana. The fees associated with the interment rights of plot and crypt owners are set forth in Division 6 of Appendix C of the City of Mandeville Code of Ordinances.

(1) ~~Burial permit:~~

~~Burial permit fees for in-ground burial \$35.00~~

~~Administrative and cleanup 50.00~~

~~Burial permit fees for in-ground burial of urns cremations 35.00~~

Administrative and cleanup 25.00

(2) — *Sales of burial sites.* Burial sites shall be sold by the City of Mandeville in the amount provided for as follows: For any new purchases or transfers by the city of pre-existing burial sites in sections A. through K. or for any future sites to be made available in the Mandeville Cemetery for burial sites shall be:

Resident \$1,100.00

Nonresident 1,200.00

(3) — *Prices for crypts and niches in the mausoleum:*

Singles/Main	
Tier A	\$3,775.00
Tier B	4,075.00
Tier C	3,975.00
Tier D	3,575.00

Single Modified Couch	
Tier A	\$4,200.00
Tier B	4,450.00
Tier C	4,325.00
Tier D	4,075.00

True Companion/In & Over	
Tier A	\$7,350.00
Tier B	7,950.00
Tier C	7,750.00
Tier D	6,950.00

Side-by-Side Singles	
Tier A	\$7,550.00
Tier B	8,150.00
Tier C	7,750.00

	950.00
Tier D	7, 150.00

NICHES

Level	Price
Tier A	\$1, 150.00
Tier B	1, 250.00
Tier C	1, 350.00
Tier D	1, 350.00
Tier E	1, 250.00
Tier F	1, 150.00
Tier G	95 0.00
Tier H	95 0.00

(4) ~~[Recordation.] All deeds transacted from this date forward shall be properly filed and recorded in the Land Records Office of the St. Tammany Parish Clerk of Court Office of Land Conveyance. Recordation charges and fees shall be charged on all transactions of purchases of burial sites designated a deed of ownership.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 6-8 (5) of the City of Mandeville Code of Ordinances be amended to:

Sec. 6-8. Overview.

(5) ~~*Duty of city employees.* City personnel will clear and level new grave sites after funerals, in addition to removing all flowers, excess dirt and debris. The funeral home or person opening the grave will pay fifty dollars (\$50.00) for this service, to be collected when the burial permit is issued.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 8-24 (d) of the City of Mandeville Code of Ordinances be amended to:

Sec. 8-24. Penalty for False Alarms.

(d) *Penalties for sending of false alarms.* The sending of a false alarm constitutes a violation of this section. It shall be the responsibility of the alarm system user to provide the necessary documentation in order to verify the alarm system's date of purchase, conversion/takeover date, or installation to authenticate the grace period and administrative warnings, fines and/or suspension of a fire district response may be assessed/imposed upon an alarm system user by the alarm administrator for excessive false alarms during a calendar year as set forth in Division 8 of Appendix C of the City of Mandeville Code of Ordinances. as follows

Number of False Alarms	Penalty
1 to 3	No fine assessed. Alarm user identification letter issued for 2 nd and 3 rd false alarm
4 to 5	\$250.00 fine per false alarm to alarm system user
6 and above	\$500.00 fine per false alarm to alarm system user

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 8.5-7 of the City of Mandeville Code of Ordinances be amended to:

Sec. 8.5-7. - Violations and penalty.

Any food service operator violating the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon the conviction for such offense by the city court of Mandeville, Louisiana, shall be fined in accordance with Division 8.5 of Appendix C of the City of Mandeville Code of Ordinances. ~~not less than ten dollars (\$10.00) nor more than fifty dollars (\$50.00) or be imprisoned for not more than twenty (20) days or both, in the discretion of the court for the first offense, and for the second and each succeeding offense he shall be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) or be imprisoned for not less than twenty (20) days nor more than sixty (60) days, or suffer both fine and imprisonment in the discretion of the court.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 8.5-10 (b) of the City of Mandeville Code of Ordinances be amended to:

Sec. 8.5-10. - Same—Penalty for violation.

(b) Any person violating the provisions of section 8.5-9 shall be guilty of a misdemeanor and shall be fined in accordance with Division 8.5 of Appendix C of the City of Mandeville Code of Ordinances. ~~not less than twenty dollars (\$20.00) nor more than one hundred dollars (\$100.00) for each such offense.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 9-30.1 (b) of the City of Mandeville Code of Ordinances be amended to:

Sec. 9-30.1. - Prohibiting scavenging of recyclable materials from residential areas within the corporate limits

~~(b)~~ Each removal of an item or items from a residential subdivision residence location or a single family residence location shall constitute a separate violation of this section. Unauthorized persons removing materials or bins other than those persons designated above shall be fined in accordance with Division 9 of Appendix C of the City of Mandeville

Code of Ordinances, as follows:

~~(1) Upon first conviction of violation of this section, the person shall be fined twenty-five dollars (\$25.00) for each such violation.~~

~~(2) Upon second conviction of violation of this section, the person shall be fined one hundred dollars (\$100.00) for each violation.~~

~~(3) Upon third and subsequent convictions of violation of this section, the person shall be fined two hundred fifty dollars (\$250.00) for each such violation.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 9-31 of the City of Mandeville Code of Ordinances be amended to:

Sec. 9-31. - Garbage service charge—Levied; collection of overdue charges.

The City of Mandeville shall levy, bill and collect a monthly garbage/trash service charge in accordance with Division 9 of Appendix C of the City of Mandeville Code of Ordinances. There shall be apportioned charges for each occupied dwelling, residence, and apartment; apartment complexes; and commercial establishments, defined for the purposes this article as any retail or wholesale sales outlet dealing in any commodity, or any professional office regularly open to the public. ~~of seventeen dollars and eighteen cents (\$17.18) per month, broken down as solid waste at twelve dollars and eighty cents (\$12.80) and recycling at four dollars and thirty-eight cents (\$4.38), for each occupied dwelling, residence and apartment. Apartment complexes which use a city approved dumpster will be charged seventeen dollars and eighteen cents (\$17.18), broken down as solid waste at twelve dollars and eighty cents (\$12.80) and recycling at four dollars and thirty-eight cents (\$4.38), per unit. For commercial establishments, defined for the purposes of this article as any retail or wholesale sales outlet dealing in any commodity, or any professional office regularly open to the public, there shall be levied a charge commensurate with the amount of refuse produced by said commercial establishment up to a maximum of five hundred dollars (\$500.00) per month.~~ The amount within the said maximum shall be determined by the mayor and councilmen and/or their designee, and the owner or proprietor of each respective commercial establishment shall be notified of the rates to be charged as soon thereafter as possible. Should the rate increase as the result of the increase in the amount of refuse produced by the commercial establishment, the owner or proprietor of such establishment shall be notified prior to the increase.

Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Overdue charges will be offset from the individual income tax refund of the consumer. Should payment be collected through the Offset Claims Program, a fee as established in Division 9 of Appendix C of the City of Mandeville Code of Ordinances ~~of twenty-five dollars (\$25.00)~~ will be charged the consumer, in addition to all other charges, interest, and penalties collected. Pursuant to L.R.S. 33:361, the agreement with the Louisiana Municipal Advisory and Technical Services Bureau Corporation for participation in the Offset Claims Program in the form attached hereto is approved, and the mayor is authorized to execute it.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 9-33 of the City of Mandeville Code of Ordinances be amended to:

Sec. 9-33. - Same—Penalty for nonpayment.

A ~~twenty-five (25) percent~~ penalty charge as set forth in Division 9 of Appendix C of the City of Mandeville Code of Ordinances shall be imposed for nonpayment of garbage service bills within twenty (20) days after their due date. In the event any delinquent garbage service bill is turned over to an attorney for collection, then attorneys' fees shall be added to the aggregate amount of the delinquent charge and penalty as set forth in Division 9 of Appendix C of the City of Mandeville Code of Ordinances. ~~the sum of twelve (12) percent, but in no case less than twenty-five dollars (\$25.00), which shall be payable to the attorney.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 10-66 (b) of the City of Mandeville Code of Ordinances be amended to:

Sec. 10-66. - Impeding traffic and unattended motor vehicles.

(b) *Penalty.* The registered owner of any motor vehicle or other means of conveyance violating this regulation shall be guilty of a misdemeanor and upon conviction shall be punished by the penalty set forth in Division 10 of Appendix C of the City of Mandeville Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 10-88 of the City of Mandeville Code of Ordinances be amended to:

Sec. 10-88. - Failure or refusal to comply.

The failure or refusal to comply with the provisions of this chapter shall constitute a misdemeanor, and the violator shall be subject to the issuance of a misdemeanor summons. The penalty shall be set forth in Division 10 of Appendix C of the City of Mandeville Code of Ordinances. ~~be a fine up to five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both for each violation.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 10-99 of the City of Mandeville Code of Ordinances be amended to:

Sec. 10-99. - Penalty for violation.

Any person found guilty of any violation of this division by a court of competent jurisdiction shall, upon conviction thereof, be assessed all administrative costs, removal costs, and storage costs for each day or portion of day that the vehicle involved was impounded, together with the penalty set forth in Division 10 of Appendix C to the City of Mandeville Code of Ordinances. ~~not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 11-22 of the City of Mandeville Code of Ordinances be amended to:

Sec. 11-22. - Public records request fee schedule.

The City is authorized to charge fees for overtime, reproduction and copies incurred as a

result of any public records request. Said fees are set forth in Division 11 of Appendix C of the City of Mandeville Code of Ordinances.

(1)	Copies—Black and white	\$ 0.50	Per page
(2)	Copies—Color	1.00	Per page
(3)	Pre-produced/standardized maps	5.00	8.5 x 11
		7.00	8.5 x 14
		10.00	11 x 17
		35.00	30 x 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(4)	Custom/non-standardized maps	5.00	8.5 x 11
		7.00	8.5 x 14
		10.00	11 x 17
		35.00	30 x 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(5)	CD/DVD reproduction	15.00	0-1 Hour
		20.00	1-2 hours
		25.00	2-3 hours
		30.00	3-5 hours
		35.00	5-6 hours
(6)	Document transcription (at the then prevailing customary court reporter rate; plus any additional funds needed)	250.00	Deposit
(7)	After hours review and copying: If the amount of documents or records requested is too vast to reasonably & timely review, count and copy during normal working hours, the party making the request must contact the legal department to schedule a time and place for such after hour review. There shall be a maximum three hour after work hours appointment at the cost of two hundred fifty dollars (\$250.00) per appointment in order for the party to view the requested documents at city hall. Each after hour review shall be deemed separate for the purpose of payment. During such review(s), the party may designate a list of documents to be copied, and the city will prepare the documents and provide the requested documents as per law.		
(8)	It is specifically determined by the city that any document or material transferred to any media (i.e. such as more than one map transferred to digital CD or DVD media), then each document transferred shall be considered as separate items.		

For example, three (3) one-page documents transferred to a CD shall be considered as three (3) pages at fifty cents (\$0.50) plus fifteen dollars (\$15.00). The requesting party shall be responsible to pay the cost of each document transferred and the hereinabove scheduled cost of the applicable media used.
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NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 11-83.3 (f) of the City of Mandeville Code of Ordinances be amended to:

Sec. 11-83.3. - Alarm system installation and equipment requirements.

(f) *Failure to comply.* Failure of an alarm system user and/or alarm business to comply with any of the aforementioned equipment requirement shall be a violation of this section, subject to prosecution in municipal court, and the user and/or alarm business shall be fined, upon conviction, in accordance with Division 11 of Appendix C of the City of Mandeville Code of Ordinances. ~~not less than one hundred [dollars] (\$100.00) nor more than two hundred fifty dollars (\$250.00) within any thirty-day period for each violation or shall perform community service, or both,~~ and such conviction may result in "non-response" to the alarm system user's alarm.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 11-83.8 (g) of the City of Mandeville Code of Ordinances be amended to:

Sec. 11-83.8. - False alarms prohibited.

(g) *Penalty.* Violations of this ordinance or failure to comply with corrective action with the continued occurrence of false alarms may result in the alarm user being cited. The alarm user may then face prosecution in mayor's court and a fine as set forth in Division 11 of Appendix C of the City of Mandeville Code of Ordinances. ~~of not less than one hundred fifty dollars (\$150.00) and not more than two hundred fifty [dollars] (\$250.00) for each violation.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 11-88 (c) of the City of Mandeville Code of Ordinances be amended to:

Sec. 11-88. - Picnicking prohibited in certain areas.

(c) Whosoever shall violate this section shall be fined in accordance with Division 11 of Appendix C of the City of Mandeville Code of Ordinances. ~~up to fifty dollars (\$50.00) or imprisoned for not more than ten (10) days, or both.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 11-110 (j) of the City of Mandeville Code of Ordinances be amended to:

Sec. 11-110. - Definitions, application for license; form of license; investigation; issuance and renewal; license fee.

(j) *Fees.*

(1) Each organization applying for a bingo license shall pay an annual fee in the amount set forth in Division 11 of Appendix C of the City of Mandeville Code of Ordinances ~~of one hundred dollars (\$100.00)~~, which said license fee shall be paid prior to the issuance of such license. The license shall be effective for the calendar year for which it is issued. All licenses issued pursuant to this subsection shall be for the amount set forth in Appendix C, regardless of the period of time

remaining in the current calendar year for which the same are issued.

(2) An organization desiring a "one-event" license shall submit an application in compliance with the provisions of this article. Such organization shall submit a ~~twenty-five (\$25.00)~~ fee set forth in Division 11 of Appendix C of the City of Mandeville Code of Ordinances for each such "one-event" application. No more than four (4) such "one-event" applications shall be accepted from any one (1) organization in a calendar year.

(3) An organization desiring a "special game license" shall submit an application in compliance with the provisions of this article. Such organizations shall submit a ~~twenty-five dollar (\$25.00)~~ fee set forth in Division 11 of Appendix C of the City of Mandeville Code of Ordinances for each such "special game license" application. No more than three (3) such "special game license" applications shall be accepted from any one (1) organization in a calendar year.

(4) All organizations which are issued licenses under the provisions of this article shall remit a fee to the City of Mandeville to provide for the examination and administration of records and audit fees according to the ~~following~~ scale set forth in Division 11 of Appendix C of the City of Mandeville Code of Ordinances. ~~based on the gross profits (i.e. net proceeds after allowable expenses) for the quarterly filing:~~

Net Profits	Percentage
\$1,000.00	1%
\$1,001.00 and up	3%

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 13-13 (3)(d) and (4) of the City of Mandeville Code of Ordinances be amended to:

Sec. 13-13. - Mooring of noncommercial craft at public facilities on Bayou Castaine.

(d)All vessels moored within the Harbor Wharfage Area having sanitary facilities (toilet, sink, etc.) aboard shall have such facilities maintained so as to be in full compliance with all current city, state and federal regulations. No waste water, oil, fuel, garbage, trash, refuse or other contaminants or waste, liquid or solid, shall be discharged into the waters of Bayou Castaine. Violation of this regulation shall be punishable in accordance with Division 13 of Appendix C of the City of Mandeville Code of Ordinances ~~by a \$500.00 fine~~ and will be cause for immediate termination of the right to moor the vessel.

(4) *Penalties.* Whomever shall violate this section shall be fined as set forth in Division 13 of Appendix C of the City of Mandeville Code of Ordinances ~~one hundred dollars (\$100.00)~~ per day for each day the vessel remains in the Harbor Wharfage Area beyond the current mooring period or imprisoned for not more than ten (10) days, or both, for each violation. In addition to the penalty hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this section, including allowing the vessel to remain in the Harbor Wharfage Area beyond the current mooring period, shall be deemed a public nuisance and may be abated by the city as provided by law. Each day that such a

condition continues shall be regarded as a new and separate violation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-3 (b) of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-3. - Same—Amount

(b) *Retail dealers with gross sales less than ten thousand dollars.* Table 1, retail dealers, of the provisions adopted in subsection (a), above, is amended to provide that businesses with gross sales of less than ten thousand dollars (\$10,000.00) shall ~~heretofore [hereafter]~~ pay an annual license fee ~~of fifteen dollars (\$15.00)~~ as set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-7 of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-7. - Same—Amount.

The minimum license imposed as provided in section 14-6 upon a company, society, association, corporation, firm or individual shall be the sum set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances. ~~of ten dollars (\$10.00), provided the gross annual premiums without any deductions for dividends paid or otherwise credited to policy holders does not exceed two thousand dollars (\$2,000.00) and the additional license thereafter shall be seventy dollars (\$70.00) on each ten thousand dollars (\$10,000.00), or fraction thereof, of gross annual premiums in excess of two thousand dollars (\$2,000.00), provided that the maximum amount of license tax from any one company, society, association, corporation, firm or individual shall not exceed twenty one thousand dollars (\$21,000.00).~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-8 of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-8. - License tax on casualty and similar insurers.

There is hereby levied an annual license tax for each year on any company, society, association, corporation, firm or individual, engaged in the business of issuing policies, contracts or other forms of obligations, covering the risk of fire, or marine, or river insurance, or surety or fidelity, or indemnity, or guaranty, or workmen's compensation or employer's liability or property damage, or livestock, or tornado, or automobile, automatic sprinkler, or burglary, or insurance business of any other kind whatsoever in this state, whether such insurance company, society, association, corporation, firm or individual, be domiciled in the city or operating in the city through agents or their representatives in an amount not more than the amount set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances. ~~the following:~~

1st Class: ~~When the gross receipts do not exceed two thousand dollars (\$2,000.00) the license shall be forty dollars (\$40.00).~~

2nd Class: ~~When the gross receipts are more than two thousand dollars (\$2,000.00) and not more than four thousand dollars (\$4,000.00), the license shall be sixty dollars (\$60.00).~~

~~3rd Class: When the gross receipts exceed four thousand dollars (\$4,000.00) and not more than six thousand dollars (\$6,000.00), the license shall be eighty dollars (\$80.00).~~

~~4th Class: When the gross receipts exceed six thousand dollars (\$6,000.00) the additional license thereafter shall be seventy dollars (\$70.00) for each ten thousand dollars (\$10,000.00) or fraction thereof in excess of six thousand dollars (\$6,000.00).~~

~~The maximum license payable by any society, association, corporation, firm or individual, shall not exceed nine thousand dollars (\$9,000.00).~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-11 of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-11. - Low alcohol tax.

There is levied a tax ~~of~~ one dollar and fifty cents (\$1.50) per standard barrel of 31 gallons of low alcohol content beverages sold and consumed within the City of Mandeville in accordance with Division 14 of Appendix C to the City of Mandeville Code of Ordinances.

The collection, reporting and administration of payment of this tax shall be governed by the provisions of R.S. 26:492 as amended.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-20 of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-20. - License fees.

Peddlers, as defined by R.S. 47:342 and falling under section 11-48.1(a)(1), shall obtain a temporary license at the cost set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances. ~~costing one hundred dollars (\$100.00) plus twenty five (\$25.00) per cart. All other peddlers defined by R.S. 47:342 shall obtain a license costing one hundred dollars (\$100.00).~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-36 (a-b) of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-36. - Imposition of taxes.

(a) *Scope, rates, tax of January 1, 1987.* There is hereby levied from and after January 1, 1987, for the purpose stated in the proposition on file in the office of the city secretary, a tax upon the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption, of tangible personal property and on the sale of services within the authority as defined herein; and the levy of such tax shall be as set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances; follows:

~~(1) At the rate of one (1) percent of the sales price of each item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due the governing body and to include each and every retail sale.~~

~~(2) At the rate of one (1) percent of the cost price of each item or article of tangible personal property when the same is not sold, but is used, consumed, distributed, or stored for use or consumption in the authority provided there shall be no duplication of the tax.~~

~~(3) At the rate of one (1) percent of the gross proceeds derived from the lease or rental of~~

~~tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.~~

~~(4) At the rate of one (1) percent of the monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property.~~

~~(5) At the rate of one (1) percent of the gross proceeds derived from the sale of services, as defined herein.~~

(b) *Scope, rates, tax of July 1, 1991.* There is hereby levied from and after July 1, 1991, for the purpose stated in the proposition on file in the office of the city secretary, a tax upon the sale at retail, the use, the lease or rental, the consumption and storage for use or consumption, of tangible personal property and on the sale of services within the authority as defined herein; and the levy of such tax shall be as set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances:

~~(1) At the rate of one half of one percent (½%) of the sales price of each item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due the Governing Body and to include each and every retail sale.~~

~~(2) At the rate of one half of one percent (½%) of the cost price of each item or article of tangible personal property when the same is not sold, but is used, consumed, distributed, or stored for use or consumption in the authority provided there shall be no duplication of the tax.~~

~~(3) At the rate of one half of one percent (½%) of the gross proceeds derived from the lease or rental of tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.~~

~~(4) At the rate of one half of one percent (½%) of the monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property.~~

~~(5) At the rate of one half of one percent (½%) of the gross proceeds derived from the sale of services, as defined herein.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-43 (c) of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-43. - Remedies for collection, including interest; penalties, etc.

(c) If the amount of tax due by the dealer is not paid on or before the twentieth (20th) day of the month next following the month for which the tax is due, there shall be collected, with said tax, interest upon said unpaid amount, at the rate set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances. ~~a rate not exceeding fifteen (15) percent per annum, or fractional part thereof, to be computed from the first day of the month next following the month for which the tax is due until it is paid; and in addition to the interest that may be so due there shall also be collected a penalty equivalent to five (5) percent for each thirty (30) days, or fraction thereof, of delinquency, not to exceed twenty five (25) percent in aggregate, of the tax due, when such tax is not paid within thirty (30) days of the date the tax first becomes due and payable, and in the event of suit, attorney's fees at the rate of ten (10) percent of the aggregate of tax, interest and penalty.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-104 (a) of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-104. - Rates of license tax.

(a) The license tax for the business described in this article levied upon the store or stores operated within the City of Mandeville shall be based on the number of stores or merchandise establishments included under the same general management, supervision, ownership and control, whether within the City of Mandeville or not, and whether within this state or not; the maximum license for each store or establishment shall be set forth in Division 14 of Appendix C of the City of Mandeville Code of Ordinances. ~~as follows:~~

Number of Stores in Group at Least	But Not More Than	License
2	10	\$10.00
11	35	\$15.00
36	50	\$20.00
51	75	\$25.00
76	100	\$30.00
101	125	\$50.00
126	150	\$100.00
151	175	\$150.00
176	200	\$200.00
201	225	\$250.00
226	250	\$300.00
251	275	\$350.00
276	300	\$400.00
301	400	\$450.00
401	500	\$500.00
501 and over		\$550.00

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-107 (b) of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-107. - When payable, interest penalties, posting license.

(b) In addition to the other penalties otherwise provided for, a delinquency penalty of ~~five (5) percent~~ shall be paid in accordance with Division 14 of Appendix C of the City of Mandeville Code of Ordinances ~~if the delinquency in payment is for less than thirty (30) days, with an additional five (5) percent for each additional thirty (30) days or fraction thereof during which~~ while the delinquency continues.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 14-108 of the City of Mandeville Code of Ordinances be amended to:

Sec. 14-108. - Penalties.

In addition to the other penalties provided herein, whosoever shall violate the provisions of the article shall be fined in accordance with Division 14 of Appendix C of the City of Mandeville Code of Ordinances ~~not to exceed one hundred dollars (\$100.00) and shall be imprisoned for not more than thirty (30) days, or both.~~ Each days violation of the provisions of this article is a separate offense.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 15-3 (e) of the City of Mandeville Code of Ordinances be amended to:

Sec. 15-3. - Application for license; term of license; license fee.

(e) There is hereby imposed an initial license fee set forth in Division 15 of Appendix C of the City of Mandeville Code of Ordinances ~~of twenty five dollars (\$25.00)~~ for the issuance of a license to sell tobacco products. Renewal of such licenses for subsequent calendar years shall be in accordance with the fees and procedures set forth in section 15-7 of this chapter.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 15-7 (a) of the City of Mandeville Code of Ordinances be amended to:

Sec. 15-7. - Renewal of permits.

(a) Persons holding licenses shall annually file applications for renewal thereof for each ensuing calendar year. Such applications shall be filed at the same time that the applicant applies for the renewal of his, her or its occupational license, but in no event shall be filed later than March 1 of the calendar year for which renewal is sought. The application for renewal shall be accompanied by a renewal fee as set forth in Division 15 of Appendix C of the City of Mandeville Code of Ordinances. ~~of ten dollars (\$10.00). If a licensee fails to file a renewal application and pay the renewal fee timely, there shall be added to the fee a delinquency penalty of three dollars (\$3.00) if the failure is for not more than thirty (30) days, with an additional three dollars (\$3.00) for each additional thirty (30) days or fraction thereof during which the failure continues.~~ In addition, the city council may, without notice of hearing, suspend the right to sell tobacco products of any licensee who fails to timely make application for renewal of the license required by this chapter.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Section 16-5 of the City of Mandeville Code of Ordinances be amended to:

Sec. 16.5. - Fee for permit.

The fee to be paid the town for issuance of a permit hereunder is hereby fixed at the sum set forth in Division 16 of Appendix C of the City of Mandeville Code of Evidence. ~~of ten dollars (\$10.00).~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that 17-12 of the City of Mandeville Code of Ordinances be amended to:

Sec. 17-12. - Deposits for water meters prescribed.

The following deposits for water meters shall be paid in accordance with Division 17 of Appendix C of the City of Mandeville Code of Ordinances before water service is furnished to a customer. :

Rate No. 1:

~~(a) By owner of a residence\$ 50.00~~

~~(b) By tenant of a residence75.00~~

Rate Nos. 2, 3 and 4:

~~(a) Business operated by owner of structure80.00~~

~~(b) Business operated by tenant of structure125.00~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that 17-13 of the City of Mandeville Code of Ordinances be amended to:

Sec. 17-13. - Charge for turning on water.

After the first turning on of the water to any consumer, a charge as set forth in Division 17 of Appendix C of the City of Mandeville Code of Ordinances ~~of twenty five dollars (\$25.00)~~ shall be paid in advance for any turning on of water thereafter, in addition to all charges, no matter from what cause cut off, except that no charge shall be made after cutting off for repairs or extensions.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that 17-14 of the City of Mandeville Code of Ordinances be amended to:

Sec. 17-14. - Monthly water service charges; collection of overdue charges.

The City of Mandeville shall charge the ~~following~~ monthly rates for all water services furnished by the municipal system to its customers, ~~viz:~~ set forth in Division 17 of Appendix C of the City of Mandeville Code of Ordinances.

Residential:

~~First 3,000 gallons, minimum\$ 10.00~~

~~Next 16,000 gallons, per 1,000 gallons1.10~~

~~Next 30,000 gallons, per 1,000 gallons1.30~~

~~All over 50,000 gallons, per 1,000 gallons1.50~~

Commercial:

~~First 3,000 gallons, minimum\$ 19.00~~

~~Next 16,000 gallons, per 1,000 gallons1.10~~

~~Next 30,000 gallons, per 1,000 gallons1.30~~

~~All over 50,000 gallons, per 1,000 gallons1.50~~

Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Overdue charges will be offset from the individual income tax refund of the consumer. Should payment be collected through the Offset Claims Program, a late fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and

penalties collected, in accordance with Division 17 of Appendix C of the City of Mandeville Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that 17-15 (b), (c)(5), and (e) of the City of Mandeville Code of Ordinances be amended to:

Sec. 17-15. - Monthly municipal sewer system charges; calculation and levy thereof; collection of overdue charges.

~~(b)~~ *Minimum monthly sewer user charges.* The City of Mandeville shall levy, bill and collect from residential customers a monthly sewerage charge as set forth in Division 17 of Appendix C of the City of Mandeville Code of Ordinances. ~~of twelve dollars (\$12.00) and shall levy, bill and collect from nonresidential customers a monthly sewerage charge of twenty dollars (\$20.00).~~

~~(c)~~ (5) *New residential or nonresidential sewer customers.* The City of Mandeville shall levy, bill and collect from residential customers a monthly sewerage charge as set forth in Division 17 of Appendix C of the City of Mandeville Code of Ordinances. ~~of twelve dollars (\$12.00) and shall levy, bill and collect from nonresidential customers a monthly sewerage charge of twenty dollars (\$20.00).~~

(e) *Overdue charges.* Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Overdue charges will be offset from the individual income tax refund of the consumer. Should payment be collected through the Offset Claims Program, the fee as set forth in Division 17 of Appendix C of the City of Mandeville Code of Ordinances ~~of twenty-five dollars (\$25.00)~~ will be charged the consumer, in addition to all other charges, interest, and penalties collected. Pursuant to L.R.S. 33:361, the agreement with the Louisiana Municipal Advisory and Technical Services Bureau Corporation for participation in the Offset Claims Program in the form attached hereto is approved, and the mayor is authorized to execute it.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that 17-29 (b) of the City of Mandeville Code of Ordinances be amended to:

Sec. 17-29. Special fees for citizens sixty-five years of age or older.

Citizens of the City of Mandeville who are sixty-five (65) years of age or older, who have resided in the City of Mandeville for at least twelve (12) months prior to submission of an application for being charged special fees under this section, whose gross household income does not exceed fifteen thousand dollars (\$15,000.00) per year, and who, together with their spouse, contribute fifty-one (51) percent of the income to operate the household in which they live, shall be eligible for special fees as set forth in Division 17 of Appendix C of the City of Mandeville Code of Ordinances ~~on the following basis:~~

(1)

~~Water fees, per month\$ 5.00~~

(2)

~~Garbage and trash collection fees, per month6.00~~

(3)

~~Sewerage fees, per month4.00~~

(4)

~~Any other designated special fee: Fifty (50) percent of the normally levied fee or one dollar (\$1.00) whichever is greater.~~

(5)

~~Customers who qualify for the special fees who are not connected to the municipal water system shall be levied and billed the aggregate total of other municipal services not to exceed eight dollars (\$8.00) per month.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 1.9.5 of the CLURO be amended to:

1.9.5. Penalty

Any person violating any provision of these regulations shall be guilty of a misdemeanor, and deemed a public nuisance and upon conviction shall be punished for each separate offense by a fine not exceeding the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances, ~~five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment,~~ or as provided in Section 1.9 of the Code of Ordinances of the City of Mandeville, whichever is greater. Each day any violation of any provision of these regulations shall continue shall constitute a separate offense.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 4.1.3.4 of the CLURO be amended to:

4.3.1.4. Fees for Requests to Amend the Official Zoning Map.

~~1.~~ Before any action shall be taken as provided in this Article, the party or parties (other than the City Council or Zoning Commission) proposing or recommending a change in the official zoning map shall deposit with the City of Mandeville the amount set forth in Division 19 of Appendix C to the City of Mandeville Code of Ordinances ~~the following fees:~~

Request	Amount
R-1, R-1X or R-2 Zoning	\$75.00 per acre or fraction thereof, up to a maximum of \$1,500.00
R-3, MH, O/R or B-3 Zoning	\$150.00 per acre or fraction thereof, up to a total maximum of \$2,100.00
B-1, B-2, B-4, PM-1, PM-2, Planned	\$250.00 initial processing fee, plus \$150.00 per District, M-1, M-2, or Industrial Zoning

	acre up to ten (10) acres. For each acre or fraction thereof over 10 acres, \$10.00 per acre shall be charged.
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NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 4.3.2.4 (7)(j) of the CLURO be amended to:

4.3.2.4. Application and Fee.

(7)(j) Application fee of the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances ~~fifty (\$50.00) dollars~~ per acre site or fraction thereof shall be submitted in conjunction with an application for a Special Use Permit.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 4.3.3.4 (7) of the CLURO be amended to:

4.3.3.4. Application and Fee.

7. Fees for Conditional Use Requests - To initiate any Conditional Use Permit request, the party or parties requesting the Conditional Use approval shall deposit a sum based on the fee set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~established by the City Council for Planned District zoning approvals for each request to the City.~~ Under no condition shall the fee be refunded for the failure of the requested Conditional Use Permit to be granted or for the withdrawal of the request.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 4.3.4.2 of the CLURO be amended to:

4.3.4.2. Fees for Filing Appeals and Variance Requests.

1. *Fees for Appeals to the Zoning Commission* - A fee in the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances ~~of twenty-five dollars (\$25.00)~~ shall be paid to the Secretary of the Zoning Commission at the time the notice of appeal is filed, which the Secretary shall transmit to the Director of Finance. Fees related to appeals shall be credited of the general revenue fund of the community.
2. *Fees for Variance Requests* - To initiate any variance request, as permitted by this code or in conjunction with an appeal, the party or parties requesting the variance shall deposit with the Secretary of the Zoning Commission the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances ~~sum of seventy-five dollars (\$75.00)~~ for each variance requested. Under no circumstances shall the fee be refunded for the failure of such variance to be granted or for the withdrawal of the request by the applicant.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 4.3.6 (1) and (7) of the CLURO be amended to:

4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.

1. *Application.* Application for a home occupation permit shall be made to the Planning Director on a form provided by the Planning Director and shall be accompanied by a filing fee in the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances of fifteen dollars (\$15.00). A decision on the application and notification to the applicant of that decision shall be made within fifteen (15) calendar days of the date a completed application is received.

7. *Renewal.* Home occupation permits shall be renewed annually provided there has not been any violation of the provisions of this Chapter. Requests for renewals shall be submitted to the Planning Department in writing, accompanied by a ten (\$10) dollar renewal fee, no later than one (1) month prior to expiration of the permit.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.1.9 (2-3) of the CLURO be amended to:

5.1.9. Penalty for Failure to Obtain a Permit or Required Inspections and Reinspection of Failed

(2) Failure to obtain an approved inspection prior to the pouring of a structural slab or footing shall result in a penalty in the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~the following:~~

- a. ~~1st Offense—\$500.00 fine and letter from Louisiana Licensed Civil Engineer.~~
- b. ~~2nd Offense—\$1,000.00 fine and letter from Louisiana Licensed Civil Engineer.~~
- c. ~~3rd Offense—\$1,000.00 fine and removal of the structural slab or footing.~~

(3.) The required inspections shall be included as a part of the permit fees listed herein unless specified differently. However, if a permit holder calls for an inspection and the work inspected does not meet code or requires a second or subsequent inspection, a reinspection fee in accordance with the scale set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~following sliding scale shall be submitted prior to reinspection:~~

- a. ~~1st Reinspection—forty (\$40.00) dollars.~~
- b. ~~2nd Reinspection—eighty (\$80.00) dollars.~~
- c. ~~3rd Reinspection—one hundred twenty (\$120.00) dollars.~~
- d. ~~4th Reinspection—two hundred forty (\$240.00) dollars~~
- e. ~~5th Reinspection—Citation and "Stop Work" order issued.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.2.5.4 of the CLURO be amended to:

5.2.5.4. Sewer and Water Impact Fees.

Sewer and water impact fees shall be paid prior to the issuance of a building permit, in accordance with the schedule set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. All additions to existing properties will be reviewed for sewer impact and will be assessed fees according to the aforementioned schedule. The City may waive the requirement for collection of sewer and water impact fees for all existing residences or residences permitted for construction as of August 11, 1988 connecting to the newly extended sewer lines constructed under Phase I of the Sewer Improvement Program begun in 1987.

~~1. Sewer Impact Fees. Sewer impact fees shall be paid prior to the issuance of a building permit, in accordance with the following schedule:~~

Residential Impact Fee	\$900.00 per residential unit
Nonresidential Impact Fee	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots
All additions to existing properties will be reviewed for sewer impact and will be assessed fees according to the above schedule.	

~~2. Water Impact Fee. Water impact fees shall be paid prior to the issuance of a building permit, in accordance with the following schedule:~~

Residential Impact Fee	\$1,100.00 per residential unit
Nonresidential Impact Fee	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots
The City may waive the requirement for collection of sewer and water impact fees for all existing residences or residences permitted for construction as of August 11, 1988 connecting to the newly extended sewer lines constructed under Phase I of the Sewer Improvement Program begun in 1987.	

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.2.5.5 of the CLURO be amended to:

5.2.5.5. Water and Sewer Connections Fees.

The following fees for connection to City water and sewer services shall be paid at the time of application for a building permit associated with such connections. These fees shall be paid in accordance with the schedule set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~following schedule:~~

~~1. Water Connection Fees~~

a. ¾" tap	\$315.00
b. 1" tap	\$420.00
c. 1.5" tap	\$520.00
d. 2" tap	\$650.00
e. Contractors deposit	\$100.00 (Maximum \$90.00 refundable based on use)
f. Water connection inspection fee	\$25.00

~~2. Sewer Connection Fees~~

a. 4" tap	\$300.00
b. 6" tap	\$400.00
c. Sewer connection inspection fee	\$25.00

~~3. The City may reduce the normal connection fee charged by the City from \$300.00 to \$125.00 for residences mentioned in section 17-79(a) of the City Code. Owner must bear the cost of extending the sewer line to connect to the City's clean-out at the property line.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.5.2 (1-4) of the CLURO be amended to:

5.5.2. Fees for Development Permits.

Fees for all development permits shall be based on the under beam square footage or as stated above for building construction costs.

1. A minimum permit fee ~~of forty (\$40.00) dollars~~ shall be charged for any work governed by the requirements of these regulations. This fee is set in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

2. For all such work, except minor renovations and accessory structures costing less than five thousand (\$5,000.00) dollars, the Building Permit fee shall be calculated as set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~by multiplying the under beam square footage of the construction by thirty (\$0.30) cents for single-, 2-family, and townhome dwellings as defined by the currently enforced edition of the International Residential Code. The fee for commercial, multi-family, and combined use structures shall be calculated as set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances by multiplying the under beam square footage by thirty five (\$0.35) cents.~~

3. The permit fee for demolition of any building or structure is set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~shall one hundred (\$100.00) dollars plus a five hundred (\$500.00) dollar streets bond.~~

4. Moving Building. The permit fee for moving a building or structure across or along any street or streets, or alley or alleys, is set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~shall be one hundred (\$100.00) dollars plus a five hundred (\$500.00) dollar streets bond.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.5.3 of the CLURO be amended to:

5.5.3. Required Building Permit Fees for Minor Remodeling and Renovation.

A permit is required for remodeling or renovating when electrical wiring, plumbing or structural change of the building is effected. A minimum fee as set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances ~~of forty (\$40.00) dollars~~ for each required inspection shall be charged when the value of such renovation is less than five thousand (\$5,000.00) dollars in cost of construction. Separate permits shall be required for any electrical, mechanical, or plumbing work which may be performed. The Building Inspector shall perform such inspections as he may deem necessary to assure that work under the permit is constructed in accordance with the requirements of these regulations.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.5.5 of the CLURO be amended to:

5.5.5. Required Fees for Tree and Shrub Removal Permits for Other Than R-1, R-1X and R-2 Districts.

For each required inspection, permit fees for landscape installations and tree and shrub removal shall be set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances ~~forty (\$40.00) dollars for each required inspection.~~ A minimum permit ~~forty (\$40.00) dollar permit fee~~ set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances will be required to process applications for landscape installation, construction or tree and shrub removal. Landscaping inspections and inspection fees shall be in accordance with the provisions of Article 9.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.5.6 of the CLURO be amended to:

5.5.6. Required Fee for Clearing Permit.

A permit fee set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances ~~of fifty (\$50.00) dollars~~ shall be charged for a separate clearing permit or for the inspection of site clearing work when done in conjunction with a building permit, which may only be issued in conjunction with a development permit for construction of a building.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.5.7 of the CLURO be amended to:

5.5.7. Required Fees for Single- and Two-Family Residential Accessory Use Permits.

The permit fee for single- and two-family residential accessory structure for work listed above shall be:

1. The minimum fee for any accessory permit shall be set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances forty (\$40.00) dollars.
2. Fees for permits for accessory structures such as, but not limited to pools, fences, or masonry walls; storage buildings and detached structures; fixed or movable marquees and awnings; the fee shall be set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances ~~forty (\$40.00)~~ dollars for each required inspection.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.5.8 of the CLURO be amended to:

5.5.8. Required Fees for Electrical, Mechanical, Plumbing, and Fuel Gas Permits and Inspections.

The required fees for electrical, mechanical, plumbing, and fuel gas permits shall be set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~forty (\$40.00) dollars for each required inspection plus two (\$2.00) dollars for each fixture, circuit, combustion producing device, device utilizing a chimney or duct, or any other separate fixture, fitting, or system requiring inspection.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.5.9 of the CLURO be amended to:

5.5.9. Fees for Public Improvement Permits.

Fees for all public improvement permits shall be set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~forty (\$40.00) dollars for each required inspection plus a non-refundable plan review fee of ten percent of the total value of construction in accordance with 5.5.1(2).~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 5.8.1.5 of the CLURO be amended to:

5.8.1.5. Fees and Renewal.

All registrations shall expire at 4:30 PM on December 31st, and any registrant shall have until 4:30 PM on January 31st to renew its registration without penalty. After 4:30 PM on January 31st, all registrations shall be considered to be initial registrations. The fees for registration shall be set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~as follows:~~

Contractor	Initial Fee	Renewal Fee
General	\$250.00	\$50.00
Sign Erector	150.00	50.00

Electrical	50.00	20.00
Mechanical	50.00	20.00
Plumbing	50.00	20.00
Roofing	50.00	20.00
Landscaping/Tree Removal	50.00	20.00
Other Trade Subcontractor	50.00	20.00
Self-Contractor	50.00	20.00

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 8.2.3.5 (8) of the CLURO be amended to:

8.2.3.5. Lodging (Transient)—Short-Term Rentals.

(8) Short-term rental permit fees shall be set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

a. Fees for the initial or new applicant thereof shall be as follows:

- (1) Bed and Breakfast Residence: Two hundred fifty dollars (~~\$250.00~~);
- (2) Bed and Breakfast Inn: Four hundred fifty dollars (~~\$450.00~~);
- (3) Whole House Rental: Seven hundred dollars (~~\$700.00~~).

b. Fees for the renewal thereof shall be as follows:

- (1) Bed and Breakfast Residence: One hundred twenty five dollars (~~\$125.00~~);
- (2) Bed and Breakfast Inn: Two hundred twenty five dollars (~~\$225.00~~);
- (3) Whole House Rental: Three hundred fifty dollars (~~\$350.00~~).

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 9.2.5.16 (e) of the CLURO be amended to:

9.2.5.16. Violations.

e. Fines. In addition to providing or paying for trees, violators of this section will be fined up to the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~five hundred dollars (\$500.00) for each tree removed without or in violation of a permit.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 9.3.3. (2) of the CLURO be amended to:

9.3.3. Optional Parking Mitigation Fee; Use of Funds.

2. The cost to the City for acquiring and improving public parking on or in public rights-of-way is hereby set and established at the sum of set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~one thousand two hundred (\$1,200.00) dollars per parking space.~~ The cost to the City for acquiring and improving public parking on property acquired by the City for that purpose shall be set at the City's actual cost per parking space for the most recent such project completed or planned for which costs are available.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 10.8.4 of the CLURO be amended to:

10.8.4. Electrical Inspection Fees.

An electrical inspection shall be required in conjunction with the erection of an electrical sign. This fee in addition to the permit fee required under section 10.9.9 "Required fees for sign permits" are set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~Such fees are hereby set as:~~

- ~~1. Forty (\$40.00) Dollars— To cover the cost of one electrical inspection.~~
- ~~2. Forty (\$40.00) Dollars— Shall be charged for each reinspection required.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 10.9.9 of the CLURO be amended to:

10.9.9. Required Fees for Sign Permits.

1. At the time of submission of an application for a sign permit, a non-refundable plan review application fee ~~of ten dollars (\$10.00)~~ shall be paid in accordance with the fee schedule established in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.
2. When application for a permit is approved and prior to the issuance of a permit, a permit fee shall be paid based on the ~~following~~ schedule set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

~~a. Electrical signs:~~

- ~~(1) Up to 32 square feet— \$20.00 per face~~
- ~~(2) Each square foot in excess of 32 square feet— \$0.50 per sq. ft.~~

~~b. Non-electrical signs:~~

- ~~(1) Up to 32 square feet— \$15.00 per face~~
- ~~(2) Each square foot in excess of 32 square feet— \$0.50 per sq. ft.~~

~~c. Temporary signs:~~

- ~~(1) Up to 32 square feet— \$10.00 per face~~
- ~~(2) Over 32 square feet— \$0.50 per sq. ft.~~

~~d. Street banner sign— \$15.00~~

~~e. Reinspection fee (all signs)— \$40.00~~

~~f. Billboards shall pay the following fees in addition to the above fees:~~

- ~~(1) Initial permit fee— \$100.00 per face~~
- ~~(2) Annual renewal fee— \$50.00 per face~~

~~g. Murals— \$25.00~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 10.10 (2) of the CLURO be amended to:

10.10. - LICENSING OF SIGN CONTRACTORS.

2. Every person commercially engaged in constructing, erecting, installing, maintaining or operating outdoor advertising, advertising structures, billboards, advertising signs, painted

signs on structures, signboards or similar devices, whether as a primary or incidental activity, and whether or not such person is otherwise licensed by the City, shall obtain a sign contractor's license and pay a fee as set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances. ~~of one hundred fifty dollars (\$150.00) for the first year and fifty dollars (\$50.00) annually thereafter.~~

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville, that Article 12.4 of the CLURO be amended to:

12.4. - SUBDIVISION APPLICATION AND ASSOCIATED FEES.

12.4.1. [Subdivision application and associated fees.]

Subdivision application and associated fees shall be paid in accordance with the schedule set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

- ~~1. Low-Density Residential Subdivision (One and Two Family Homes).~~
 - ~~a. Subdivision over 5 acres - \$5,000.00 + \$100.00 per lot.~~
 - ~~b. Subdivisions less than 5 acres - \$250.00 per lot.~~
 - ~~c. If the construction period specified by the developer in the construction contract is exceeded, the applicant will be charged additional fees for the City's field representatives at a rate of \$20.00 per hour payable prior to acceptance by the City of streets or utilities for maintenance.~~
- ~~2. High-Density Residential and Non-Residential Subdivisions.~~
 - ~~a. Subdivisions/Resubdivisions - \$0.05 per square foot of area.~~
 - ~~b. Non-Residential Subdivisions/Resubdivisions - \$5,000.00 plus \$1,000.00 per acres or fraction thereof for every acre over 2.5 acres.~~
- ~~3. Fees for Application of High-Density Residential and Non-Residential Subdivisions. The above fees will be collected in the following manner:~~
 - ~~a. Payment with application for tentative approval - 20%.~~
 - ~~b. Payment with application for preliminary approval - 60%.~~
 - ~~c. Payment with application for final approval - 20%.~~
 - ~~d. If the construction period specified by the developer in the construction contract is exceeded, the applicant will be charged additional fees for the City's field representatives at a rate of \$20.00 per hour payable prior to acceptance by the City of streets or utilities for maintenance.~~
- ~~4. Minor Subdivisions/Resubdivisions (No Utilities). The owner/developer will pay a onetime fee of \$300.00 at the time of the application. The owner/developer will be responsible for the cost of, if required by the Planning Commission or City Council, legal/engineer fees when and if it becomes necessary for the City Attorney/Engineer/Public Works Director to participate in this subdivision/resubdivision.~~

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:
NAY:
ABSTENTIONS:
ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2022

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2022 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2022 at ____ o'clock __.m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2022, at ____ o'clock __.m.

L. Clay Madden, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this _____ day of _____, 2022 at _____ o'clock _____.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the _____ day of _____, 2022 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this _____ day of _____, 20____.

CLERK OF COUNCIL

Customers who qualify for the special fees who are not connected to the municipal water system shall be levied and billed the aggregate total of other municipal services not to exceed eight dollars (\$8.00) per month.

DIVISION 18
BOARDS, COMMITTEES & COMMISSION

DIVISION 19
PLANNING & DEVELOPMENT (COMPREHENSIVE LAND USE REGULATION ORDINANCE)

CLURO 1.9.5. Penalty

Penalty for any violation of CLURO: Any person violating any provision of these regulations shall be guilty of a misdemeanor, and deemed a public nuisance and upon conviction shall be punished for each separate offense by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment, or as provided in Section 1.9 of the Code of Ordinances of the City of Mandeville, whichever is greater. Each day any violation of any provision of these regulations shall continue shall constitute a separate offense.

4.3.1.4. Fees for Requests to Amend the Official Zoning Map.

Request	Amount
R-1, R-1X or R-2 Zoning	\$75.00 \$250.00 per acre or fraction thereof, up to a maximum of \$1,500.00 \$2000
R-3, MH, O/R or B-3 Zoning All Other Zoning District	\$150.00 \$500.00 per acre or fraction thereof, up to a total maximum of \$2,100.00
B-1, B-2, B-4, PM-1, PM-2, Planned	\$250.00 initial processing fee, plus \$150.00 per District, M-1, M-2, or Industrial Zoning acre up to ten (10) acres. For each acre or fraction thereof over 10 acres, \$10.00 per acre shall be charged.

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4.3.2.4. Application and Fee.

(j) *Application Fee for Special Use Permit:* Application fee of \$250.00 fifty (\$50.00) dollars per acre site or fraction thereof shall be submitted in conjunction with an application for a Special Use Permit.

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4.3.3.4 Application and Fee

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7. Fees for Conditional Use and Planned Districts - \$500.00

Fees for Conditional Use Requests - To initiate any Conditional Use Permit request, the party or

parties requesting the Conditional Use approval shall deposit a sum based on the fee established by the City Council for Planned District zoning approvals for each request to the City. Under no condition shall the fee be refunded for the failure of the requested Conditional Use Permit to be granted or for the withdrawal of the request.

4.3.4.2. Fees for Filing Appeals and Variance Requests.

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Type of Fee	Cost
Appeal to the Zoning Commission Fee	100.00 \$25.00
Variance Request Fee	\$75.00 100.00

4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.

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Type of Fee	Cost
Application Fee	\$15.00
Renewal Fee	\$10.00

5.1.9. Penalty for Failure to Obtain a Permit or Required Inspections and Reinspection of Failed (2)

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Failure to Obtain an Approved Inspection Prior to Pouring of Slab/Footing

Number of Penalties	Penalty
1 st Offense	\$500 -\$1000.00 and letter from LA Licensed Civil Engineer
2 nd Offense	\$2000.00 \$1,000 fine and letter from LA Licensed Civil Engineer
3 rd Offense	\$25000.00 \$1,000 fine and removal of the structural slab or footing

Reinspection Fees

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Number of Reinspection	Fee / Penalty
1 st Reinspection	\$400 60.00
2 nd Reinspection	\$80 120.00
3 rd Reinspection	\$120 180.00
4 th Reinspection	\$240 240.00
5 th Reinspection	Citation and "stop work" order issued

5.2.5.4. Sewer and Water Impact Fees.

Impact Type	Sewer Fee	Water Fee
Residential Impact Fee	\$900.00 per residential unit	\$1100.00 per residential unit
Non-Residential Impact Fee	\$.02 per square foot of lot or parcel of property affected including all	\$.02 per square foot of lot or parcel of property affected including all

	areas for setbacks, green space, parking lots	areas for setbacks, green space, parking lots
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5.2.5.5. Water and Sewer Connections Fees.

1. Water Connection Fees:

¾" tap	\$315.00
1" tap	\$420.00
1.5" tap	\$520.00
2" tap	\$650.00
Contractors deposit	\$100.00 (Maximum \$90.00 refundable based on use)
Water connection inspection fee	\$25.00

2. Sewer Connection Fees:

4" tap	\$300.00
6" tap	\$400.00
Sewer connection inspection fee	\$25.00

3. *Reduction of Fee:* The City may reduce the normal connection fee charged by the City from \$300.00 to \$125.00 for residences mentioned in section 17-79(a) of the City Code. Owner must bear the cost of extending the sewer line to connect to the City's clean-out at the property line.

Commented [ESS6]: Should this not be 17-29; 17-79 is reserved.

5.5. FEES FOR BUILDING PERMIT APPLICATIONS.

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5.5.1 General Structure of Fees for Development Permits for Buildings	
If estimated construction cost is less than \$5,000.00	\$4060.00 for each required inspection
Plan Review Fee for all Building Permits	10% of the building permit fee
5.5.2. Fees for Development Permits.	
Minimum Permit Fee	\$4050.00
Single, 2-family, and townhome dwellings	multiply the under-beam square footage of the construction by thirty (\$0.30) cents
Commercial, multi-family, and combined use structures	multiply the under-beam square footage of the construction by thirty-five (\$0.35) cents
Demolition	\$100 plus \$500 streets bond
Moving Building	\$100 plus \$500 streets bond
5.5.3. Required Building Permit Fees for Minor Remodeling and Renovation.	
Minor Remodel/ Renovation requiring electrical wiring, plumbing or structural change	\$4060.00 per required inspection
5.5.5. Required Fees for Tree and Shrub Removal Permits for Other Than R-1, R-1X and R-2 Districts.	
Landscape installations and tree and shrub removal	\$4050.00
Minimum Permit Fee	\$4050.00
5.5.6. Required Fee for Clearing Permit.	
Clearing permit	\$50.00
Inspection of site clearing work	\$5060.00

5.5.7 Required Fees for Single- and Two-Family Residential Accessory Use Permits.	
Accessory structure for single and two family residential use	\$4050.00
Accessory structures such as, but not limited to pools, fences, or masonry walls; storage buildings and detached structures; fixed or movable marquees and awnings	\$4050.00 per required inspection
5.5.8. Required Fees for Electrical, Mechanical, Plumbing, and Fuel Gas Permits and Inspections.	
Electrical, mechanical, plumbing, and fuel gas permits	\$40-60 for inspection plus \$2.00 for each fixture, circuit, combustion producing device, device utilizing a chimney or duct, or any other separate fixture, fitting, or system requiring inspection.
5.5.9. Fees for Public Improvement Permits.	
Public Improvement Permit	\$40-60 for each required inspection plus a non-refundable plan review fee of ten percent of the total value of construction

5.8.1.5. Fees and Renewal.

Contractor	Initial Fee	Renewal Fee
General	\$250.00	\$50.00
Sign Erector	150.00	50.00
Electrical	50.00	20.00
Mechanical	50.00	20.00
Plumbing	50.00	20.00
Roofing	50.00	20.00
Landscaping/Tree Removal	50.00	20.00
Other Trade Subcontractor	50.00	20.00
Self Contractor	50.00	20.00
Sign Contractor	150.00	50.00

8.2.3.5. Lodging (Transient)—Short-Term Rentals.

(8) Short Term Rental Permit Fees

Type of Short Term Rental	Initial Application Fee	Renewal Fee
Bed and Breakfast Residence	\$250.00	\$125.00
Bed and Breakfast Inn	\$450.00	\$225.00
Whole House Rental	\$700.00	\$350.00

9.2.5.16. Violations.

Prohibited Act	Penalty
Removal of tree without or in violation of a permit.	\$500.00 per tree

9.3.3. Optional Parking Mitigation Fee; Use of Funds.

Number of Parking Spaces	\$1,200 per space
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10.8.4. Electrical Inspection Fees.

Type of Electrical Sign Inspection	Fee
Electrical Sign Inspection	\$4060.00 per electrical sign
Electrical Sign Reinspection	\$4060.00 per reinspection

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10.9.9. Required Fees for Sign Permits.

Sign Type	Plan Review Fee	Flat Fee	Up to 32 SF	Each SF in excess of 32 SF	Reinspection Fee	Initial Permit Fee	Annual Renewal Fee
Electrical Sign	\$2510.00		\$2025.00 per face	\$0.50 per SF	\$4060.00		
Non-Electrical Sign	\$1025.00		\$15.00 per face	\$0.50 per SF	\$4060.00		
Temporary Sign	\$1025.00		\$10.00 per face	\$0.50 per SF	\$4060.00		
Street Banner Sign	\$1025.00	\$15.00			\$4060.00		
Billboard	\$1025.00				\$4060.00	\$100.00 per face	\$50.00 per face
Mural	\$1025.00	\$25.00			\$4060.00		

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10.10 Licensing of Contractors

Type of License	Initial Fee	Annual Renewal Fee
Sign Contractor's License	\$150.00	\$50.00

12.4.1. [Subdivision application and associated fees.]

1. Low-Density Residential Subdivision (One- and Two-Family Homes).

Subdivision over 5 acres	\$5,000.00 + \$100.00 per lot.
Subdivisions less than 5 acres	\$250.00 per lot.
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

2. High-Density Residential and Non-Residential Subdivisions.

Subdivisions/Resubdivisions	\$0.05 per square foot of area.
Non-Residential Subdivisions/Resubdivisions	\$5,000.00 plus \$1,000.00 per acre or fraction thereof for every acre over 2.5 acres

3. Fees for Application of High-Density Residential and Non-Residential Subdivisions.

Application for tentative approval	20%
Application for preliminary approval	60%
Application for final approval	20%
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

4. Minor Subdivisions/Resubdivisions (No Utilities).

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Application Fee	\$350000.00
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DIVISION 20
MAYOR'S COURT

(1) Fines:

VIOLATION	FINE
SPEEDING 1-10	200.00
SPEEDING 11-15	215.00
SPEEDING 16-20	225.00
SPEEDING 21-30	240.00
SPEEDING 31-OVER	275.00
SPEEDING SCHOOL ZONE 1-0	250.00
SPEEDING SCHOOL ZONE 11-15	275.00
SPEEDING SCHOOL ZONE 16+	300.00
PASSING SCHOOL BUS	425.00
SEAT BELT	50.00
CHILD RESTRAINT 1ST OFFENSE	150.00
SMOKING IN VEHICLE WITH CHILD	250.00
DRIVING UNDER SUSPENSION	275.00
EXCESSIVE ACCELERATION	225.00
DRAG RACING	260.00
TEXTING WHILE DRIVING 1ST OFFENSE	250.00
TEXTING WHILE DRIVING 2ND OFFENSE	500.00
RECKLESS OPERATION	275.00
CARELESS OPERATION	225.00
FAILURE TO STOP	200.00
FAILURE TO YIELD	200.00
HIT AND RUN	275.00

APPENDIX C. CITY OF MANDEVILLE FEES & FINES

DIVISION 1. GENERAL PROVISIONS

Sec. 1-9. - General penalty; continuing violations.

Where no specific penalty is provided therefor, the violation of any such provision of this Code of Ordinances or any such ordinance or resolution shall be punished by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment. Each day any violation of any provision of this Code of Ordinances or of any ordinance or resolution shall continue shall constitute a separate offense.

DIVISION 2. ADMINISTRATION

Sec. 2-2. - Usage and fees of credit card or online convenience payments.

The city may provide credit card and online payment services for the payment of any city charges, fines, permits, taxes, fees and any remittance. The convenience fee for these services shall be paid by the party making the payment.

DIVISION 3. ALCOHOLIC BEVERAGES

Section 3.3 Permits required; schedule of permits and fees.

- (1) *Manufacturers:* Five hundred dollars (\$500.00) for each establishment in the city.
- (2) *Wholesalers.*
 - a. Wholesalers dealing in high alcoholic content beverages: Five hundred dollars (\$500.00) for each place of business in the city.
 - b. Wholesalers dealing in low alcoholic content beverages: One hundred dollars (\$100.00) for each place of business in the city.
- (3) *Retailers.*
 - (a) Operation of an outlet for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class A.
 - (b) Operation of an outlet for low content alcoholic beverages for each place of business in the city: Thirty-five dollars (\$35.00). Class A.

- (c) Operation of a package house for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class B.
 - (d) Operation of a package house for low content alcoholic beverages for each place of business in the city: Twenty-five dollars (\$25.00). Class B.
 - (e) Restaurant/cafeteria: Operation of a bona fide restaurant or cafeteria where sixty (60) percent of the total business is in the sale of food, and light wine is sold for consumption on premises, for each place of business in the city: One hundred dollars (\$100.00).
 - (f) Charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be provided a fee free permit.
- (4) *Pro-rated fee:* The fee for any high content alcoholic beverage permit issued after July 1 in any year for any new business is one-half the annual fee.

Section 3.3-1 Permit required for sale of alcoholic beverages at special events.

- (1) Fees for nonprofit organizations in accordance with Chapter 2 of Title 12 of the Louisiana Revised Statutes shall be ten dollars (\$10.00).
- (2.) Fees for private organizations other than charitable, religious or public service shall be fifty dollars (\$50.00) per day.
- (3.) Fees for private organizations holding special events, the proceeds of which will be used solely for charitable, religious or public services shall be waived.
- (4.) Fees for charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be waived provided written proof from the Internal Revenue Service of tax exempt status has been submitted.

Sec. 3-16. Renewal of permits.

- (1) *Penalties* If a dealer fails to file the application and pay the permit fees timely, there shall be added to the fee, in addition to other penalties provided in this chapter, a delinquency penalty of five (5) percent if the failure is for not more than thirty (30) days, with an additional five (5) percent for each additional thirty (30) days or fraction thereof during which the failure continues.

Sec. 3-20. Additional requirements and regulations for retail dispensers of alcoholic beverages.

- (1) Violations of subsection (b) of Section 3-20 of the City of Mandeville Code of Ordinances shall be fined as follows:
 - a. on the first offense two hundred dollars (\$200.00),
 - b. on the second offense five hundred dollars (\$500.00),

c. and upon the third or subsequent offense shall be fined five hundred dollars (\$500.00) plus suffer the revocation of his permit to sell intoxicating, spirituous, vinous or malt liquors.

(2) Violations of subsection (c) of the City of Mandeville Code of Ordinances shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than ten (10) days or both.

(3) Provided, that any offense under Section 3-20 of the City of Mandeville Code of Ordinances committed more than three (3) years prior to the commission of the crime for which the defendant is being tried shall not be considered in the assessment of penalties hereunder.

DIVISION 6. CEMETERY

Sec. 6-7. Administrative procedures

(1) *Burial permit:*

- (a) Burial permit fees for in-ground burial \$85.00
- (b) Administrative and cleanup 50.00
- (c) Burial permit fees for in-ground burial of urns cremations 55.00
- (d) Administrative and cleanup 25.00

(2) *Sales of burial sites.* Burial sites shall be sold by the City of Mandeville in the amount provided for as follows: For any new purchases or transfers by the city of pre-existing burial sites in sections A. through K. or for any future sites to be made available in the Mandeville Cemetery for burial sites shall be:

- (a) Resident \$1,100.00
- (b) Nonresident 1,200.00

(3) *Prices for crypts and niches in the mausoleum:*

Singles/Main	
Tier A	\$3,775.00
Tier B	\$4,075.00
Tier C	\$3,975.00
Tier D	\$3,575.00

Single Modified Couch	
Tier A	\$4,200.00
Tier B	\$4,450.00
Tier C	\$4,325.00
Tier D	\$4,075.00

True Companion/In & Over	
Tier A	\$7,350.00
Tier B	7,950.00
Tier C	7,750.00
Tier D	6,950.00

Side-by-Side Singles	
Tier A	\$7,550.00
Tier B	8,150.00
Tier C	7,950.00
Tier D	7,150.00

(2) *Niches*

Level	Price
Tier A	\$1,150.00
Tier B	1,250.00
Tier C	1,350.00
Tier D	1,350.00
Tier E	1,250.00
Tier F	1,150.00
Tier G	950.00
Tier H	950.0

(4) *Recordation.* All deeds transacted from this date forward shall be properly filed and recorded in the Land Records Office of the St. Tammany Parish Clerk of Court Office of Land Conveyance. Recordation charges and fees shall be charged on all transactions of purchases of burial sites designated a deed of ownership.

DIVISION 8 FIRE PREVENTION AND PROTECTION

Sec. 8-24. Penalty for False Alarms.

(1) *Penalties for sending of false alarms:*

Number of False Alarms	Penalty
1 to 3	No fine assessed. Alarm user identification letter issued for 2 nd and 3 rd false alarm
4 to 5	\$250.00 fine per false alarm to alarm system user
6 and above	\$500.00 fine per false alarm to alarm system user

(2) *Late Fee:* If an assessed fine has not been paid within thirty (30) days of the day the notice of fine was mailed or delivered by the alarm administrator and there is no appeal pending on the finding of the false alarm, the alarm administrator shall send a second notice of false alarm and fine by certified mail, return receipt requested, along with a notice of late fee of twenty-five dollars (\$25.00). If payment is not received within ten

(10) days of the day such notice was received, the fire district may take actions to collect the fine, including bringing claim in the appropriate small claims court or using the services of a collections agency.

DIVISION 8.5 FOOD AND FOOD SERVICE ESTABLISHMENTS

Sec. 8.5-7. - Violations and penalty.

Any food service operator violating the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon the conviction for such offense by the city court of Mandeville, Louisiana, shall be fined not less than:

- (1) *First offense:* ten dollars (\$10.00) nor more than fifty dollars (\$50.00) or be imprisoned for not more than twenty (20) days or both, in the discretion of the court.
- (2) *Second and succeeding offense:* not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) or be imprisoned for not less than twenty (20) days nor more than sixty (60) days, or suffer both fine and imprisonment in the discretion of the court.

Sec. 8.5-10. - Same—Penalty for violation.

Any person violating the provisions of section 8.5-9 shall be guilty of a misdemeanor and shall be fined not less than twenty dollars (\$20.00) nor more than one hundred dollars (\$100.00) for each such offense.

DIVISION 9 HEALTH AND SANITATION

Sec. 9-30.1. - Prohibiting scavenging of recyclable materials from residential areas within the corporate limits

- (b) Each removal of an item or items from a residential subdivision residence location or a single family residence location shall constitute a separate violation of this section. Unauthorized persons removing materials or bins other than those persons designated above shall be fined as follows:
 - (1) *first conviction of violation of this section:* twenty-five dollars (\$25.00) for each violation.
 - (2) *second conviction of violation of this section:* one hundred dollars (\$100.00) for each violation.

(3) *third and subsequent convictions of violation of this section*: two hundred fifty dollars (\$250.00) for each such violation.

Sec. 9-31. - Garbage service charge—Levied; collection of overdue charges.

- (1) *Monthly Service Charges*: The City of Mandeville shall levy, bill and collect a monthly garbage/trash service charge
 - (a) *Occupied dwelling, residence, and apartment*: seventeen dollars and eighteen cents (\$17.18) per month, broken down as solid waste at twelve dollars and eighty cents (\$12.80) and recycling at four dollars and thirty-eight cents (\$4.38), for each occupied dwelling, residence and apartment.
 - (b) *Apartment complexes which use a city approved dumpster*: seventeen dollars and eighteen cents (\$17.18), broken down as solid waste at twelve dollars and eighty cents (\$12.80) and recycling at four dollars and thirty-eight cents (\$4.38), per unit.
 - (c) *Commercial establishments*: a charge commensurate with the amount of refuse produced by said commercial establishment up to a maximum of five hundred dollars (\$500.00) per month.
- (2) *Unpaid Charges*: Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Should payment be collected through the Offset Claims Program, a fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected. Pursuant to L.R.S. 33:361, the agreement with the Louisiana Municipal Advisory and Technical Services Bureau Corporation for participation in the Offset Claims Program in the form attached hereto is approved, and the mayor is authorized to execute it.

Sec. 9-33. - Same—Penalty for nonpayment.

- (1) *Delinquency penalty*: A twenty-five (25) percent penalty charge shall be imposed for nonpayment of garbage service bills within twenty (20) days after their due date.
- (2) *Attorneys' fees*: In the event any delinquent garbage service bill is turned over to an attorney for collection, then there shall be added to the aggregate amount of the delinquent charge and penalty the sum of twelve (12) percent, but in no case less than twenty-five dollars (\$25.00), which shall be payable to the attorney.

DIVISION 10 MOTOR VEHICLES AND TRAFFIC

Sec. 10-66. - Impeding traffic and unattended motor vehicles.

(b) *Penalty.* The registered owner of any motor vehicle or other means of conveyance violating this regulation shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed two hundred dollars (\$200.00) or imprisonment for a term not exceeding thirty (30) days or by both.

Sec. 10-88. - Failure or refusal to comply.

The penalty shall be a fine up to five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both for each violation.

Sec. 10-99. - Penalty for violation.

The penalty for any conviction of a violation of this includes all administrative costs, removal costs, and storage costs for each day or portion of day that the vehicle involved was impounded, together with a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both.

DIVISION 11 OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 11-22. - Public records request fee schedule.

(1)	Copies—Black and white	\$ 0.50	Per page
(2)	Copies—Color	1.00	Per page
(3)	Pre-produced/standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD

		20.00	Map on DVD
		10.00	Map on floppy disc
(4)	Custom/non-standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(5)	CD/DVD reproduction	15.00	0-1 Hour
		20.00	1-2 hours
		25.00	2-3 hours
		30.00	3-5 hours
		35.00	5-6 hours
(6)	Document transcription (at the then prevailing customary court reporter rate; plus any additional funds needed)	250.00	Deposit
(7)	After-hours review and copying: If the amount of documents or records requested is too vast to reasonably & timely review, count and copy during normal working hours, the party making the request must contact the legal department		

	to schedule a time and place for such after-hour review. There shall be a maximum three-hour after-work-hours appointment at the cost of two hundred fifty dollars (\$250.00) per appointment in order for the party to view the requested documents at city hall. Each after-hour review shall be deemed separate for the purpose of payment. During such review(s), the party may designate a list of documents to be copied, and the city will prepare the documents and provide the requested documents as per law.
(8)	It is specifically determined by the city that any document or material transferred to any media (i.e. such as more than one map transferred to digital CD or DVD media), then each document transferred shall be considered as separate items. For example, three (3) one-page documents transferred to a CD shall be considered as three (3) pages at fifty cents (\$0.50) plus fifteen dollars (\$15.00). The requesting party shall be responsible to pay the cost of each document transferred and the hereinabove scheduled cost of the applicable media used.

GIS Map Duplicate Request Fee Schedule

Paper Size	Price	Additional Copies
(A) 8.5"x11"	\$5.00	\$1.00
(B) 11x17	\$10.00	\$2.00
(C) 18x24 (Bond Paper)	\$20.00	\$5.00
(D) 24x36 (Bond Paper)	\$25.00	\$10.00
(E) 36x36 (Bond Paper)	\$35.00	\$15.00
36X44 (Bond Paper)	\$40.00	\$20.00

36x48 (Bond Paper)	\$45.00	\$25.00
36x72 (Bond Paper)	\$50.00	\$30.00
*Digital Map (PDF, TIFF, JPEG, BMP)	\$5.00 per file, any size	
*Aerial image add-on	\$10.00 in addition to hardcopy map fee	
*Additional layers (no limit)	\$5.00 in addition to hardcopy map fee	
*Customized Services (special data preparation, data conversion, data processing, data analysis etc).	\$40.00 / hour (1 hour min) in addition to hardcopy map fee	

Digital GIS Data Feature Count With Pricing:

Feature Count	Price	Feature Count	Price
0 - 100	\$10	5,000 - 9,999	\$150
100 - 249	\$25	10,000 - 24,999	\$175
250 - 499	\$50	25,000 - 49,999	\$200
500 - 999	\$75	50,000 - 74,999	\$225
1,000 - 2,499	\$100	75,000 - 99,999	\$250
2,500 - 4,999	\$125	100,000 – 149,999	\$275

Sec. 11-83.3. - Alarm system installation and equipment requirements.

(f) *Penalty for failure to comply:* not less than one hundred [dollars] (\$100.00) nor more than two hundred fifty dollars (\$250.00) within any thirty-day period for each violation or shall perform community service, or both.

Sec. 11-83.8. - False alarms prohibited.

(g) *Penalty.* Violations of this ordinance or failure to comply with corrective action shall be subject to a fine of not less than one hundred fifty dollars (\$150.00) and not more than two hundred fifty [dollars] (\$250.00) for each violation.

Sec. 11-88. - Picnicking prohibited in certain areas.

(c) Whosoever shall violate this section shall be fined up to fifty dollars (\$50.00) or imprisoned for not more than ten (10) days, or both.

Sec. 11-110. - Definitions, application for license; form of license; investigation; issuance and renewal; license fee.

(j) *Fees.* Each organization applying for a license shall pay a fee in the following amounts:

(1) *A bingo license:* an annual fee in the amount of one hundred dollars (\$100.00), which said license fee shall be paid prior to the issuance of such license. All licenses issued pursuant to this subsection shall be for the fee of one hundred dollars (\$100.00), regardless of the period of time remaining in the current calendar year for which the same are issued.

(2) *A "one-event" license:* a twenty-five (\$25.00) fee for each such "one-event" application.

(3) *A "special game" license:* a twenty-five dollar (\$25.00) fee for each such "special game license" application.

(4) *Gross Profits filings:* All organizations which are issued licenses under the provisions of this article shall remit a fee to the City of Mandeville to provide for the examination and administration of records and audit fees according to the following scale based on the gross profits (i.e. net proceeds after allowable expenses) for the quarterly filing:

Net Proceeds	Percentage
\$1,000.00	1%
\$1,001.00 and up	3%

DIVISION 13 STREETS, SIDEWALKS AND PUBLIC PLACES

Sec. 13-13. - Mooring of noncommercial craft at public facilities on Bayou Castaine.

(d) *Failure to maintain sanitary facilities:* No waste water, oil, fuel, garbage, trash, refuse or other contaminants or waste, liquid or solid, shall be discharged into the waters of Bayou Castaine. Violation of this regulation shall be punishable by a \$500.00 fine and will be cause for immediate termination of the right to moor the vessel.

(4) *Penalties.* Whomever shall violate this section shall be fined one hundred dollars (\$100.00) per day for each day the vessel remains in the Harbor Wharfage Area beyond the current mooring

period or imprisoned for not more than ten (10) days, or both, for each violation. Each day that such a condition continues shall be regarded as a new and separate violation.

DIVISION 14 TAXATION AND FINANCE

Sec. 14-3. - Same—Amount

(b) *Retail dealers with gross sales less than ten thousand dollars:* businesses with gross sales of less than ten thousand dollars (\$10,000.00) shall pay an annual license fee of fifteen dollars (\$15.00).

Sec. 14-7. - Same—Amount.

- (1) *Minimum License:* The minimum license imposed as provided in section 14-6 upon a company, society, association, corporation, firm or individual shall be the sum of ten dollars (\$10.00), provided the gross annual premiums without any deductions for dividends paid or otherwise credited to policy holders does not exceed two thousand dollars (\$2,000.00).
- (2) *Calculation of License:* the additional license thereafter shall be seventy dollars (\$70.00) on each ten thousand dollars (\$10,000.00), or fraction thereof, of gross annual premiums in excess of two thousand dollars (\$2,000.00).
- (3) *Maximum License:* the maximum amount of license tax from any one company, society, association, corporation, firm or individual shall not exceed twenty-one thousand dollars (\$21,000.00).

Sec. 14-8. - License tax on casualty and similar insurers.

Type	Gross Receipts	License Tax
1 st Class	\$0- \$2000	\$40.00
2 nd Class	\$2001-\$4000	\$60.00
3 rd Class	\$4001 - \$6000	\$80.00
4 th Class	\$6001 +	\$70.00 for each \$10,000 in excess of \$6,000.
<i>Maximum License</i>		\$9000.00

Sec. 14-11. - Low alcohol tax.

There is levied a tax [of] one dollar and fifty cents (\$1.50) per standard barrel of 31 gallons of low alcohol content beverages sold and consumed within the City of Mandeville.

Sec. 14-20. - License fees.

- (1) *Peddlers, as defined by R.S. 47:342 and falling under section 11-48.1(a)(1):* shall obtain a temporary license costing one hundred dollars (\$100.00) plus twenty-five (\$25.00) per cart.
- (2) *All other peddlers defined by R.S. 47:342:* shall obtain a license costing one hundred dollars (\$100.00).

Sec. 14-36. - Imposition of taxes.

(a) *Scope, rates, tax of January 1, 1987.*

Rate	Item
one (1) percent of the sales price for each	item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due
one (1) percent of the cost price of each	item or article of tangible personal property when the same is not sold, but is used, consumed, distributed, or stored for use or consumption
one (1) percent of the gross proceeds	derived from the lease or rental of tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.
one (1) percent of the monthly lease rental price paid by lessee	monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property
one (1) percent of the gross proceeds	derived from the sale of services, as defined herein.

(b) *Scope, rates, tax of July 1, 1991.*

Rate	Item
One half of one (1/2%) percent of the sales price for each	item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due

One half of one (1/2%) percent of the cost price of each	item or article of tangible personal property when the same is not sold, but is used, consumed, distributed, or stored for use or consumption
One half of one (1/2%) percent of the gross proceeds	derived from the lease or rental of tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.
One half of one (1/2%) percent of the monthly lease rental price paid by lessee	monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property
One half of one (1/2%) percent of the gross proceeds	derived from the sale of services, as defined herein.

Sec. 14-43. - Remedies for collection, including interest; penalties, etc.

(c) *Delinquent Payment:*

- (1) *First thirty days late:* If the amount of tax due by the dealer is not paid on or before the twentieth (20th) day of the month next following the month for which the tax is due, there shall be collected, with said tax, interest upon said unpaid amount, at a rate not exceeding fifteen (15) percent per annum, or fractional part thereof, to be computed from the first day of the month next following the month for which the tax is due until it is paid;
- (2) *Each thirty days thereafter:* in addition to the interest that may be so due there shall also be collected a penalty equivalent to five (5) percent for each thirty (30) days, or fraction thereof, of delinquency, not to exceed twenty-five (25) percent in aggregate, of the tax due, when such tax is not paid within thirty (30) days of the date the tax first becomes due and payable; and
- (3) *Attorneys' fees:* in the event of suit, attorney's fees at the rate of ten (10) percent of the aggregate of tax, interest and penalty.

Sec. 14-104. - Rates of license tax.

(a) Chain Store License Tax Schedule:

Number of Stores in Group at Least	But Not More Than	License
2	10	\$10.00
11	35	\$15.00
36	50	\$20.00
51	75	\$25.00
76	100	\$30.00
101	125	\$50.00
126	150	\$100.00
151	175	\$150.00
176	200	\$200.00
201	225	\$250.00
226	250	\$300.00
251	275	\$350.00
276	300	\$400.00
301	400	\$450.00
401	500	\$500.00
501 and over		\$550.00

Sec. 14-107. - When payable, interest penalties, posting license.

(b) Delinquency Penalty

- (1) *for less than 30 days:* In addition to the other penalties otherwise provided for, a delinquency penalty of five (5) percent shall be paid if the delinquency in payment is for less than thirty (30) days;
- (2) *for each additional 30 days:* with an additional delinquency penalty of five (5) percent for each additional thirty (30) days or fraction thereof during which the delinquency continues.

Sec. 14-108. - Penalties.

In addition to the other penalties provided herein, whosoever shall violate the provisions of the article shall be fined not to exceed one hundred dollars (\$100.00) and shall be imprisoned for not more than thirty (30) days, or both.

DIVISION 15 TOBACCO AND TOBACCO PRODUCTS

Sec. 15-3. - Application for license; term of license; license fee.

(e) There is hereby imposed an initial license fee of twenty-five dollars (\$25.00) for the issuance of a license to sell tobacco products.

Sec. 15-7. - Renewal of permits.

- (1) *Renewal Application Timely Filed:* The application for renewal shall be accompanied by a renewal fee of ten dollars (\$10.00).
- (2) *Untimely Filed Renewal Application:* If a licensee fails to file a renewal application and pay the renewal fee timely, there shall be added to the fee a delinquency penalty of three dollars (\$3.00) if the failure is for not more than thirty (30) days, with an additional three dollars (\$3.00) for each additional thirty (30) days or fraction thereof during which the failure continues.

DIVISION 16 VEHICLES FOR HIRE

Sec. 16.5. - Fee for permit.

The fee to be paid the town for issuance of a permit hereunder is hereby fixed at the sum of ten dollars (\$10.00).

DIVISION 17 WATERS AND SEWERS

Sec. 17-12. - Deposits for water meters prescribed.

The following deposits for water meters shall be paid before water service is furnished to a customer:

Rate No. 1		Rate Nos. 2, 3 & 4	
By owner of a residence	\$50.00	Business operated by owner of structure	\$80.00
By tenant of a residence	\$75.00	Business operated by tenant of structure	\$125.00

Sec. 17-13. - Charge for turning on water.

After the first turning on of the water to any consumer, a charge of twenty-five dollars (\$25.00) shall be paid in advance for any turning on of water thereafter, in addition to all charges, no matter from what cause cut off, except that no charge shall be made after cutting off for repairs or extensions.

Sec. 17-14. - Monthly water service charges; collection of overdue charges.

Gallons	Residential	Commercial
First 3000 gallons	\$10.00	\$19.00
Next 16,000 gallons	\$1.10 per 1000 gallons	\$1.10 per 1000 gallons
Next 30,000 gallons	\$1.30 per 1000 gallons	\$1.30 per 1000 gallons
All over 50,000 gallons	\$1.50 per 1000 gallons	\$1.50 per 1000 gallons

A late fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected.

Sec. 17-15. - Monthly municipal sewer system charges; calculation and levy thereof; collection of overdue charges.

	Existing Sewer Users	New Sewer Customers	Overdue Charges
Residential Customers	\$12.00	\$12.00	\$25.00
Nonresidential Customers	\$20.00	\$20.00	\$25.00

Sec. 17-29. Special fees for citizens sixty-five years of age or older.

Fee	Price
Water Fee	\$5.00/month
Garbage & Trash Collection Fee	\$6.00/ month
Sewerage Fee	\$4.00/month
Any other designated special fee	50% of normally levied fee or \$1.00, whichever is greater

Customers who qualify for the special fees who are not connected to the municipal water system shall be levied and billed the aggregate total of other municipal services **not to exceed eight dollars (\$8.00) per month.**

DIVISION 19 PLANNING & DEVELOPMENT
(COMPREHENSIVE LAND USE REGULATION ORDINANCE)

CLURO 1.9.5. Penalty

Penalty for any violation of CLURO: Any person violating any provision of these regulations shall be guilty of a misdemeanor, and deemed a public nuisance and upon conviction shall be punished for each separate offense by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment, or as provided in Section 1.9 of the Code of Ordinances of the City of Mandeville, whichever is greater. Each day any violation of any provision of these regulations shall continue shall constitute a separate offense.

CLURO 4.3.1.4. Fees for Requests to Amend the Official Zoning Map.

Request	Amount
R-1, R-1X or R-2 Zoning	\$250.00 per acre or fraction thereof, up to a maximum of \$2000
All Other Zoning District	\$\$500.00per acre or fraction thereof, up to a total maximum of \$2,000.00
B-1, B-2, B-4, PM-1, PM-2, Planned	

CLURO 4.3.2.4. Application and Fee.

(j) *Application Fee for Special Use Permit:* Application fee of \$250.00 dollars per acre site or fraction thereof shall be submitted in conjunction with an application for a Special Use Permit.

CLURO 4.3.3.4 Application and Fee

7. Fees for Conditional Use and Planned Districts - \$500.00 per request

CLURO 4.3.4.2. Fees for Filing Appeals and Variance Requests.

Type of Fee	Cost
Appeal to the Zoning Commission Fee	100.00
Variance Request Fee	100.00

CLURO 4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.

Type of Fee	Cost
Application Fee	\$15.00
Renewal Fee	\$10.00

CLURO 5.1.9. Penalty for Failure to Obtain a Permit or Required Inspections and Reinspection of Failed

(2) Failure to Obtain an Approved Inspection Prior to Pouring of Slab/Footing

Number of Penalties	Penalty
1 st Offense	\$1000.00 and letter from LA Licensed Civil Engineer
2 nd Offense	\$2000.00 fine and letter from LA Licensed Civil Engineer
3 rd Offense	\$25000.00 fine and removal of the structural slab or footing

Reinspection Fees

Number of Reinspection	Fee / Penalty
1 st Reinspection	\$60.00
2 nd Reinspection	\$120.00
3 rd Reinspection	\$180.00

4 th Reinspection	\$240.00
5 th Reinspection	Citation and "stop work" order issued

CLURO 5.2.5.4. Sewer and Water Impact Fees.

Impact Type	Sewer Fee	Water Fee
Residential Impact Fee	\$900.00 per residential unit	\$1100.00 per residential unit
Non-Residential Impact Fee	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots

CLURO 5.2.5.5. Water and Sewer Connections Fees.

1. Water Connection Fees:

¾" tap	\$315.00
1" tap	\$420.00
1.5" tap	\$520.00
2" tap	\$650.00
Contractors deposit	\$100.00 (Maximum \$90.00 refundable based on use)
Water connection inspection fee	\$25.00

2. Sewer Connection Fees:

4" tap	\$300.00
6" tap	\$400.00
Sewer connection inspection fee	\$25.00

3. *Reduction of Fee:* The City may reduce the normal connection fee charged by the City from \$300.00 to \$125.00 for residences mentioned in section 17-79(a) of the City Code. Owner must bear the cost of extending the sewer line to connect to the City's clean-out at the property line.

CLURO 5.5. FEES FOR BUILDING PERMIT APPLICATIONS.

5.5.1 General Structure of Fees for Development Permits for Buildings	
If estimated construction cost is less than \$5,000.00	\$60.00 for each required inspection
Plan Review Fee for all Building Permits	10% of the building permit fee
5.5.2. Fees for Development Permits.	

Minimum Permit Fee	\$50.00
Single, 2-family, and townhome dwellings	multiply the under-beam square footage of the construction by thirty (\$0.30) cents
Commercial, multi-family, and combined use structures	multiply the under-beam square footage of the construction by thirty-five (\$0.35) cents
Demolition	\$100 plus \$500 streets bond
Moving Building	\$100 plus \$500 streets bond
5.5.3. Required Building Permit Fees for Minor Remodeling and Renovation.	
Minor Remodel/ Renovation requiring electrical wiring, plumbing or structural change	\$60.00 per required inspection
5.5.5. Required Fees for Tree and Shrub Removal Permits for Other Than R-1, R-1X and R-2 Districts.	
Landscape installations and tree and shrub removal	\$50.00
Minimum Permit Fee	\$50.00
5.5.6. Required Fee for Clearing Permit.	
Clearing permit	\$50.00
Inspection of site clearing work	\$60.00
5.5.7 Required Fees for Single- and Two-Family Residential Accessory Use Permits.	
Accessory structure for single and two family residential use	\$50.00
Accessory structures such as, but not limited to pools, fences, or masonry walls; storage buildings and detached structures; fixed or movable marquees and awnings	\$50.00 per required inspection
5.5.8. Required Fees for Electrical, Mechanical, Plumbing, and Fuel Gas Permits and Inspections.	
Electrical, mechanical, plumbing, and fuel gas permits	\$60for inspection plus \$2.00 for each fixture, circuit, combustion producing device, device utilizing a chimney or duct, or any other separate fixture, fitting, or system requiring inspection.
5.5.9. Fees for Public Improvement Permits.	

Public Improvement Permit	\$60 for each required inspection plus a non-refundable plan review fee of ten percent of the total value of construction
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CLURO 5.8.1.5. Fees and Renewal.

Contractor	Initial Fee	Renewal Fee
General	\$250.00	\$50.00
Sign Erector	150.00	50.00
Electrical	50.00	20.00
Mechanical	50.00	20.00
Plumbing	50.00	20.00
Roofing	50.00	20.00
Landscaping/Tree Removal	50.00	20.00
Other Trade Subcontractor	50.00	20.00
Self Contractor	50.00	20.00
Sign Contractor	150.00	50.00

CLURO 8.2.3.5. Lodging (Transient)—Short-Term Rentals.

(8) Short Term Rental Permit Fees

Type of Short Term Rental	Initial Application Fee	Renewal Fee
Bed and Breakfast Residence	\$250.00	\$125.00
Bed and Breakfast Inn	\$450.00	\$225.00
Whole House Rental	\$700.00	\$350.00

CLURO 9.2.5.16. Violations.

Prohibited Act	Penalty
Removal of tree without or in violation of a permit.	\$500.00 per tree

CLURO 9.3.3. Optional Parking Mitigation Fee; Use of Funds.

Number of Parking Spaces	\$1,200 per space
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CLURO 10.8.4. Electrical Inspection Fees.

Type of Electrical Sign Inspection	Fee
Electrical Sign Inspection	\$60.00 per electrical sign
Electrical Sign Reinspection	\$60.00 per reinspection

CLURO 10.9.9. Required Fees for Sign Permits.

Sign Type	Plan Review Fee		Up to 32 SF	Each SF in excess of 32 SF	Reinspection Fee	Initial Permit Fee	
Electrical Sign	\$25.00		\$25.00 per face	\$0.50 per SF	\$60.00		
Non-Electrical Sign	\$25.00		\$15.00 per face	\$0.50 per SF	\$60.00		
Temporary Sign	\$25.00		\$10.00 per face	\$0.50 per SF	\$460.00		
Street Banner Sign	\$25.00				\$60.00		
Billboard	\$25.00				\$60.00	\$100.00 per face	
Mural	\$25.00				\$60.00		

CLURO 12.4.1. [Subdivision application and associated fees.]

1. Low-Density Residential Subdivision (One- and Two-Family Homes).

Subdivision over 5 acres	\$5,000.00 + \$100.00 per lot.
Subdivisions less than 5 acres	\$250.00 per lot.
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

2. High-Density Residential and Non-Residential Subdivisions.

Subdivisions/Resubdivisions	\$0.05 per square foot of area.
Non-Residential Subdivisions/Resubdivisions	\$5,000.00 plus \$1,000.00 per acres or fraction thereof for every acre over 2.5 acres

3. Fees for Application of High-Density Residential and Non-Residential Subdivisions.

Application for tentative approval	20%
Application for preliminary approval	60%
Application for final approval	20%
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

4. Minor Subdivisions/Resubdivisions (No Utilities).

Application Fee	\$500.00
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DIVISION 20 MAYOR'S COURT

(1) Fines:

VIOLATION	FINE
SPEEDING 1-10	200.00
SPEEDING 11-15	215.00
SPEEDING 16-20	225.00
SPEEDING 21-30	240.00
SPEEDING 31-OVER	275.00
SPEEDING SCHOOL ZONE 1-0	250.00
SPEEDING SCHOOL ZONE 11-15	275.00
SPEEDING SCHOOL ZONE 16+	300.00
PASSING SCHOOL BUS	425.00
SEAT BELT	50.00
CHILD RESTRAINT 1ST OFFENSE	150.00
SMOKING IN VEHICLE WITH CHILD	250.00
DRIVING UNDER SUSPENSION	275.00
EXCESSIVE ACCELERATION	225.00
DRAG RACING	260.00
TEXTING WHILE DRIVING 1ST OFFENSE	250.00
TEXTING WHILE DRIVING 2ND OFFENSE	500.00
RECKLESS OPERATION	275.00
CARELESS OPERATION	225.00
FAILURE TO STOP	200.00
FAILURE TO YIELD	200.00
HIT AND RUN	275.00
FAILURE TO DIM HEADLIGHTS	175.00
FOLLOWING TO CLOSE	225.00
IMPROPER BACKING	225.00
NO TRUCK ROUTE 32:262	175.00
AVOID LIGHT/INTERSECTION THRU PROP	175.00
OFF-ROAD VEHICLE	175.00
CROSSING FIRE HOSE	175.00
HANDICAPPED PARKING	300.00
FAILURE TO REPORT ACCIDENT	200.00
IMPEDING TRAFFIC	175.00
NO U-TURN	200.00

CROSSING BARRICADE	150.00
OBSTRUCTION OF ROADWAY	175.00
IMPROPER LANE USAGE	175.00
PASSING ON SHOULDER	200.00
OPEN CONTAINER	275.00
NO DRIVERS LICENSE ON PERSON	175.00
EXPIRED DRIVERS LICENSE	175.00
NO DRIVERS LICENSE	225.00
NO PROOF OF INSURANCE	175.00
NO INSURANCE	225.00
SWITCHED LICENSE PLATE	225.00
EXPIRED LICENSE PLATE	175.00
FAILURE TO CHANGE ADDRESS	175.00
IMPROPER PARKING	150.00
NO MVI	175.00
NO REGISTRATION	225.00
NOISE ORDINANCE	225.00
IMPROPER TURN	200.00
RED LIGHT	200.00
HANDS FREE SCHOOL ZONE	250.00
HEADLIGHTS WHEN REQUIRED	75.00
PROPER EQUIPMENT	175.00
MODIFIED/LOUD EXHAUST	175.00
NO LICENSE PLATE	200.00
EXPIRED MVI	175.00
CONTEMPT	300.00

(2) Fees & Costs

Court Costs	\$30.00 per offense
Filing Fee	\$1.00 per page, not to exceed \$30.00
Witness Fee, Service of Process, and Cost for Mileage	\$50.00 per day, not to exceed \$150.00 per day

City of Mandeville Fine Comparison

Suggested
Mandatory
Court

VIOLATION	MANDEVILLE	SUIDELL	22ND	MADISONVILLE	PEARL RIVER	COVINGTON	ABITA SPRINGS	AVERAGE FINE	Proposed Amount	Fine amount Mandeville	Court Fees Mandeville
SPEEDING 1-10	138.50	272.50	206.00	187.00	205.00	180.00	153.00	200.58	200.00	74.00	64.50
SPEEDING 11-15	163.50	272.50	226.00	209.00	225.00	190.00	173.00	215.92	215.00	99.00	64.50
SPEEDING 16-20	188.50	297.50	226.00	224.00	225.00	220.00	173.00	227.58	225.00	124.00	64.50
SPEEDING 21-30	213.50	COURT	251.00	250.00	250.00	240.00	198.00	237.80	240.00	149.00	64.50
SPEEDING 31-OVER	233.50	COURT	COURT	COURT	275.00	260.00	223.00	252.67	275.00	224.00	9.50
SPEEDING SCHOOL ZONE 1-0	138.50	COURT	COURT	255.00	275.00	240.00	298.00	267.00	250.00	74.00	64.50
SPEEDING SCHOOL ZONE 11-15	163.50	COURT	COURT	300.00	350.00	240.00	298.00	297.00	275.00	99.00	64.50
SPEEDING SCHOOL ZONE 16+	188.50	COURT	COURT	350.00	350.00	240.00	298.00	309.50	300.00	124.00	64.50
PASSING SCHOOL BUS	199.00	COURT	COURT	409.00	500.00	240.00	588.00	434.25	425.00	150.00	49.00
SEAT BELT	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	89.50	
CHILD RESTRAINT 1ST OFFENSE	100.50	242.50	COURT	186.00	220.00		168.00	204.13	150.00	140.00	
SMOKING IN VEHICLE WITH CHILD	259.50	342.50		178.00	150.00			223.50	250.00	200.00	59.50
DRIVING UNDER SUSPENSION	199.50	COURT	COURT	298.00	320.00	240.00	268.00	281.50	275.00	140.00	59.50
EXCESSIVE ACCELERATION	178.00	372.50	221.00	237.00	345.00	195.00	168.00	238.70	225.00	118.50	59.50
DRAG RACING	183.50	COURT	COURT	237.00	380.00	195.00	293.00	267.50	260.00	118.50	65.00
TEXTING WHILE DRIVING 1ST OFFENSE	599.50	292.50			175.00			282.50	250.00	540.00	59.50
TEXTING WHILE DRIVING 2ND OFFENSE	259.50	442.50		500.00				471.25	500.00	40.00	-40.00
RECKLESS OPERATION	210.50	COURT	COURT	291.00		240.00	385.50	305.50	275.00	173.00	37.50
CARELESS OPERATION	183.50	292.50	221.00	291.00	250.00	210.00	168.00	238.75	225.00	124.00	59.50
FAILURE TO STOP	154.00	237.50	221.00	162.00	220.00	195.00	168.00	200.58	200.00	94.50	59.50
FAILURE TO YIELD	154.00	292.50	221.00	204.00	220.00	195.00	168.00	216.75	200.00	94.50	59.50
HIT AND RUN	210.50	COURT	COURT	300.00		290.00	380.50	323.50	275.00	143.50	67.00
FAILURE TO DIM HEADLIGHTS	183.50	252.50	221.00	203.00	220.00	195.00	168.00	209.92	175.00	118.50	65.00
FOLLOWING TO CLOSE	183.50	292.50	271.00	203.00	220.00	195.00	168.00	233.25	225.00	124.00	59.50
IMPROPER BACKING	183.50	252.50	221.00	203.00	220.00	195.00	168.00	209.92	225.00	118.50	65.00
NO TRUCK ROUTE 32-262	183.50	267.50		203.00		175.00	168.00	203.38	175.00	118.50	65.00
AVOID LIGHT/INTERSECTION THRU PROP	183.50	242.50		203.00	220.00	195.00	168.00	205.70	175.00	118.50	65.00
OFF-ROAD VEHICLE	183.50	252.50	271.00	203.00	270.00		218.00	242.90	175.00	118.50	65.00
CROSSING FIRE HOSE	183.50			203.00	220.00			211.50	175.00	118.50	65.00
HANDICAPPED PARKING	407.00		456.00	203.00	250.00	250.00	393.00	310.40	300.00	315.00	92.00
FAILURE TO REPORT ACCIDENT	214.50	292.50	221.00	203.00	220.00	195.00	168.00	216.58	200.00	149.50	65.00
IMPEDING TRAFFIC	177.50	252.50	221.00	203.00	220.00	195.00	168.00	209.92	175.00	113.00	64.50
NO U-TURN	178.00	252.50		203.00		195.00	168.00	216.83	200.00	118.50	59.50
CROSSING BARRICADE	209.50			203.00		195.00	240.50	212.83	150.00	150.00	59.50
OBSTRUCTION OF ROADWAY	215.50			203.00	220.00	195.00	168.00	196.50	175.00	148.50	67.00
IMPROPER LANE USAGE	183.50	252.50	221.00	203.00	220.00	195.00	168.00	209.92	175.00	118.50	65.00
PASSING ON SHOULDER	183.50	252.50		203.00	220.00	195.00	168.00	207.70	200.00	118.50	65.00
OPEN CONTAINER	183.50	280.50		203.00		195.00	500.00	327.83	275.00	118.50	65.00
NO DRIVERS LICENSE ON PERSON	128.50	252.50	186.00	188.00	185.00	195.00	143.00	191.58	175.00	79.00	49.50
EXPIRED DRIVERS LICENSE	183.50	252.50	211.00	188.00	210.00	195.00	168.00	204.08	175.00	79.00	49.50
NO DRIVERS LICENSE	183.50	322.50	221.00	195.00	220.00	195.00	168.00	220.25	225.00	79.00	104.50
NO PROOF OF INSURANCE	183.50	367.50	221.00	200.00	220.00	195.00	148.00	225.25	175.00	118.50	65.00
NO INSURANCE	183.50	COURT	221.00	292.00	350.00	195.00	148.00	241.20	225.00	118.50	65.00
SWITCHED LICENSE PLATE	183.50	292.50	271.00	232.00	270.00	195.00	168.00	246.42	225.00	118.50	65.00
EXPIRED LICENSE PLATE	183.50	252.50	221.00	203.00	220.00	195.00	168.00	209.92	175.00	118.50	65.00
FAILURE TO CHANGE ADDRESS	183.50	252.50	221.00	203.00	220.00	195.00	143.00	205.75	175.00	118.50	65.00

City of Mandeville Fine Comparison

VIOLATION	MANDEVILLE	SLIDELL	22ND	MADISONVILLE	PEARL RIVER	COVINGTON	ABITA SPRINGS	AVERAGE FINE	Proposed Amount	Fine amount Mandeville	Court Fees Mandeville	Suggested Mandatory Court
IMPROPER PARKING	121.50	227.50	221.00	203.00	220.00	195.00	168.00	205.75	150.00	14.50	107.00	
NO MVI	128.50			203.00	220.00	180.00	153.00	189.00	175.00	79.00	49.50	
NO REGISTRATION	183.50	257.50	221.00	203.00	220.00	195.00	168.00	209.92	225.00	118.50	65.00	
NOISE ORDINANCE	216.00						500.00	500.00	225.00	148.50	67.50	
IMPROPER TURN	183.50	237.50	221.00		220.00	195.00	168.00	208.30	200.00	118.50	65.00	
RED LIGHT	154.00	302.50	271.00	251.30	270.00	195.00	218.00	251.30	200.00	94.50	59.50	
HANDS FREE SCHOOL ZONE	172.50		COURT		500.00	195.00	178.00	291.00	250.00	103.50	69.00	
HEADLIGHTS WHEN REQUIRED	25.50				220.00	195.00	168.00	194.33	75.00	65.00		x
PROPER EQUIPMENT	183.50	252.50	221.00		220.00	195.00	168.00	211.30	175.00	118.50	65.00	
MODIFIED/LOUD EXHAUST	183.50	252.50	221.00		220.00	195.00	168.00	211.30	175.00	118.50	65.00	
NO LICENSE PLATE	183.50	252.50	221.00		220.00	195.00	168.00	211.30	200.00	118.50	65.00	
EXPIRED MVI	128.50				195.00	180.00	153.00	176.00	175.00	79.00	49.50	

\$40 court fee needs to be reduced to \$30

2023

MEETING DATES OF THE
MANDEVILLE CITY COUNCIL

MANDEVILLE CITY HALL
3101 East Causeway Approach, Mandeville
6:00 P.M.

January 12, 2023
January 26, 2023
February 9, 2023
February 23, 2023
March 9, 2023
March 23, 2023
April 13, 2023
April 27, 2023
May 11, 2023
May 25, 2023
June 8, 2023
June 22, 2023
July 13, 2023
July 27, 2023
August 10, 2023
August 24, 2023
September 14, 2023
September 28, 2023
October 12, 2023
October 26, 2023
November 16, 2023
December 14, 2023



INTEROFFICE MEMO

TO: Kristine Scherer
Kathleen Sides

FROM: Alia Casborné

DATE: December 2, 2022

SUBJECT: Special Events Application Recommendations

Please find below the Special Events Applications received and recommended for Council approval by the Mayor.

Mande Milkshakers – King’s Day Parade

Applicant: Tina Rhinehart

Date/Time: Saturday, January 7, 2023 – 2:00 p.m.

Rain Date: Sunday, January 8, 2023 - 2:00 p.m.

Location: Lakeshore Drive (Girod Street to Lafitte to the Trailhead)

Approval Requests:

- Police Detail for Parade
- City Permit requested to apply for ATC Special Liquor Permit (Trailhead)

Contingencies:

- ATC special event liquor permit approval
- Certificate of Insurance naming the City of Mandeville additional insured.

OMBA/City of Mandeville – Krewe du Pooch Parade

Applicant: Patrick Haggerty

Date/Time: Saturday, February 25, 2023 – 12:00 p.m.

Rain Date: TBD

Location: Lakeshore Drive (Harbor to Coffee Street)

Approval Requests:

- Police Detail for Parade Waived
- Public Works Fee Waived
- City Permit requested to apply for ATC Special Liquor Permit

Contingencies:

- ATC special event liquor permit approval
- Certificate of Insurance naming the City of Mandeville additional insured.

Jazzin' on Jefferson (Jefferson Street Pop-up)

Applicant: Rikki Gallup

Date/Time: Thursdays (December 22, 29m January 5, 12, 19, & 26) – 5:00 pm. - 8:00 pm.

Rain Date: N/A

Location: 2000 Block of Jefferson Street

Approval Requests:

- Approval of pop-up food tents

Contingencies:

- Certificate of Insurance naming the City of Mandeville additional insured.

Our Lady of the Lake (OLL) – Stands for Life – Life Chain Event

Applicant: John Lodge

Date/Time: Saturday, January 21, 2023 – 1:00 p.m. – 2:00 p.m.

Rain Date: N/A

Location: Life Chain throughout Mandeville (see Map)

Approval Requests:

- Work with MPD to determine detail needs

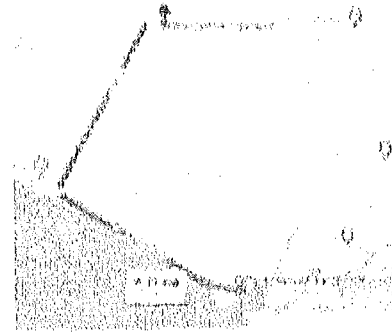
Contingencies:

- Route Approval
- Chain does not block highway or intersections
- Must stand behind the sidewalk as to not obstruct pedestrian use

Attachments

Mande King's Day Parade 2023
Special Event Request

Saturday, January 7, 2023
Parade 2pm
Festival 3-6pm



The Northshore's premier marching group and women's organization, the Mande Milkshakers, continue to shake things up in St. Tammany. The polkadot posse is looking to kick off the Mardi Gras season with a walking parade celebrating Kings Day, Saturday, January 7, 2023 at 2 pm on the Mandeville Lakefront. This 6th annual event will feature the Mande Milkshakers as they debut their new parade routines alongside other dance krewes and community marching bands against the backdrop of the picturesque oak lined lake landscape.

Then come shake a tailfeather with the Mandes at the Mandeville Trailhead for a family friendly parade after party featuring Louisiana Seafood and Abita Beer as well as plenty of music and entertainment!

Parade Route:

- Parade participants will line up on the Mandeville Lakefront at the Harbor on Jackson at 1pm.
- Beginning at 2 pm, the parade will proceed westward down
- the Mandeville Lakefront from the Harbor and turn north on Girod Street.
- Once on Girod street, the parade will proceed north, ending
- at the Mandeville Trailhead around 3 pm.

Parade Participants:

- Community members are invited to participate in the Mande King's Day parade in 4 categories.
- Walkers, bike riders, groups, golf carts, and vehicles.
- The parade participants are encouraged to dress up and decorate their vehicles with Carnival flair.
- Local school bands and groups will be invited to participate to encourage community support.

Parade After Party:

- The parade participants will gather at the Mandeville Trailhead for a parade after party open to the public.
- The free event will feature music, a performance by the Mande Milkshakers, food and refreshments.
- Mande Milkshaker donors will receive a wristband for Louisiana Seafood Pastalaya and Abita Beer.
- The After Party will last from 3-6pm.

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Our Lady of the Lake Knights of Columbus Council 9240
Name of Authorized Representative John Lodge ^{501 c 8} Non-Profit/Tax-Exempt # 72-1062954
Mailing Address 108 Blue Heron Dr.
City Mandeville State LA Zip 70471
Applicant Phone # 985 674-4266 Alt. Phone # 985 373-6895
E-Mail JW-TCLodge@att.net Application Fee Paid? YES NO

Name of Event: Mandeville Stands for Life - Life Chain Event
Date(s) of Event: Day Saturday Date 01/21/23 Time 1⁰⁰ to 2⁰⁰ PM Rain Dates(s) N/A
Event Location: Hwy 190 between St Ann Drive/Meadowbrook Blvd & Causeway Overpass
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: Life Chain
Description/Purpose of Event Raise Pro-Life awareness Estimated Attendance 100
(see attached)

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
2	Is the event open to the public?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
5	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input type="radio"/> Yes	<input checked="" type="radio"/> No
6	Will alcohol be consumed, distributed, or sold at this event?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
7	Will food be distributed, prepared or sold at this event?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
8	Will there be canopies or tents?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
9	Will there be vendor booths? Merchandise or product sales?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
10	Are you planning to have inflatable attractions, games or rides?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
11	Will there be bleachers, stages, fencing or other structures?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Please thoroughly read the details outlined in this application
and in the Special Events Guidelines.

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

12	Do you plan to provide portable toilets? * See Guidelines*	<input type="radio"/> Yes	<input checked="" type="radio"/> No
13	Will there be security staff?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
14	Are you planning to have amplified sound?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
15	Will you need access to power or water? (please circle)	<input type="radio"/> Yes	<input checked="" type="radio"/> No
16	Will there be any signs, banners, decorations, or special lighting? <i>Hand-held</i>	<input checked="" type="radio"/> Yes	<input type="radio"/> No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.
2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.
3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. Please indicate if you have obtained the required liability insurance for this event. If so, is a copy included with this application? ___YES ___ NO

****The insurance certificate must be delivered to the City Clerk at least thirty (30) days prior to the event.****

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions and with applicable laws and ordinances. The event organizer or other representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has completed this application. He/She has read the Special Events Application and Guidelines, and agrees to comply with the requirements and guidelines as stated under penalty of fines set forth by ordinance.

Signature *John W. Lodge*
Printed Name John W. Lodge
Organization Our Lady of the Lake Knights of Columbus Council 9240
Title of Office Life Director Date 11/15/2022

Any expenses required of the applicant must be paid in advance at least 15 days prior to the event.

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



www.cityofmandeville.com
Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

SPECIAL EVENTS DEPARTMENT USE ONLY

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

_____ Fee received Date _____

Certificate of Insurance? YES _____ NO _____

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

Mandeville "Stands for Life!" Life Chain - January 21, 2023

Mandeville - Life Chain Event

1:00 – 2:00 PM

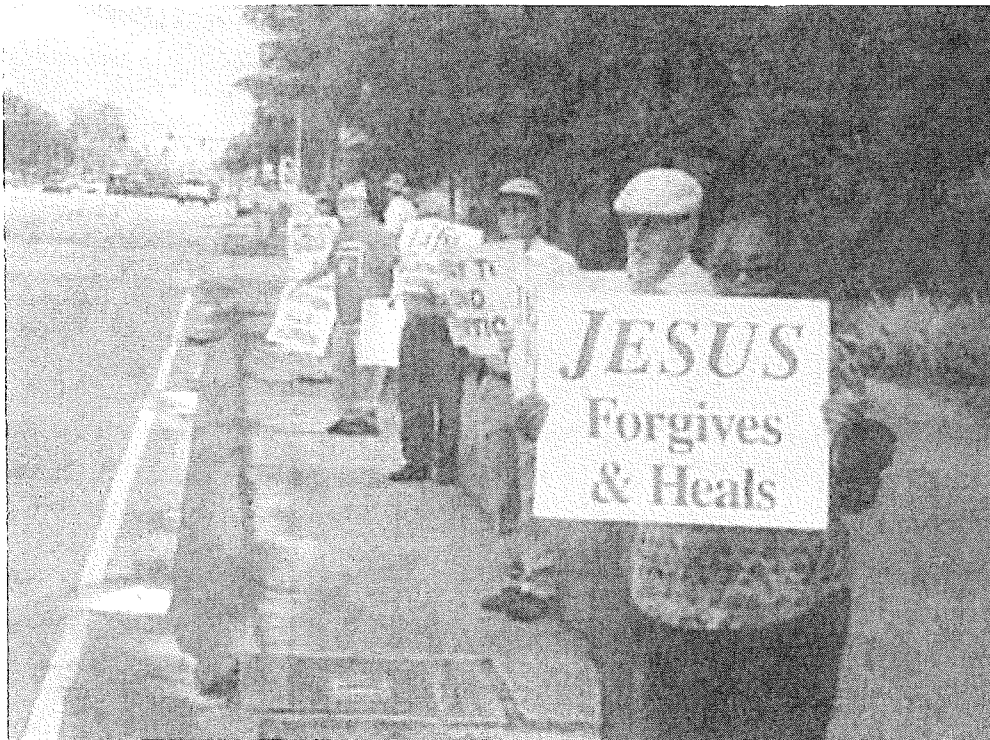
Location - Highway 190 between St. Ann Drive/Meadowbrook Blvd and Causeway/Hwy 190 Off-Ramp / N. Causeway On-Ramp (at the Causeway overpass) – see attached map. We will meet prior to the event, beginning at 12:30, to distribute pro-life signs at the following locations:

- Beside Chase Bank (KOC Council _____)
3500 US-190 W, Mandeville, LA 7047, Mandeville, LA.
- Next to El Paso Mexican Grill (KOC Council _____)
3410 U.S. Hwy 190, Mandeville, LA 70471
- Next to Bippo's Place for Smiles
2935 U.S. Hwy 190, Mandeville, LA 70471
- Between Starbucks & Party City
3601 & 3371 U.S. Hwy 190, Mandeville, LA 70471

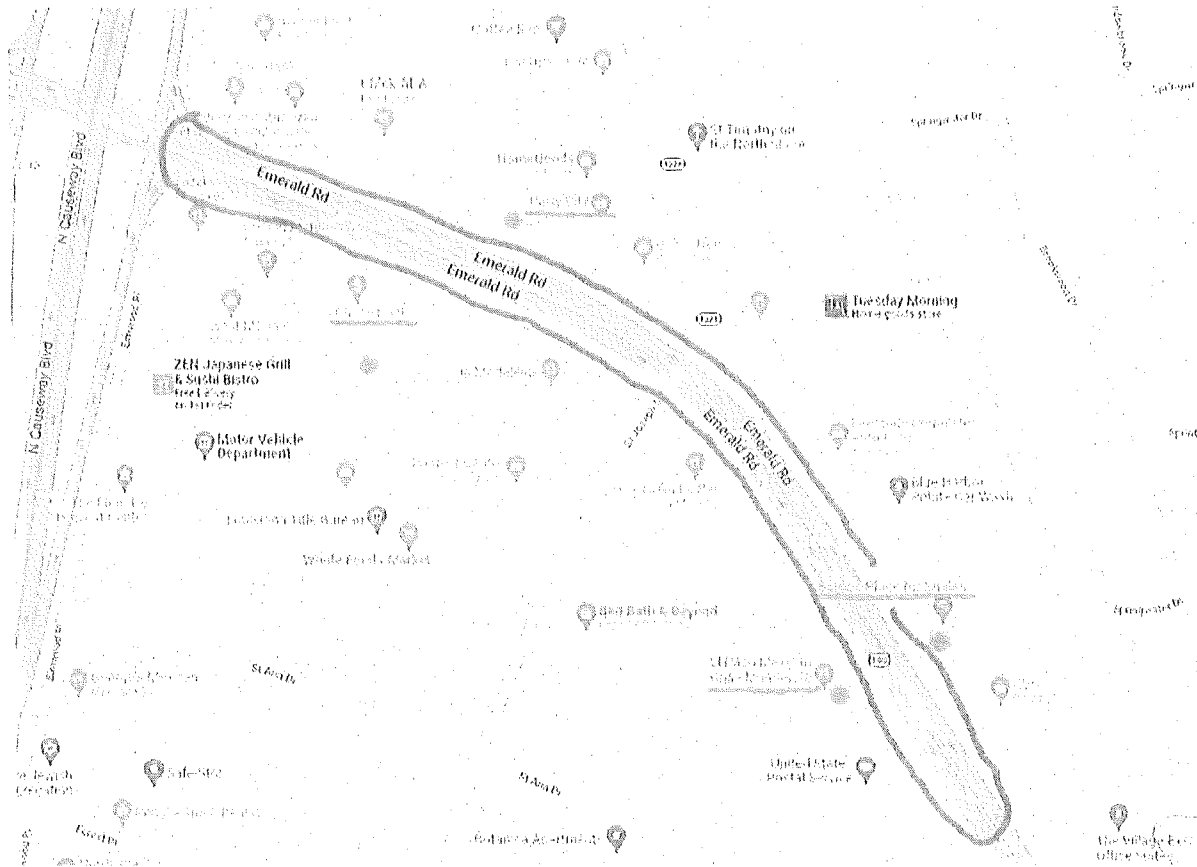
Note: These locations are marked as purple dots on the map below.

After the event, we will collect the signs at these same locations for reuse at future events.

Join Our Lady of the Lake Knights of Columbus (Council 9240) & Respect for Life Ministry as we stand for life along the roadside waving signs in the form of "life chains," serving as a witness for the unborn and their mothers to share our pro-life message with fellow citizens. We will be joining other communities across Louisiana who will be conducting "life marches" as well.

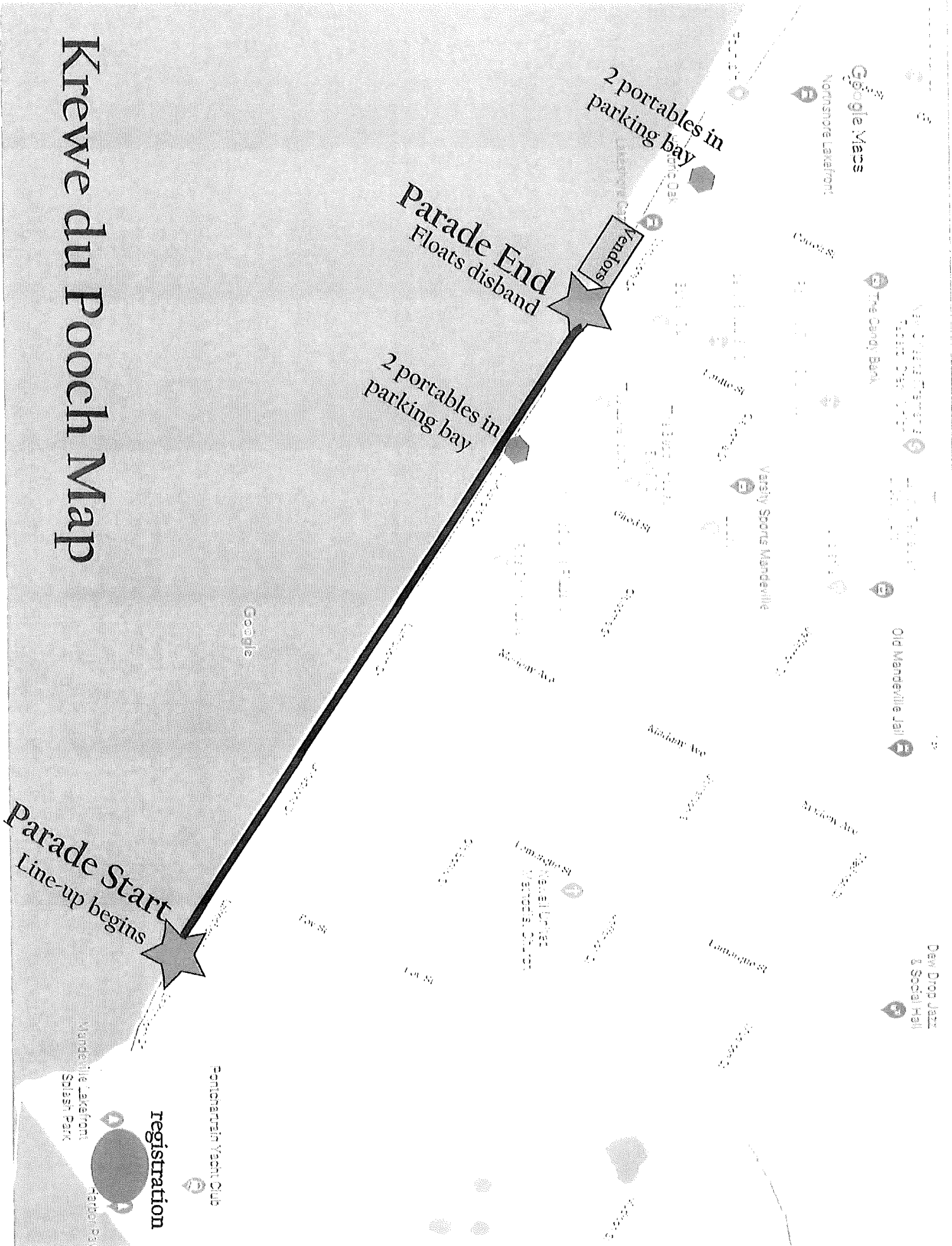


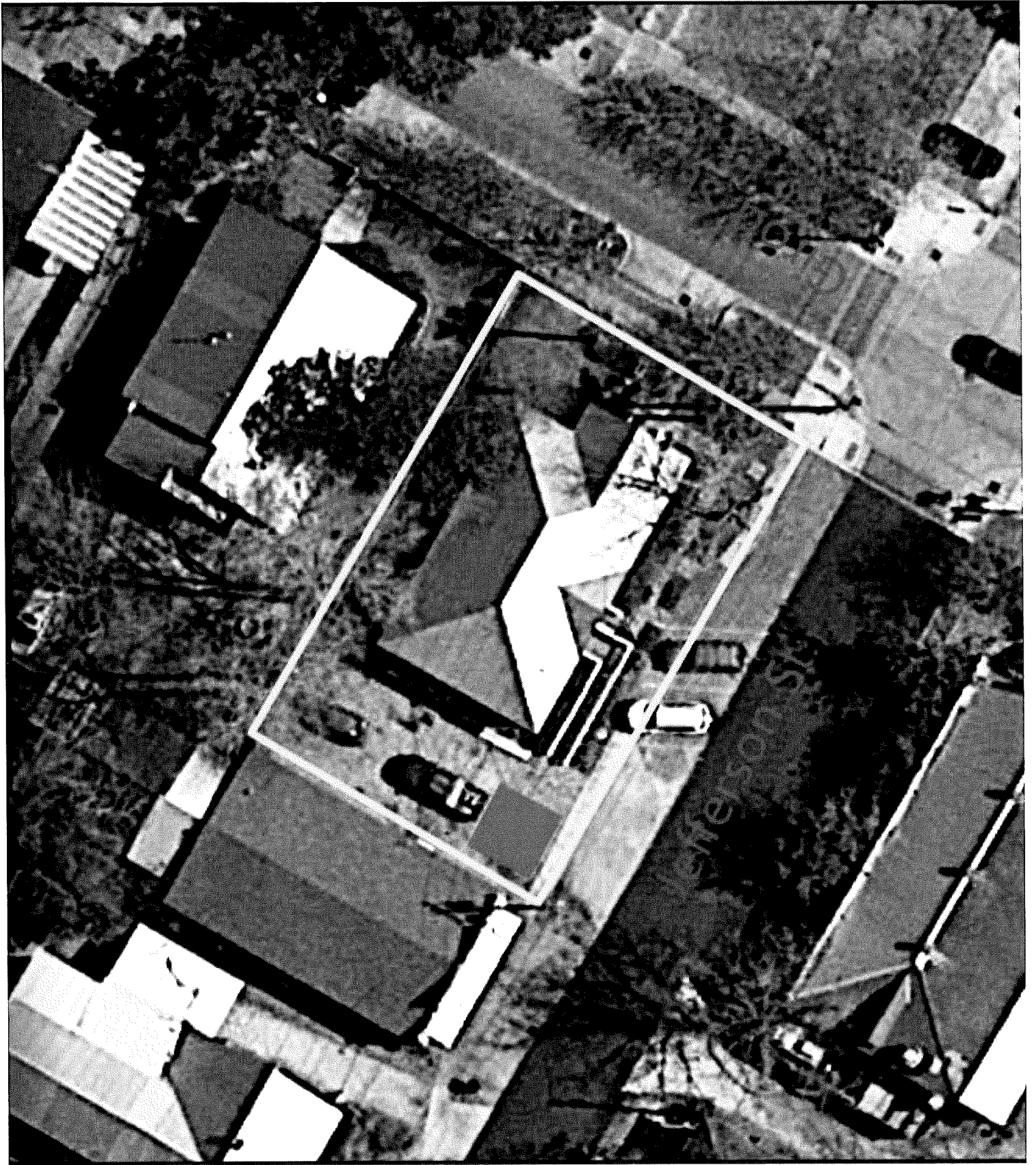
The City of Mandeville has requested that we not 1) block the highway or intersections and 2) stand behind the sidewalk as to not obstruct pedestrian use.



For more information contact John Lodge at JW-TCLODGE@att.net.

Krewe du Pooch Map





**SECTION 00650
CHANGE ORDER**

No. 2

Date of Issuance: 11/23/2022 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 2101A08
Contract: Lift Stations 35 and 38 Rehabilitation	Date of Contract: 4/07/2022
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 2101A08

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

This change order is for the addition of 60 calendar days to the existing contract for high lead time for pumps. Added 485' of 4" conduit (bid item) and 4 junction boxes for electric service from Cleco.

Attachments (list documents supporting change):

Labor to install junction boxes.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 897,322.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ N/A

Contract Price prior to this Change Order:

\$ 897,322.00

[Increase] [~~Decrease~~] of this Change Order:

\$ \$26,480

Contract Price incorporating this Change

\$ 923,802.00

Original Contract Times: Working Calendar days

Substantial completion (days or date): Oct. 22, 2022 (180)
Ready for final payment (days or date): Nov. 21, 2022 (210)

[Increase] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): 60
Ready for final payment (days): 60

Contract Times prior to this Change Order:

Substantial completion (days or date): Dec 21, 2022 (240)
Ready for final payment (days or date): Jan. 20, 2023 (270)

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 60
Ready for final payment (days or date): 60

Contract Times with all approved Change Orders:

Substantial completion (days or date): Feb. 19, 2023 (300)
Ready for final payment (days or date): March. 21, 2023 (330)

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Date: 11-28-22

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

ITEM SHEET COSTS DETAIL

PROJECT: 4179 - LIFT STATIONS 35 AND 38 REHABILITATION

All Units Are Based On Takeoff Quantity

Primary Item:

Item No. / Description	Bid Qty	Quantity U/M	Units/ Day	Days Rq.	Hrs/ Day	Man Hrs	MH/ Unit	Unit Cost	Total Cost
25-X Dig and Install Cleco Junction Boxes	4.000	4.000 ea	3.00	1.333	8.00	53.333	13.333	610.427	2,441.707

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001 Foreman		487.25				
LAB002 Pipe Layer		265.17				
LAB003 Skilled Laborer		232.75				
LAB004 General Laborer		205.65				
OPR001 Class A Operator		384.21				
EQUIP003 Small Bakhoe	338.67					
EQUIP008 Pick Up Truck	106.67					
EQUIP009 Small Tools	101.33					
TRIAXLHR Tri Axle by the Hour						320.00
Total Costs in Item: 25-X	546.67	1,575.04	0.00	0.00	0.00	320.00

Totals for Primary Item: 25-X	546.67	1,575.04	0.00	0.00	0.00	320.00
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	Days Rq.	Man Hrs	Total Cost
Total for Primary Item 25-X	1.333	53.333	2,441.707

Bid Data for Item: 25-X

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	4.00	805.00	3,220.00	2,441.71	778.29	
Take-off Qty:	4.00	804.26	3,220.00	2,441.71	778.29	0.00

**SECTION 00650
CHANGE ORDER**

No. 1

Date of Issuance: 11/23/2022 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 2101A07
Contract: Lift Stations 16 and 26 Rehabilitation	Date of Contract: 12/13/2021
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 2101A07

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Due to unforeseen ground water conditions, well point was necessary to get the lift station in the ground.
Balance of quantities for the project.

Attachments (list documents supporting change):

Well Point charges and balance of quantities sheet.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 767,695.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____

\$ N/A

Contract Price prior to this Change Order:

\$ 767,695.00

[Increase] [Decrease] of this Change Order:

\$ 37,512.00

Contract Price incorporating this Change

\$ 730,183.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): Dec. 1, 2022 (240)
Ready for final payment (days or date): Dec. 31, 2022 (270)

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

Substantial completion (days): N/A
Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A
Ready for final payment (days or date): N/A

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A
Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): Dec. 1, 2023 (240)
Ready for final payment (days or date): Dec. 31, 2023 (270)

RECOMMENDED:

By: E. P. Bani
Engineer (Authorized Signature)

Date: 11-28-22

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: _____

Date: _____

City of Mandeville

Project Name: S/Lift Stations 16 & 26 Rehabilitation

AIA Document G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - containing

Contractor's signed certification is attached.

In subdivisions below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for this item may apply.

AIA DOCUMENT G703

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1

APPLICATION NO:

PERIOD TO:

PROJECT NO:

PO#

11/27/2022

2101A07

ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITY	UNIT MEASURE	UNIT PRICE	PREVIOUS QUANTITY USED	QUANTITY THIS PERIOD	QUANTITY TO DATE	QUANTITY TO FINISH	SCHEDULED VALUE	D		E	F	G	H	I
										PREVIOUS VALUE (D+E)	WORK COMPLETED THIS PERIOD VALUE (D+E)					
1	Mobilization	1	EA	\$34,000.00	0.750	0.250	1.000	0.000	\$34,000.00	\$25,500.00	\$8,500.00	\$0.00	\$0.00	100.00%		\$1,700.00
2	Site Condition Video Survey	1	EA	\$3,000.00	1.000	0.000	1.000	0.000	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$150.00
3	Subsurface Utility Exploration and Report	1	EA	\$3,000.00	1.000	0.000	1.000	0.000	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$150.00
4	Traffic Control	1	EA	\$8,000.00	0.750	0.250	1.000	0.000	\$8,000.00	\$6,000.00	\$2,000.00	\$0.00	\$0.00	100.00%		\$400.00
5	Removal of Concrete Walks and Drives	40	SY	\$20.00	0.000	30.000	30.000	10.000	\$800.00	\$0.00	\$800.00	\$0.00	\$0.00	75.00%	\$200.00	\$30.00
6	PCC Driveways (6" Thick)	40	SY	\$140.00	0.000	40.000	40.000	0.000	\$5,600.00	\$0.00	\$5,600.00	\$0.00	\$0.00	100.00%		\$280.00
7	PCC Sidewalks (4" Thick)	40	SY	\$85.00	0.000	33.000	33.000	7.000	\$3,400.00	\$0.00	\$2,805.00	\$0.00	\$0.00	82.50%	\$695.00	\$140.25
8	Removal of Drain Pipe (All Diameters)	40	LF	\$35.00	24.000	0.000	24.000	16.000	\$1,400.00	\$840.00	\$0.00	\$0.00	\$0.00	60.00%	\$560.00	\$42.00
9	Drain Pipe (30" Dia RCP)	20	LF	\$149.00	20.000	0.000	20.000	0.000	\$2,980.00	\$2,980.00	\$0.00	\$0.00	\$0.00	100.00%		\$149.00
10	Te Inlet	1	EA	\$1,430.00	0.000	0.000	0.000	1.000	\$1,430.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,430.00	\$0.00
11	Gravity Sewer Pipe (12" Dia PVC, SDR26)	30	LF	\$450.00	10.000	0.000	10.000	0.000	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	100.00%		\$225.00
12	Removal of Water Pipe (All Diameters)	30	LF	\$40.00	30.000	0.000	30.000	0.000	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	100.00%		\$60.00
13	Cap Existing Water Pipe	4	EA	\$1,600.00	2.000	0.000	2.000	0.000	\$6,400.00	\$3,200.00	\$0.00	\$0.00	\$0.00	50.00%	\$3,200.00	\$160.00
14	Relocate Existing Fire Hydrant Assembly	1	EA	\$3,600.00	0.000	0.000	0.000	1.000	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,600.00	\$0.00
15	Water Pipe (6" Dia C-900 PVC, Blue)	15	LF	\$105.00	0.000	0.000	0.000	15.000	\$1,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,575.00	\$0.00
16	Water Pipe (8" Dia C-900 PVC, Blue)	50	LF	\$115.00	30.000	0.000	30.000	20.000	\$5,750.00	\$3,450.00	\$0.00	\$0.00	\$0.00	60.00%	\$2,300.00	\$172.50
17	Insert Valve (8")	2	EA	\$12,400.00	0.000	0.000	0.000	2.000	\$24,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,800.00	\$0.00
18	Tapping Sleeve and Valve (8" x 8" Dia, Hot Tap)	2	EA	\$4,600.00	0.000	0.000	0.000	2.000	\$9,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,200.00	\$0.00
19	Gate Valve (8")	1	EA	\$1,800.00	0.000	0.000	0.000	1.000	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,800.00	\$0.00
20	Sanitary Force Main (4" Dia C-900 PVC, Green)	15	LF	\$100.00	10.000	0.000	10.000	5.000	\$1,500.00	\$1,000.00	\$0.00	\$0.00	\$0.00	66.67%	\$500.00	\$50.00
21	Sanitary Force Main (6" Dia C-900 PVC, Green)	16	LF	\$110.00	0.000	0.000	0.000	16.000	\$1,760.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,760.00	\$0.00
22	Ductile Iron Fittings for Buried Pipe	2,000	LBS	\$7.00	714.000	0.000	714.000	1,286.000	\$4,998.00	\$4,998.00	\$0.00	\$0.00	\$0.00	35.70%	\$9,002.00	\$249.90
23	Site Restoration	1	LS	\$8,000.00	0.000	1.000	1.000	0.000	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$0.00	100.00%		\$400.00
24	LS 16 Rehabilitation - \$260,000.00	1	LS	\$0.00	0.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DNV/01	\$0.00	
	General Conditions (to include mobilization)	1	LS	\$6,000.00	1.000	0.000	1.000	0.000	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$300.00
	Demolition	1	LS	\$5,000.00	1.000	0.000	1.000	0.000	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$250.00
	Bypass Pumping	1	LS	\$ 4,750.00	1.000	0.000	1.000	0.000	\$4,750.00	\$4,750.00	\$0.00	\$0.00	\$0.00	100.00%		\$537.50
	Setting New Valve Pit	1	LS	\$8,875.00	1.000	0.000	1.000	0.000	\$8,875.00	\$8,875.00	\$0.00	\$0.00	\$0.00	100.00%		\$443.75
	Coatings	1	LS	\$35,000.00	1.000	0.000	1.000	0.000	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$1,750.00
	Mechanical Equipment	1	LS	\$36,125.00	1.000	0.000	1.000	0.000	\$36,125.00	\$36,125.00	\$0.00	\$0.00	\$0.00	100.00%		\$1,806.25
	Piping	1	LS	\$94,000.00	1.000	0.000	1.000	0.000	\$94,000.00	\$94,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$4,700.00
	Electrical Equipment	1	LS	\$3,500.00	1.000	0.000	1.000	0.000	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$0.00	100.00%		\$175.00
	Electrical Work	1	LS	\$17,500.00	1.000	0.000	1.000	0.000	\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$0.00	100.00%		\$875.00
	Site Restoration	1	LS	\$3,000.00	1.000	0.000	1.000	0.000	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$150.00
	Submission of Recorded Documents	1	LS	\$1,500.00	0.000	1.000	1.000	0.000	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	100.00%		\$75.00
25	LS 26 Rehabilitation - \$360,000.00	1	LS	\$0.00	0.000	0.000	0.000	0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DNV/01	\$0.00	
	General Conditions (to include mobilization)	1	LS	\$8,000.00	1.000	0.000	1.000	0.000	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	100.00%		\$400.00

AIA DOCUMENT G703

PAGE 05 OF 02 PAGES

Project Name: **SI Lift Stations 16 & 26 Rehabilitation**

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 11/17/2022
PERIOD TO: 2101A07
PROJECT NO: PO#

A ITEM NO.	B DESCRIPTION OF WORK	C PLAN QUANTITY	D UNIT OF MEASURE	E UNIT PRICE	F PREVIOUS QUANTITY USED	G QUANTITY USED THIS PERIOD	H QUANTITY USED TO DATE	I QUANTITY BALANCE TO FINISH	J SCHEDULED VALUE	K PREVIOUS VALUE (D+E)	L THIS APP VALUE	M MATERIALS PRESENTLY STORED (NOT IN DOR E)	N TOTAL COMPLETED AND STORED TO DATE (D+E+F)	O % (G + C)	P BALANCE TO FINISH (G - C)	Q RETAINAGE (IF VARIABLE RATE) 5%
	Demolition	1	LS	\$12,000.00	0.000	1.000	1.000	0.000	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	100.00%		\$600.00
	Bypass Pumping	1	LS	\$9,500.00	0.500	0.500	0.000	0.000	\$9,500.00	\$4,750.00	\$4,750.00	\$0.00	\$9,500.00	100.00%		\$475.00
	Install Wet Well & Valve Pit	1	LS	\$102,700.00	1.000	0.000	1.000	0.000	\$102,700.00	\$102,700.00	\$0.00	\$0.00	\$102,700.00	100.00%		\$5,135.00
	Paving	1	LS	\$12,600.00	0.000	1.000	1.000	0.000	\$12,600.00	\$0.00	\$12,600.00	\$0.00	\$12,600.00	100.00%		\$650.00
	Coatings	1	LS	\$38,000.00	0.650	0.350	1.000	0.000	\$38,000.00	\$24,700.00	\$13,300.00	\$0.00	\$38,000.00	100.00%		\$1,900.00
	Mechanical Equipment	1	LS	\$32,000.00	1.000	0.000	1.000	0.000	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100.00%		\$1,600.00
	Piping	1	LS	\$26,700.00	1.000	0.000	1.000	0.000	\$26,700.00	\$26,700.00	\$0.00	\$0.00	\$26,700.00	100.00%		\$1,335.00
	Electrical Equipment	1	LS	\$94,000.00	1.000	0.000	1.000	0.000	\$94,000.00	\$94,000.00	\$0.00	\$0.00	\$94,000.00	100.00%		\$4,700.00
	Electrical Work	1	LS	\$17,000.00	1.000	0.000	1.000	0.000	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%		\$850.00
	Site Restoration	1	LS	\$6,000.00	0.000	1.000	1.000	0.000	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	100.00%		\$300.00
	Submission of Recorded Documents	1	LS	\$1,500.00	0.000	1.000	1.000	0.000	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%		\$75.00
26	Well Point	0	LS	\$19,010.00	0.000	1.000	1.000	-1.000	\$0.00	\$0.00	\$19,010.00	\$0.00	\$19,010.00	#DIV/0!	(\$19,010.00)	\$950.50
27	Exploratory Excavation for water line	0	LS	\$1,000.00	0.000	4.000	4.000	-4.000	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	#DIV/0!	(\$4,000.00)	\$200.00
	GRAND TOTALS								\$767,695.00	\$628,018.00	\$102,165.00	\$0.00	\$730,183.00	95.11%	\$37,512.00	\$36,509.15



Proposal

From: Subterranean Construction, L.L.C.
P.O. Box 588
Mandeville, LA 70470 USA

Project: LIFT STATION 26 WELL POINTS
Description: Install Well Points for Lift Station 26

ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
WP001 Install Well Point System	1.000 ea	\$7,360.00	\$7,360.00
WP002 Maintain and Run Well point System	1.000 ls	\$7,150.00	\$7,150.00
WP003 Remove Well Point System	1.000 ls	\$3,160.00	\$3,160.00
WP004 Mobe In/Out	1.000 ls	\$1,340.00	\$1,340.00
TOTAL BID:			\$19,010.00

Project Comments

Signature: _____

A handwritten signature in black ink, appearing to read 'E. Conravey', is written over a horizontal line.

Evan T. Conravey - Member

Cost Summary Breakdown By Bid Item

Project: LIFT STATION 26 WELL POINTS

Description: Install Well Points for Lift Station 26

Bid Date:

Revised:

Location: Mandeville

Contract #:

NOTE: All Costs are calculated based on Takeoff Quantity.

Bid Item: WP001

Equipment

Typ Code	Description	Quantity	U/M	Base Rate	Cost	Fuel	Repairs	Insurance	Other	Sls Tax	Total
E BH0349E	Caterpillar 349E rental excavator	1.00	Days	680.00	\$680.00	\$210.00	\$0.00	\$0.00	\$0.00	\$0.00	\$890.00
E EQUIP005	Puddle Jumper	1.00	Days	120.00	\$120.00	\$70.00	\$5.00	\$3.00	\$0.00	\$0.00	\$198.00
E EQUIP008	Pick Up Truck	1.00	Days	40.00	\$40.00	\$30.00	\$5.00	\$5.00	\$0.00	\$0.00	\$80.00
E EQUIP009	Small Tools	1.00	Days	50.00	\$50.00	\$20.00	\$5.00	\$1.00	\$0.00	\$0.00	\$76.00
TOTAL - Equipment:					4.00	\$890.00	\$330.00	\$15.00	\$9.00	\$0.00	\$1,244.00

Labor

Typ Code	Description	Quantity	U/M	Wages	Taxes	Wrk Comp	Gen Liab	Other-1	Other-2	Benefits	Total
L LAB001	Foreman	1.00	Days	\$272.00	\$29.92	\$16.32	\$16.32	\$10.88	\$0.00	\$20.00	\$365.44
L LAB002	Pipe Layer	1.00	Days	\$144.00	\$15.84	\$8.64	\$8.64	\$5.76	\$0.00	\$16.00	\$198.88
L LAB003	Skilled Laborer	1.00	Days	\$128.00	\$14.08	\$7.68	\$7.68	\$5.12	\$0.00	\$12.00	\$174.56
L LAB004	General Laborer	2.00	Days	\$224.00	\$24.64	\$13.44	\$13.44	\$8.96	\$0.00	\$24.00	\$308.48
L OPR001	Class A Operator	1.00	Days	\$208.00	\$22.88	\$12.48	\$12.48	\$8.32	\$0.00	\$24.00	\$288.16
L OPR002	Class B Operator	1.00	Days	\$176.00	\$19.36	\$10.56	\$10.56	\$7.04	\$0.00	\$16.00	\$239.52
L SUP001	Superintendent	1.00	Days	\$336.00	\$36.96	\$20.16	\$20.16	\$13.44	\$0.00	\$24.00	\$450.72
TOTAL - Labor:					8.00	\$1,488.00	\$89.28	\$89.28	\$59.52	\$136.00	\$2,025.76

Cost Per Man/Day:

253.22

Cost Per Man/Hr (8 Hr/Day):

31.65

Material

Typ Code	Description	Quantity	U/M	Base Rate	Cost	Discount	Sls Tax	Total
M MASON SAND	Mason Sand for Well Point Installation	5.00	cy	\$29.00	\$145.00	\$0.00	\$13.05	\$158.05
TOTAL - Material:					5.00	\$145.00	\$0.00	\$158.05

Cost Summary Breakdown By Bid Item

Project: LIFT STATION 26 WELL POINTS

Description: Install Well Points for Lift Station 26

Bid Date:

Revised:

Location: Mandeville

Contract #:

NOTE: All Costs are calculated based on Takeoff Quantity.

Rental

Typ Code	Description	Quantity	U/M	Base Rate	Cost	Fuel	Repairs	Insurance	Other	Sls Tax	Total
R	JETPUMP	1.00	Days	989.00	\$989.00	\$65.00	\$0.00	\$0.00	\$0.00	\$89.01	\$1,143.01
R	WELLPOINT	1.00	Days	768.00	\$768.00	\$98.00	\$15.00	\$6.00	\$0.00	\$69.12	\$956.12
TOTAL - Rental:					\$1,757.00	\$163.00	\$15.00	\$6.00	\$0.00	\$158.13	\$2,099.13

Bid Item: WP002

Labor

Typ Code	Description	Quantity	U/M	Wages	Taxes	Wrk Comp	Gen Liab	Other-1	Other-2	Benefits	Total
L	OPR002	3.00	Days	\$528.00	\$58.08	\$31.68	\$31.68	\$21.12	\$0.00	\$48.00	\$718.56
TOTAL - Labor:					\$528.00	\$58.08	\$31.68	\$21.12	\$0.00	\$48.00	\$718.56
Cost Per Man/Day:					239.52						
Cost Per Man/Hr (8 Hr/Day):					29.94						

Rental

Typ Code	Description	Quantity	U/M	Base Rate	Cost	Fuel	Repairs	Insurance	Other	Sls Tax	Total
R	WELLPOINT	5.00	Days	768.00	\$3,840.00	\$490.00	\$75.00	\$30.00	\$0.00	\$345.60	\$4,780.60
TOTAL - Rental:					\$3,840.00	\$490.00	\$75.00	\$30.00	\$0.00	\$345.60	\$4,780.60

Cost Summary Breakdown By Bid Item

Project: LIF STATION 26 WELL POINTS

Description: Install Well Points for Lift Station 26
Bid Date:
Revised:
Location: Mandeville
Contract #:

NOTE: All Costs are calculated based on Takeoff Quantity.

Bid Item: WP003

Labor												
Typ Code	Description	Quantity	U/M	Wages	Taxes	Wrk Comp	Gen Liab	Other-1	Other-2	Benefits	Total	
L	LAB001	1.00	Days	\$272.00	\$29.92	\$16.32	\$16.32	\$10.88	\$0.00	\$20.00	\$365.44	
L	LAB002	1.00	Days	\$144.00	\$15.84	\$8.64	\$8.64	\$5.76	\$0.00	\$16.00	\$198.88	
L	LAB003	1.00	Days	\$128.00	\$14.08	\$7.68	\$7.68	\$5.12	\$0.00	\$12.00	\$174.56	
L	LAB004	1.00	Days	\$112.00	\$12.32	\$6.72	\$6.72	\$4.48	\$0.00	\$12.00	\$154.24	
L	OPR001	1.00	Days	\$208.00	\$22.88	\$12.48	\$12.48	\$8.32	\$0.00	\$24.00	\$288.16	
L	OPR002	1.00	Days	\$176.00	\$19.36	\$10.56	\$10.56	\$7.04	\$0.00	\$16.00	\$239.52	
TOTAL - Labor:				6.00	\$1,040.00	\$114.40	\$62.40	\$41.60	\$0.00	\$100.00	\$1,420.80	
				Cost Per Man/Day:	236.80							
				Cost Per Man/Hr (\$ HrDay):	29.60							
Rental												
Typ Code	Description	Quantity	U/M	Base Rate	Cost	Fuel	Repairs	Insurance	Other	Sis Tax	Total	
R	WELLPOINT	1.00	Days	768.00	\$768.00	\$98.00	\$15.00	\$5.00	\$0.00	\$69.12	\$956.12	
TOTAL - Rental:				1.00	\$768.00	\$98.00	\$15.00	\$5.00	\$0.00	\$69.12	\$956.12	

Cost Summary Breakdown By Bid Item

Project: LIFT STATION 26 WELL POINTS

Description: Install Well Points for Lift Station 26

Bid Date:

Revised:

Location: Mandeville

Contract #:

Bid Item: WP004

NOTE: All Costs are calculated based on Takeoff Quantity.

Equipment

Typ Code	Description	Quantity	U/M	Base Rate	Cost	Fuel	Repairs	Insurance	Other	Sls Tax	Total
E	EQUIP007 Kenworth	2.00	Days	115.00	\$230.00	\$240.00	\$20.00	\$20.00	\$0.00	\$0.00	\$510.00
TOTAL - Equipment:											
		2.00			\$230.00	\$240.00	\$20.00	\$20.00	\$0.00	\$0.00	\$510.00

Labor

Typ Code	Description	Quantity	U/M	Wages	Taxes	Wrk Comp	Gen Liab	Other-1	Other-2	Benefits	Total
L	OPR002 Class B Operator	2.00	Days	\$352.00	\$38.72	\$21.12	\$21.12	\$14.08	\$0.00	\$32.00	\$479.04
TOTAL - Labor:											
		2.00		\$352.00	\$38.72	\$21.12	\$21.12	\$14.08	\$0.00	\$32.00	\$479.04
		239.52									
		29.94									

Cost Summary Total: 14,392.06

ITEM SHEET COSTS DETAIL

PROJECT: LIFT STATION 26 WELL POINTS

All Units Are Based On Takeoff Quantity

Primary Item:

Item No. / Description	Bid Qty	Quantity U/M	Units/ Day	Days Rq.	Hrs/ Day	Man Hrs	MH/ Unit	Unit Cost	Total Cost
INDIRECT INDIRECT ITEM	1.000	1.000	0.00	0.000	8.00	0.000	0.000	0.000	0.000

Item	Equipment	Labor	Material	Other	Rental	Subcontract

Total Costs in Item: INDIRECT

Totals for Primary Item: INDIRECT

	Days Rq.	Man Hrs	Total Cost
Total for Primary Item INDIRECT	0.000	0.000	0.000

Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:					
Take-off Qty:					

ITEM SHEET COSTS DETAIL

PROJECT: LIFT STATION 26 WELL POINTS

All Units Are Based On Takeoff Quantity

Primary Item:

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
WP001 Install Well Point System	1.000	1.000 ea	1.00	1.000	8.00	64.000	64.000	5,526.940	5,526.940

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001 Foreman		365.44				
LAB002 Pipe Layer		198.88				
LAB003 Skilled Laborer		174.56				
LAB004 General Laborer		308.48				
OPR001 Class A Operator		288.16				
OPR002 Class B Operator		239.52				
SUP001 Superintendent		450.72				
BH0349E Caterpillar 349E rental excavator	890.00					
EQUIP005 Puddle Jumper	198.00					
EQUIP008 Pick Up Truck	80.00					
EQUIP009 Small Tools	76.00					
WELLPOINT Well Point System					956.12	
JETPUMP Jet Pump to Install Well points					1,143.01	
MASONSAND Mason Sand for Well Point Install:			158.05			
Total Costs in Item: WP001	1,244.00	2,025.76	158.05	0.00	2,099.13	0.00

Totals for Primary Item: WP001	1,244.00	2,025.76	158.05	0.00	2,099.13	0.00
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	Days Rq.	Man Hrs	Total Cost
Total for Primary Item WP001	1.000	64.000	5,526.940

Bid Data for Item: WP001

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	7,360.00	7,360.00	5,526.94	1,833.06	
Take-off Qty:	1.00	7,359.57	7,360.00	5,526.94	1,833.06	0.00

ITEM SHEET COSTS DETAIL

PROJECT: LIFT STATION 26 WELL POINTS

All Units Are Based On Takeoff Quantity

Primary Item:

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
WP002 Maintain and Run Well point System	1.000	1.000	0.00	0.000	8.00	24.000	24.000	5,499.160	5,499.160

Item	Equipment	Labor	Material	Other	Rental	Subcontract	
OPR002 Class B Operator		718.56					
WELLPOINT Well Point System					4,780.60		
Total Costs in Item: WP002		0.00	718.56	0.00	0.00	4,780.60	0.00

Totals for Primary Item: WP002 0.00 718.56 0.00 0.00 4,780.60 0.00

	Days Rq.	Man Hrs	Total Cost
Total for Primary Item WP002	0.000	24.000	5,499.160

Bid Data for Item: WP002

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	7,150.00	7,150.00	5,499.16	1,650.84	
Take-off Qty:	1.00	7,149.88	7,150.00	5,499.16	1,650.84	0.00

ITEM SHEET COSTS DETAIL

PROJECT: LIFT STATION 26 WELL POINTS

All Units Are Based On Takeoff Quantity

Primary Item:

Item No. / Description	Bid Qty	Quantity U/M	Units/ Day	Days Rq.	Hrs/ Day	Man Hrs	MH/ Unit	Unit Cost	Total Cost
WP003 Remove Well Point System	1.000	1.000	1.00	1.000	8.00	48.000	48.000	2,376.920	2,376.920

Item	Equipment	Labor	Material	Other	Rental	Subcontract	
LAB001 Foreman		365.44					
LAB002 Pipe Layer		198.88					
LAB003 Skilled Laborer		174.56					
LAB004 General Laborer		154.24					
OPR001 Class A Operator		288.16					
OPR002 Class B Operator		239.52					
WELLPOINT Well Point System					956.12		
Total Costs in Item: WP003		0.00	1,420.80	0.00	0.00	956.12	0.00

Totals for Primary Item: WP003	0.00	1,420.80	0.00	0.00	956.12	0.00
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	Days Rq.	Man Hrs	Total Cost
Total for Primary Item WP003	1.000	48.000	2,376.920

Bid Data for Item: WP003

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	3,160.00	3,160.00	2,376.92	783.08	
Take-off Qty:	1.00	3,155.64	3,160.00	2,376.92	783.08	0.00

ITEM SHEET COSTS DETAIL

PROJECT: LIFT STATION 26 WELL POINTS

All Units Are Based On Takeoff Quantity

Primary Item:

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
WP004 Mobe In/Out	1.000	1.000 ls	0.00	0.000	8.00	16.000	16.000	989.040	989.040

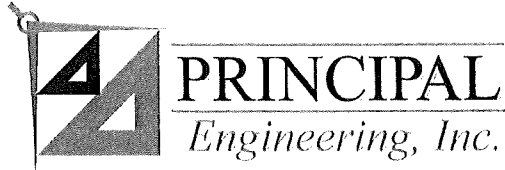
Item	Equipment	Labor	Material	Other	Rental	Subcontract
OPR002 Class B Operator		479.04				
EQUIP007 Kenworth	510.00					
Total Costs in Item: WP004	510.00	479.04	0.00	0.00	0.00	0.00

Totals for Primary Item: WP004 510.00 479.04 0.00 0.00 0.00 0.00

	Days Rq.	Man Hrs	Total Cost
Total for Primary Item WP004	0.000	16.000	989.040

Bid Data for Item: WP004

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	1,340.00	1,340.00	989.04	350.96	
Take-off Qty:	1.00	1,342.43	1,340.00	989.04	350.96	0.00



1011 N Causeway Blvd, Suite 19 ♦ Mandeville, Louisiana 70471 ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

TRANSMITTAL

Date: November 21, 2022

To: City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

From: Principal Engineering, Inc.

Subject: Certificate of Substantial Completion
Lift Station 16 & 26 Rehabilitation

Enclosed: Certificate of Substantial Completion

Clif / Victoria,

Enclosed are three (5) original Certificates of Substantial Completion for the subject project. Once these are approved by the council, please have the mayor execute all copies, keep one (1) copy for your records, and return the remaining copies to our office for distribution.

Sincerely,

Principal Engineering Inc.

Emile Barre

PRINCIPAL Infrastructure™

Architecture ♦ Engineering ♦ Construction

www.pi-aec.com ♦ info@pi-aec.com

SECTION 00625
Certificate of Substantial Completion

Project: Lift Stations 16 and 26 Rehabilitation	
Owner: City of Mandeville	Owner's Contract No.: NA
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 2101A07

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

November 16, 2022

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

LS 16 & 26 Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Ed P. Barei

Executed by Engineer

11/21/22

Date

[Signature]

Accepted by Contractor

11/21/22

Date

Accepted by Owner

Date

PRINCIPAL Engineering, Inc.

1011 N. Causeway Blvd., Suite 19
Mandeville, Louisiana 70471
Office (985) 624-5001

Substantial Completion - Walk Through Punch List

Date: November 16, 2022
Time: 2:00 PM
Location: Lift Station 16 & 26
Department of Public Works
Mandeville, LA 70471
Project: Lift Station 16 & 26 Rehabilitation
Project No.: ENGINEER – 2101A07

Punch List:

- 1) Shag manhole ring on EPO at LS 26 and pump out water (\$300.00)
- 2) Install water faucet in water meter box at LS 26. (\$200.00)
- 3) Add sod by the sidewalk at LS 26. (\$200.00)
- 4) Cut down two dying trees behind wet well at LS 26. (\$2500.00)
- 5) Move location of ground wire for control panel at LS 26. (\$300.00)

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL
MEMBER KRELLER AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 22-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND NEEL- SCHAFFER, INC. FOR THE MANDEVILLE
LAKEFRONT WETLANDS RESTORATION PROJECT AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Neel-Schaffer, Inc. (“Consultant”), through which Consultant provides professional engineering services to the City for the Mandeville Lakefront Wetlands Restoration Project and has been in effect since April 14, 2021; and

WHEREAS, the April 14, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 2 to the Agreement, which is also attached hereto; and

WHEREAS, the Agreement was to update plans and specifications and perform bidding, construction administration, and inspection services to restore the wetlands at the Galvez Outfall and construct a pedestrian path between Lakeshore Drive and Sunset Point Park as specified by the Department of Public Works;

WHEREAS, in response to the City’s request, the Consultant submitted a supplemental proposal which modifies and updates the plans, specifications, and quantities as requested by the City to remove part of the construction scope, which reduces the engineer’s fees for Bid and Award Phase, Construction Administration Phase and Resident Inspection Services, resulting in a no net change in total fees; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to modify and update the plans, specifications, and quantities as requested by the City for the Lakefront Wetlands Restoration Project and to increase compensation accordingly;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the April 14, 2021 Professional Services Agreement with Neel-Schaffer, Inc., as set forth in Amendment No. 2 to the Professional Services Agreement to address the professional engineering needs of the Lakefront Wetlands Restoration Project.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
NEEL-SCHAFFER, INC.
MANDEVILLE LAKEFRONT WETLANDS
RESETORATION PROJECT

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Neel-Schaffer, Inc., represented by William D. Lancaster, P.E., Agent/Officer (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on April 14, 2021 (the “**Agreement**”) to update plans and specifications and perform bidding, construction administration, and inspection services to restore the wetlands at the Galvez Outfall and construct a pedestrian path between Lakeshore Drive and Sunset Point Park as specified by the Department of Public Works;

WHEREAS, in response to the City’s request, the Consultant submitted a supplemental proposal to provide additional design services for the Lakefront Wetlands Restoration Project (the “**Project**”); and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add additional design services for the Lakefront Wetlands Restoration Project and to adjust compensation accordingly;

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

- A. SERVICES**: The following design services are added to the Consultant Scope of Work for the **Lakefront Wetlands Restoration Project**:

Modify and update the existing plans and specifications and modify quantities to incorporate the removal of,

1. The pathway along Lakeshore Drive; and
2. The bridge across the Galvez Canal to Lakeshore Drive; and
3. The pathway lighting on the berm.

B. COMPENSATION:

1. **Fees Added for Lakefront Wetlands Restoration Project.** The following fees are added for Design, Bid & Award, and Resident Inspection Services in accordance with the Consultant's proposal:

Basic Services (Lump Sum)

Phase IV(a) Final Design (Revised Plans and Specifications)	\$ 18,085.00
Phase IV(b) Bid & Award (Removal of Lighting Support)	\$ (1,416.85)
<u>Phase V Construction Administration (Reduced Construction Price)</u>	<u>\$ (11,228.15)</u>
Subtotal	\$ 5,440.00

Additional Services (Hourly, NTE)

<u>Resident Inspection (Reduced Construction Time)</u>	<u>\$ (5,440.00)</u>
Subtotal	\$ (5,440.00)

Total Net Adjustment Fee \$ 0.00

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$369,391.00**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONVICTED FELON STATEMENT: The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

D. NON – SOLICITATION STATEMENT: The Consultant swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

E. PRIOR TERMS BINDING: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

F. ELECTRONIC SIGNATURE AND DELIVERY: The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding

Amendment No. 2 to the Professional Services Agreement between
The City of Mandeville and Neel-Schaffer, Inc.
Mandeville Lakefront Wetlands Restoration Project

obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

IN WITNESS WHEREOF, the City and the Consultant, through their duly authorized representatives, execute this Amendment.

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this ____ day of _____, 2022.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEEL-SCHAFFER, INC.

BY: _____
WILLIAM D. LANCASTER, VICE-PRESIDENT

CORPORATE TAX I.D. _____

October 28, 2022

Honorable Clay Madden
Mayor
City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

**Re: PROPOSED AMENDMENT NO. 2
SCOPE OF WORK AND FEE ESTIMATE
MANDEVILLE LAKEFRONT WETLANDS RESTORATION**

Dear Mayor Madden,

Neel-Schaffer, Inc. (NSI) is pleased to submit this proposal for the requested revisions to the contract documents for the above referenced project. This proposal includes the revised fees for updating the project's plan & specifications based on the received input from the City and Digital Engineering & Imaging, Inc. This effort includes the removal of the pathway along Lakeshore Drive, the bridge across the Galvez Canal to Lakeshore Drive, and the pathway and lighting on the berm.

Professional Fees

The total fee adjustment for the Mandeville Lakefront Restoration Project is as follows and includes the following:

Basic Services (Lump Sum)	
Phase 4a Final Design (Revised Plans and Specifications)	\$ 18,085.00
Phase 4b Bid and Award (Removal of Lighting Support)	\$ (1,416.85)
<u>Phase 5 Construction Administration (Reduced Construction Price)</u>	<u>\$ (11,228.15)</u>
Subtotal	\$ 5,440.00
Additional Services (Time and Materials)	
<u>Resident Inspection (Reduce Construction Time)</u>	<u>\$ (5,440.00)</u>
Subtotal	\$ (5,440.00)
Total Net Adjustment Fee	\$ 0.00

We propose to provide the Basic Services described on a lump sum basis for the additional cost of **\$5,440 (Addition of Five Thousand Four Hundred - Forty Dollars and Zero Cents)**. The additional services provided will have a reduction of the estimated time and material basis effort of approximately **\$ (5,440) (Reduction of Five Thousand Four Hundred - Forty Dollars and Zero Cents)**.

This proposal will not modify the total contract value for NSI's professional services. The increased design fees are being offset by a decreased bidding, construction administration, and resident inspection services. The net change in total professional service fees is **\$0.00 (Zero Dollars)**. A detailed fee estimate for the contracted phases of work is provided as **Exhibit A**.

October 28, 2021
Mandeville Lakefront Wetlands Services
Page 2

Schedule

NSI estimates the plans & specifications can be completed in approximately **6 weeks** from the time the City of Mandeville issues approval to proceed.

We appreciate the continued opportunity to work with the City of Mandeville on this project. Should you have any questions or if we may be of further service to you in any way, please do not hesitate to call us at 985-674-9820.

Sincerely,
NEEL-SCHAFFER, INC.



Glenn P. Ledet, Jr., P.E.
Coastal Science & Engineering Program Manager



William D. Lancaster, P.E.
Vice President, Engineer Manager

Enclosures: Exhibit A – Fee Estimate

cc: David LeBreton, Digital Engineering & Imaging, Inc.

EXHIBIT A

Proposed Professional Services Fee Modifications for the Contract Phases of Work:

Item	Item Description	Original Budget	Amendment No. 1	REVISED (Current) Budget	Proposed Amendment No. 2	Proposed NEW Budget
Phase 1	Survey	\$ 13,475.00	\$ 7,150.00	\$ 20,625.00	\$ -	\$ 20,625.00
Phase 2	Prelim Design	\$ 22,610.00	\$ 16,152.09	\$ 38,762.09	\$ -	\$ 38,762.09
Phase 3	Env.	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 4 a	Final Design	\$ 15,215.00	\$ 10,768.06	\$ 25,983.06	\$ 18,085.00	\$ 44,068.06
Phase 4 b	Bid and Award	\$ 12,195.00	\$ 1,416.85	\$ 13,611.85	\$ (1,416.85)	\$ 12,195.00
Phase 5 a&b	Construction	\$ 97,150.00	\$ -	\$ 97,150.00	\$ (11,228.15)	\$ 85,921.85
Phase 6	Inspection	\$ 97,920.00	\$ -	\$ 97,920.00	\$ (5,440.00)	\$ 92,480.00
SS-Geo	Geo	\$ 42,325.00	\$ -	\$ 42,325.00	\$ -	\$ 42,325.00
SS-Permit	Permitting	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
SS-LWI	LWI	\$ 3,014.00	\$ -	\$ 3,014.00	\$ -	\$ 3,014.00
SS-Testing	Testing	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Totals		\$ 333,904.00	\$ 35,487.00	\$ 369,391.00	\$ 0.00	\$ 369,391.00

City of Mandeville Wetlands Restoration: Final Plans & Specifications Construction Bid Letting													Labor Costs		Expenses												
WBS	Work Description	Hourly Rates (\$)	Sr. PM / Professional III	PM / Professional II	Professional I	Professional Intern	Professional Engineer V	Professional Engineer IV	Professional Engineer III	Professional Engineer II	Professional I	Professional Intern	Sr. Cert. Eng. Tech.	CAD Tech IV / Inspector IV / Surveyor IV	CAD Tech III / Inspector III / Surveyor III	CAD Tech II / Inspector II / Surveyor II	CAD Tech I / Inspector I / Surveyor I	Administrative / Clerical II	Administrative / Clerical I	Sr. Biologist	Planner	Expenses					
4.0	Construction Bid Phase Services	\$ 12,195.00	1	26	0	0	0	0	0	0	0	0	0	0	46	0	0	12	0	0	0	0	100%				
	Construction Bid Letting	\$ 12,195.00																									
	Preparation & Participation in Pre-Bid Meeting	\$ 4,130.00	6	10											12			6					\$ -				
	Issuance of Amendments & Modifications to Plans during Bidding Phase	\$ 5,660.00	4	12											28			6					\$ -				
	Contractor Bid Review & Recommendation of Award	\$ 2,405.00	1	4											6								\$ -				
	Additional Bid Letting associated with Amend #1 (\$1,416.85) - REMOVED Amendment #2	\$ -																					\$ -				
5.0	Construction Administration Phase Services	\$ 198,401.85	6	98	0	0	0	0	0	0	152	0	0	35	20	297	1360	148	13	0	0	\$ -					
	Construction Administration & Inspection Services - REDUCED Amendment #2	\$ 85,921.85									8					8		20				\$ -					
	Construction Kick-Off Meeting Prep/Attendance/Meeting Minutes	\$ 5,080.00	4	8							24			36		40		28	13.11			\$ -					
	Contractor Provided Documents Review - Pre-Construction & As-Built	\$ 17,621.85	10	20							24					30						\$ -					
	Attendance of Monthly Progress Meetings	\$ 10,160.00	8	24							24				20			28				\$ -					
	Issuance of Progress Reports, RFIs, Change Orders, Field Orders	\$ 12,020.00	4	12							24					105		40				\$ -					
	Misc. Administration - Contractor Invoicing, Correspondence, QA Review & Site Visits	\$ 27,720.00	4	24	26						60					84						\$ -					
	Substantial Completion/Contract Closeout - Punch List, Acceptance, Final Payments	\$ 13,340.00	2	6	8						12											\$ -					
	Resident Inspection	\$ -																				\$ -					
	Resident Inspector (40-HR per Week - 8.5 MO) (T&M) - REDUCED Amendment #2	\$ 92,480.00																				\$ -					
	Construction Testing	\$ -																				\$ -					
	Construction Material Testing Budget (T&M)	\$ 20,000.00																				\$ -					
	Construction Material Testing - Subconsultant	\$ 18,162.00																				\$ -					
	QA/QC / Review of Deliverables and Management (10% of Subconsultant Fee)	\$ 1,838.00																				\$ -					
																						\$ -					

Subconsultant

City of Mandeville Wetlands Restoration: Final Plans & Specifications Construction Bid Letting		Hourly Rates (\$)	Principal/ Eng. Manager/ Survey Manager	Sr. PM / Professional III	PM / Professional II	Professional I	Professional Intern	Professional Engineer V	Professional Engineer IV	Professional Engineer III	Professional Engineer II	Professional I	Professional Intern	Sr. Cert. Eng. Tech.	CAD Tech IV / Inspector IV/ Surveyor IV	CAD Tech III / Inspector III/ Surveyor III	CAD Tech II / Inspector II/ Surveyor II	CAD Tech I / Inspector I/ Surveyor I	Administrative / Clerical II	Administrative / Clerical I	Sr. Biologist	Planner	Expenses
WBS	Work Description																						

Summary of Total Cost and Remaining Hours

		\$	Completed											\$									
1	Data Collection Services	\$ 62,550.00																					\$ -
2	Preliminary and Final Design Services	\$ 82,830.15	4	36	0	0	0	0	0	0	2	32	0	0	55	0	0	0	12	0	0	0	\$ -
3	Permitting & Louisiana Watershed Initiative Application Development	\$ 13,014.00																					\$ -
4	Construction Bid Phase Services	\$ 12,195.00	1	16	26	0	0	0	0	0	0	0	0	0	0	45	0	0	12	0	0	0	\$ -
5	Construction Administration Phase Services	\$ 198,401.85	6	56	98	0	0	0	0	0	0	152	0	0	36	20	297	1360	148	13	0	0	\$ -
TOTALS		\$ 369,391.00	11	108	124	0	0	0	0	0	2	184	0	0	91	66	297	1360	172	13	0	0	\$ -

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL
MEMBER DANIELSON AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 22-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND J.V. BURKES & ASSOCIATES, INC. FOR LOUISIANA
HIGHWAY 22/ HIGHWAY 190 INTERSECTION IMPROVEMENTS PROJECT AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with J.V. Burkes & Associates, Inc. (“Consultant”), through which Consultant provides professional engineering services to the City for the La 22/Hwy 190 Intersection Improvements Project and has been in effect since March 19, 2015; and

WHEREAS, the March 19, 2015 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

WHEREAS, the Amendment contemplates the additional scope requested by the LADOTD included traffic signalization items, drainage items, temporary pavement markings and construction plan, additional signage/mountings, and required nighttime work, resulting in a line item increase from 26 items to 98 items;

WHEREAS, the City and the Consultant now desire to further amend the Agreement to address the additional project scope from 26 line items to the 98 line items requested by the LADOTD;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the March 19, 2015 Professional Services Agreement with J.V. Burkes & Associates, Inc., as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the LA 22/HWY 190 Intersection Improvements Project.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 19, 2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: March 19, 2015
- b. Owner: City of Mandeville
- c. Engineer: J.V. Burkes & Associates, Inc.
- d. Project: LA 22/HWY 190 Intersection Improvements

a. *Description of Modifications*

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services:
 - i. Engineer performed additional design services work within the project scope that resulted in increases in the final construction costs from a previously estimated \$2,894,560.81 to the actual bid (09/14/2022) price of \$10,327,935.25 at the request of LADOTD. Additional scope added included traffic signalization items, drainage items, temporary pavement markings and construction plan, additional signage/mountings, and required nighttime work. Project's LADOTD construction cost estimate line items increase nearly four times from the original 26 lines items to 98 line items.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - i. See previous section for scope of services modifications/additions. There were no previous amendments.
- c. The responsibilities of Owner are modified as follows:
 - i. Owner shall compensate Engineer for the increase costs in Basic Services due to increased construction costs (determined by final bidding on 09/14/2022).
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

- i. Owner shall pay Engineer the design phase cost difference based off of final bidding construction costs. Previous Contract design fee was based off of a \$2.9M cost estimate and it has since then elevated to \$10.3M at bidding due to scope increases. The Engineer agreed with the City to eliminate the nighttime work factor and utilize DOTD weighted averages on the project to come up with a final agreed upon construction cost estimate of \$7,430,638.00. Based off of a 7.5% fee at the \$7.4M cost estimate, the basic services shall increase an amount of \$208,718.99 from the original \$136,010.00 amount to \$344,728.99.
- e. The schedule for rendering services is modified as follows:
 - i. Contract schedule shall proceed through substantial completion of construction for the project
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
 - i. N/A

Attachments:

- *Calculation of Additional Design Fees (1 page)*
- *H.011731 Bid Tabs w/ August 2022 Pricing (2 pages)*
- *Executed Contract (61 pages)*

2. Agreement Summary (Reference only)

a. Original Agreement amount:	<u>\$257,960.00</u>
b. Net change for prior amendments:	<u>\$0.00</u>
c. This amendment amount:	<u>\$208,718.99</u>
d. Adjusted Agreement amount:	<u>\$466,678.99</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
By: <u>Clay Madden</u>	By: <u>Sean Burkes</u>
Title: <u>Mayor, City of Mandeville</u>	Title: <u>Chief Executive Officer</u>
Signed: _____	Signed: _____
Dated: _____	Dated: _____

Project Number: H-011721-6
 Project Name: US 190/LA 22 IMPROVEMENTS
 Worktype: A2
 District: 62
 Parish: 52
 Number of Bidders: 2
 Letting Date: 9/14/2022
 Estimate Total: \$5,645,203.00

Item Number	Item Description	Unit	Quantity	Est. Unit Price	Total Est. Price	Boh Bros. Construction Co., LLC			Barriere Construction Co., LLC			
						Rank 1	Total Est 1	%A	Rank 2	Total Est 2	%A	
202-02-00100	Removal of Structures and Obstructions	LUMP	1	\$15,000.00	\$15,000.00	\$35,000.00	\$35,000.00	133.33%	\$20,000.00	\$20,000.00	100.00%	\$185,000.00
202-02-02000	Removal of Asphalt Drives	SOYD	105	\$33.66	\$3,534.30	\$1,000.00	\$1,000.00	400.00%	\$2,534.30	\$2,534.30	100.00%	\$10,115.70
202-02-03000	Removal of Pavement Structure	SOYD	9873	\$20.00	\$197,460.00	\$25.00	\$246,825.00	25.00%	\$246,825.00	\$1,480,950.00	650.00%	\$1,282,490.00
202-02-06000	Removal of Concrete Combination Curb and Gutter	LNFT	2722	\$26.06	\$70,935.32	\$35.00	\$95,275.00	150.00%	\$2,886.32	\$1,066,158.00	290.00%	\$35,222.68
202-02-06100	Removal of Concrete Walks and Drives	LNFT	481	\$34.48	\$16,584.88	\$37.00	\$17,797.00	85.00%	\$1,212.12	\$6,974.50	37.50%	\$9,810.38
202-02-26300	Removal of Median / Island	SOYD	100	\$36.26	\$3,626.00	\$100.00	\$10,000.00	185.71%	\$6,374.00	\$16,500.00	371.43%	\$12,874.00
202-02-32140	Removal of Storm Drain-18" RCP	LNFT	105	\$33.00	\$3,465.00	\$30.00	\$3,150.00	50.00%	\$331.50	\$3,885.00	85.00%	\$400.00
202-02-32140	Removal of Storm Drain-30" Ea, RCPA	LNFT	160	\$36.00	\$5,760.00	\$30.00	\$4,800.00	0.00%	-\$480.00	\$5,920.00	23.33%	\$640.00
202-02-32140	Removal of Storm Drain-42" Ea, RCPA	LNFT	670	\$40.00	\$26,800.00	\$30.00	\$20,100.00	-25.00%	-\$6,700.00	\$24,790.00	282.14%	\$11,060.00
202-02-32140	Removal of Storm Drain-60" Ea, RCPA	EACH	28	\$140.00	\$3,920.00	\$750.00	\$21,000.00	435.71%	\$17,080.00	\$14,980.00	16.67%	-\$302.40
202-02-38240	Removal of Signs and Supports	EACH	21	\$49.40	\$1,037.40	\$50.00	\$1,050.00	66.67%	-\$12.60	\$1,750.00	41.67%	\$1,350.00
202-02-38300	Removal of Sign and U-Channel Post	EACH	50	\$60.00	\$3,000.00	\$50.00	\$2,500.00	225.00%	-\$500.00	\$1,016.00	-16.67%	-\$352.52.00
202-02-38360	Removal of Sign Faces	EACH	11016	\$33.00	\$363,528.00	\$65.00	\$716,040.00	225.00%	-\$352,512.00	\$1.00	-16.67%	-\$804,188.00
203-01-00100	General Excavation	CUYD	16412	\$50.00	\$820,600.00	\$25.00	\$410,300.00	-16.67%	-\$410,300.00	\$1.00	-16.67%	-\$804,188.00
203-03-00100	Embankment	CUYD	4717	\$50.00	\$235,850.00	\$125.00	\$589,625.00	212.50%	\$353,775.00	\$175.00	337.50%	\$589,625.00
203-04-00200	Nonplastic Embankment (Sand)	SOYD	14156	\$6.00	\$84,936.00	\$7.00	\$99,100.00	-37.50%	-\$14,164.00	\$2.00	-50.00%	-\$56,624.00
203-08-00100	Geotextile Fabric	LNFT	700	\$24.00	\$16,800.00	\$15.00	\$10,500.00	50.00%	-\$6,300.00	\$25.00	150.00%	\$700.00
203-10-00100	Cleaning Existing Ditches	LNFT	10	\$27.46	\$274.60	\$100.00	\$1,000.00	300.00%	\$725.40	\$40.00	60.00%	\$125.40
204-01-00100	Temporary Hay Bales	EACH	6418	\$2.76	\$17,713.68	\$3.00	\$19,254.00	50.00%	\$1,540.32	\$3.00	50.00%	\$1,540.32
204-06-00100	Temporary Silt Fencing	SOYD	14156	\$50.00	\$707,800.00	\$778,580.00	\$778,580.00	66.67%	\$778,580.00	\$68.00	106.06%	\$24,808.00
302-02-05010	Class II Base Course (6" Thick) (Asphalt Concrete Base)	SOYD	14156	\$60.00	\$849,360.00	\$65.00	\$920,140.00	62.50%	\$70,780.00	\$66.00	65.00%	\$94,936.00
302-02-10075	Class II Base Course (10" Thick) (Crushed Stone or Recycled Portland Cement Concrete)	SOYD	120	\$102.00	\$12,240.00	\$150.00	\$18,000.00	200.00%	\$5,760.00	\$525.00	950.00%	\$50,760.00
402-02-00100	Mainline Traffic Maintenance Surfacing (Hard)	SOYD	2000	\$98.00	\$196,000.00	\$125.00	\$250,000.00	47.08%	-\$54,000.00	\$100.00	17.65%	\$4,000.00
402-02-00100	Non-Mainline Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement)	TON	7992	\$183.00	\$1,452,576.00	\$160.00	\$1,264,320.00	33.33%	\$55,314.00	\$205.00	70.83%	\$410,904.00
502-01-00100	Asphalt Concrete	CUYD	30	\$420.00	\$12,600.00	\$700.00	\$21,000.00	250.00%	\$8,400.00	\$645.00	222.50%	\$6,750.00
502-01-00200	Asphalt Concrete, Drives, Turnouts and Miscellaneous	SOYD	26038	\$6.00	\$156,228.00	\$7.00	\$182,266.00	75.00%	\$26,038.00	\$5.50	37.50%	-\$15,019.00
509-01-00100	Milling Asphalt Pavement	CUYD	1447	\$1.00	\$1,447.00	\$1.00	\$1,447.00	-75.00%	-\$1,085.25	\$0.01	-99.00%	\$1,432.53
509-02-00100	Contractor Retained Reclaimed Asphalt Pavement	CUYD	105	\$200.00	\$21,000.00	\$200.00	\$21,000.00	66.67%	\$0.00	\$300.00	150.00%	\$10,500.00
701-03-01022	Storm Drain Pipe (18" RCP/RSVCP)	LNFT	160	\$300.00	\$48,000.00	\$300.00	\$48,000.00	100.00%	\$0.00	\$450.00	200.00%	\$24,000.00
701-04-01060	Storm Drain Pipe Arch (30" Equiv. RCPA)	LNFT	670	\$215.00	\$144,150.00	\$300.00	\$201,000.00	130.56%	\$190,950.00	\$600.00	179.07%	\$257,950.00
701-04-01100	Storm Drain Pipe Arch (42" Equiv. RCPA)	LNFT	670	\$150.00	\$100,500.00	\$200.00	\$134,000.00	33.33%	\$500.00	\$420.00	180.00%	\$2,700.00
701-12-01040	Corrugated Metal Pipe (Extension) (18")	EACH	2	\$5,770.00	\$11,540.00	\$5,500.00	\$11,000.00	60.00%	\$460.00	\$10,500.00	110.00%	\$9,450.00
702-03-00100	Catch Basins (CB-01)	EACH	7	\$4,000.00	\$28,000.00	\$8,000.00	\$56,000.00	100.00%	\$28,000.00	\$11,250.00	181.25%	\$14,500.00
702-08-00100	Side Drain Safety End (Type 1)	LNFT	1200	\$76.00	\$91,200.00	\$100.00	\$120,000.00	75.00%	\$33,996.00	\$112.00	44.00%	\$4,800.00
705-06-00200	Chain Link Fence (5-Foot Height)	SOYD	484	\$106.00	\$51,304.00	\$175.00	\$84,700.00	46.67%	\$33,425.00	\$98.00	30.67%	\$17,384.00
706-02-00200	Concrete Drive (6" Thick)	SOYD	1337	\$85.00	\$113,645.00	\$110.00	\$147,070.00	68.89%	\$47,236.00	\$56.00	24.44%	-\$20,244.00
706-03-00100	Incidental Concrete Paving (4" Thick)	LNFT	3374	\$62.00	\$209,188.00	\$76.00	\$256,424.00	300.00%	\$5,000.00	\$161.00	7.33%	\$780.00
707-03-00100	Combination Concrete Curb and Gutter	SOYD	20	\$220.00	\$4,400.00	\$450.00	\$9,000.00	331.82%	\$4,500.00	\$1,180,000.00	486.36%	\$960,000.00
712-01-00300	Concrete Cast-in-Place Revetment (6" Thick)	LUMP	1	\$220,000.00	\$220,000.00	\$950,000.00	\$950,000.00	50.00%	\$730,586.50	\$0.50	-50.00%	-\$2,586.50
713-01-00100	Temporary Signs and Barricades	LNFT	5173	\$1.00	\$5,173.00	\$1.50	\$7,760.00	50.00%	\$2,587.50	\$1.50	37.50%	\$2,587.00
713-02-00100	Temporary Pavement Markings (4" Width)	LNFT	1594	\$2.00	\$3,188.00	\$3.00	\$4,782.00	50.00%	\$1,594.00	\$2.75	50.00%	\$1,195.50
713-02-00500	Temporary Pavement Markings (8" Width)	LNFT	1594	\$2.00	\$3,188.00	\$3.00	\$4,782.00	50.00%	\$1,594.00	\$2.75	50.00%	\$1,195.50
713-03-01000	Temporary Pavement Markings (Broken Line) (4" Width) (4' Length)	MILE	0.82	\$3,000.00	\$2,460.00	\$1,750.00	\$1,435.00	-41.67%	-\$1,035.00	\$0.01	-100.00%	-\$2,459.99
713-03-02000	Temporary Pavement Markings (Broken Line) (4" Width) (10' Length)	MILE	0.85	\$2,000.00	\$1,700.00	\$3,000.00	\$2,550.00	50.00%	\$850.00	\$3,750.00	37.50%	\$6,975.00
726-01-00100	Bedding Material	CUYD	18817	\$140.00	\$2,634,380.00	\$125.00	\$2,353,125.00	25.00%	-\$2,827.55	\$15.00	-98.50%	-\$26,061.55
727-01-00100	Mobilization	LUMP	1	\$400,000.00	\$400,000.00	\$1,000,000.00	\$1,000,000.00	150.00%	\$600,000.00	\$1,180,000.00	195.00%	\$780,000.00
729-01-00100	Sign (Type A)	SOFT	60.5	\$50.00	\$3,025.00	\$45.00	\$2,722.50	12.50%	-\$302.50	\$44.00	10.00%	-\$363.00
729-01-00102	Sign (Type B)(Furnish and Install)	SOFT	307.35	\$35.71	\$10,975.05	\$55.00	\$16,904.25	54.03%	\$5,929.25	\$83.00	48.42%	\$5,314.55
729-02-00102	Sign (Type D)(Furnish and Install)	SOFT	140.8	\$52.00	\$7,321.60	\$90.00	\$12,672.00	80.00%	\$5,350.40	\$95.00	70.00%	\$4,646.40
729-04-00102	Sign (Type D)(Furnish and Install)	SOFT	361	\$40.00	\$14,440.00	\$70.00	\$25,270.00	75.00%	\$10,830.00	\$85.00	62.50%	\$9,025.00
729-06-00102	Sign (Overhead Mounted)(Furnish and Install)	SOFT	100	\$70.00	\$7,000.00	\$75.00	\$7,500.00	25.00%	\$4,500.00	\$9,000.00	50.00%	\$10,000.00
729-08-00200	Mounting (3 1/2" Size Post)	EACH	9	\$2,000.00	\$18,000.00	\$3,000.00	\$30,000.00	50.00%	\$10,000.00	\$16,000.00	6.67%	\$1,000.00
729-08-00600	Mounting (W6 x 12 Size Post)	EACH	10	\$15,000.00	\$150,000.00	\$15,000.00	\$150,000.00	0.00%	\$0.00	\$950.00	375.00%	\$4,200.00
729-13-00100	Mounting (Bridge Facets Mounted)	EACH	7	\$950.00	\$6,650.00	\$350.00	\$2,450.00	400.00%	\$4,700.00	\$70.00	366.67%	\$4,200.00
729-23-00200	Square Tubing Post with 2-1/4" Omni-Directional Anchor	EACH	94	\$25.00	\$2,350.00	\$75.00	\$7,050.00	80.00%	\$21,500.00	\$42.00	68.00%	\$18,360.00
731-02-00100	ReflectORIZED Raised Pavement Markers	LNFT	1080	\$35.00	\$37,800.00	\$45.00	\$48,600.00	180.00%	\$21,540.00	\$19,900.00	176.00%	\$21,181.00
732-01-02080	Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)	MILE	3.59	\$8,000.00	\$28,720.00	\$14,000.00	\$50,260.00	40.00%	\$6,336.00	\$6,900.00	38.00%	\$665.52
732-02-02000	Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil)	MILE	1.18	\$6,336.00	\$7,476.48	\$7,000.00	\$8,260.00	40.00%	\$783.52	\$8,142.00	38.00%	\$665.52

Item No.	Description	Quantity	Unit	Material	Rate	Total	%	Material	%	Total
732-03-02030	Plastic Pavement Striping (Dotted Line)(8" W)(12' L)(Thermo 90 mil)	0.56	MILE		\$10,000.00	\$7,840.00	40.00%	\$14,000.00	40.00%	\$7,840.00
732-04-01040	Plastic Pavement Legends and Symbols (Arrow - Double)	6	EACH		\$900.00	\$5,400.00	66.67%	\$1,000.00	66.67%	\$5,400.00
732-04-01080	Plastic Pavement Legends and Symbols (Arrow - Left Turn)	11	EACH		\$662.00	\$7,282.00	100.00%	\$1,000.00	100.00%	\$7,282.00
732-04-01100	Plastic Pavement Legends and Symbols (Arrow - Right Turn)	16	EACH		\$600.00	\$9,600.00	100.00%	\$1,000.00	100.00%	\$9,600.00
736-01-00100	Trenching and Backfilling	1623	LNFT		\$12.50	\$20,287.50	300.00%	\$70,000.00	300.00%	\$20,287.50
736-03-00100	Jacking or Boring	700	LNFT		\$100.00	\$70,000.00	100.00%	\$28,000.00	100.00%	\$70,000.00
736-04-01300	Signal Pole (30 foot Steel Strain Pole)	1	EACH		\$9,000.00	\$9,000.00	100.00%	\$2,000.00	100.00%	\$9,000.00
736-04-10450	Signal Pole (Single Mast Arm, 45ft)	1	EACH		\$15,000.00	\$15,000.00	100.00%	\$2,000.00	100.00%	\$15,000.00
736-04-10500	Signal Pole (Single Mast Arm, 50ft)	1	EACH		\$20,000.00	\$20,000.00	100.00%	\$2,000.00	100.00%	\$20,000.00
736-04-25540	Signal Pole (Dual Mast Arm, 55ft-Arm 1, 40ft-Arm 2)	2	EACH		\$50,000.00	\$100,000.00	100.00%	\$28,000.00	100.00%	\$100,000.00
736-05-30000	Signal Heads (3 Section, 12 inch Led Lens, R, Y, G)	14	EACH		\$1,000.00	\$14,000.00	100.00%	\$2,000.00	100.00%	\$14,000.00
736-05-41000	Signal Heads (3 Sec, 12 inch Led Lens, LT, R, LT, Y, LT, G)	5	EACH		\$1,500.00	\$7,500.00	100.00%	\$2,000.00	100.00%	\$7,500.00
736-05-41000	Signal Heads (4 Section, 12" Led Lens, R, Y, LT, G, G)	1	EACH		\$4,000.00	\$4,000.00	100.00%	\$2,000.00	100.00%	\$4,000.00
736-06-00100	Signal Service	2	EACH		\$3,000.00	\$6,000.00	100.00%	\$2,000.00	100.00%	\$6,000.00
736-06-00500	Signal Service Pedestal Disconnect	2	EACH		\$8,000.00	\$16,000.00	100.00%	\$2,000.00	100.00%	\$16,000.00
736-08-00100	Signal Controller (980 ATC, Type 2)(Furnish & Install)	2	EACH		\$40.00	\$72,200.00	100.00%	\$11,500.00	100.00%	\$72,200.00
736-09-00100	Loop Detector	1855	LNFT		\$1,500.00	\$2,782,500.00	100.00%	\$31,500.00	100.00%	\$2,782,500.00
736-10-00200	Underground Junction Box (Type E)	9	EACH		\$2,000.00	\$18,000.00	250.00%	\$6,500.00	250.00%	\$18,000.00
736-10-00300	Underground Junction Box (Type F)	19	EACH		\$4,000.00	\$76,000.00	223.53%	\$11,000.00	223.53%	\$76,000.00
736-10-00400	Underground Junction Box (Type G)	2	EACH		\$10.00	\$20.00	0.00%	\$1,100.00	0.00%	\$20.00
736-11-00050	Conduit (1/2" HDPE, Schedule 80)	1918	LNFT		\$10.00	\$19,180.00	100.00%	\$38,360.00	100.00%	\$19,180.00
736-11-00200	Conduit (2" HDPE, Schedule 80)	446	LNFT		\$15.00	\$6,690.00	66.67%	\$11,150.00	66.67%	\$6,690.00
736-11-00300	Conduit (3" HDPE, Schedule 80)	2738	LNFT		\$10.00	\$27,380.00	150.00%	\$27,380.00	150.00%	\$27,380.00
736-12-00000	Conductor (2c, Loop Lead in, Inma 50-2, #14 avg, Twisted Pair)	264	LNFT		\$10.00	\$2,640.00	0.00%	\$2,640.00	0.00%	\$2,640.00
736-12-00014	Conductor (3c, 6 gauge / #6 avg)	696	LNFT		\$5.00	\$3,480.00	20.00%	\$4,176.00	20.00%	\$3,480.00
736-12-00014	Conductor (6c, #14 avg)	2156	LNFT		\$5.00	\$10,780.00	20.00%	\$12,936.00	20.00%	\$10,780.00
736-13-10014	Cable (9/9")	70	LNFT		\$10.00	\$700.00	200.00%	\$1,050.00	200.00%	\$700.00
736-15-03600	Signal Support (Foundation, 36 inch Minimum Diameter)	3	EACH		\$12,000.00	\$36,000.00	150.00%	\$75,000.00	150.00%	\$36,000.00
736-15-04200	Signal Support (Foundation, 42 inch Minimum Diameter)	2	EACH		\$12,000.00	\$24,000.00	191.67%	\$70,000.00	191.67%	\$24,000.00
739-01-00100	Hydro-Seeding	2	ACRE		\$9,500.00	\$19,000.00	66.67%	\$10,000.00	66.67%	\$19,000.00
740-01-00100	Construction Layout	1	LUMP		\$90,000.00	\$90,000.00	100.00%	\$180,000.00	100.00%	\$90,000.00
NS-500-00340	Saw Cutting Asphalt Concrete Pavement	17048	LNLF		\$5.00	\$85,240.00	-25.00%	\$1,500.00	-25.00%	\$85,240.00
NS-702-00100	Paved Gutter Drain	20	EACH		\$3,500.00	\$70,000.00	57.14%	\$110,000.00	57.14%	\$70,000.00
NS-713-00009	Portable Changeable Message Sign (with communications)	4	EACH		\$10,000.00	\$40,000.00	71.43%	\$48,000.00	71.43%	\$40,000.00
NS-729-00029	Breakaway Square Tubing Sign Support w/ Mowing Pad	19	EACH		\$1,200.00	\$22,800.00	50.00%	\$22,800.00	50.00%	\$22,800.00
NS-729-00031	Breakaway Square Tubing Sign Support (Surface Mount)	5	EACH		\$500.00	\$2,500.00	100.00%	\$5,000.00	100.00%	\$2,500.00
NS-736-00001	GPS	2	EACH		\$640.00	\$1,280.00	733.33%	\$10,000.00	733.33%	\$1,280.00
NS-736-00010	T5-2 Traffic Signal Cabinet (Ground Mounted)	2	EACH		\$25,000.00	\$50,000.00	100.00%	\$80,000.00	100.00%	\$50,000.00

\$10,327,935.25

\$7,897,297.19

\$7,430,538.06

CALCULATION OF ADDITIONAL DESIGN FEES FOR HWY 190/22 IMPROVEMENTS - BASED UPON ACTUAL BID PRICE

Task	PROGRAM COMPLETION PHASE	TOTAL %	CUMULATIVE %
Task 1	SCHEMATIC DESIGN PHASE	5	5
Task 2	DESIGN DEVELOPMENT PHASE	10	15
Task 3	CONSTRUCTION DOCUMENTS PHASE	20	35
Task 4	BIDDING AND CONTRACT PHASE	25	60
Task 5	CONSTRUCTION PHASE	30	65
Task 6	CONSTRUCTION CLOSE OUT PHASE	5	65
Task 7		5	65

Original Contract for Tasks 1-4 - \$136,010.00

65% TOTAL JVB ACTUAL WORK PERFORMED

2022 FEE FORMULA		
STATE OF LOUISIANA		
BCI	YEAR	CPI
	1975	53.8
	2021	271

CONSTRUCTION COSTS FOR FEE CALCULATIONS	CONSTRUCTION ESTIMATE (2015)	ADJUSTED FEE (65%)	FOR 100% SCOPE OF WORK - FEE AMOUNT	FEE-AFC	FEE %	ADJUSTED FEE (65%)	CONTRACT AMOUNT	NOTES
ORIGINAL CONSTRUCTION ESTIMATE (2015)	\$ 2,900,000.00						\$ 136,010.00	Original Contract for Tasks 1-4
FINAL DESIGN CONSTRUCTION ESTIMATE	\$ 5,645,203.00							
BID PRICE (Inflation + Night Construction)	\$ 10,327,935.00		\$ 720,387.01	6.98%	7.33	\$ 468,251.55		Adjusted Fee (Bid PRICE)
August 2022 Inflation Cost	\$ 1,785,435.00							
FINAL DESIGN INFLATION ADDED (No Night Cost)	\$ 7,430,638.00		\$ 530,352.30	7.14%	7.50%	\$ 344,728.99		
						(136,010.00)		
TOTAL INCREASE IN FEE - LAST INVOICE						\$ 208,718.99		ADJUSTED CONTRACT FEE

CITY OF MANDEVILLE



AGREEMENT BETWEEN OWNER AND ENGINEER

FOR

PROFESSIONAL ENGINEERING SERVICES

**LA 22/HWY 190 INTERSECTION
IMPROVEMENTS**

OWNER: City of Mandeville

ENGINEER: J.V. BURKES & ASSOCIATES, INC.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 3/19, 2015 ("Effective Date") between

City of Mandeville ("Owner") and

JV Burkes & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

US 190 & LA 22 Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows:

Design, Bidding and Construction Phase Services as per the Scope of Work in Exhibit A & J.

Any part or section of this document that is in "strikethrough" shall not be considered a part hereof.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A and J.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended by Owner, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 *Payments*

- A. Reserved.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reserved.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily

furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures:

1. Engineer and Owner shall comply with applicable Laws and regulations.
2. Prior to the Effective Date, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

F. Reserved.

G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) and amended or changed by the City of Mandeville, unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *This section intentionally left blank*

6.03 *Use of Documents*

- A. The use of documents by the Engineer in this project shall be governed by La. R.S. 38:2317.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner and City Engineer to be listed as an additional insured and provide a waiver of subrogation on any applicable liability insurance policy carried by Engineer and as indicated in Exhibit G.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- C. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner which could include the lack of appropriation of funds by the Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Controlling Law:* This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.06 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

- A. If the parties fail to resolve a dispute through negotiation, then Owner may invoke the procedures of Exhibit H.

6.08 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

6.09 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
8. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
9. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
10. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
11. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
12. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
13. *Engineer* – The individual or entity named as such in this Agreement.

14. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
15. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
16. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
17. *PCBs* – Polychlorinated biphenyls.
18. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
19. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
20. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
21. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
22. *Reimbursable Expenses* – The unforeseen expenses incurred directly by Engineer and approved by Owner in connection with the performing or furnishing of Basic and Additional Services for the Project.
23. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
24. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
25. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

26. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
27. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
28. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
29. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
30. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
31. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
32. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, (Intentionally Not Used)

- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I – (Intentionally Not Used)
- J. Exhibit J – Special Provisions and Scope of Work
- K. Exhibit K, Amendment to Owner-Engineer Agreement (Provided as an Example)
- L. Exhibit L, City of Mandeville Ordinance 12-21

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value that violates State or Municipal Public Ethics laws, or any other illegal activity, that is likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Mandeville

Engineer: JV Burkes & Associates, Inc.

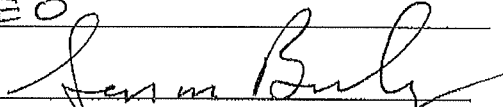
By: Donald J. Villere

By: Sean Burkes

Title: Mayor

Title: CEO

Signed: 

Signed: 

Dated: 3/15/15

Dated: 3-16-15

Engineer License or Firm's Certificate No. EF. 0001269
State of: Louisiana

Address for giving notices:
Principal Engineering, Inc.

Address for giving notices:
JV Burkes & Associates, Inc.

1011 N. Causeway Blvd, Suite 19

1805 Shortcut Highway

Mandeville, LA 70471

Slidell, LA 70458

Designated Representative (Paragraph 8.03.A):
Henry I. DiFranco, Jr.

Designated Representative (Paragraph 8.03.A):
Sean Burkes

Title: President

Title: CEO

Phone Number: (985) 624-5001

Phone Number: (985) 649-0075

Facsimile Number: (985) 624-5303

Facsimile Number: (985) 649-0154

E-Mail Address: henry@pi-aec.com

E-Mail Address: sburkes@jvburkes.com

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Conceptual Design Phase

A. Upon written authorization from Owner, Engineer shall:

1. Prepare Conceptual Design Phase documents consisting of conceptual design report, design criteria, conceptual drawings, outline specifications, and written descriptions of the Project.
2. Engineer shall perform all land surveying services and surveying work required. Engineer shall be responsible for informing Owner of any servitudes, easements, rights-of-way, or other acquisitions needed for the project.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Prepare an opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Furnish 4 review copies of the 30% Conceptual Design Phase documents and any other deliverables to Owner within **120** calendar days of authorization to proceed with this phase, and review them with Owner. Within **15** calendar days of receipt, Owner shall submit to Engineer any comments regarding the Conceptual Design Phase documents and any other deliverables.

When accepted by Owner, Conceptual Design Phase documents will be forwarded to LADOTD for review and comment. Engineer's services under the Conceptual Design Phase will be considered complete on the date when the Conceptual Design Phase comments provided to Engineer from LADOTD have been fully annotated and annotations accepted by LADOTD.

A1.02 Preliminary Design Phase

A. After approval in writing by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, 65% preliminary drawings, and outline specifications.
 2. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 3. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 4. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: See Exhibit J.
 5. Furnish 4 review copies of the 60% Preliminary Design Phase documents and any other deliverables to Owner within **120** calendar days of authorization to proceed with this phase, and review them with Owner. Within **30** calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 4 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within **15** calendar days after receipt of Owner's comments.
- B. When accepted by Owner, Preliminary Design Phase documents will be forwarded to LADOTD for review and comment. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase comments provided to Engineer from LADOTD have been fully annotated and annotations accepted by LADOTD.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: See Exhibit J.
 5. Within **90** days from Notice to Proceed, prepare and furnish four (4) copies of 95% bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within **30** days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions. Within **15** days of receiving City comments, prepare and furnish 100% pre-final bidding documents for review. Within **15** days of receipt, Owner shall submit to Engineer any comments.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 4 final copies of the bidding documents, two cd's or dvd's with electronic file of plans in pdf and AutoCad (AutoCad 2010 or later) and electronic file of specifications in pdf and text format), a revised opinion of probable Construction Cost, and any other deliverables to Owner within 7 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner, and when LADOTD has accepted same submittals as complete.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is (one prime contract). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents. Engineer shall provide all copies of the bidding documents requested by licensed contractors at no additional compensation.~~
- ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: See Exhibit J~~

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. Engineer shall provide Contractor with 5 complete copies of the contract documents. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
 - ~~2. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
 - ~~3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~

4. ~~Schedules:~~ Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. ~~Baselines and Benchmarks:~~ As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
6. ~~Visits to Site and Observation of Construction:~~ In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. ~~Defective Work:~~ Recommend to Owner to Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the

Contract Documents, or (e) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. ~~*Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
10. ~~*Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
11. ~~*Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
12. ~~*Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
13. ~~*Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~

~~14. *Applications for Payment:* Based on Engineer's observations and on review of Applications for Payment and accompanying supporting documentation:~~

- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
- ~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~15. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

~~16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any~~

objections of Owner, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

~~17. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: See Exhibit J.~~

~~18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required through no fault of Engineer after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

A1.06 *Post-Construction Phase*

~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post Construction Phase tasks or deliverables: See Exhibit J. In addition, Post Construction Services includes the preparation and submittal of 2 sets of Project Record Documents and Drawings within 60 days of final~~

~~acceptance of the project. Engineer shall revise any Owner comments and submit 2 sets and electronic versions (as required in Final Design) of final Record Documents within 30 days of receipt of the comments. Upon submittal of record documents, Engineer shall submit Resident Inspectors Field Books, Daily Diaries, Operation Manuals and any other project documents to the Owner.~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining

process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

22. Overtime work requiring higher than regular rates.

25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- B. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that

exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information if needed must be identified and requested by Engineer and Owner will determine if Additional Services are necessary; data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 5. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Basic Services of Design, Bidding and Construction Administration
Basic Services

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, lump sum amounts, as follows:

1. A Lump Sum amount of **\$136,010.00** based on a construction cost estimate of **\$2,900,000** and 70 percent of ASCE Curve A. (The estimated distribution of compensation for the Basic Services in a. through c.; and an amount equal to the number of hours expended by employee classification multiplied by the hourly rates included in this Exhibit C under paragraph 5, for the Basic Services d. and e.)
 - a. Conceptual Design **\$10,000.00** (lump sum)
 - b. Preliminary Design **\$77,435.00** (lump sum)
 - c. Final Design **\$48,575.00** (lump sum)
 - d. Bidding and Negotiating Phase **\$ 2,000.00** (hourly, not-to-exceed)
 - e. Construction Phase **\$ 5,000.00** (hourly, not-to-exceed)
2. Engineer may alter the distribution of compensation (a. through c.) between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

5. Hourly rates and expenses used to determine payment to Engineer for services under 1(d.) and 1(e.) shall be in accordance with the J.V. Burkes and Associates Rate Sheet dated April 7, 2014, consisting of two pages, attached to this contract.

B. *Period of Service:* The compensation amount stipulated is conditioned on a period of service not exceeding 36 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C2.02 Compensation for Supplemental Services:

A. Signal Timing, West Service Road to St. Ann: Owner shall pay Engineer a lump sum of \$15,000.00.

B. Geotechnical Investigation and Report: Owner shall pay Engineer a lump sum of \$4,950.00.

C. Topographic Survey: Owner shall pay Engineer a lump sum equal to actual cost plus 10%, not to exceed a total of \$95,000.00. Subconstituent proposal for topographic survey shall be approved by the Owner.

C2.03 City of Mandeville Ordinance 12-21: Engineer shall comply with Ordinance 12-21, included herein as Exhibit L.

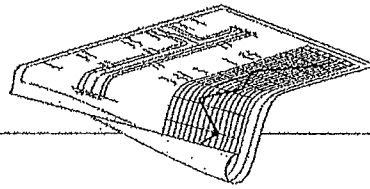
J.V. Burkes & Associates

Engineering ♦ Surveying ♦ Planning ♦ Environmental

1805 Shortcut Highway
Slidell, LA 70458

Phone: (985) 649-0075
Fax: (985) 649-0154

www.jvburkes.com



2014 RATE SHEET & SERVICES

ITEMIZED PRICE LIST – EFFECTIVE APRIL 7, 2014

Engineering Personnel

Principal Engineer	\$165/hr
Engineer	\$125/hr

Surveying Personnel

Principal Surveyor	\$165/hr
Surveyor	\$145/hr
Survey Party Chief	\$85/hr
Field Surveying Crew includes standard equipment	\$160/hr

Environmental Personnel

Environmental Scientist	\$95/hr
Wetland Delineation Team	\$125/hr

Planning and Technical Personnel

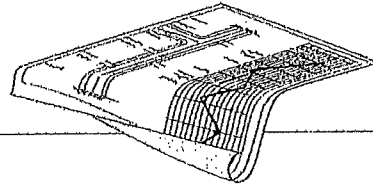
CAD Illustrator	\$95/hr
CAD Draftsman	\$65/hr
Non-Administrative Researcher	\$65/hr
Administrative Researcher	\$35/hr

Equipment

ATV – 4 wheeler	\$85/day
Pirogue	\$50/day
Flat Bottom Boat with Motor	\$250/day
Surveying Boat with Cabin	Call for Quote
Digital Camera	\$5/day
GPS – Trimble for Wetland Delineations	\$40/day
GPS – Leica	\$55/day
Auto/Fuel Charges	\$0.58/mile

J.V. Burkes & Associates

Engineering ♦ Surveying ♦ Planning ♦ Environmental



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Slidell, LA 70458

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Fax: (985) 649-0154

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2014 Rate Sheet and Services (continued)

Miscellaneous Charges

Color Copies:	8-1/2" x 11"	\$1.50/copy
	8-1/2" x 14"	\$2.00/copy
	11" x 17"	\$3.00/copy
Copies:	8-1/2" x 11"	\$0.10/copy
	8-1/2" x 14"	\$0.15/copy
	11" x 17"	\$0.25/copy
Drawing Copies (Bond)		
	18" x 24"	\$3.00/copy
	24" x 36"	\$6.00/copy
	30" x 42"	\$8.75/copy
Drawing Copies (Vellum)		
	18" x 24"	\$8.00/copy
	24" x 36"	\$12.00/copy
	30" x 42"	\$17.00/copy
Delivery		
	FedEx, UPS, USPS, etc.	actual cost + 15%
	Local Courier	actual cost + 15%

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care used by members of the engineering profession practicing at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 Designing to Construction Cost Limit

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$2,900,000.
- B. A bidding or negotiating contingency of 5 percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices, or (4) cancel the Project. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

US 190 @ LA 22 Recommendations
 LADOTD District 62 - Stage 0 Feasibility Study
 Opinion of Probable Cost

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
202-01-00100	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	15,000.00	15,000.00
203-01-00100	GENERAL EXCAVATION	C.Y.	10600	4.50	47,700.00
203-03-00100	EMBANKMENT	C.Y.	300	7.50	2,250.00
203-08-00100	GEOTEXTILE FABRIC	S.Y.	10600	1.75	18,550.00
302-02-06000	CLASS II BASE COURSE (12" THICK)	S.Y.	10400	60.00	624,000.00
502-01-00100	SUPERPAVE ASPHALTIC CONCRETE	TON	3800	110.00	418,000.00
502-01-00100	SUPERPAVE ASPHALTIC CONCRETE (FOR EXISTING ROADWAY)	TON	5700	110.00	627,000.00
713-01-00100	TEMPORARY SIGNS AND BARRICADES	L.S.	1	15,000.00	15,000.00
722-01-00100	PROJECT SITE LABORATORY	EACH	1	7,500.00	7,500.00
723-01-00100	GRANULAR MATERIAL (NET SECTION 2')	C.Y.	7000	28.00	196,000.00
727-01-00100	MOBILIZATION	L.S.	1	30,000.00	30,000.00
729-01-00100	SIGN (TYPE A)	S.F.	110	35.00	3,850.00
729-08-00100	MOUNTING (2 1/2" SIZE POST)	EACH	12	825.00	9,900.00
731-02-00100	REFLECTORIZED RAISED PAVEMENT MARKINGS	EACH	600	5.50	3,300.00
732-01-01040	PLASTIC PAVEMENT STRIPING (8" WIDTH)(THERMOPLASTIC 90 MIL)	L.F.	500	2.50	1,250.00
732-01-01080	PLASTIC PAVEMENT STRIPING (24" WIDTH)(THERMOPLASTIC 90 MIL)	L.F.	350	3.50	1,225.00
732-02-01000	PLASTIC PAVEMENT STRIPING (SOLID LINE)(4" WIDTH)(THERMOPLASTIC 40 MIL)	MILE	7.1	1,100.00	7,810.00
732-03-01000	PLASTIC PAVEMENT STRIPING (BROKEN LINE)(4" WIDTH)(THERMOPLASTIC 40 MIL)	MILE	4.8	753.00	3,614.40
732-04-01020	PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - LEFT TURN)	EACH	24	230.00	5,520.00
732-04-01100	PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - RIGHT TURN)	EACH	8	230.00	1,840.00
739-01-00100	HYDRO SEEDING	ACRE	1	1,600.00	1,600.00
740-01-00100	CONSTRUCTION LAYOUT	L.S.	1	15,000.00	15,000.00
NS-500-00340	SAW CUTTING ASPHALTIC CONCRETE PAVEMENT	PER IN PER LIN. FT	3600	2.25	8,100.00
NS-700-00120	DYNAMIC MESSAGE SIGN UNIT	EACH	2	1,500.00	3,000.00
NS-000-00000	MODIFICATION TO EXISTING TRAFFIC SIGNAL	EACH	2	125,000.00	250,000.00
NS-000-00000	DRAINAGE SYSTEM	L.S.	1	200,000.00	200,000.00
SUB-TOTAL=					2,517,009.40
15% CONTINGENCY=					377,551.41
TOTAL=					2,894,560.81

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

a. General Liability

Each Occurrence	<u>\$1,000,000.00</u>
Damage to Rented Premises (Ea Occurrence)	<u>\$100,000.00</u>
Medical Expense (Any one person)	<u>\$5,000.00</u>
Personal & ADV Injury	<u>\$1,000,000.00</u>
General Aggregate	<u>\$2,000,000.00</u>
Products -- Comp/Op AGG	<u>\$1,000,000.00</u>

City of Mandeville and City Engineer shall be named as additional insured and a waiver of subrogation in favor of City of Mandeville and City Engineer shall be indicated on the insurance certificate.

b. Automobile Liability

Hired & Non-Owned	<u>\$1,000,000.00</u>
Any Auto & All Owned	<u>\$1,000,000.00</u>

City of Mandeville and City Engineer shall be named as additional insured and a waiver of subrogation in favor of City of Mandeville and City Engineer shall be indicated on the insurance certificate.

c. Workers Compensation and Employers' Liability

Workers Compensation	<u>Statutory Limits</u>
E.L. Each Accident	<u>\$500,000.00</u>
E.L. Disease (EA Employee)	<u>\$300,000.00</u>
E.L. Disease (Policy Limit)	<u>\$500,000.00</u>

A waiver of subrogation in favor of the City of Mandeville and City Engineer shall be indicated on the insurance certificate.

d. Professional Liability

Per Claim Limit and Aggregate Limit	<u>\$1,000,000.00</u>
-------------------------------------	-----------------------

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. Owner and Engineer agree that, at the Owner's option, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to Arbitration in accordance with rules of the American Arbitration Association, by a mutually agreed upon arbitrator. The award by the Arbitrator(s) shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10,11). If the Owner opts to forgo arbitration, the Dispute shall be resolved by a court of competent jurisdiction.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Special Provisions

Engineer shall design the project in general accordance with the scope recommended to Owner in the document "US 190 / LA 22 Recommendations", prepared by District 62 Traffic Operations Section, summarized below. The project is to be executed under the DOTD Urban Systems Program, and Engineer shall perform work under this scope so as to be acceptable to the DOTD.

SCOPE OF WORK

Design geometric roadway improvements to the US 190 & LA 22 east-west roadway segment at the interchange with N. Causeway Blvd, generally between the service road intersections; but including additional roadway length to the east and west of those intersections as required to transition to recently completed improvements (US 190 to the east) and contemplated improvements (LA 22 to the west). Design geometric roadway improvements to the on/off ramps at the interchange, and on the intersecting service roads in the vicinity of the intersections. Perform signal, drainage, and roadside design as required. As supplemental service, develop signal timing between and inclusive of the west service road/LA 22 intersection and the St. Ann/US 190 intersection.

Bidding and construction phase services will be limited to technical commentary when requested by the Owner, as the DOTD will perform the bidding; and either DOTD or the Owner will perform Construction Phase Services.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____
 - a. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

This is EXHIBIT L, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

1 THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION
2 BY COUNCIL MEMBER MADDEN; SECONDED FOR INTRODUCTION
3 BY COUNCIL MEMBER ELLIS; MOVED FOR ADOPTION BY COUNCIL
4 MEMBER ELLIS; AND SECONDED FOR ADOPTION BY COUNCIL
5 MEMBER BURGUIÈRES
6

7 ORDINANCE NO. 12-21
8
9

10 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
11 MANDEVILLE ESTABLISHING POLICIES AND PROCEDURES FOR
12 ALL ENGINEERING CONTRACTS IN WHICH THE CITY OF
13 MANDEVILLE IS A PARTY; AND PROVIDING FOR OTHER MATTERS
14 IN CONNECTION THEREWITH

15
16 WHEREAS, Section 3-05 of the Mandeville Home Rule Charter states that the
17 Mayor, as Chief Executive Officer of the City, shall sign contracts, deeds and other
18 obligations on behalf of the City as authorized by the City Council; and
19

20 WHEREAS, the City Council desires to establish policies and procedures
21 consistent with State Law for contracts for all engineering professional services in which
22 the City is a party; and
23

24 WHEREAS, the City Council desires to add an additional management tool that
25 will have the added benefit of providing for transparency in the employment of outside
26 engineers.
27

28
29 NOW, THEREFORE, be it ordained by the City Council of the City of Mandeville
30 that the following policies and procedures are established:
31

- 32 1. All engineering contracts in which the City of Mandeville is a party shall include
33 the following contract language:
34 a. The engineering firm shall maintain records of the amount of time (in
35 minimum increments of 15 minutes) date, and hourly rate that each
36 employee, consultant or subcontractor spends on the project.
37 b. Whenever a request for payment is made by the engineering firm, or
38 when the project is completed, or every six months from the date of the
39 original contract is signed, the authorized representative of the
40 engineering firm shall submit a certification to the City attesting to
41 the time, date and hourly rate each employee, consultant or subcontractor
42 spends on the project.
43 2. The City Attorney or Assistant Attorney for the City of Mandeville shall include a
44 signed and dated certification at the end of each engineering contract
45 confirming that:
46 a. He/She has reviewed the contract on behalf of the City of Mandeville
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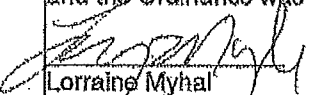
BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon the signature of the Mayor of the City of Mandeville; and

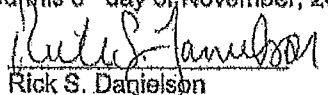
BE IT FURTHER ORDAINED, that the clerk of this Council be and she is hereby authorized and instructed to take such action as she deems necessary or advisable to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES: 5 (Danielson, Madden, Ellis, Buchholz, Burguières)
NAYS: 0
ABSENT: 0
ABSTENTION: 0

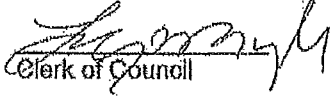
and the Ordinance was declared adopted this 8th day of November, 2012.


Lorraine Myhal
Clerk of Council


Rick S. Danielson
Mayor Pro Tem

SUBMITTAL TO MAYOR

The foregoing Ordinance was SUBMITTED by me to the Mayor of the City of Mandeville this 9th day of November, 2012 at 9:20 o'clock a.m.


Clerk of Council

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby APPROVED, this 9th day of November, 2012 at 9:30 o'clock a.m.


Donald J. Villere, Mayor

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby VETOED, this _____ day of _____, 2012, at _____ o'clock _____m.

Donald J. Villere, Mayor

RECEIPT FROM MAYOR

The foregoing Ordinance was RECEIVED by me from the Mayor of the City of Mandeville this 9th day of November, 2012 at 9:35 o'clock a.m.


Clerk of Council

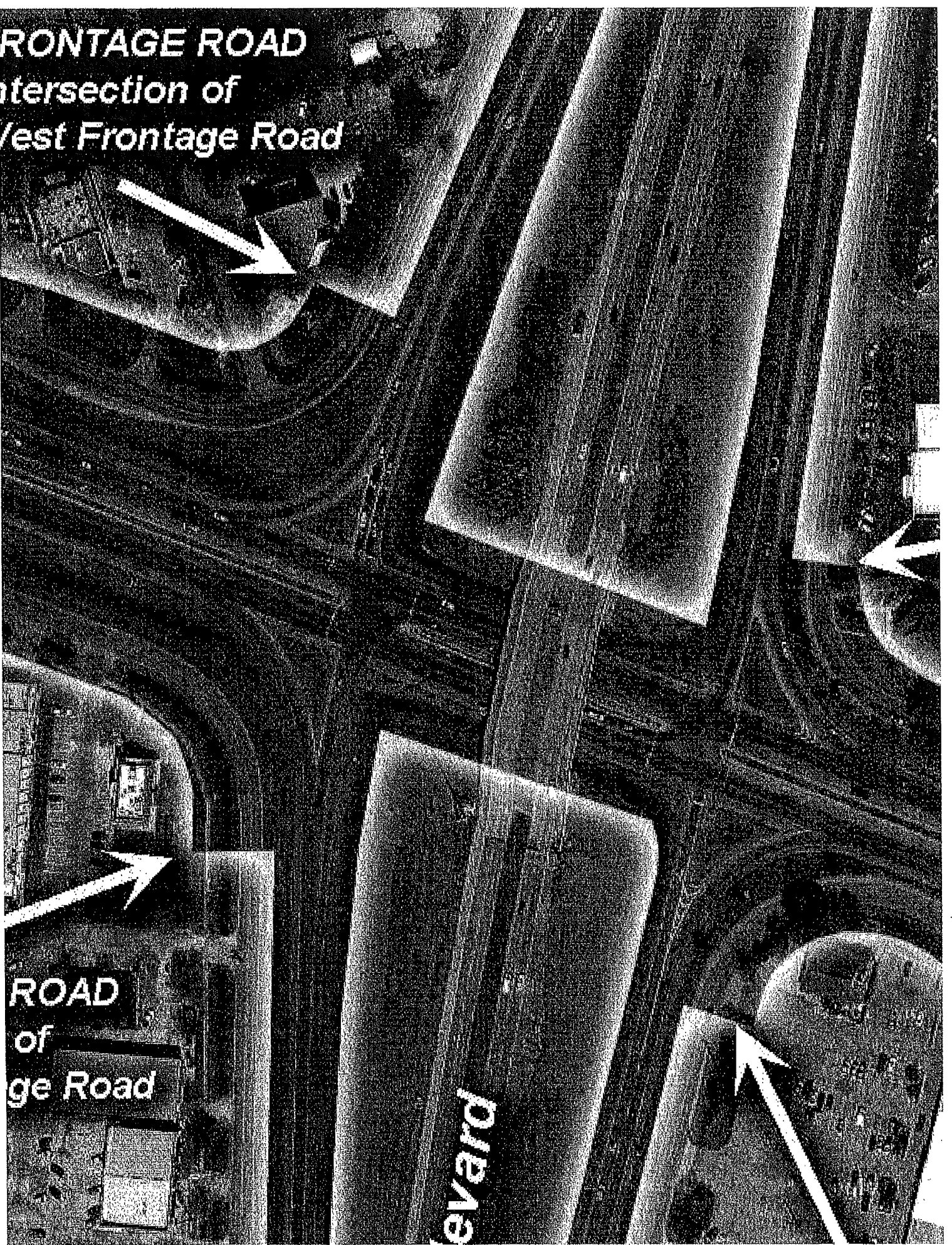
FRONTAGE ROAD
Intersection of
West Frontage Road



ROAD
of
ge Road



levard



THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER BUCHHOLZ; AND SECONDED FOR ADOPTION BY COUNCIL MEMBER BURGUIERES

RESOLUTION NO. 15-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND J.V. BURKES & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LA 22 AND HIGHWAY 190 INTERSECTION IMPROVEMENTS IN THE AMOUNT OF \$136,010 FOR BASIC SERVICES, PLUS AN HOURLY RATE FOR THE BIDDING, NEGOTIATION AND CONSTRUCTION PHASES NOT TO EXCEED \$7,000, PLUS COMPENSATION FOR SUPPLEMENTAL SERVICES TO INCLUDE SIGNAL TIMING, GEOTECHNICAL REPORTING AND A TOPOGRAPHIC SURVEY; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Mandeville desires to improve the intersection of LA 22 and Highway 190 under the LA 22/HWY 190 improvements project; and

WHEREAS, the estimated construction cost of the project is \$2,900,000; and

WHEREAS, J.V. Burkes & Associates, Inc. was found to be the most qualified applicant; and

WHEREAS, The City of Mandeville desires to execute an agreement between The City of Mandeville and J.V. Burkes & Associates, Inc. for basic professional engineering services for LA 22/HWY 190 improvements project in the amount of \$136,010 plus compensation for supplemental services; and

WHEREAS, basic services shall include an hourly rate for the bidding, negotiating and construction phases not to exceed \$7,000; and

WHEREAS, compensation for supplemental services include: (1) \$15,000 for signal timing for West Service Road to St. Ann, (2) \$4,950 for geotechnical investigation and report, and (3) 10%, not to exceed a total of \$95,000 for a topographic survey; and

WHEREAS, the scope of work will include engineering services as described in the attached Exhibit A, under the terms and conditions contained in the Professional Services Agreement which attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 12th day of February, 2015 that the Mayor is authorized to execute an agreement between The City of Mandeville and J.V. Burkes & Associates, Inc. in the amount of \$136,010 for basic professional engineering services, plus an hour rate for the bidding, negotiating and construction phases not to exceed \$7,000, plus compensation for supplemental services (1) \$15,000 for signal timing for West Service Road to St. Ann, (2) \$4,950 for geotechnical investigation and report, and (3)

10%, not to exceed a total of \$95,000 for a topographic survey for the LA 22/HWY 190 improvements project.

With the above Resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:	5(Danielson, Madden, Ellis, Buchholz, Burguieres)
NAYS:	0
ABSENT:	0
ABSTENTIONS:	0

and the Resolution was declared adopted this 12th day of February, 2015.

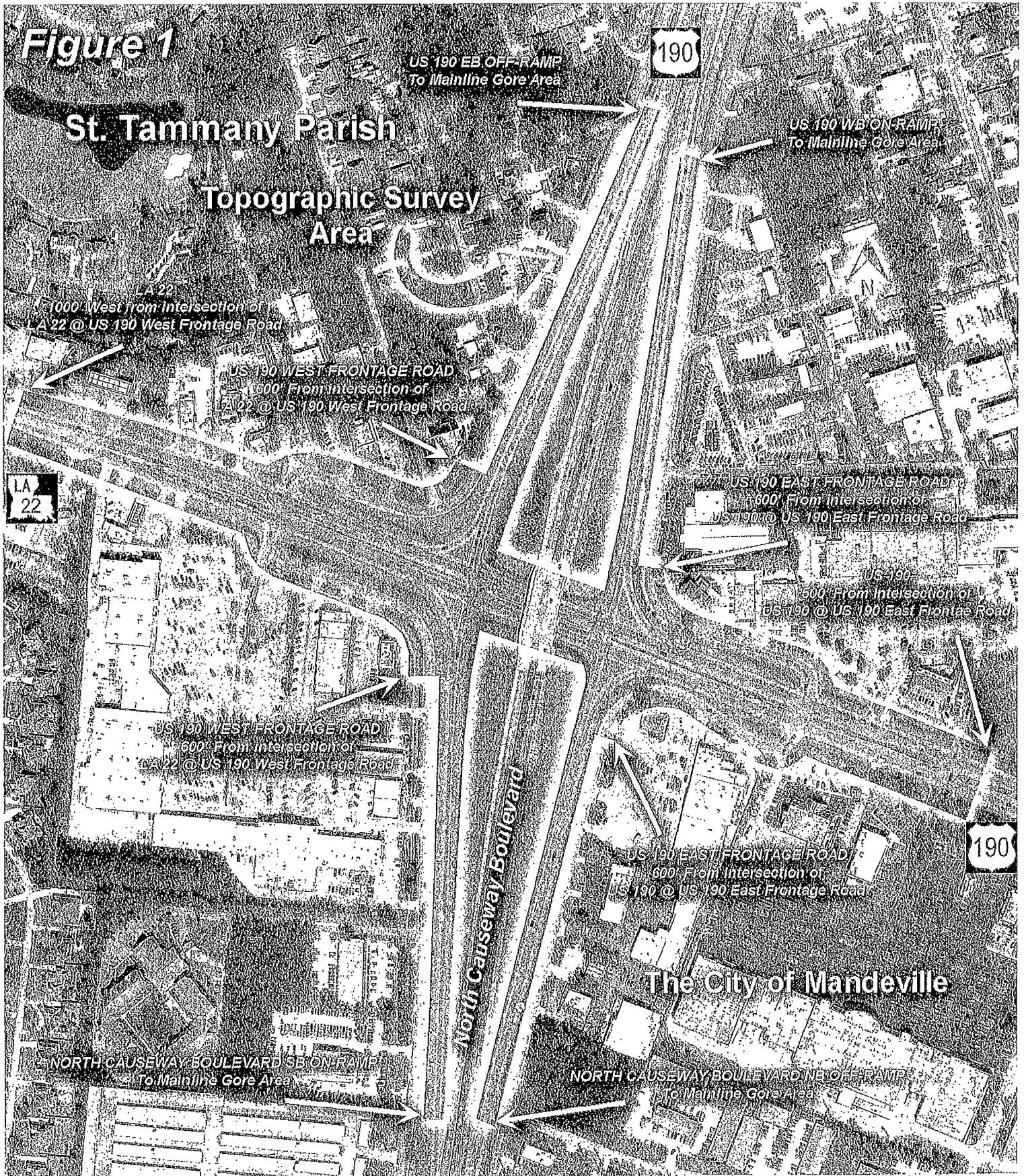


Lorraine Chotin
Clerk of Council



Rick S. Danielson
Council Chairman

Figure 1



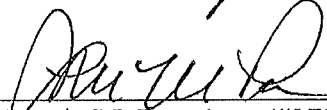
CERTIFICATION OF REVIEW BY CITY ATTORNEY

I hereby certify that I have reviewed a copy of the above and foregoing contract:

**Agreement Between Owner and Engineer for Professional Engineering Services
LA 22/Hwy 190 Intersection Improvements**

for the City of Mandeville pursuant to City Ordinance No. 12-21 this date, hereby approve of the contract as to form and content.

Mandeville, Louisiana this 5th day of February, 2015.



Laurie M. Pennison (#27275)
Assistant City Attorney

CODE OF CONDUCT

A. POLICY STATEMENT.

The citizens of the City of Mandeville rightfully expect elected municipal officials, unclassified employees and appointed personnel to adhere to the highest standards of professional and ethical conduct in the performance of their duties and responsibilities. The City of Mandeville Personnel Policies and Police Standard Operating Procedures Manual specifies the conduct of the classified civil service employee so that this code does not apply to this class of city employees. This code applies to the following persons:

1. Elected municipal officials of the City of Mandeville.
2. Unclassified employees of the City of Mandeville.
3. Persons appointed or elected to the various boards and commissions of the City of Mandeville.
4. Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

While this document in and of itself is not punitive in nature, it complements the existing laws incorporated in the Louisiana State Code of Ethics and other existing policies that cover persons employed by the City of Mandeville. All elected municipal officials, unclassified employees and appointed personnel of the city in whatever capacity should know that infractions of this Code of Conduct may also be violations prohibited by state ethical rules and regulations which do carry punitive provisions.

Every person covered by this Code has a unique position of trust in the community and, therefore, assumes a special responsibility to act with the highest standards of honesty, fidelity and fairness. Said persons should conduct themselves in a manner that merits public trust and confidence.

B. PURPOSE OF THIS POLICY.

Section 7-02 of the City Charter for the City of Mandeville provides that "All officers and employees of the city government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of the persons covered by this code which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for the city to successfully project the best image possible.

C. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED, UNCLASSIFIED EMPLOYEES AND APPOINTED PERSONNEL.

All persons in each category as defined by the above title shall sign a copy of this Code of Conduct thereby acknowledging that they have received a copy and understand that it is therefore their responsibility to comply with this Code of Conduct and any revisions to it as follows:

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of the city and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.
2. Accept the responsibility that any improper conduct can reflect negatively on the public image of the city and bring embarrassment and discontent to the citizens of the city. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct except Contractors. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected municipal officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code, except Contractors, shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.
4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to the City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning the City, City personnel or proceedings of the City.

D. CONTRACTORS.

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official

act or decision, or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

That all Contractors shall sign an affidavit in the form attached hereto as Attachment A as a condition of their contract with the City of Mandeville.

E. COMPLAINTS.

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to the City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. If such complaint alleges ethical violations, then the City Attorney shall recommend to the person making the complaint that he or she forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to: Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

ATTACHMENT "A"
CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared: Sean Burkes;
if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that
the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of
J.V. Burkes Assoc. and that he/she is familiar with the Code of Governmental Ethics contained in
Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City
of Mandeville, and

That, J.V. Burkes Assoc. will conform to the provisions in the Code of Environmental Ethics and the
Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana, and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the
contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there
shall be a statement in every subcontract to that effect.

WITNESSES:

CONTRACTOR:

By:

Sean Burkes

[Signature]

Sworn to and subscribed before me this 17 day of March, 2015

Maudie F. Griffiths
MAUDIE F. GRIFFITHS
38379

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared:

SEAN M. BURKES

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

Choose A or B. If Option A is indicated please include the requested attachment.

Disclosure No. 1

A. Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B. _____ Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. _____ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B. I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. _____ I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

B. I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

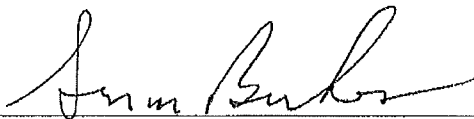
Disclosure No. 4

A. This affidavit **Is** being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.

B. This affidavit **Is Not** being submitted on behalf of a corporation, LLC, or other legal entity.


The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.



SEAN BURKES, AFFIANT

SWORN TO AND SUBSCRIBED before
me this 17 day of March 2015



MAUDE F. GIFFORD, Notary
Bar-Reg # 30379
My Commission Expires with life

Contributions to Council Members or Mayor of the City of Mandeville

Date of Contribution	Amount	Recipient(s)
5.8.13	500 ⁰⁰	Donald Villere Campaign

Debts Owed to Appointed or Elected Officials of the City of Mandeville

Amount of Debt	Elected or Appointed Official Owed Debt



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Louisiana, LLC Brown & Brown of Baton Rouge 6300 Corporate Blvd, Ste 250 BATON ROUGE, LA 70809 Brown & Brown South Carolina	CONTACT NAME: TIm DeMars, CIC
	PHONE (A/C, No, Ext): 225-763-5600 FAX (A/C, No): 225-763-5650
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: *Amer Cas Co of Reading PA	NAIC # 20427
INSURER B: *General Ins Co of America	24732
INSURER C: *Continental Casualty Company	20443
INSURER D: *LA WORKERS COMP CORP	22350
INSURER E: *Atlantic Specialty Insurance	27154
INSURER F: *Continental Casualty Company	20443

INSURED J.V. Burkes & Associates, Inc.
1805 Shortcut Highway
Slidell, LA 70458

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADPL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2097199803	08/16/2014	08/16/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			24CC2265128	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			5095747517	08/16/2014	08/16/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	126060-D JOHN BURKES EXCL	08/15/2014	08/15/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Protection & Indem			LIGP14-1393	08/15/2014	08/15/2015	Limit 1,000,000
F	Professional Liab			AEH25408859	02/04/2015	02/04/2016	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract, Certificate holder is Additional Insured on General Liab/Auto/Umbrella and granted Waiver of Subrogation on General Liab/Auto/Umbrella/Workers Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

CITY310 City of Mandeville and City Engineer 3101 East Causeway Approach Mandeville, LA 70448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ____; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER ____

ORDINANCE NO. 22-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE DECLARING CERTAIN ITEMS AS SURPLUS AND NO LONGER NEEDED FOR CITY USE; AUTHORIZING THE MAYOR TO EXCHANGE OR DONATE SURPLUS ITEMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville is the owner of the items listed in the attached exhibit “A”;
and

WHEREAS, these items and vehicles are no longer needed for City use and should be declared surplus; and

WHEREAS, an advertisement for bids for the items should be run in a local paper by the auction company on behalf of the City and the Mayor should be authorized to sell the items to the highest bidder.

NOW, THEREFORE, be it ordained by the City Council of the City of Mandeville that the items listed in exhibit “A” shall be declared surplus and no longer needed for City use

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville be authorized to advertise for bids, accept the highest bidders and execute the necessary documents by which to convey the items to the highest bidders in “as is” condition; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon the signature of the Mayor of the City of Mandeville; and

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and instructed to take such action as she deems necessary or advisable to promulgate the provisions of this ordinance.

The Ordinance being submitted to a vote, the vote thereon was as follows:

AYES:	0
NAY:	0
ABSTENTIONS:	0
ABSENT:	0

and the ordinance was declared adopted this __th day of January, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Exhibit "A"

CITY HALL

MAKE	MODEL	SERIAL	DESCRIPTION
DELL	P2210t	P2210t	Monitor
DELL	P2210t	P2210t	Monitor
DELL	P2210t	P2210t	Monitor
DELL	P2210t	P2210t	Monitor
DELL	P2211Ht	P2211Ht	Monitor
DELL	P2210t	P2210t	Monitor
DELL	Optiplex 9020	CJTYX12	Desktop Computer
DELL	Optiplex 9010	18WZQW1	Desktop Computer
DELL	Optiplex 9010	18V1RW1	Desktop Computer
DELL	Optiplex 9010	18W0RW1	Desktop Computer
DELL	Optiplex 9010	18X0RW1	Desktop Computer
DELL	Optiplex 9010	18V2RW1	Desktop Computer
DELL	Optiplex 9010	18W2RW1	Desktop Computer
DELL	Optiplex 990	BG698V1	Desktop Computer
DELL	Optiplex 9010	18W1RW1	Desktop Computer
DELL	Optiplex 9010	18C0RW1	Desktop Computer
DELL	Optiplex 9020	9GN3V62	Desktop Computer
DELL	Optiplex 9020	FK6SZ12	Desktop Computer
DELL	Optiplex 9020	FK6TZ12	Desktop Computer
DELL	Optiplex 990	BG688V1	Desktop Computer
DELL	Optiplex 980	J3N1PN1	Desktop Computer
DELL	Optiplex 3020	2CQTH02	Desktop Computer
DELL	Panasonic CF-53	CF-53SAMZYLM	Desktop Computer
DELL	Panasonic CF-53	CF-53AAGZX1M	Desktop Computer
DELL	Latitude E6510	422KYN1	Desktop Computer
DELL	Optiplex 9010 AIO	8HKNQW1	Desktop Computer
DELL	Optiplex 9030 AIO	5S2QN22	Desktop Computer
DELL	Optiplex 5270 AIO	5MDFN23	Desktop Computer
Aruba	IAP-225	40NF022	Access Point
Aruba	IAP-225	4WMF022	Access Point
Aruba	IAP-225	9YMF022	Access Point
Aruba	IAP-225	CLLF022	Access Point
Aruba	IAP-225	H0NF022	Access Point
Aruba	IAP-225	7WMF022	Access Point
Aruba	IAP-225	8ZMF022	Access Point
Aruba	IAP-225	HXLF022	Access Point

POLICE DEPARTMENT

MONITORS (18)

AOpen (3): Model # F90GS (3)

DELL (11): Model # 2009Wt (4) P2213t (3) 1905FP (1)

U221Ht (1) E178FPb (1) P2719H (1)

NEC (2): Model # LCD2170NX-BK (1) AS242W-BK (1)

ACER (1): Model # AL1516A (1)

ViewSonic (1): Model # VS11280 (1)

CPUs (18)

OPTIPLEX 9010 (4): Service Tags 19J2RW1, 19K0RW1, 19J1RW1, DV5VSW1

OPTIPLEX 990 (8): Service Tags BG988V1, BGB98V1, BG978V1, BGC88V1, BGC98V1, JWBPXQ1, JWCQXQ1, (no tag)

OPTIPLEX 755 (1): Service Tag HYRF5H1

OPTIPLEX 9020 (2): Service Tags 615ZY12, 6154Z12

OPTIPLEX 960 (3): Service Tags 1DBHMM1, 1DBJMM1, 1DBKMM1

SERVER RACK (1)

SWITCH RACKS (2)

JEFFERSON ST

MONITORS (12)

NEC (1): Model # E222W-BK

DELL (11): Model # P2213t (5) P2217Hb (2) 2009Wt (2) No Model # (2)

CPUs (3)

OPTIPLEX 990 (2): Service Tags BGB78V1, JWCMTXQ1

OPTIPLEX 9020 (1): Service Tag 9GNOC62

PUBLIC WORKS

MONITORS (13)

DELL (13): Model # 2009Wt (3) P2213t (5) 2007WFPb (1) 1907FPt (1) ST2410b (1)
P2314Ht (1) E2214Hb (1)

CPUs (17)

OPTIPLEX 9010 (6): Service Tags 19D2RW1, 19F1RW1, 19C2RW1, 19D0RW1, 19D1RW1, 19F2RW1

OPTIPLEX 990 (6): Service Tags 16RBPS1, 16RCPS1, 16S8PS1, 16RGPS1, 16RFPS1, 16RDPS1

OPTIPLEX 745 (1): Service Tags 10097DI

OPTIPLEX 755 (1): Service Tag H1SZXH1

OPTIPLEX 9020 (1): Service Tag 1H7XB42

OPTIPLEX 960 (1): Service Tag BNW6SL1

T1500 (1): Service Tag CWRJPL1

3 rolling desk chairs

MANDEVILLE PW - SURPLUS FOR AUCTION- 2022

NAME	DISCRPTION	MODEL #	SERIAL #
2" water meter	w/gates valve, hydrandt on one end & hose on the other end	HPFHM	#16757
2" water meter	hydrandt on one end 7 male thread on other end	RG3	#72000009
1 1/2 water meter	ball valve & hydrandt connection one end	AMCO	#72000009
2" water meter	backflow & hose connection on other end	Neptune T10	#60607987
1 1/2" backflow preventer	Large pipe cutter, *missing one side of it *	Watts MIOT RP	#423505
3 GasTech calibration	gas mixture w/regulators w/case *empty tanks*		
Water leak locator	brans MetroTech w/case		
MSA Air mask.	Cylinder w/ case	#386678	#NFS49073
Auti-Larm	with case		#EG015998
MSA Air mask	Cylinder w/case	#386678	#NG089121
Auti-Larm	w/case		#EG098538
Ditch Witch Air regulator 3/4"			
MSA Gas mask	w/case & filter		#7-203
Drilling machine	13/16"	Mueller Model E4	

U S Saws Air saw	Ductile iron cutting saw w/diamond chain		SN#103297
Stanley cutting shear tool	corded	#U212.01	#751959
3" Air mole	w/1 1/2" hose, hose cut up		
x2 Drager compressed	Air Breathing Apparatus tank		

9 Reliant Lagoon Masters

LAGOON MASTER - Sludge Activating Aerator

MANDEVILLE PW - SURPLUS FOR AUCTION- 2022

NAME	DISCRPTION	HORSE POWER	MODEL #	SERIAL #
Square D transformer	75KVA, Primary voltage 480, Secondary voltage 208Y/120	3PH	Style# : 34349-17212-064	
Jefferson Electric transformer	112.5KVA, Primary voltage 480 Delta, Secondary voltage 240 Delta/120CT	3PH	Category# 423-7257-00	
Dry Type Distribution transformer	112.5KVA, Primary voltage 480 Delta, Secondary voltage 208Y/120	3PH		Serial #: 110F00833
Reliance Electric Cork Screw Aerators	3 Phase, 480V, 1180RPM	25HP	Framesize: 324LPZ	
Reliance Electric Cork Screw Aerators	3 Phase, 480V, 1180RPM	25HP	Framesize: 324LPZ	
2 Stainless Steel Cork screw aerator pontoons				
Tesco sump termination panel				
2 Aerators				
2 Electric motors				
2 Sewage pumps				
1 CSI control panels				
Magnetic Flow meters 12"				
Gorman Rupp Pump	Self priming centrifugal pumps & motors		T4	
Hydromatic	460V 3PH	7.5HP	Model: S6LX750JB	Serial: S651219
Hydromatic	460V 3PH	40HP	S6L4000M4-6	S36891
Hydromatic	460V 3PH	7.5HP	S6L750M4-4	S43940
Goulds	230V single phase	5HP	WSS01203	
Goulds	230V single phase	5HP	WSS012D4	
Bio-way air scrubber				
9 Reliant Lagoon Masters	LAGOON MASTER - Sludge Activating Aerator			

MANDEVILLE PW - SURPLUS FOR AUCTION- 2022

NAME	DISCRPTION	HORSE POWER	MODEL #	SERIAL #
Echo	Weed Eater	25.4cc	SRM-266T	T42512019519
Echo	Weed Eater	25.4cc	SRM-266T	T42512019562
Echo	Weed Eater	25.4cc	SRM-266T	T42512019545
Echo	Weed Eater	25.4cc	SRM-266T	T42512019401
Echo	Edgers	25.4cc	PE-265	
Echo	Edgers	25.4cc	PE-265	
Echo	Edgers	25.4cc	PE-265	
Echo	Edgers	25.4cc	PE-265	
Echo	Edgers	25.4cc	PE-230	S7561203703
Echo	Edgers	25.4cc	PE-230	S75612023455
Echo	Hedge Trimmer Attachment		99944200595	
Target	Walk Behind Concrete Saw		MCSII-13H	
Honda	Portable Generators		EB500x	
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	165F-2*50068313*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168-2*50067797*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067997*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	165F-2*50067463*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067833*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067460*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	165F-2*50067794*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067464*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067460*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067464*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067239*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067239*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067805*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067665*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067453*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50067327*
Power Pro Powered by Wen Power	Portable Generators	6.5HP	3500Watt	168F-2*50068043*

				XL3100 Model: GU-372-31 Production ID: 3120069 Engine Displacement: 301 Engine SN: 90894400366242	600969 63120069
2004 Gradall Hydraulic Excavator	Excavator	6 Cylinder			ID#: >JKUK0413H01S30479< SN: 30479
2004? Kubota	Excavator			KX41-3V	
Gravelly Pro21XD	Push Mower	6.0HP		911253	000542
Gravelly Pro21XD	Push Mower	6.0HP		911253	000549
Parmac	Pallet Jack			GS	
Parmac	Pallet Jack			GS	
2006 Lide Industrial Fuel Tanks	6300 Gal. Fuel Tank. O.D 10ft	Height 11ft		F	11308 J-4443
2006 Lide Industrial Fuel Tanks	6300 Gal. Fuel Tank. O.D 10ft	Height 11ft		F	11309 J-4443

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER MCGUIRE; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

ORDINANCE NO. 22-32

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE LOT 11, SQUARE 82 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM B-1 NEIGHBORHOOD BUSINESS DISTRICT TO R-1 SINGLE FAMILY RESIDENTIAL DISTRICT;; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the property to be rezoned is described as Lot 11, Square 82, City of Mandeville, St. Tammany Parish, State of Louisiana, measuring 53.37' x 263.58', with a square footage of 14,067 per the survey prepared by Kelly McHugh & Assoc., Inc. dated September 19, 2022; and

WHEREAS, the property owner requested to rezone the property to R-1 single family residential, as they also own the adjacent lot 12 currently zoned R-1 and want to build a new residence on the two lots;

WHEREAS, single family residence is not permitted in the B-1 District, and rezoning would allow for a 106' x 263' lot.

WHEREAS, the request to rezone was first reviewed by the Zoning Commission on October 11, 2022 and recommended for approval by the Zoning Commission on October 25, 2022;

WHEREAS, the Zoning Commission found the down zoning of a parcel from B-1 to R-1 in order to construct a single family residence on Lot 11 & 12 to be compatible with the surrounding area;

BE IT ORDAINED by the City Council of the City of Mandeville that Lot 11, Square 82 as described below shall hereafter be zoned as R-1, Single Family Residential District

A CERTAIN PARCEL OF LAND together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions and appurtenances thereunto belonging or in anywise appertaining being situated in the City of Mandeville, Parish of St. Tammany, State of Louisiana and being described as lot 11 of Square 82 of the Town of Mandeville and more fully described as follows to wit:

Commence at the Southeast Corner of Square 82 and the intersection of the Westerly Right of Way of Colbert Street and the Northerly Right of Way of Colbert Street a distance of 252.84 feet to the Point of Beginning.

From the Point of Beginning and leaving said Westerly Right of Way North 59°37'20" West a distance of 263.58 feet to a point Thence North 29°07'25" East a distance of 53.58 feet to a point Thence South 59°34'47" East a distance of 264.56 feet to a point on said Westerly Right Way Thence Southerly along said Westerly Right of Way South 30°10'39" West a distance of 53.37 feet to the Point of Beginning, and containing 14,119.56 square feet or .32 acres of land more or less.

All as more fully shown on the survey by Kelly McHugh & Associates dated September 19, 2022 attached hereto and made part hereof.

BE IT FURTHER ORDAINED that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES:

NAY:

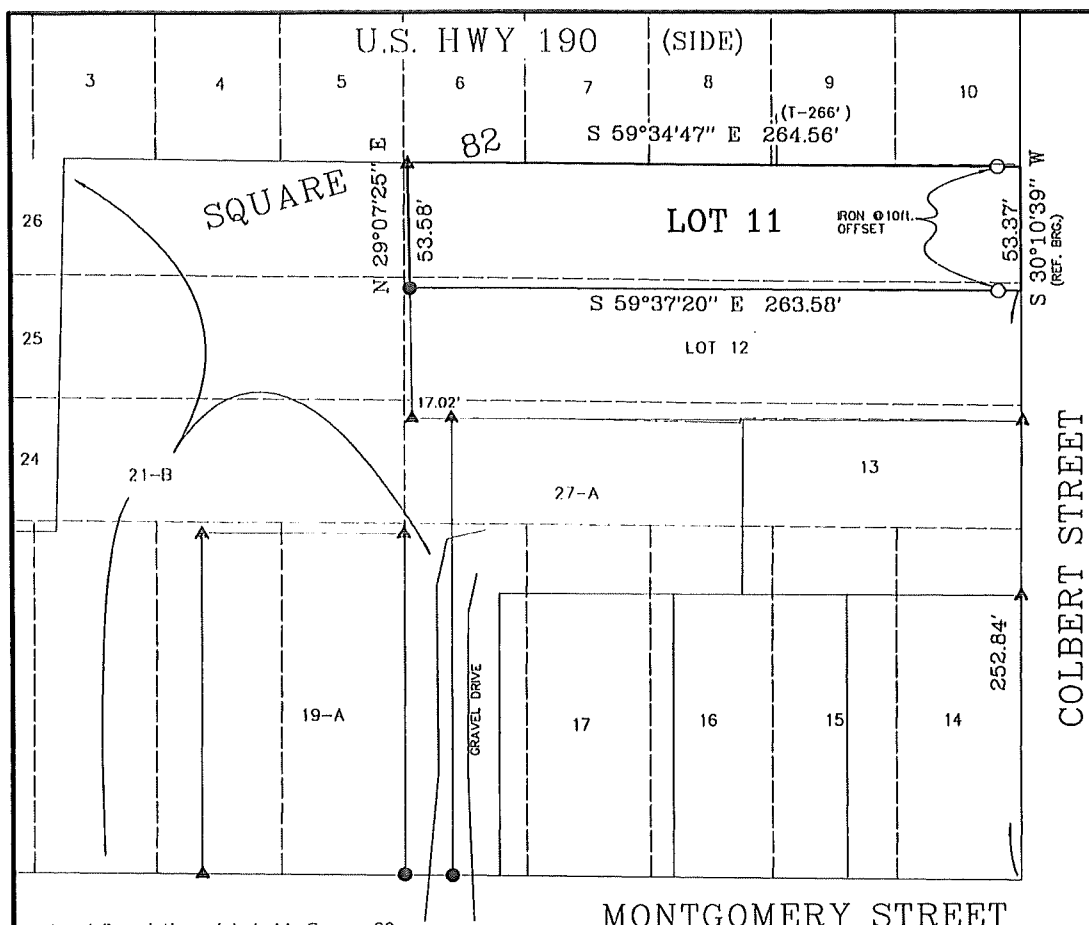
ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Council Clerk

Rick Danielson
Council Chairman



Legal Description of Lot 11, Square 82,
City of Mandeville, Louisiana

Commence at the Southeast corner of Square 82 and the intersection of the Westerly Right of Way of Colbert Street and the Northerly Right of Way of Montgomery Street and measure Northerly along said Westerly Right of Way of Colbert Street a distance of 252.84 feet to the POINT OF BEGINNING

From the POINT OF BEGINNING and leaving said Westerly Right of Way North 59°37'20" West a distance of 263.58 feet to a point Thence North 29°07'25" East a distance of 53.58 feet to a point Thence South 59°34'47" East a distance of 264.56 feet to a point on said Westerly Right of Way Thence Southerly along said Westerly Right of Way South 30°10'39" West a distance of 53.37 feet to the POINT OF BEGINNING, and containing 14,119.56 square feet or 0.32 acre(s) of land, more or less.

--- LEGEND ---

- A = 1/2" IRON PIPE FOUND
- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET

THIS PROPERTY IS LOCATED IN FLOOD ZONE X (SHADED); BASE FLOOD ELEV. N/A; F.I.R.M. PANEL NO. 2202020431D; REV. 05-16-2012

NOTE: NO ATTEMPT HAS BEEN MADE BY KELLY McHUGH & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.



CERTIFIED TO BE IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.

MONTGOMERY STREET

COLBERT STREET

REFERENCES:

1. PLAT OF A SURVEY BY THIS FIRM DATED 10-06-2016, JOB NO. 16-223
2. PLAT OF A SURVEY BY JOHN E. BONNEAU REVISED 07-07-1997, SURVEY NO. 96055-A
3. PLAT OF A SURVEY OF SQUARE 82 BY J.W. HYMEL DATED 05-01-1926

ZONING PLAT OF:

LOT 11, SQUARE 82,
TOWN OF MANDEVILLE,
CITY OF MANDEVILLE,
ST. TAMMANY PARISH, LA.

PREPARED FOR:

JERILYN SCHMIDT

KELLY J. McHUGH & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 60'	DATE: 09-19-22
DRAWN: DRJ	JOB NO.: 21-227
REVISED:	

