

THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER MCGUIRE; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

ORDINANCE NO. 23-35

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE A PORTION OF LOT 1, ALL OF LOTS 2 & 3 OF SQUARE 59 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO I – INSTITUTIONAL DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the property to be rezoned is described as a portion of lot 1, all of lots 2 & 3 of Sq. 59, City of Mandeville, St. Tammany Parish, State of Louisiana, containing approximately 39,375 square feet as per the survey prepared by Randall W. Brown & Associates – Exhibit A dated February 17,2023; and

WHEREAS, St. Tammany Parish School Board, a political subdivision of the State of Louisiana, acquired a Portion of Lot 1 on February 7, 2023; Lot 2 on November 4, 2022, and Lot 3 on March 17, 2011, and;

WHEREAS, the St. Tammany School Board has requested to rezone the Property from its current zoning of R-1, Single Family Residential to I - Institutional District; and

WHEREAS, the property is across the north side of Livingston from Woodlake Elementary School;

WHEREAS, St. Tammany Parish is requesting to construct an overflow parking lot; currently the school does not have the ability to contain vehicles within the property.

WHEREAS, the rezoning of a portion of Lot 1, Lots 2 & 3 would allow the St. Tammany Parish School Board to construct a parking lot.

BE IT ORDAINED by the City Council of the City of Mandeville that a portion of Lot 1, All of Lot 2 & 3 of Square 59 as described below shall hereafter be zoned as I-Institutional District:

PORTION OF LOT 1:

A CERTAIN PIECE OR A PORTION OF GROUND, situated in the Town of Mandeville in the Parish of St. Tammany, State of Louisianan, described as part of Lot No. One (1), Square Fifty Nine (59) of said Town of Mandeville, measuring sixty two and a half (62 ½) feet fronting on Livingston Street by a depth of one hundred and twenty (120) feet, being a portion of the same lands acquired by William B. Lancaster from Mrs. Maggie Prieto, wife of lawful age of John Cuni, as per deed recorded in Conveyance Book 55, Pahe 299 of the official Records of St. Tammany

LOT 2:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Square 59, Town of Mandeville, City of Mandeville, St. Tammany Parish, Louisiana, wherein subject property is more fully described as follows, to-wit:

Lot 2, Square 59, Town of Mandeville, City of Mandeville, St. Tammany Parish, Louisiana. Said Lot 2 measures

62.5 feet front on Livingston Street, having an equal width across the rear, by a depth of 250 feet, all between equal and parallel lines.

LOT 3:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, and its component parts, together with all buildings and improvements thereon; also. all rights, ways, means, privileges, servitudes, prescriptions, advantages, and appurtenances thereunto belonging or in anywise appertaining thereto designated and described as LOT 3, SQUARE 59, TOWN OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA, and being more fully described as follows:

Lot 3, Square 59 commences at a distance of 62.50 feet from the intersection of the westerly right of way line of Clausel and the northerly right of way line of Livingston Street and measures 62.50 feet front along Livingston Street, the same width in the rear by a depth of 255.0 feet (Title-250.0 feet) between equal and parallel lines. Square 59 is bounded by Livingston Street, Foy Street, Villere Street and Clausel Street.

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:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this ____ day of _____ 2023

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION MEMORANDUM

TO: CITY COUNCIL

FROM: CARA BARTHOLOMEW, DIRECTOR OF PLANNING AND DEVELOPMENT

SUBJECT: ORDIN. 23-35 REZONING

DATE: OCTOBER 30, 2023

St. Tammany Parish School board submit a request for the rezoning of Sq. 59 a portion of Lot 1 and all of lots 2 & 3. The Planning and Zoning Commission held a work session on October 10th and a voting meeting on October 24th. The St. Tammany Parish School Board, being represented by Attorney Jeff Schoen stated Woodlake Elementary School is in dire need of overflow parking. The property is currently zoned R-1 Single Family Residence, this zoning district does not allow for surface parking lots. The applicant is requesting to change the zoning from R-1 Single Family Residential District to I-Institutional District to allow for the construction of an overflow parking lot for the Elementary School.

The Commission voted 7-0 to recommend approval of the request to the City Council.

Attachments:

Ordinance 23-35

Case Summary Z-23-10-04

Survey

CASE SUMMARY SHEET

CASE NUMBER: Z23-10-04

DATE RECEIVED: September 15, 2023

DATE OF MEETING: October 3, 2023 and October 24, 2023

Address: Square 59 Portion of Lot 1, All of Lots 2 & 3

Subdivision: Old Town of Mandeville, Square 59 Portion of Lot 1, All of Lots 2 & 3

Zoning District: R-1 Single Family Residential District

Property Owner: St. Tammany Parish School Board

REQUEST: Z23-10-04 – St. Tammany Parish School Board requests the rezoning of two lots and a portion of a third lot designated R-1 Single Family Residential District to I Institutional District, Old Town of Mandeville, Square 59 Portion of Lot 1, All of Lots 2 & 3, R-1 Single Family Residential District, Square 59 Portion of Lot 1, All of Lots 2 & 3

CASE SUMMARY:

The applicant owns the property being a portion of Lot 1 and all of Lots 2 and 3 in Square 59, located on the north side of Livingston Street, east of Foy Street, west of Clausel Street, and south of Villere Street. The property is irregular in shape, measuring 187.5' along Livingston St., 255' along the Clausel St. side, 125' along the north property line, then south for 135', west for 62.5', and south for 120' and has a square footage of 39,375 per a survey prepared by Randall Brown & Associates dated 2.17.23. The property is currently unimproved.

The applicant is requesting to rezone the property to Institutional to construct additional school parking for Woodlake Elementary School across the street. The parking requirements for Public and Private Primary and Educational Facilities are 2 per classroom plus 1 per faculty including administrative staff member, or the required kindergarten, elementary, parking spaces for any auditorium or middle & junior high schools gymnasium facility on the site, whichever is greater. A site plan showing the number of spaces has not been submitted. The site will be required to follow all parking and landscaping provisions regulated within the CLURO.

CLURO SECTIONS:

7.5.1.1. Purpose of the R-1 District

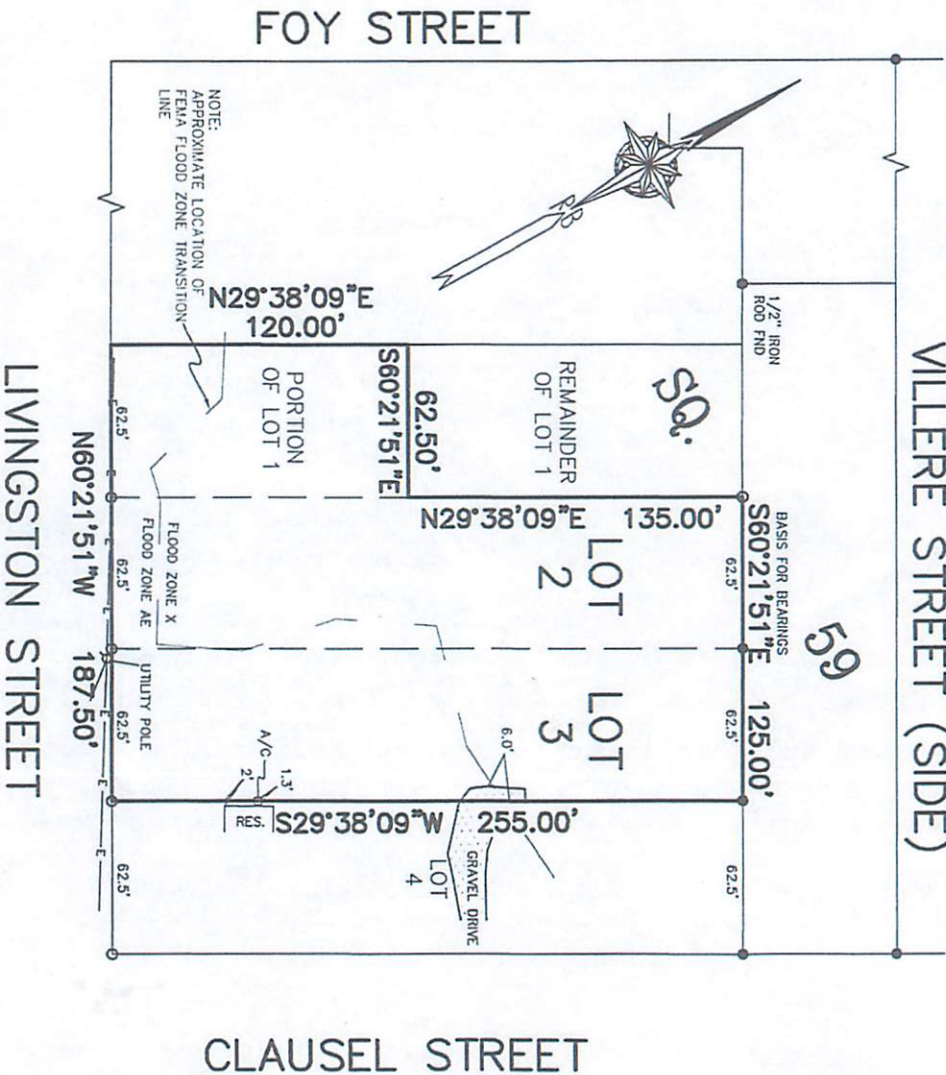
The R-1 Single-Family Residential Zoning District shall be for the purpose of providing low-density residential neighborhoods where single families occupy single-family detached dwelling units on individual lots in a healthy, safe and peaceful environment in combination with accompanying accessory uses and community oriented recreation and service facilities while being protected from the adverse impacts of incompatible land uses which belong in non-residential areas.

7.5.6.1. Purpose of the Institutional District

The purpose of the institutional district shall be to accommodate uses of a civic, religious, educational, institutional or public nature in areas that provide maximum accessibility for the public to utilize the facilities provided in the institutional district.



TAMMANY TRACE (SIDE)
VILLERE STREET (SIDE)



REFERENCE 1:
SURVEY by Thomas J. Fontcoberto, PLS
Job No.: 453358
Date: 8-4-2008
REFERENCE 2:
SURVEY by Land Surveying INC.
Date: 5-9-2009

- DENOTES 1/2" IRON ROD SET
- UNLESS OTHERWISE NOTED
- DENOTES 1/2" IRON PIPE FND
- UNLESS OTHERWISE NOTED

Note: I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property depicted is located in a special flood hazard area, it is located in Flood Zone AE & X.

FIRM Permit# 2202020431D Rvw. 5-16-2012

NOTE:
BEARINGS SHOWN HEREON ARE REFERENCED TO LOUISIANA STATE PLANE COORDINATES, LA SOUTH ZONE 1702.
OWNER OR BUILDER RESPONSIBLE FOR OBTAINING SETBACKS BEFORE DESIGN OR CONSTRUCTION BEGINS.

Survey of

LOTS 2, 3 & A PORTION OF LOT 1 * SQUARE 59
TOWN OF MANDEVILLE * CITY OF MANDEVILLE
ST. TAMMANY PARISH, LOUISIANA
FOR: ST. TAMMANY PARISH SCHOOL BOARD

NO ABSTRACT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC., INC. TO VERIFY TITLE ACTUAL, LEGAL, OWNERSHIP, SERVITUDES, EASEMENTS, SUBSURFACE UTILITIES, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

Advance

Randall W. Brown, P.L.S.
Professional Land Surveyor
LA Registration No. 04586

Randall W. Brown & Associates, Inc.
Professional Land Surveyors
228 W. Causeway Approach, Mandeville, LA 70448
(985) 624-5368 FAX (985) 624-5309
info@brownssurveys.com

Date: FEBRUARY 17, 2023
Survey No. 23042
Project No. (CRS) A23042.TXT
Scale: 1" = 60' ±
Drawn By: RUB
Reviewed:

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

ORDINANCE NO. 23-36

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MANDEVILLE CREATING SECTION 2.10 OF THE CODE OF
ORDINANCES OF THE CITY OF MANDEVILLE, PARTICIPATION IN
OPEN MEETINGS AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City Council encourages public participation during all of its public meetings and desires to establish policies and procedures consistent with State Law; and

WHEREAS, Act 393 of the 2023 Regular Session amended La. R.S. 42:17.2.1 and 42:14(E) to require public bodies to accommodate members of the public with a disability recognized by the Americans with Disabilities Act (ADA) such that those members of the public can participate during the open meetings; and

WHEREAS, the City Council desires to provide viable alternative methods for members of the public with an ADA recognized disability participation in public meetings; and

BE IT ORDAINED by the City Council of the City of Mandeville that Section 2.10 of the Code of Ordinances of the City of Mandeville be enacted to provide as follows:

Sec. 2-10 Rules for Remote Participation in Open Meetings by Those with ADA-Recognized Disabilities

1. Members with ADA-Recognized Disabilities

- a. Any member of the public with an ADA-recognized disability, who seeks accommodation to participate and vote in an open meeting of the municipality, or any member of the public with an ADA-recognized disability who seeks accommodation to observe and participate in an open meeting of the City of Mandeville, shall complete an application for participation and a medical certification of disability on forms provided by the City of Mandeville.**
- b. For members of the public who are granted accommodation for ADA-recognized disabilities pursuant to this section, the City of Mandeville shall inform a member of the public of the means by which they or their designated caregiver may observe and participate in the open meeting – whether by teleconference or video conference or other viable alternative methods- including the means by which they may submit public comments on agenda items prior to and/or during the open meeting.**

- c. For any meeting in which a councilman with ADA-recognized disabilities will participate remotely, the City of Mandeville shall post the agenda for the meeting in accordance with the Louisiana Open Meetings Law.
- d. Members of the municipal governing body who receive accommodation pursuant to this section for an ADA-recognized disability shall be allowed to participate by electronic means in an executive session convened in accordance with Louisiana's Open Meetings Law. In no instance, however, shall any member of the public be allowed to observe or participate in an executive session of the governing body.
- e. The meeting's presiding officer shall ensure that each person participating in the meeting is properly identified and that all parts of the meeting (excluding executive sessions) are clear and audible to all participants. The vote of every member of the governing body, including those participating by electronic means, shall be clearly identified and recorded in the minutes of the meeting.
- f. If a technical problem impairs the ability of the disabled member of the public or disabled member of the public body to participate in the meeting, the meeting shall be recessed until the problem is resolved. If the technical issue is not resolved within one hour, the meeting shall be adjourned, and the presiding officer will use all reasonable means to notify all participants of that fact.

BE IT FURTHER ORDAINED that the forms contemplated by Section 2-10 (1) (a) are the forms attached hereto as Exhibits 1 and 2;

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

FOR:	0
AGAINST:	0
ABSTENTIONS:	0
ABSENT:	0

and the Ordinance was declared adopted this the ___TH day of _____, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

Exhibit 1

Application for Members of the Public to Participate Remotely in Public Meeting and Medical Certification of Disability

<u>Applicant Information</u>	<u>Caregiver Information (if Caregiver will attend meeting on behalf of Applicant)</u>
<hr/> <i>Applicant Full Name</i>	<hr/> <i>Caregiver Full Name (if applicable)</i>
<hr/> <i>Applicant Address</i>	<hr/> <i>Caregiver Address</i>
<hr/> <i>Applicant Cell Phone Number</i>	<hr/> <i>Caregiver Cell Phone Number</i>
<hr/> <i>Applicant Email Address</i>	<hr/> <i>Caregiver Email Address</i>
<u>Meeting/Agenda Information</u>	
<hr/> <i>Name, date, and time of meeting</i>	<hr/> <i>Agenda item that you wish to provide comment</i>

Have you been diagnosed with a disability recognized by the Americans with Disabilities Act?

Are you currently diagnosed with this disability? _____

How does the functional limitation caused by your disability affect your ability to attend the public meeting?

I am aware that submitting false or incomplete information on this form may subject me to penalties, including that I may be found ineligible to participate remotely in public meetings.

I hereby designate _____ (name of caregiver, if applicable) to attend on my behalf.

Applicant Signature (or mark if unable to sign)

Date of Signature (mm/dd/yyyy)

Caregiver Signature (if applicable)

Date of Signature (mm/dd/yyyy)

Exhibit 1

Certification of Medical Professional

1. I, _____ (Medical Professional's Name), am a medical professional and am currently licensed to practice in the United States of America in the field of _____.

2. My address is _____.

3. My office telephone number is _____.

4. I have examined and am familiar with _____
(name of applicant).

5. I confirm that _____ (name of applicant) has a current, clinical diagnosis of a disability that is recognized by the Americans with Disabilities Act.

6. I confirm that this diagnosis would affect the ability of _____
(name of applicant) to attend a public meeting in person.

Signature of Medical Professional

Date of Signature (mm/dd/yyyy)

Exhibit 2

Application for Councilmen to Participate Remotely in Public Meeting and Medical Certification of Disability

Name of Councilman: _____

Meeting(s) for which you are requesting remote access accommodation:

Have you been diagnosed with a disability recognized by the Americans with Disabilities Act?

Are you currently diagnosed with this disability? _____

How does the functional limitation caused by your disability affect your ability to participate in and vote during and in-person public meeting?

I am aware that submitting false or incomplete information on this form may subject me to penalties, including that I may be found ineligible to participate remotely in public meetings. I understand that my virtual attendance will be counted toward a quorum and that I am subject to all other applicable provisions of Louisiana's Open Meetings Law regarding such participation.

Councilman Signature

Date of Signature (mm/dd/yyyy)

Certification of Medical Professional

1. I, _____ (Medical Professional's Name), am a medical professional and am currently licensed to practice in the United States of America in the field of _____.

2. My address is _____.

3. My office telephone number is _____.

4. I have examined and am familiar with _____
(name of applicant).

5. I confirm that _____ (name of applicant) has a current, clinical diagnosis of a disability that is recognized by the Americans with Disabilities Act.

6. I confirm that this diagnosis would affect the ability of _____
(name of applicant) to participate in and vote at a meeting in person.

Signature of Medical Professional

Date of Signature (mm/dd/yyyy)



INTEROFFICE MEMO

**TO: Kristine Scherer
Kathleen Sides**

FROM: Alia Casborné

DATE: December 4, 2023

SUBJECT: Special Events Application Recommendations

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

Krewe du Pooch – Pet Parade & Adoption Event

Applicant: Rena Sweeney

Date/Time: Saturday, February 17, 2024 – Noon – 6:00 p.m.

Rain Date: Saturday, February 24, 2024 - Noon – 6:00 P.M.

Location: Mandeville Lakefront (See map)

Approval Requests:

- Route Approval
- MPD Detail Waiver
- Public Works Waiver
- Permission to apply for ATC Permit

Contingencies:

- Route Approval
- MPD Detail Approval
- ATC Permit

Junior League of Greater Covington

Applicant: Amy Puerto

Date/Time: Friday, January 12, 2023 – 11:00 a.m – 2:00 p.m.

Rain Date: N/A

Location: Fleur De Lis Center

Approval Requests:

- Permission to apply for ATC Permit

Contingencies:

- ATC Alcohol Permit

Attachments

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 The Junior League of Covington Covington
Name of Authorized Representative Anna D. D... President Non-Profit/Tax-Exempt # _____
Mailing Address _____
City Covington, LA State LA Zip 70433
Applicant Phone # _____ Alt. Phone # n/a
E-Mail president@jlgc.net Application Fee Paid? YES NO

Name of Event: Carnival Couture
Date(s) of Event: Day Friday Date 01/12/2024 Time 11A-2 pm Rain Dates(s) n/a
Event Location: Fleur De Lis Center

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____

Description/Purpose of Event Mardi Gras Fashion Show Estimated Attendance 200
whose ticket sales benefit the mission + programs of the Junior League

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Is the event open to the public? <u>(public must purchase presale tickets)</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4	Will you require barricades for the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting		
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures? <u>(runway stage)</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



14	Do you plan to provide portable toilets? * See Guidelines*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15	Will there be security staff?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16	Are you planning to have amplified sound?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
18	Will there be any signs, banners, decorations, or special lighting? <i>(all signs + decor will be inside building, upon event space's approval)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

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 authorized 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 read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By: *Amy Puerto*
 Printed Name: Amy Puerto
 Organization Represented: The Junior League of Greater Covington
 Office Held President Date 11-14-2023

Please email completed application to acasborne@cityofmandeville.com.

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.



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 11/15/23

Certificate of Insurance? YES _____ NO On private property

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>N/A</u>	_____
Fire District #4	<u>N/A</u>	_____
Public Works	<u>N/A</u>	_____
TOTAL COSTS	<u>N/A</u>	

Recommendation of Special Events Committee:

Requesting liquor permit

Approved:

C. Claff Madden
Mayor Clay Madden

12-4-23
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No

Date Approved: _____

City of Mandeville
3101 East Causeway Approach
Mandeville, Louisiana 70448
985-624-3147 985-624-3149 Fax

****SPECIAL EVENTS (3-DAY)****
LIQUOR LICENSE APPLICATION

Event to be held at:
The Fleur De Lis Event Center

- 1. Liquor license to be issued to: The Junior League of Greater Covington/Amy Puerto
- 2. Legal name(s): Individual, Partners, or Corporation The Junior League of Greater Covington
- 3. Apply for: Class "A" Class "B" / High Content Low Content /Restaurant
- 4. Business location address 1645 NORTH CAUSEWAY BLVD., Mandeville, LA (Fleur De Lis Event Center)
Telephone () _____
- 5. Mailing address _____
- 6. Contact Person Amy Puerto
Phone Numb _____ E-Mail Address: president@jlgc.net
Fax Number () n/a Web Address jlgc.net

- 7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only)
- 8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A. Amy Puerto President _____ % C 0%
Resident Address _____ City State Zip Covington, LA 70433 Home Phone Number _____

B. Bernie Taylor President-elect _____ % Owned 0%
Resident Address _____ City State Zip Mandeville, LA 70448 Home Phone Number _____

C. Tiffany VanHazebeek Treasurer _____ % Owned 0%
Resident Address _____ City State Zip Mandeville, LA 70433 Home Phone Number 678-977-5175

- 9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

license was only for a special event on March 2,3,4 and March 9,10,11,1

- 10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
YES If yes: Name Private Residence for 2023 Designer ShowHouse 2023 Location: _____ exville, LA 70448
- 11. Has applicant applied for state liquor license? YES
- 12. Has the applicant ever been denied a state or local liquor license? NO
- 13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
- 14. Is applicant the owner of the premises to be occupied? NO If no, does applicant hold a bona fide written lease? YES (Supply copy of lease with application.)
- 15. If premises leased, give name and address of lesser. The Fleur De Lis Event Center, 1645 North Causeway Blvd., Mandeville, LA
- 16. Describe the part of the building to be occupied by business: The Ballroom
- 17. Open date for this location 01/12/2024

Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Junior League's mission to advance women's leadership for meaningful impact. This is accomplished with Fundraising like the 2023 Designer ShowHouse Carnival Capture whose ticket sales will benefit the Junior League and its mission and community projects/programs.
An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).

I affirm that the information given on this application is true and correct.
Signature of Applicant Amy Puerto Title: President
Signature of Preparer Amy Puerto Date: 11/14/2023



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE JUNIOR LEAGUE OF GREATER COVINGTON
C/O JOSEPH REAGAN

COVINGTON, LA 70433

Date:
08/25/2022
Employer ID number:
72-0838764
Person to contact:
Name:
Telephone:
Accounting period ending:
May 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 15, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053629005402

Dear Applicant:

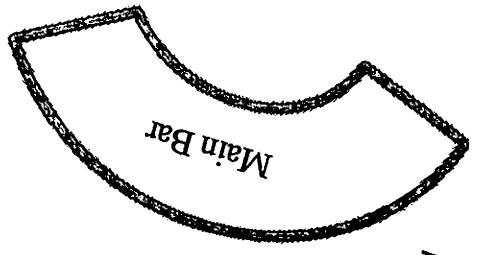
We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

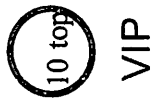
Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

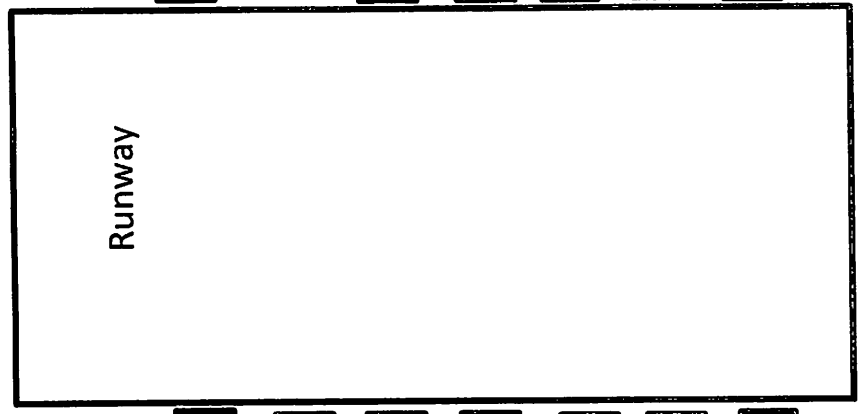
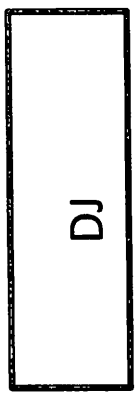
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.



door to lobby /



Closed spiral stairs



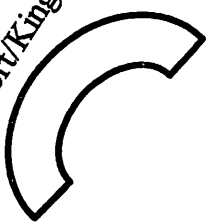
Upgraded seats

Upgraded seats



door to lobby /

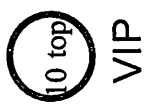
Dessert/King Cake



Main Buffet

8ft

8ft



Model Walk Path - Keep Clear

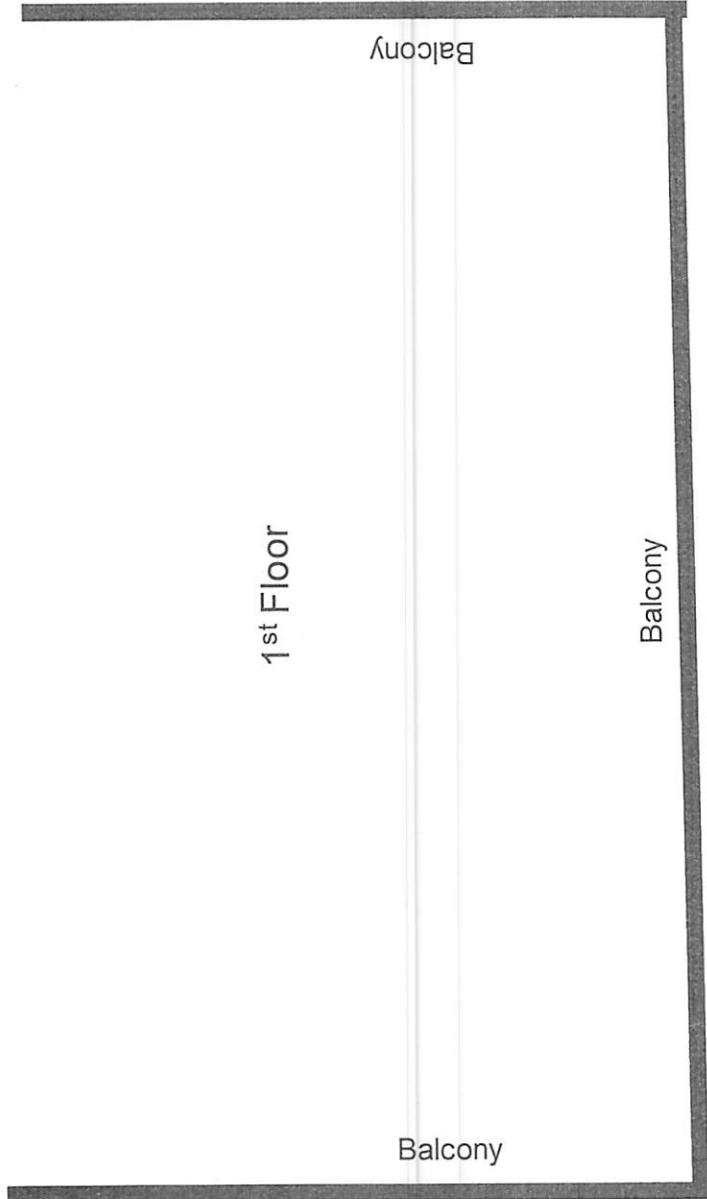
Green Wall / CC Lights



Closed spiral stairs

10 top

10 top



1st Floor

2nd Floor

Balcony

Balcony

Balcony

10 top

10 top

10 top

10 top

10 top

10 top



2nd Bar (Open if Over 250 ppl)

Trash

Trash

door to stairs /

door to stairs /

door to
event

Silent Auction

Stairs

Sign for More Seats Upstairs

Silent Auction

door to
event

Butterfly FX

door to
venue

PLAN B: Photobooth

PLAN A:
Photobooth/Backdrop

Check In

Champagne Welcome

Band



Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Krewe du Pooch
 Name of Authorized Representative Rena Sweeney Non-Profit/Tax-Exempt # 88-4345254
 Mailing Address 234 Lamarque Street
 City Mandeville State LA Zip 70448
 Applicant Phone # _____ Alt. Phone # _____
 E-Mail info@krewedupooch.org Application Fee Paid? YES NO

Name of Event: Krewe du Pooch
 Date(s) of Event: Day Sat, 2-17-24 Date / / Time noon Rain Dates(s) Sat, 2-24-24
 Event Location: Mandeville lakefront, Marigny to Coffee St.

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
 Description/Purpose of Event Dog parade benefiting animal rescue groups. Estimated Attendance 4,000

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting		
7	If you are requesting Police, will they need to direct traffic?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



14	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will there be security staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16	Are you planning to have amplified sound?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
18	Will there be any signs, banners, decorations, or special lighting?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

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 authorized 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 read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By: _____

Printed Name: **Rena Sweeney**

Organization Represented: **Krewe du Pooch**

Office Held _____

Date _____

Please email completed application to acasborne@cityofmandeville.com.

Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.



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 on hte

Certificate of Insurance? YES NO

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$1500</u>	<u> </u>
Fire District #4	<u> </u>	<u> </u>
Public Works	<u>\$4690</u>	<u> </u>
TOTAL COSTS	<u> </u>	<u> </u>

Recommendation of Special Events Committee:

Public Works - \$3000 Labor \$1090 Equipment
\$300 Garbage: One dumpster

Approved:
L. Clay Madden
Mayor Clay Madden

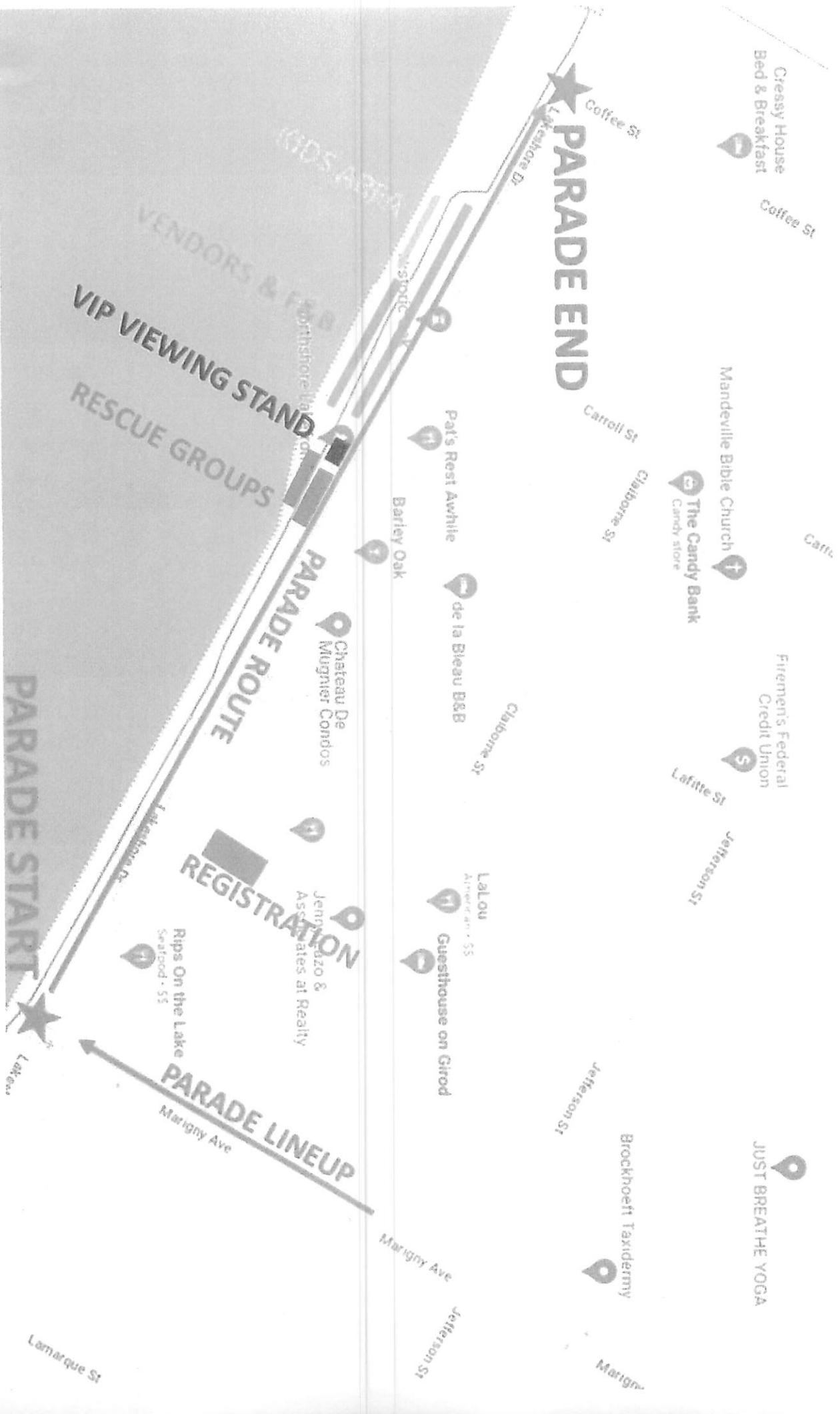
12-4-23
Date

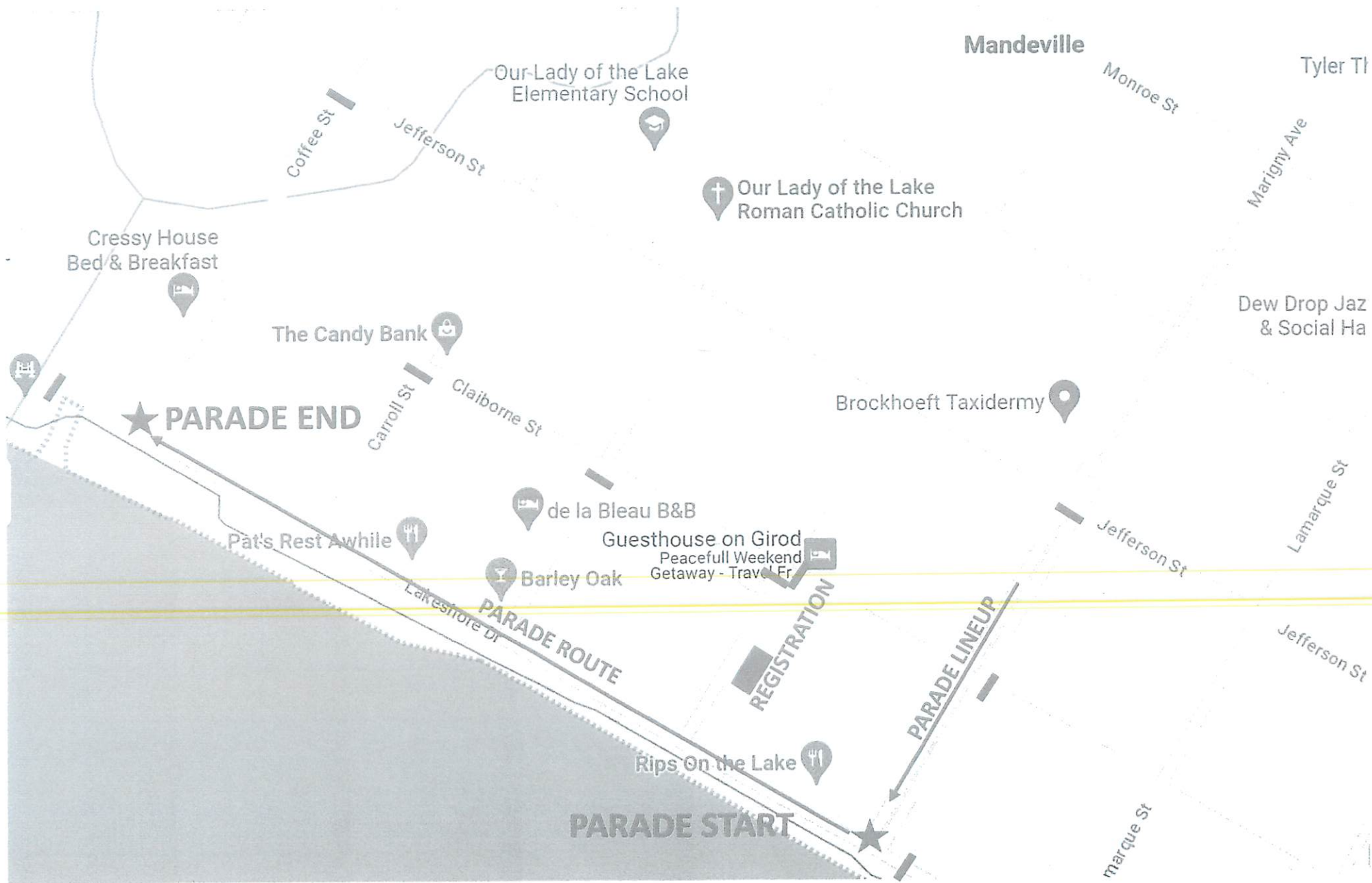
City Council Approval

Alcohol Permit:
 Yes No Date Approved:

Waiver of Lakefront Food & Drink Ordinance:
 Yes No Date Approved:

Krewe du Pooch 2024 map





Mandeville

Tyler Tr

Monroe St

Marigny Ave

Our-Lady of the Lake
Elementary School

Our Lady of the Lake
Roman Catholic Church

Dew Drop Jaz
& Social Ha

Cressy House
Bed & Breakfast

The Candy Bank

Brockhoeft Taxidermy

★ PARADE END

Carroll St

Claiborne St

de la Bleau B&B

Guesthouse on Girod
Peacefull Weekend
Getaway - Travel Fr

Pat's Rest Awhile

Barley Oak

Jefferson St

Lamarque St

PARADE ROUTE

REGISTRATION

PARADE LINEUP

Rips On the Lake

Jefferson St

PARADE START

marque St

City of Mandeville
3101 East Causeway Approach
Mandeville, Louisiana 70448
985-624-3147 985-624-3149 Fax

****SPECIAL EVENTS (3-DAY)****
LIQUOR LICENSE APPLICATION

1. Liquor license to be issued to: Krewe du Pooch
2. Legal name(s): Individual, Partners, or Corporation Krewe du Pooch
3. Apply for: Class "A" ___ Class "B" ___ / High Content X Low Content X /Restaurant ___
4. Business location address 234 Lamarque Street, Mandeville, LA 70448
Telephone (504) 261-7362
5. Mailing address _____
6. Contact Person Kena Sweeney
Phone Number (504) 261-7362 E-Mail Address: info@krewedupooch.org
Fax Number (_____) _____ Web Address www.krewedupooch.org

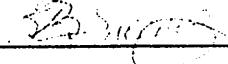
7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only)
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	
B	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	
C	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? No If yes, list.
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
No If yes: Name _____ Location: _____
11. Has applicant applied for state liquor license? No
12. Has the applicant ever been denied a state or local liquor license? No
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? No
13. Is applicant the owner of the premises to be occupied? N/A If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. _____
15. Describe the part of the building to be occupied by business: _____
16. Open date for this location February 17, 2024
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Krewe du Pooch special event on Mandeville lakefront for one day only with liquor sales to public.

An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).

I affirm that the information given on this application is true and correct.

Signature of Applicant  Title: _____

Date of this notice: 12-01-2022

Employer Identification Number:
88-4345254

Form: SS-4

Number of this notice: CP 575 A

KREWE DU POOCH
% ANDRE JUDICE
234 LAMARQUE ST
MANDEVILLE, LA 70448

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-4345254. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is KREW. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 12-01-2022
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

KREWE DU POOCH
% ANDRE JUDICE
234 LAMARQUE ST
MANDEVILLE, LA 70448

**COOPERATIVE ENDEAVOR AGREEMENT BY AND
AMONG THE CITY OF MADISONVILLE, AND
THE TOWN OF MANDEVILLE**

This Cooperative Endeavor Agreement (this "Agreement") is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements, by and among the following:

THE CITY OF MADISONVILLE, a municipality of the State of Louisiana, herein appearing by and through Jean Pelloat its Mayor, duly authorized by law (hereinafter referred to as "Madisonville"); and

THE TOWN OF MANDEVILLE, a municipality of the State of Louisiana, herein appearing by and through Clay Madden, its Mayor, duly authorized by law (hereinafter referred to as "Mandeville");

WHEREAS, Madisonville has stage equipment to create a portable staged venue; and

WHEREAS, Mandeville has a community activity that requires the construction and use of a stage; and

WHEREAS, Madisonville and Mandeville routinely assist each other in the production of their community activities in an effort to collaborate community events in the West St. Tammany Parish area..

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, which Mandeville and Madisonville declare to be equal in value, they do contract and agree as follows:

**ARTICLE I
PUBLIC PURPOSE**

- 1.1 The Parties to this Agreement acknowledge and agree that the public purpose for this Agreement is mutual benefit to all Parties hereto and the public facilities of both cities.

ARTICLE II
OBLIGATIONS OF MADISONVILLE

2. Madisonville shall provide the portable stage materials to Mandeville for its use in conjunction with its Krewe du Pooch event scheduled for Saturday, February 17, 2024 with a rain date of February 24, 2024.

ARTICLE III
OBLIGATIONS OF MANDEVILLE

- 3.1 Mandeville shall return the stage materials in the same condition that they were at the time it received them from Madisonville.

ARTICLE IV

- 4.1 The term of this Agreement shall begin on the date of full execution by all Parties hereto and end on February 28, 2024.

ARTICLE V
CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 5.1 In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement. If determined by a Court having jurisdiction that any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 5.2 Any suit filed by a Party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana without regard to conflict of laws principles.
- 5.3 The Interested Parties agree that in the event of default, dispute, and/or litigation, each Interested Party shall be responsible for its respective attorney fees, expert costs, court costs, and any other related expenses.
- 5.4 Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 5.5 The Parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each Party and the right to demand specific performance and any claim to damages suffered hereunder.

- 5.6 No Party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the Parties.
- 5.7 Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 5.8 Each Party certifies that it will adhere to and follow any and all ordinances, laws and licensing requirements applicable to each Party's obligations as stated herein.
- 5.9 Each Party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. § 42:1101, *et seq.*) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. § 24:513A(1)(b)(iv)) in carrying out the provisions of this Agreement.

ARTICLE VI
ENTIRE AGREEMENT

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

ARTICLE VII
NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE

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

ARTICLE VIII
COUNTERPARTS

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

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

after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED on the _____ day of _____, 202__, in the presence of the undersigned witnesses.

WITNESSES:

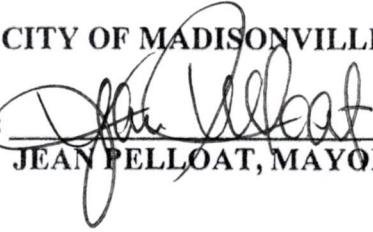
Signature

Print Name

Signature

Print Name

CITY OF MADISONVILLE

By: 

JEAN PELLOAT, MAYOR

THUS DONE AND SIGNED on the _____ day of _____, 202__, in the presence of the undersigned witnesses.

WITNESSES:

CITY OF MANDEVILLE

Signature

Print Name

Signature

Print Name

BY: _____
CLAY MADDEN, MAYOR



DIGITAL ENGINEERING & IMAGING, INC.

December 14, 2023

City of Mandeville
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
Attn: Keith LaGrange, Director

Re: E. Causeway Approach Sidewalks
City Project No. 700.22.007
Change Order No. 1

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 1 to the E. Causeway Approach Sidewalks Project. Change Order No. 1 increases the contract time by 60 days and does not change the contract amount. This will allow the contractor to continue working on the field changes requested by the City.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'D. LeBreton, Jr.', is written over a faint, light blue rectangular stamp.

David G. LeBreton, Jr., P.E., PTOE, PTP
Vice President

Attachments: Change Order #1

**SECTION 00650
CHANGE ORDER**

No. 1

Date of Issuance: December 14, 2023 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 700.22.007
Contract: E. Causeway Approach Sidewalks	Date of Contract: 8/2/2023
Contractor: M & J Civil Construction, LLC	Engineer's Project No.: 576-2000.41

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

Description:

Addition of 60 calendar days to the contract time due to changes to the design grades and additional work requested by the City.

Attachments (list documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>399,269.06</u>	Original Contract Times: Calendar days Substantial completion (days): <u>75</u> Ready for final payment (days): <u>30</u>
[Increase] [Decrease] from previously approved Change Orders: <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders: N/A
Contract Price prior to this Change Order: \$ <u>399,269.06</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>75</u> Ready for final payment (days or date): <u>30</u>
[Increase] [Decrease] of this Change Order: \$ <u>0.00</u>	Increase of this Change Order: Substantial completion (days): <u>60</u> Ready for final payment (days): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>399,269.06</u>	Contract Times with all approved Change Orders: Substantial completion (days): <u>135</u> Ready for final payment (days): <u>30</u>

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
--	--	---

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

RICHARD C LAMBERT CONSULTANTS, LLC

700.22.006

HWY 190 / LA22 IMPROVEMENTS

CONSTRUCTION ENGINEERING & INSPECTION

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Richard C Lambert Consultants, LLC., represented by Richard C. Lambert, P.E., Manager/Member (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 on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated August 08, 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultants’s Proposal;

WHEREAS, the Contractor’s allotted construction time has been increased by 20 working days to date and approximately 20-30 additional working days are anticipated to be requested by the Contractor for additional contract work;

WHEREAS, modifications to Consultants fee schedule is required in order to compensate Consultant for additional time required to completed the required construction;

WHEREAS, the Consultant submitted Supplement Request 1 dated November 29, 2023 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

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

A. FEES UNDER THIS AGREEMENT: Compensation to the Consultant for the services rendered shall be based on actual work hours using established rates of compensation for the actual work performed and the direct expenses incurred by the Consultant with a maximum limitation of \$69,879.25.

B. COMPENSATION:

1. **FEE ADDED UNDER THIS AGREEMENT:** The following fees are added for Construction Engineering and Inspection in accordance with the Consultant’s proposal:

Task	Description	Original Fee	Amended Fee	Total Fee
1.0	Assembly Period (150 Calendar Days)	\$ 20,502.00	\$ (6,764.03)	\$ 13,737.97
2.0	Construction Administration	\$ 40,688.00	\$ 46,193.28	\$ 86,881.28
2.1	Inspection Construction	\$ 103,632.00	\$ 30,450.00	\$ 134,082.00
3.0	Close Out (60 Days)	\$ 28,224.00	\$ -	\$ 28,224.00
4.0	Direct Expense	\$ 5,000.20	\$ -	\$ 5,000.20
Totals		\$ 198,046.20	\$ 69,879.25	\$ 267,925.45

2. **MAXIMUM AMOUNT:** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by \$69,879.25 from \$198,046.20 to a revised not to exceed amount of \$267,925.45. 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 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 _____, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

RICHARD C. LAMBERT CONSULTANTS, LLC

BY: _____
RICHARD C. LAMBERT, P.E.,
MANAGER/MEMBER

CORPORATE TAX I.D. _____

RICHARD C. LAMBERT CONSULTANTS, L.L.C.



November 29th, 2023

David LeBreton Jr., P.E., PTOE, PTP
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

**SUBJECT: US 190 / LA22 Improvements (H.011721)
Supplement Request 1**

Dear Mr. LeBreton:

This letter is Richard C. Lambert Consultants, LLC's (RCLC) request for Supplemental Agreement (SA 1) to our CE&I Contract on the subject project. The total amount of this request is \$69,879.25. See enclosed Attachments A and B for backup information of each item listed below for review and a Summary of Fee by Tasks as follows:

Task	Description	Original Fee	Amended Fee	Total Fee
1.0	Assembly Period (150 Calendar Days)	\$ 20,502.00	\$ (6,764.03)	\$ 13,737.97
2.0	Construction Administration	\$ 40,688.00	\$ 46,193.28	\$ 86,881.28
2.1	Inspection Construction	\$ 103,632.00	\$ 30,450.00	\$ 134,082.00
3.0	Close Out (60 Days)	\$ 28,224.00	\$ -	\$ 28,224.00
4.0	Direct Expense	\$ 5,000.20	\$ -	\$ 5,000.20
	Totals	\$ 198,046.20	\$ 69,879.25	\$ 267,925.45

Please find the following project information for reference:

- RCLC Notice of Contract Execution Issued August 25, 2022.
- Prime Contractor NTP issued December 30, 2022 with a 120 day assembly period.
- Contractor requested an additional 30 days be added to the assembly period due to material delivery lead times.
- Original Contract consisted of 90 working days.
- Prime Contractor's first charged day was May 15, 2023.
- 20 Days have been added via Change Orders to date.
- It is anticipated that an additional 20-30 days will be requested due to additional work, in particular the subsurface drainage for Service Road B.

As the durations are described above, RCLC has worked to progress the project while making every effort to minimize the fee that was expended during the project delays and additional contract time used by the contractor that were of no fault of RCLC.

During construction, the contractor utilized both day and night crews to complete the contract work, requiring an inspector to be present during both shifts. Our original proposal did not take both day and night work progressing concurrently resulting in the allotted fee being consumed faster than expected. Furthermore, due to the addition of contract time, our allotted Construction

RICHARD C. LAMBERT CONSULTANTS, LLC

David LeBreton Jr., P.E., PTOE, PTP
November 29th, 2023

Administration fee has been exhausted. Please see Attachment A for a breakdown of the additional fee that is being requested in the amount of \$63,658.00.

Additionally, it was noted during construction that the roadway widening for Service Road B extended into the existing ditch. RCLC was asked to provide a design for subsurface drainage for this area. Please see Attachment B for a detailed breakdown of the additional fee that is being requested in the amount of \$6,221.25.

Note that the remaining fee in the amount of \$6,764.03 contained in Task 1.0 Assembly Period has been reallocated to Task 2.0 Construction Administration. This does not increase the maximum not to exceed amount and has been moved to Task 2 in order to complete the remaining tasks during construction and will be billed accordingly.

Should you have any questions or require further action on our part, please contact me.

Yours truly,

RICHARD C. LAMBERT CONSULTANTS, LLC



Arthur Ledet, P.E.
Project Engineer

I:\File Cabinet\402 Mandeville\402-022-001 LA22 @ US 190 Improvements\Contract Documents\Supplement Request\SR1\RCLC US190_LA22 SR1 11.29.23.doc

RICHARD C. LAMBERT CONSULTANTS, LLC

900 West Causeway Approach, Mandeville LA 70471
Phone: 985.727.4440 Fax: 985.727.4447
E-mail: rclc@rclconsultants.com

New Orleans Office
E-mail: rclc@rclconsultants.com

ATTACHMENT A

COST SUMMARY

FIRM NAME: Richard C. Lambert Consultants, LLC

November 29, 2023

US 190 / LA 22 Improvements

State Project No H.011721

Routes: US 190, LA 22

St. Tammany Parish

Assembly Period	Number of Hours		\$/hour		
Administrative	0	hours @	\$ 70.00	=	\$0.00
Inspector	0	hours @	\$ 83.00	=	\$0.00
Inspector OT	0	hours @	\$ 98.00	=	\$0.00
Certified Inspector	0	hours @	\$ 84.00	=	\$0.00
Certified Inspector OT	0	hours @	\$ 99.00	=	\$0.00
Field Tech (Beta)	0	hours @	\$ 77.00	=	\$0.00
Supervisor Engineer	0	hours @	\$ 229.00	=	\$0.00
Engineer	0	hours @	\$ 143.00	=	\$0.00
Senior Tech / Intern Engineer	0	hours @	\$ 84.00	=	\$0.00
Assembly Period Payroll Subtotal:					\$0.00

Construction	Number of Hours		\$/hour		
Administrative	4	hours @	\$ 70.00	=	\$280.00
Inspector	0	hours @	\$ 83.00	=	\$0.00
Inspector OT	0	hours @	\$ 98.00	=	\$0.00
Certified Inspector	280	hours @	\$ 84.00	=	\$23,520.00
Certified Inspector OT	70	hours @	\$ 99.00	=	\$6,930.00
Field Tech (Beta)	0	hours @	\$ 77.00	=	\$0.00
Supervisor Engineer	21	hours @	\$ 229.00	=	\$4,809.00
Engineer	105	hours @	\$ 143.00	=	\$15,015.00
Senior Tech / Intern Engineer	156	hours @	\$ 84.00	=	\$13,104.00
Construction Payroll Subtotal:					\$63,658.00

Close Out	Number of Hours		\$/hour		
Administrative	0	hours @	\$ 70.00	=	\$0.00
Inspector	0	hours @	\$ 83.00	=	\$0.00
Inspector OT	0	hours @	\$ 98.00	=	\$0.00
Certified Inspector	0	hours @	\$ 84.00	=	\$0.00
Certified Inspector OT	0	hours @	\$ 99.00	=	\$0.00
Field Tech (Beta)	0	hours @	\$ 77.00	=	\$0.00
Supervisor Engineer	0	hours @	\$ 229.00	=	\$0.00
Engineer	0	hours @	\$ 143.00	=	\$0.00
Senior Tech / Intern Engineer	0	hours @	\$ 84.00	=	\$0.00
Close Out Payroll Subtotal:					\$0.00

	Hours	
Construction Administration	286	\$33,208.00
Inspection	350	\$30,450.00
Total Billable Rate Payroll Costs	636	\$63,658.00
Direct Expenses		\$0.00
Additional Requested Fee		\$63,658.00

	TASK ESTIMATE DESCRIPTION	Administrative	Inspector	Inspector OT	Inspector - Certified	Cert. Insp OT	Field Tech	Supervisor Engineer	Engineer	Senior Tech / Intern	SUBTOTAL
Task 1.0 Assembly Period (120 calendar days)											
1.1	Review Contract Documents (Plans, Contract, Sampling Plan, Schedule)										
1.2	Review Drawings and Pay Items										
1.3	Setup Field Books										
1.4	Review Submittals										
1.5	Review RFIs										
1.6	Site Visit										
1.7	Pre-Construction Meeting										
Task 1.0 Assembly Period Subtotals:											
Task 2.0 Construction (Estimate 40 Additional Working Days)											
2.1.1	Inspection (Daytime)	CERT INSP 35 Days @ 10 hr/day (ST); Assume 10 hrs OT/wk			280	70					350
2.1.2	Inspection (Nighttime)	CERT INSP 20 Days @ 10 hr/day (ST); Assume 10 hrs OT/wk									
2.2	On-Site Issues/Site Visits/Follow-up Corres.	estimating 2/month @ 2 hrs/each						4	4	8	16
2.3	Sampling & Testing/SMM Entry	review samples & approvals							2	4	6
2.4	Estimates	3 estimates; PE 4 hrs/est							6	12	18
2.5	Traffic Control Plan Review	Initial & on-going review									
2.6	Project Management/Correspondence	Review DWR's, E-Mails, Phone Calls						2	8	12	22
2.7	Contractor Schedule Review & Comments	2 months @ 4 hrs/month									
2.8	Monthly Mtg w/ Contractor & DOTD/City	2 months @ 8 hrs/month							16	16	32
2.9	Base Testing and Preparing Concrete Samples (Beta)	3 test/segment of road (8 segments x 3 = 24 x 3 test (base, drainage and concrete) = 72 occurrences @									
2.10	Contract Management	PE: 4 hours/month @ 2 months	4					2	4		10
Change Orders (Estimated 3 Change Orders total)											
2.11	Field Verification	estimate 13 additional COs						13	13	26	52
2.12	Review/Prepare/Submit	estimate 13 additional COs							39	52	91
2.13	Track Approval & Hard Copy Signatures	estimate 13 additional COs							13	26	39
Task 2.0 Construction Subtotals:			4		280	70		21	105	156	636
Task 3.0 Close Out (60 calendar days)											
3.1	Close-Out Quantities										
3.2	Assemble 2059 (including LIMS)										
3.3	Assemble As-Builts										
3.4	Final Change Order										
3.5	Assemble/Submit Final Estimate										
Task 3.0 Close Out Subtotals:											

402-022-001 HWY 190 / LA 22 Improvements
 Task 2.0 Construction Administration
 2.12 Drainage Design (Service Road B)

ATTACHMENT B

Labor Group: Employee Type/Employee/Activity Expense & Consultant Group: Type/Vendor/Activity	Hours	Total
Labor	41.00	6,221.25

CADD Operator	11.25	1,125.00
Leland Wright	11.25	1,125.00
Straight Time	11.25	1,125.00

	Date	Cost Hrs/Unts	Billable Rate	Total
<i>Drafting for Subsurface by Cafe du Monde</i>	8/28/2023	5.75	100.00	575.00
<i>Drafting for Subsurface by Cafe du Monde</i>	8/29/2023	5.50	100.00	550.00

Project Engineer	9.00	1,287.00
Arthur Ledet	9.00	1,287.00
Straight Time	9.00	1,287.00

	Date	Cost Hrs/Unts	Billable Rate	Spent Amount
<i>Review ditch with Frank and Devin and get cadd files.</i>	8/2/2023	2.50	143.00	357.50
<i>Review drainage design and files from contractor.</i>	8/14/2023	2.50	143.00	357.50
<i>Review Service Road B Drainage Change Order.</i>	9/26/2023	1.50	143.00	214.50
<i>Review of drainage price proposal.</i>	10/12/2023	1.00	143.00	143.00
<i>Follow up on Drainage plan change.</i>	10/16/2023	0.50	143.00	71.50
<i>Response to Boh Bros of drainage work.</i>	10/19/2023	1.00	143.00	143.00

Senior Project Engineer	14.25	3,263.25
Franz Zemmer	14.25	3,263.25
Straight Time	14.25	3,263.25

	Date	Cost Hrs/Unts	Billable Rate	Spent Amount
<i>Emails and discussion regarding design of drainage.</i>	8/1/2023	0.50	229.00	114.50
<i>Markups for drain line fronting cafe du monde.</i>	8/2/2023	1.75	229.00	400.75
<i>Discussed and reviewed drainage plans.</i>	8/7/2023	0.50	229.00	114.50
<i>Met with contractor regarding drainage plan.</i>	8/8/2023	0.75	229.00	171.75
<i>Reviewing grading info from contractor regarding ditch.</i>	8/23/2023	1.50	229.00	343.50
<i>Reviewing and marking up plan modifications ditch.</i>	8/24/2023	2.50	229.00	572.50
<i>Site visit to go over markups. Marking up plans from notes.</i>	8/25/2023	3.50	229.00	801.50
<i>Reviewing drafting needs for ditch fronting Cafe du Monde.</i>	8/28/2023	0.50	229.00	114.50
<i>Meeting with contractor regarding drainage.</i>	9/5/2023	0.75	229.00	171.75
<i>Revising drainage plan, email coordination.</i>	9/6/2023	1.75	229.00	400.75
<i>Reviewing and emailing drainage plan.</i>	9/7/2023	0.25	229.00	57.25

Engineering Intern / Engineering Technician	6.00	504.00
Devin Dimitrios	6.00	504.00
Straight Time	6.00	504.00

	Date	Cost Hrs/Unts	Billable Rate	Spent Amount
<i>Working subsurface drainage mark-ups and design.</i>	8/2/2023	3.50	84.00	294.00
<i>Coordinating/Working on Subsurface Drainage plans.</i>	8/14/2023	2.50	84.00	210.00

Intern Engineer	0.50	42.00
Eric Kocken	0.50	42.00
Straight Time	0.50	42.00

	Date	Cost Hrs/Unts	Billable Rate	Spent Amount
<i>Corresponding with Devin on additional drainage work.</i>	8/23/2023	0.50	84.00	42.00

	41.00	6,221.25
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DIGITAL ENGINEERING & IMAGING, INC.

December 14, 2023

City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
Attn: City Council Members

Re: 2021 Water & Sewer Maintenance Contract
City Project No. 211.21.003/212.21.003
Task Order #4 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 4 of the 2021 Water & Sewer Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'D LeBreton'.

David LeBreton, P.E., PTOE, PTP
Vice President

Enclosure: Subterranean Construction, LLC
Certificate of Substantial Completion

SECTION 00625
Certificate of Substantial Completion

Project: 2021 Water & Sewer Maintenance

Owner: City of Mandeville

Owner's Contract No.: 211.21.003/212.21.003

Contractor: Subterranean Construction, LLC

Engineer's Project No.: 576-2003.02

This definitive Certificate of Substantial Completion applies to:

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

Task Order 4

November 13, 2023

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 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:

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.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Punch List:

1. 220 Girod – cut down sewer cleanout pipe & add concrete pad
2. 2032 Woodrow – cut down sewer cleanout pipe & add concrete pad
3. 714 Adair – cut down sewer cleanout pipe & add concrete pad
4. Hutchinson @ Monroe – raise valve box & add concrete pad
5. 1456 Montgomery – add concrete pad for sewer cleanout
6. 1225 Montgomery – add concrete pad for sewer cleanout
7. Mandeville High Blvd @ W. Approach – sidewalk
8. Coffee @ Upton – asphalt
9. 220 Carroll – redo asphalt patch
10. Sunset Point Restroom – needs sod & embankment

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 23-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE REHABILITATION OF LIFT STATIONS NO. 3 AND NO. 39, MANDEVILLE CITY PROJECT NO. 212.22.002 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER SUBTERRANEAN CONSTRUCTION, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City of Mandeville advertised for bids for the Rehabilitation of Lift Stations No. 3 and No. 39 Project. The Project consists of the following work at the lift stations: remove and replace the internal components of the wet well and valve pit such as discharge piping; check/gate valves, pumps, rails, supports, vent, etc.; provide new emergency pump out (EPO) with a female camlock connector; EPO must be sized as part of the design; upgrade control panel (if necessary, would prefer SCADA compatibility); upgrade water service to include backflow presenter, BFP cover, and freeze-less hydrant; and water service to be relocated inside the fence, by-pass pumping of lift station during construction;

WHEREAS the City received four bids for the Rehabilitation of Lift Stations No. 3 and No. 39 Project. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS David Martin of Fairway Consulting + Engineering, as the design professional, has reviewed the bid on the above referenced project. The lowest bidder was Subterranean Construction, LLC. Based upon the Revised Statutes under which the City operates, the design professional recommends awarding the contract to Subterranean Construction, LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 14th day of December 2023 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$638,400.00 be accepted from Subterranean Construction, LLC.

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and Subterranean Construction, LLC, attached hereto and made a part of this resolution hereto.

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

- AYES:
- NAYS:
- ABSENT:
- ABSTENTIONS:

and the Resolution was declared adopted this ____ the day of December 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



October 25, 2023

City of Mandeville
c/o Digital Engineering
3500 U.S. Hwy 190
Mandeville, LA 70471

Attention: Ms. Victoria Jaye, P.E. – Project Engineer

via: email (vjaye@deii.net)

Re: City of Mandeville
Rehabilitation of Lift Station No. 3 and No. 39 (Project No. 212.22.002)
Bid Tabulation and Contract Award

Dear Ms Jaye,

Please find attached Bid Tabulation and Bid Review Checklist for the subject project.

There were a total of four (4) bids received for the project. The lowest responsive bidder for the project is Subterranean Construction, LLC. with a base bid of \$638,400.00. Fairway recommends that the City proceed with executing a contract with Subterranean Construction, LLC. All aspects of Subterranean's bid appear to be in order.

We look forward to working with the City during the construction phase of the project.

Please feel free to contact me if you should have any questions or need any additional information.

Regards,

A handwritten signature in blue ink, appearing to read "David Martin", is written over the "Regards," text.

10/31/2023

David Martin, PE
Senior Project Manager

cc: John A. Catalanotto, PE, PMP(Fairway); Matt Loker (Fairway); Richie Runnels (Fairway);
Timothy Bradbury(Fairway)



BID OPENING

Rehabilitation of Lift Stations No. 3 and No. 39

Mandeville, Louisiana
City of Mandeville Project No. 212.22.002

Fairway Job No. 21-061A

DATE / TIME: October 25, 2023 11:00AM

LOCATION: Mandeville City Hall
3101 East Causeway Approach
Mandeville, LA 70448

Company	Addendum Acknowledged	Bid Bond/ Power of Attorney	Corporate Resolution	Bid Amount
Gottfried Construction, LLC.	Yes	Yes	Yes	\$830,700.00
L. King Company, LLC	Yes	Yes	Yes	\$1,332,010.00
M&J Civil Construction, LLC.	Yes	Yes	Yes	\$791,750.00
Subterranean Construction, LLC.	Yes	Yes	Yes	\$638,400.00

City of Mandeville
 Rehabilitation of Lift Station No. 3 and No. 39
 Bid Tabulation (10/25/2023)



Ref. No.	Description	Unit	Quantities	Engineer's OPCC		Gottfried Construction, LLC		L. King Company, LLC		M & J Civil Construction, LLC		Subterranean Construction, LLC		Average	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Rehabilitation of Lift Station No. 3	LS	1			\$ 355,000.00	\$ 355,000.00	\$ 561,313.00	\$ 561,313.00	\$ 372,875.00	\$ 372,875.00	\$ 274,000.00	\$ 274,000.00	\$ 390,797.00	\$ 390,797.00
2	Rehabilitation of Lift Station No. 39	LS	1			\$ 377,000.00	\$ 377,000.00	\$ 687,800.00	\$ 687,800.00	\$ 392,875.00	\$ 392,875.00	\$ 312,000.00	\$ 312,000.00	\$ 442,418.75	\$ 442,418.75
3	Mobilization	LS	1			\$ 89,300.00	\$ 89,300.00	\$ 47,775.00	\$ 47,775.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 46,768.75	\$ 46,768.75
4	Construction Layout	LS	1			\$ 2,400.00	\$ 2,400.00	\$ 8,928.00	\$ 8,928.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,582.00	\$ 4,582.00
5	Temporary Environmental Controls	LS	1			\$ 3,500.00	\$ 3,500.00	\$ 14,186.00	\$ 14,186.00	\$ 6,000.00	\$ 6,000.00	\$ 6,400.00	\$ 6,400.00	\$ 7,521.50	\$ 7,521.50
6	Temporary Traffic Controls	LS	1			\$ 3,500.00	\$ 3,500.00	\$ 12,008.00	\$ 12,008.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,127.00	\$ 6,127.00
Total:				\$ 775,399.00	\$ 830,700.00	\$ 1,332,010.00	\$ 791,750.00	\$ 638,400.00	\$ 898,215.00						
Ranking of Base Bid by Total Bid Price				3	4	2	1								
				Bid Accepted	Bid Accepted	Bid Accepted	Bid Accepted								

DAWD ALAN MARTIN
 License No. 37832
 10/31/2023

SECTION 00 00 11

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner”) and
Subterranean Construction, LLC (“Contractor”).
Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Work of this Contract consists of upgrades and rehabilitation to Lift Station 3 located in the lakefront area and Lift Station 39 located in Woodstone neighborhood, inclusive of the disposal, removal and installation of new pumps, valves, hydrants, fittings, electrical upgrades, and site improvements; appurtenant construction inclusive of pressure testing of new piping and connections to the existing lift station force mains, all in accordance with the drawings and contract documents.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Rehabilitation of Lift Stations No. 3 and No. 39
City Project No. 212.22.002
City of Mandeville

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Fairway Consulting & Engineering (Fairway) (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within one hundred eighty (180) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within two hundred ten (210) calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor additional liquidated damages for extended Resident Inspection fees and extended Construction Administration fees. Resident Inspection fee shall not exceed \$600.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. Construction Administration fee shall not exceed \$400.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work required to complete the project, a lump sum of: \$ 638,400.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.
- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by the Engineer.

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement;

2. Performance bond;
 3. Payment bond;
 4. General Conditions;
 5. Supplementary Conditions;
 6. Specifications as listed in the table of contents of the Project Manual.
 7. (Not used.)
 8. Drawings consisting of 22 sheets with each sheet bearing the following general title: Lift Stations 3 and 39 Upgrades.
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

10.05 *Contractor's Certifications*

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has

continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

10.07 *Governing Law, Venue, and Attorney's Fees*

- A. This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. In the event of dispute hereunder, all matters shall be exclusively heard in the 22nd Judicial District Court, St. Tammany Parish, Louisiana with the prevailing party being entitled to the recovery of reasonable attorney's fees and costs from the non prevailing party after final and non-appealable judgment.

10.08 *Fiscal Funding*

- A. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City of Mandeville. If the City fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by any means provided in the appropriations act, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.10 *Taxes and Licenses*

- A. Contractor shall be responsible for all taxes arising out of or related to this Contract and obtain all licenses and permits necessary for the performance of this Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Mandeville

By: _____

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Digital Engineering

1080 West Causeway Approach

Mandeville, LA 70471

License No.: _____

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

RESOLUTION NO. 23-48

**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 RICHARD C. LAMBERT CONSULTANTS, LLC FOR THE
HWY 190/ LA 22 IMPROVEMENTS PROJECT AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Richard C. Lambert Consultants, LLC (“Consultant”), through which Consultant provides professional construction engineering and inspection services to the City for the Hwy 190/ LA 22 Improvements Project and has been in effect since September 1, 2022; and

WHEREAS, the September 1, 2022 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 an increased fee as a result for an extension of time requested by the Contractor, resulting in a maximum fee in the amount of \$69,879.25 to be paid to Consultant as a result of the additional work to be performed by the Contractor;

WHEREAS, the City and the Consultant now desire to further amend the Agreement to increase the total maximum payment from the original contract price of \$198,046.20 to \$267,925.45.

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 September 1, 2022 Professional Services Agreement with Richard C. Lambert Consultants, LLC, as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering and inspection needs of the Hwy 190/ LA 22 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 _____, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF
MANDEVILLE AND
RICHARD C LAMBERT CONSULTANTS, LLC

~~700.21.008~~
32,006
HWY 190 / LA 22 IMPROVEMENTS
CONSTRUCTION ENGINEERING &
INSPECTION

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Richard C Lambert Consultants, LLC., represented by Richard C. Lambert, P.E., Manager/Member (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated August 08, 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

NOW THEREFORE, the City and the Consultant, for good and valuable consideration, agree as follows:

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The Consultant shall provide professional services for a project (H.011721) to provide geometric improvements and traffic signal upgrades/modifications where needed at the US 190 / LA 22 interchange to mitigate congestion. The project limits will also be cold planed and overlaid. Consultant will provide LADOTD construction engineering and inspection for the project.

PHASE V(a) & V(b). CONSTRUCTION ENGINEERING & INSPECTION

Construction Inspection Services- shall consist of all services required to provide construction contract administration and construction inspection services typically performed by the DOTD Project Engineer and his staff, including but not limited to, for the geometric improvements and traffic signal upgrades/modifications where needed at the US 190 / LA 22 interchange. Construction plans will provide the exact construction scope and limits. These services shall be performed in accordance with the DOTD's Standards and Procedures. Copies of these documents shall be made available through the DOTD upon request. The DOTD shall assign a project engineer from its District 62 office to serve as the construction coordinator for the DOTD during project construction. The following services to be performed shall be under the direct supervision of the **Entity**:

1. Coordinate with **Entity** and DOTD's District personnel to schedule and attend the Pre-Construction Meeting. The Consultant shall be required to conduct the meeting.
2. Maintain all construction field records; make daily entries in the project diary (DWR) to indicate the Consultant's personnel and Contractor's personnel present on the job site, the Contractor's personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control, and the charging of contract time.
3. Coordinate with the Entity's Engineer/Representative for all relocations/adjustments of utility facilities for the construction of work site.
4. Provide all necessary personnel and equipment to perform the required field-testing for quality assurance in accordance with the latest DOTD's Sampling and Testing Manual.
5. Submit all sampled materials to be tested by DOTD's District 62 Testing Laboratory, in accordance with the stipulated Sampling Manual.
6. Inspect the contractor's construction operations (daily) to ensure that all work is performed in accordance with the specified plans and specifications.
7. Keep clear and concise records of the contractual operations, prepare monthly pay estimates, and make monthly progress reports in conformance with DOTD's requirements. Inspection of construction shall not include shop and mill inspections and their approval.
8. Prepare final estimate packages, including Form 2059 – "Summary of Test Results" in conformance with DOTD's requirements.
9. The Consultant shall be responsible for submittal approvals required of the Project Engineer as stated in the Standard Specifications including form drawings.
10. All construction activities shall be coordinated between the Consultant, the Entity, the FHWA and an assigned representative of the DOTD. All work standards, methods of reporting, and documentation of pay quantities shall be in accordance with the policies and procedures of the DOTD. All partial and final construction estimates, and other information must be submitted on forms approved by the DOTD.
11. The Consultant shall perform all documentation, as prescribed by the DOTD, on the DOTD's construction software, Site-Manager. The Consultant shall provide hardware, i.e., computers, printers, internet connections, etc. deemed necessary to efficiently conduct the inspection services.
12. The Consultant may be required to conduct non-reimbursable training sessions for his personnel to receive instructions into the use of Site-Manager (approximately four hours).

- The DOTD shall provide a qualified instructor for this training.
13. The Consultant shall be available for conferences, visits to jobsites, and/or inspections by DOTD authorized representatives.
 14. The Consultant shall be required to submit "As-Built" plans with the final estimate. "As-Built" plans are to reflect all changes made from the original plans. All changes to the plans are to be made using a 746-1/2 Tuscan red pencil.
 15. "As-Built" drawings of the project must be on 3 mil (0.003") ebony line polyester film or as directed and approved by the Entity's Department of Engineering, in writing.
 16. "As-Built" plans must use AUTOCAD.DWG format (on CD-R) compatible with AUTOCAD Release 14 or compatible with the Entity's system in place.
 17. Three sets of "As- Built" drawings of the project on bond paper are required or must be as directed and approved by the Entity's Department of Engineering, in writing.
 18. When it is stipulated by the Project Specifications, that approval by the DOTD is required for material, equipment, and/or construction procedures, DOTD's policies for obtaining such approval shall be followed.
 19. All construction inspection personnel utilized by the Consultant must meet and retain the same qualification and certification requirements as required of DOTD's construction personnel.
 21. Any proposed changes in plans or in the nature of the work shall be pre-approved in writing by the DOTD, prior to the performance of stipulated work.
 22. Plan changes throughout the life of the project shall also have to be written by the Consultant and approved through the DOTD's process.
 23. The Consultant shall monitor and document all construction claims and provide recommendations on disposition of claims.
 24. The Consultant shall manage the RFI (Request for Information) process as defined on the DOTD's internet site, <http://www.dotd.la.gov/construction/rfi/>.
 25. The Consultant shall coordinate and/or perform the inspection of the fabrication of pre-cast materials with DOTD and the Entity.
 26. The Consultant's inspector shall be responsible for performing and documenting Inspections of erosion control devices, and reporting deficiencies to the Contractor for correction.
 27. The Consultant shall meet with the DOTD Statewide Sign Inspector to review the construction signing for compliance with the MUTCD and Traffic Control Standards. Documentation of corrections made by the Contractor shall be input into Site Manager by the Consultant's Project Manager.
 28. The Consultant is reminded that they are a representative of the Entity and that they shall Conduct all business in the best interest of the City.

The services to be performed will be under the direct supervision of the Entity. The Entity shall assign a full-time employee to serve as the construction coordinator for the Entity during project construction. The services shall be performed in accordance with the latest applicable DOTD's Construction Manual, Testing Procedures Manual, Sampling Manual, Engineering Directives and Standards Manual (EDSM) and the latest version of the Louisiana's Standard Specifications for

Road and Bridges.

FHWA FORM 1391

The Consultant shall be required to notify the Construction Contractor and forward to the DOTD's Compliance Section and to the DOTD's Project Engineer all information required for the Federal Aid Construction Contractor's Annual Equal Employment Opportunity Report.

QUALITY CONTROL/QUALITY ASSURANCE

The DOTD requires the Consultant to develop a Quality Control/Quality Assurance program, in order to provide a mechanism by which all contracted services can be subject to a systematic and consistent review. The Consultant must ensure quality and adhere to established construction policies, procedures, standards, and guidelines in the performance of inspection services. The DOTD shall provide limited input and technical assistance to the Consultant.

SERVICES TO BE PERFORMED BY THE DOTD

The DOTD shall furnish, without charge, the following services and data:

1. Laboratory testing of materials. DOTD District 62 Testing Laboratory shall perform laboratory test in conjunction with specialty testing performed at the DOTD Central Laboratory in Baton Rouge, Louisiana, using samples procured, and submitted by the Consultant and/or his staff.
2. The DOTD shall provide access to project plans and contract proposal.
3. The DOTD shall provide sampling plan for the project.
4. Site Manager Instructor and technical support.

ITEMS TO BE PROVIDED BY THE ENTITY

1. Traffic Data, if available
2. Capacity Analysis, if available
3. Borings, if required

B. CONSULTANT'S STANDARD OF CARE.

The Consultant represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, the Consultant is expected to perform all services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services under the same or similar circumstances. The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
 1. GIS/CAD files of:
 - a. Street Assets for reference;
 - b. Utility and unit sheets (if available)
 - c. As-built drawings (if available)
 - d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
 - e. Provide any other standard plans and details that may be relevant for use on the Project; and
 - f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

ARTICLE III. CONTRACT TIME AND SCHEDULE

- A. **DURATION**: This Agreement shall commence on the Effective Date and shall continue until and through a period of two (2) years.
- B. **EXTENSION**: This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by the City on an annual basis for no longer than three (3) one-year periods.
- C. **PROJECT SCHEDULE**: Time is of the essence in completing each phase of work required by this Agreement. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the

approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

ARTICLE IV. COMPENSATION

A. **FEES UNDER THIS AGREEMENT:** The Consultant's compensation for the services performed under this Agreement shall be in accordance with the follow fees:

PHASE V(a) . Construction Engineering	\$89,414.00	(Hourly, NTE)
PHASE V(b) Inspection	\$103,632.00	(Hourly, NTE)
 DIRECT EXPENSES (MILEAGE at LA Travel Guide Rate/DOTD Headlight Program/Cylinder Molds/Printing/Sample Sacks)	 \$5,000.20	 (NTE)

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$198,046.20**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. ACKNOWLEDGEMENTS: The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

ARTICLE V. INVOICES

The Consultant shall submit monthly invoices showing the percentage and dollar amount of the Services provided to date for such submission and show a deduction of five percent (5%) of the amount earned to date as an amount to be retained by the Department until satisfactory completion of the required work. When each phase of work is satisfactorily completed, the retainage for that phase will be released.

The Consultant shall submit three (3) invoices in a format approved by the Department shall be submitted to the Department along with three (3) sets of back-up or verification documentation. Electronic files of the invoices and back-up documentation may be placed on a USB thumb drive or downloadable shared link for submittal.

ARTICLE VI. INDEMNITY.

A. INDEMNITY: To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the "**Indemnified Parties**") harmless from and against: (1) any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the

Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

B. LIMITATION: The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

C. INDEPENDENT DUTY: The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

D. EXPENSES: The Consultant will bear all expenses, including without limitation the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VII. INSURANCE

A. MINIMUM SCOPE OF INSURANCE: At all times during the term of this Agreement, the Consultant, at its own expense, will maintain policies of insurance sufficient to provide the following minimum scope of insurance coverage:

1. ***Commercial General Liability ("CGL")***: Insurance Services Office ("ISO") Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. ***Automobile Liability***: ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
3. ***Workers' Compensation***: as required by the State of Louisiana, with

Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** with limits no less than \$1,000,000.00 per claim.

B. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. **Primary Coverage:** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION.

A. **NON – DISCRIMINATION:** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within the City of Mandeville or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

B. **NON – DISCRIMINATION IN EMPLOYMENT:** In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Consultant will require all subcontractors to comply with the requirements of this article.

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

A. **INDEPENDENT CONTRACTOR STATUS:** The Consultant is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. **EXCLUSION OF WORKERS' COMPENSATION COVERAGE:** The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for any reason, including for the purpose of Worker's Compensation coverage.

C. **EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:** The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.

D. **WAIVER OF BENEFITS:** The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE X. NOTICES

Except for any routine communication, any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City: Director, Department of Public Works
 City of Mandeville
 1100 Mandeville High Blvd
 Mandeville, La 70448

 &

 City Attorney
 City of Mandeville
 3101 East Causeway Approach
 Mandeville, LA 70448

Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

A. **OWNERSHIP OF DOCUMENTS:** All data collected by the Consultant and all

documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

Notwithstanding anything to the contrary contained herein, any tools, systems or information used by the Consultant to provide the Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of the Consultant or its suppliers.

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

B. CITY'S RIGHT TO APPROVE PERSONNEL: The City reserves the right to approve or reasonably disapprove all engineers, workers, and other field personnel assigned to the Project.

C. REMEDIES CUMULATIVE: No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

D. SURVIVAL OF PROVISIONS: All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.

E. ASSIGNABILITY: The Consultant will not assign any interest in this Agreement and will not transfer any interest in the same without the City's prior written consent.

F. JURISDICTION & VENUE: For all claims arising out of or related to this Agreement, the Consultant consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of St. Tammany and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of

citizenship.

G. GOVERNING LAW: This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

H. NON – WAIVER: The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

I. PERFORMANCE MEASURES: The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

J. SEVERABILITY: Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

K. RULES OF CONSTRUCTION: Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience

only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender

L. NO THIRD PARTY BENEFICIARIES: This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. NON – EXCLUSIVITY FOR THE CITY: This Agreement is non-exclusive and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. CONFLICT OF INTEREST: To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

P. OWNERSHIP INTEREST DISCLOSURE: The Consultant will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Q. SUBCONTRACTOR REPORTING: The Consultant will provide a list of all persons, natural or artificial, who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the city. In regard to any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the City, the Consultant must provide notice to the City within thirty

(30) days of retaining said subcontractor. If the Consultant fails to submit the required lists and notices, the City may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

R. EMPLOYEE VERIFICATION: The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City asworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

S. MODIFICATION: This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

T. 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 Agreement. 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 Agreement

U. 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. The Consultant will confirm same through affidavit provided by City.

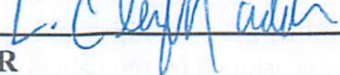
V. COMPLETE AGREEMENT: This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement 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 Agreement. No legally binding 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 Agreement.

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

CITY OF MANDEVILLE

BY: 
CLAY MADDEN, MAYOR

Executed on this 1st day of September, 2022.

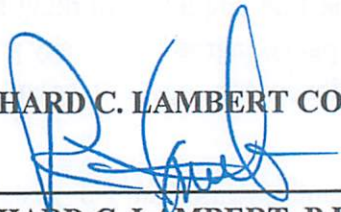
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Elizabeth Scanzert

RICHARD C. LAMBERT CONSULTANTS, LLC

BY: 
RICHARD C. LAMBERT, P.E., MANAGER/MEMBER

72-1462779

CORPORATE TAX I.D.

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN
AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER BUSH**

RESOLUTION NO. 22-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RICHARD
C. LAMBERT CONSULTANTS, LLC AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Mandeville desires to enter into a professional services agreement with Richard C. Lambert Consultants, LLC for professional engineering services, including construction administration, construction inspection services, and DOTD project closeout in connection with the Hwy 190/Hwy 22 Interchange Improvements Construction Project No. 700.22.006 ("Project"). The scope of the Project includes improving the interchange of Hwy. 190 and Hwy. 22. The purpose is to improve traffic flow in the area. Project includes lane widening, updated traffic signalization/phasing, and turn lane improvements;


WHEREAS, the contract is attached and made a part of this Resolution; and


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Richard C. Lambert Consultants, LLC. for engineering services on behalf of the City of Mandeville.

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

AYES: 5 (Zuckerman, McGuire, Danielson, Bush, Kreller)
NAYS: 0
ABSENT: 0
ABSTENTIONS:0

and the Resolution was declared adopted this 25th day of August 2022.


Kristine Scherer
Clerk of Council


Rick Danielson
Council Chairman

RICHARD C. LAMBERT CONSULTANTS, L.L.C.



August 8th, 2022

David LeBreton Jr., P.E., PTOE, PTP
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

SUBJECT: US 190 / LA22 Improvements (H.011721)

Dear Mr. LeBreton:

RCLC is pleased to provide Engineering Services for the construction engineering and inspection (CE&I) of US 190/LA22 Improvements (H.011721). This project will consist of additional turn lanes, pavement widening, drainage, signage and traffic signal modifications.

RCLC has developed our fee for the CE&I for this project for your review based on a 120-day assembly period, 90 working day construction and subsequent close out of the project.

In accordance with information provided and the attached documents, RCLC's fee is broken down as follows (see attached for breakdown of tasks, hours and expenses):

Assembly Period	\$20,502.00
Construction Administration (Construction)	\$40,688.00
Inspection (Construction)	\$103,632.00
Close Out	\$28,224.00
Direct Expenses	\$5,000.20
Total Fees	\$198,046.20

RCLC is fully staffed and ready to start working with the City of Mandeville and the procured Contractor once bidding has been completed.

If you have any questions or require further action on our part, please contact me.

Yours truly,

RICHARD C. LAMBERT CONSULTANTS, LLC

Arthur Ledet, P.E.
Project Engineer

I:\File Cabinet\402 Mandeville\LA22 @ US 190\Contract\RCLC US190_LA22 Proposal 7.15.22.doc

RICHARD C. LAMBERT CONSULTANTS, LLC

900 West Causeway Approach, Mandeville LA 70471
Phone: 985.727.4440 Fax: 985.727.4447
E-mail: rclc@rclconsultants.com

New Orleans Office
E-mail: rclc@rclconsultants.com

COST SUMMARY

FIRM NAME: Richard C. Lambert Consultants, LLC

July 15th, 2022

US 190 / LA 22 Improvements

State Project No H.011721

Routes: US 190, LA 22

St. Tammany Parish

Assembly Period	Number of Hours		\$/hour	
Administrative	0	hours @	\$ 70.00 =	\$0.00
Inspector	0	hours @	\$ 83.00 =	\$0.00
Inspector OT	0	hours @	\$ 98.00 =	\$0.00
Certified Inspector	56	hours @	\$ 84.00 =	\$4,704.00
Certified Inspector OT	0	hours @	\$ 99.00 =	\$0.00
Field Tech (Beta)	0	hours @	\$ 77.00 =	\$0.00
Supervisor Engineer	22	hours @	\$ 229.00 =	\$5,038.00
Engineer	40	hours @	\$ 143.00 =	\$5,720.00
Senior Tech / Intern Engineer	60	hours @	\$ 84.00 =	\$5,040.00
Assembly Period Payroll Subtotal:				\$20,502.00

Construction	Number of Hours		\$/hour	
Administrative	10	hours @	\$ 70.00 =	\$700.00
Inspector	0	hours @	\$ 83.00 =	\$0.00
Inspector OT	0	hours @	\$ 98.00 =	\$0.00
Certified Inspector	800	hours @	\$ 84.00 =	\$67,200.00
Certified Inspector OT	200	hours @	\$ 99.00 =	\$19,800.00
Field Tech (Beta)	216	hours @	\$ 77.00 =	\$16,632.00
Supervisor Engineer	10	hours @	\$ 229.00 =	\$2,290.00
Engineer	162	hours @	\$ 143.00 =	\$23,166.00
Senior Tech / Intern Engineer	173	hours @	\$ 84.00 =	\$14,532.00
Construction Payroll Subtotal:				\$144,320.00

Close Out	Number of Hours		\$/hour	
Administrative	0	hours @	\$ 70.00 =	\$0.00
Inspector	0	hours @	\$ 83.00 =	\$0.00
Inspector OT	0	hours @	\$ 98.00 =	\$0.00
Certified Inspector	186	hours @	\$ 84.00 =	\$15,624.00
Certified Inspector OT	0	hours @	\$ 99.00 =	\$0.00
Field Tech (Beta)	0	hours @	\$ 77.00 =	\$0.00
Supervisor Engineer	13	hours @	\$ 229.00 =	\$2,977.00
Engineer	25	hours @	\$ 143.00 =	\$3,575.00
Senior Tech / Intern Engineer	72	hours @	\$ 84.00 =	\$6,048.00
Close Out Payroll Subtotal:				\$28,224.00

	Hours	
Construction Administration	829	\$89,414.00
Inspection	1,216	\$103,632.00
Total Billable Rate Payroll Costs	2,045	\$193,046.00
Direct Expenses		\$5,000.20
Maximum Fee		\$198,046.20

TASK ESTIMATE DESCRIPTION	Administrative	Inspector	Inspector OT	Inspector - Certified	Cert. Insp OT	Field Tech	Supervisor Engineer	Engineer	Senior Tech / Intern	SUBTOTAL
Task 1.0 Assembly Period (120 calendar days)										
1.1 Review Contract Documents (Plans, Contract, Sampling Plan, Schedule)							4	8	2	14
1.2 Review Drawings and Pay Items				24			2	6	10	24
1.3 Setup Field Books				24			4	6	20	30
1.4 Review Submittals							4	8	16	28
1.5 Review RFIs				4			4	4	4	16
1.6 Site Visit				4			4	8	8	24
1.7 Pre-Construction Meeting	0	0	0	56	0	0	22	40	60	178
Task 1.0 Assembly Period Subtotals:										
Task 2.0 Construction (90 Working Days)										
2.1.1 Inspection (Daytime)				720	180					900
2.1.2 Inspection (Nighttime)				80	20		6	20	20	100
2.2 On-Site Issues/Site Visits/Follow-Up Corres.								5	10	15
2.3 Sampling & Testing/SMM Entry								5	10	15
2.4 Estimates								8	16	24
2.5 Traffic Control Plan Review								36	54	90
2.6 Project Management/Correspondence								20	5	25
2.7 Contractor Schedule Review & Comments							4	40	40	
2.8 Monthly Mtg w/ Contractor & DOTD/City										
2.9 Base Testing and Preparing Concrete Samples (Beta)						216		5		
2.10 Contract Management	10									
Change Orders (Estimated 3 Change Orders total)										
2.11 Field Verification								9		9
2.12 Review/Prepare/Submit								8	18	26
2.13 Track Approval & Hard Copy Signatures								6		6
Task 2.0 Construction Subtotals:										
	10	0	0	800	200	216	10	162	173	1297
Task 3.0 Close Out (60 calendar days)										
3.1 Close-Out Quantities				20			2	2	8	32
3.2 Assemble 2059 (including LIMS)				80			2	2	8	92
3.3 Assemble As-Builts				70			4	16	32	122
3.4 Final Change Order				6			1	1	8	16
3.5 Assemble/Submit Final Estimate				10			4	4	16	34
Task 3.0 Close Out Subtotals:										
	0	0	0	186	0	0	13	25	72	337

DIRECT EXPENSES
US 190 / LA 22 Improvements
 State Project No H.011721
 Routes: US 190, LA 22
 St. Tammany Parish

FIRM NAME: Richard C. Lambert Consultants, LLC

Assembly Period Mileage:	\$ 568.40
Construction Mileage:	\$ 2,453.40
Close Out Mileage:	\$ 365.40
Direct Costs - Support	\$ 1,613.00
TOTAL DIRECT EXPENSE	\$ 5,000.20

*Note: Mileage estimated based on LA Travel Guide 2019-2020 Section C.2.c. (PPM No. 49)

Direct Costs - Support

Item	Cost
Printing (Plans, Specs, As-Builts, Media CD/USB)	\$ 1,250.00
Cyl molds (4x8), Lids for molds, Cylinder rack	\$ 250.00
Sample sacks (14"x26"), Spary paint, GL & QT cans	\$ 250.00
Headlight (\$159/month x 7 Months)	\$ 1,113.00
Subtotal - Direct Costs:	\$ 1,613.00

TRAVEL:

Assembly Period Mileage:

Personnel	Trips	@	Miles	Rate	Total
Certified Inspector	12	@	70 miles	\$0.58	\$ 487.20
Supervisor Engineer and/or Engineer	2	@	70 miles	\$0.58	\$ 81.20
Subtotal - Travel Costs:					\$ 568.40

Construction Mileage:

Personnel	Trips	@	Miles	Rate	Total
Certified Inspector	90	@	10 miles	\$0.58	\$ 522.00
Certified Inspector (Dist 62 Lab)	35	@	70 miles	\$0.58	\$ 1,421.00
Supervisor Engineer and/or Engineer	20	@	20 miles	\$0.58	\$ 232.00
Supervisor Engineer and/or Engineer (PE Office)	20	@	24 miles	\$0.58	\$ 278.40
Subtotal - Travel Costs:					\$ 2,453.40

Close Out Mileage:

Personnel	Trips	@	Miles	Rate	Total
Certified Inspector	1	@	150 miles	\$0.58	\$ 87.00
Certified Inspector	8	@	40 miles	\$0.58	\$ 185.60
Supervisor Engineer and/or Engineer	4	@	40 miles	\$0.58	\$ 92.80
Subtotal - Travel Costs:					\$ 365.40

**Note: Trip is project site mileage only unless otherwise noted

Project: Hwy 190/22 Interchange Improvements Construction

Project No.: 700.22.006

Budget Amount: \$765k (FY 22) + \$200k request in FY 23

Resolution for: Professional Services Agreement for Richard C. Lambert Consultants

Contract Amount: \$198,046.20

Budget Adjustment Needed (Y/N): NO

Councilmember Sponsor: Zuckerman

Resolution Scope:

Construction Engineering & Inspection Services shall consist of all services required to provide construction contract administration, construction inspection services, and DOTD project closeout typically performed by the DOTD Project Engineer and its staff. These services shall be performed in accordance with the DOTD's Standards and Procedures. Project duration is 90 contract days (working) with a 90-day assembly period and an estimated 60-day closeout period.

Project Scope:

Scope of work for the project includes:

The project includes improving the interchange of Hwy. 190 and Hwy. 22. The purpose is to improve traffic flow in the area. Project includes lane widening, updated traffic signalization/phasing, and turn lane improvements. Outside funding includes DOTD STP<200K 80/20 funding for construction with the City providing 100% funding for design and CE&I. Project is expected to bid on 09/14/2022.

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:

Richard C. Lambert

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.

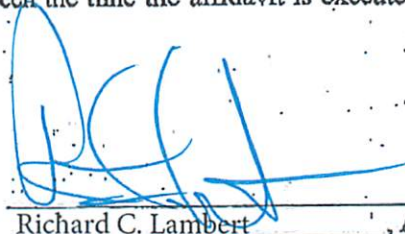
Disclosure No. 4

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.

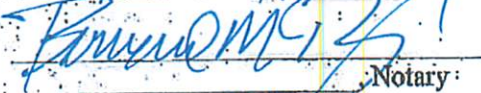
The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

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.



Richard C. Lambert, AFFIANT

SWORN TO AND SUBSCRIBED before
me this 10th day of August 2020


Notary

Bar Roll # 10815
My Commission Expires @ dawn

Contributions to Council Members or Mayor of the City of Mandeville

Date of Contribution	Amount	Recipient(s)	
01/10/2019	\$500.00	Clay Madden	City of Mandeville Mayor
01/28/2020	\$250.00	Skelly Kreller Campalgn	City of Mandeville Council
01/28/2020	\$250.00	Danielson, Rick	City of Mandeville Council
01/28/2020	\$250.00	Jason Zuckerman	City of Mandeville Council
01/28/2020	\$250.00	Laure Sica	City of Mandeville Council
08/10/2020	\$300.00	Laure Sica	City of Mandeville Council
02/22/2021	\$250.00	Skelly Kreller Campalgn	City of Mandeville Council
06/02/2021	\$500.00	Clay Madden	City of Mandeville Mayor
03/07/2022	\$500.00	Clay Madden	City of Mandeville Mayor

Debts Owed to Appointed or Elected Officials of the City of Mandeville

Amount of Debt	Elected or Appointed Official Owed Debt
NONE	

Contributions Made in the Name of Another

Date of Contribution	Amount	Recipient	Contributor
NONE			

Contributions Made by Officers, Directors, Owners, and/or Employees

Date	Amount	Recipient	Contributing Officer, Director, Owner, or Employee	% Share of Company
NONE				

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

RESOLUTION NO. 23-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ADOPTING THE 2023 HAZARD MITIGATION PLAN ANNUAL REPORT.

WHEREAS, the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to prepare and adopt a hazard mitigation plan as a precondition for receiving federal mitigation funds; and

WHEREAS, the City of Mandeville is subject to many natural hazards including tropical storms, hurricanes, flooding, tornadoes, and other hazards that can damage property, close businesses, disrupt traffic and present a public health and safety hazard; and

WHEREAS, Hazard Mitigation is defined as sustained actions taken to reduce or eliminate long-term risk from hazards and their effects. Hazard Mitigation Planning is the process through which natural hazards that threaten communities are identified, likely impacts of those hazards are determined, mitigation goals are set and appropriate strategies that would lessen the impacts are determined, prioritized, and implemented; and

WHEREAS, the City Council of the City of Mandeville adopted Resolution 20-20, which adopted the St. Tammany Parish Multi-Jurisdictional Hazard Mitigation Plan Update in 2020. The Hazard Mitigation Plan is required by the Federal Emergency Management Agency (FEMA) to be updated every five (5) years; and

WHEREAS, the City of Mandeville along with the participating jurisdiction are required to preform an annual review; and

WHEREAS, the 2023 Hazard Mitigation Plan Annual Report was coordinated by the St. Tammany Parish Hazard Mitigation Plan Update Steering Committee, in collaboration with community stakeholders and the general public. The City of Mandeville is one of the participating jurisdictions; and

WHEREAS, this 2023 Hazard Mitigation Plan Annual Report documents the planning process, identifies the natural hazards and risks within the Parish and jurisdictions, and identifies the mitigation strategy to make St. Tammany Parish less vulnerable and more disaster resilient. Information in the Plan will be used to help guide and coordinate mitigation and local policy decisions affecting future land use; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville does hereby adopt the 2023 Hazard Mitigation Plan Annual Report.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the resolution was declared adopted this ____ day of _____, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

Mandeville Previous and New Mitigation Actions

City of Mandeville Action Update										Action	Recommendations
Jurisdiction- Specific Action	Action Description	Funding Source	Timeframe	Responsible Party, Agency, or Department	Hazard	Status 2020	Status 2021	Status 2022	Status 2023		
Elevation of Severe Repetitive Loss, Repetitive Loss and structures below BFE	Currently there are 59 properties listed on FEMA's SRL/RL list Properties will be prioritized based on the SRL / RL. The City elevates properties as funding is made available while developing strategies for coastal and flood control protection and mitigation.	FEMA HMPG and FMA	Ongoing	City of Mandeville Mayor's Office	Flooding, Tropical Cyclone	Carried over	Ongoing	Ongoing	Ongoing	x	
Sewerage Treatment Plant Flood Mitigation	The proposed project would include the construction of either an earthen berm or I-wall surrounding a portion of the sewerage treatment plant to prevent the inundation of flood waters from storm surge. The project will also include the elevation of Ultraviolet lights used in the final stage of sewerage treatment.	FEMA HMPG	1-5 Years	City of Mandeville Mayor's Office	Flooding, Tropical Cyclone	Ongoing	Ongoing	Ongoing	In Progress	x	
Wind Retrofit of Mandeville Police Department Headquarters	Mandeville Police Department Headquarters will be retrofitted to provide protection from high winds. The Scope of Work includes but is not limited to hardening windows, doors, and mechanical equipment. This retrofit will exceed the International Building Code wind load requirements for this location.	Local, State, Federal	1-5 years	City of Mandeville Mayor's Office	Tropical Cyclone, Wind, Hail, Tornado	Ongoing	Ongoing	Ongoing	In Progress	x	
Wind Retrofit of Mandeville Community Center	Mandeville Community Center will be retrofitted to provide protection from high winds. Includes but is not limited to hardening windows, doors, and mechanical equipment. This retrofit will exceed the International Building Code wind load requirements for this location.	Local, State, Federal	1-5 years	City of Mandeville Mayor's Office	Tropical Cyclone, Wind, Hail, Tornado	Ongoing	In Progress	In Progress	Ongoing	x	
Flood mitigation and Wind Retrofit of Mandeville Public Works Department Facilities	Mandeville Public Works Department Facilities will be retrofitted to provide protection from high winds and mitigated from flood waters. The Scope of Work includes but is not limited to hardening windows, doors, and mechanical equipment. The wind retrofit will exceed the International Building Code wind load requirements for this location.	FEMA HMPG	1-5 years	City of Mandeville Mayor's Office	Tropical Cyclone, Wind, Hail, Tornado	Ongoing	Ongoing	In Progress	In Progress	x	
Wind Retrofit of Mandeville City Hall	Mandeville City Hall will be retrofitted to provide protection from high winds. The Scope of Work includes but is not limited to hardening windows, doors, and mechanical equipment. This retrofit will exceed the International Building Code wind load requirements for this location.	FEMA HMPG	1-5 Years	City of Mandeville Mayor's Office	Tropical Cyclone, Wind, Hail, Tornado	Ongoing	In Progress	In Progress	Ongoing	x	
Cypress Swamp/Green Fund Coastal Restoration and Armoring	The proposed project would construct a berm of a yet to be determined type in Lake Pontchartrain in front of an endangered cypress swamp along the shoreline of the City of Mandeville. The berm would armor the identified section of shoreline against continued coastal erosion as well as reduce the velocity of storm runoff thereby allowing suspended sediments to rebuild land.	FEMA HMPG	1-5 Years	City of Mandeville Mayor's Office	Tropical Cyclone, Coastal Hazards, Flooding	Ongoing	In Progress	In Progress	In Progress	x	

Mandeville Previous and New Mitigation Actions

City of Mandeville Action Update										Action	Recomm endations
Jurisdiction- Specific Action	Action Description	Funding Source	Timeframe	Responsible Party, Agency, or Department	Hazard	Status 2020	Status 2021	Status 2022	Status 2023		
Expand and enhance canals, culverts and flow capacity.	Upgrade the flow capacity of storm water along Lake Shore Drive; in Golden Glen Subdivision; and along Bayou Chinchuba, Bayou Castine, and Little Bayou Castine by expanding and sloping the canals and replacing any inferior culverts along the major drainage laterals	City Budget and Grants	1-5 years	Street Supervisor/Public Works Director	Flooding, Tropical Cyclone	In progress	Ongoing	Ongoing	Ongoing	x	
Backup power for Critical Facilities	Add Back up power supply/generators at critical locations such as sewer lift stations.	City Budget, Grant, Fire budget	estimated 2025 completion	Public Works and Wastewater Supervisor	Flooding, Tropical Cyclone, Wind, Lightning, Tornado	In progress	Ongoing	In Progress	In Progress	x	
Little Bayou Castain Drainage	Madison (Marigny to LittleBayou Castain); Overlay (1,200' x 18') Drainage (36" RCPA)	City Budget, potential for FEMA grant	1-5 years	City Engineer and or Department of Public Works	Flooding, Storm Surge	Ongoing	Ongoing	Ongoing	Ongoing	x	
Continued Community Education	The city continues to provide hazard education to the public through public service advertising, meetings with schools and neighborhood organizations, and distribution of materials at retailers, the library, and city hall	City Budget and Grants	1-5 Years	Mayor's Office and Public Works Director	Flooding, Tropical Cyclone, Wind, Hail, Lightning	New	In Progress	In Progress	Continuous	x	
Participation in FEMA grant programs	The city continues active participation in various FEMA grant programs, in particular the HMGP and FMA which has funded multiple elevation projects in Mandeville.	City Budget and Grants	1-5 years	City Building Official; Planning Director and City Floodplain Manager	Flooding, Tropical Cyclone	New	In Progress	In Progress	In Progress	x	
Seawall Improvements	Improve seawall along lakeshore drive by increasing its size to better protect structures from Tropical Cyclone and tropical storm induced tidal flooding. (Public opposition to this proposal probably means that it will not be initiated). – Corps of Engineers is currently doing an economic feasibility study	City Budget and Grants	Ongoing - 1-5 years	Public Works Department	Flooding, Tropical Cyclone, Storm Surge	New	Ongoing	Ongoing	In Progress	x	
Continued Community Rating System Participation and Associated Activities	On October 1, 2018 the city improved from a CRS class 7 to a class 6. This improvement qualified residents for an additional 5% discount on flood insurance premiums. The city continued its activities to improve the CRS rating, so that during the CRS Cycle Visit 6/2022, the City obtained a CRS Class 5! Effective October 2022, residents in SFHA will receive a 25% discount on their flood insurance policies!	City Budget	1-5 Years	City Floodplain Manager	Flooding, Tropical Cyclone, Wind, Lightning, Storm Surge	New	In Progress	Completed 6/2022			x
Continued Enforcement of regulations/building code standards	Continue enforcement of floodplain regulations, subdivision regulations, engineering standards, and building code to ensure that all future development is implemented in such a way that risk from natural hazards is minimized	City Budget	1-5 Years	Floodplain manager/building Official/Public Works Department/City Engineer	Flooding, Tropical Cyclone, Wind, Storm Surge	New	Continuous	Continuous	Continuous		x

Mandeville Previous and New Mitigation Actions

City of Mandeville Action Update										Action	Recommendations
Jurisdiction- Specific Action	Action Description	Funding Source	Timeframe	Responsible Party, Agency, or Department	Hazard	Status 2020	Status 2021	Status 2022	Status 2023		
Master Drainage Plan	Develop a master drainage plan which will evaluate drainage projects at major drainage laterals to determine best method of increasing drainage capacity. Implement recommended projects resulting from drainage plan.	City Budget	1-5 Years	City Engineer and or Department of Public Works	Flooding, Tropical Cyclone	New	Ongoing	Ongoing	Ongoing	x	
Adoption of International Building Codes and Regulation of New Development	Adopt the current International Building Codes by ordinance, which would result in additional techniques to harden structures and mitigate against damage from hazards.	HMGP, Local	1-5 years	St Tammany Parish Government/ Mandeville Mayor's Office	Coastal Hazards, Flooding, Tropical Cyclone, Termites, Tornadoes, Thunderstorms, Wildfires	New	Ongoing	In Progress	Completed 7/1/23		x
Enhanced Mitigation Outreach and Education for All Hazards	Increase public awareness of hazards and hazardous areas. Actions may include distribution of public awareness information regarding all hazards and potential mitigation measures; implementation of educational program for children and merchants; Integrate disaster preparedness/mitigation into the public school curriculum, providing public education on the importance of maintaining the ditches, promotion of the purchase of flood insurance for public. Sponsor a "Multi-Hazard Awareness Week", to educate the public on all hazards	HMGP, Federal	1-5 years	City of Mandeville Mayor's Office	Flooding, Thunderstorms, Tornadoes, Tropical Cyclones, Coastal Hazards, Drought, Fog, Termites, Wildfires, Coastal Hazards	New	Ongoing	In Progress	In Progress		x
Potable Water	Create redundancy of potable water supply to critical facilities, and provide protection of potable water supply by acquisition/installation of backflow preventers at appropriate critical locations.	HMGP, Federal	1-5 years	City of Mandeville Mayor's Office	Flooding, Thunderstorms, Tornadoes, Tropical Cyclones	New	Ongoing	Ongoing	In Progress	x	
Flood Proofing Projects	Flood-proof critical structures within Mandeville to help promote continuation of critical services during a storm event	HMGP, Federal	1-5 years	City of Mandeville Mayor's Office	Flooding, Tropical Cyclones	New	Ongoing	Ongoing	In Progress	x	
Road Elevation	Elevate roads in vulnerable locations prone to flooding and drainage problems.	HMGP, Federal	1-5 years	City of Mandeville Mayor's Office	Flooding, Tropical Cyclones	Ongoing	Ongoing	Ongoing	Ongoing	x	
Pumping Station Projects	Elevate or flood proof pump stations; upgrade existing pump stations by installing block valves to prevent/protect against backwater	HMGP, Federal	1-5 years	City of Mandeville Mayor's Office	Flooding, Tropical Cyclones	In Progress	In Progress	In Progress	In Progress	x	
Communication System Upgrades	Implement upgrades and additions to communications systems, including the Auto call out system. Implement a public notification system, such as sirens or a call down system with backup capabilities.	HMGP, Local, regional, and federal	1-5 years	City of Mandeville Mayor's Office	Flooding, Thunderstorms, Tornadoes, Tropical Cyclones, Fog	In Progress	In Progress	In Progress	In Progress		
Water Conservation Measures	Adopt ordinances requiring water-saving measures in time of drought	HMGP, Local	1-5 years	St Tammany Parish Government/ Mandeville Mayor's Office	Drought	In Progress	In Progress	In Progress	Ongoing		x

Mandeville Previous and New Mitigation Actions

City of Mandeville Action Update											
Jurisdiction- Specific Action	Action Description	Funding Source	Timeframe	Responsible Party, Agency, or Department	Hazard	Status 2020	Status 2021	Status 2022	Status 2023	Action	Recommendations
Resiliency Plan	Develop a resiliency plan which will evaluate the City's ability to adapt to climate change and environmental hazards	City Budget and Grants	1-5 Years	City of Mandeville Mayor's Office, Planning Director, City Engineer	Flooding, Tropical Cyclones	New & In progress	New & In progress	In Progress	Completed 4/1/23	x	
Land Acquisition	Initiative to acquire land for storm water management and property not suitable for development	City Budget	1-5 Years	City of Mandeville Mayor's Office, Planning Director, City Engineer	Flooding, Tropical	New	New	In Progress	In Progress	x	
Shoreline Protection	Closure & Restoration of the shoreline wetlands	City Budget and Grants	1-5 Years	City of Mandeville, Public Works Director, City Engineer	Flooding, Coastal Hazards	New	New	Ongoing	In Progress	x	
27										22	5

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

RESOLUTION NO. 23-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
MANDEVILLE, THE ST. TAMMANY PARISH GOVERNMENT AND SALES TAX
DISTRICT NUMBER 3 TO PROVIDE FOR GROWTH MANAGEMENT AND
REVENUE SHARING WITH THE ST. TAMMANY PARISH SALES TAX DISTRICT
NUMBER 3 AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, under the authority of Article VII, Section 3 of the Constitution and the Local Services Law, and La. R.S. 33:1321, et seq., a political subdivision as defined by La. Const. art. VI, 44 may exercise and perform any authorized power and function jointly or in cooperation with another political subdivision; and

WHEREAS, under the 1990 Sales Tax Enhancement Plan with St. Tammany Parish, the City of Mandeville was entitled to certain percentages of the sales tax collected in St. Tammany Parish Sales Tax District Number 3, and over the years since the adoption of the Plan, the Plan has been amended to provide for Growth Management and Revenue Sharing; and

WHEREAS, the City of Mandeville, Sales Tax District No.3 and the St. Tammany Parish Government desire to enter into an Intergovernmental Agreement to enter into a continuing agreement with each other and define areas of growth management, annexation and revenue sharing as further defined herein; and; and

WHEREAS, the Parties have previously entered into An Agreement Amending the 1990 Sales Tax Enhancement Plan to Provide for Growth Management and Revenue Sharing with an effective date of March 27, 2003, as further amended by a 2012 Amendment to the 1990 Sales Tax Enhancement Plan dated effective July 27, 2012, and the 2023 Supplemental and Amending Growth Management and Revenue Sharing Agreement dated effective March 24, 2023 (collectively, the "Prior Agreement"); and

WHEREAS, the Parties desire to enter into this revised Agreement and to more clearly state each Parties' division of Sales Tax proceeds and responsibilities, which is attached hereto as Exhibit A; and

WHEREAS, this Agreement is intended to supersede and replace the Prior Agreement and any prior agreements and/or amendments thereto signed between the Parties that relates to growth management, annexation, and the allocation of Sales Tax proceeds.

NOW, THEREFORE, BE IT RESOLVED by the Mandeville City Council that the Mayor is hereby authorized to execute the Intergovernmental Agreement with the Parish of St. Tammany and Sales Tax District No. 3;

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 _____, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

**GROWTH MANAGEMENT, ANNEXATION, AND REVENUE SHARING
AGREEMENT BETWEEN ST. TAMMANY PARISH GOVERNMENT, SALES TAX
DISTRICT NO. 3, AND THE CITY OF MANDEVILLE**

BE IT KNOWN that on the date hereinafter set forth and in the presence of the undersigned Notaries Public, duly commissioned and qualified in and for the State of Louisiana and St. Tammany Parish, or as otherwise noted, and in the presence of the competent witnesses, hereinafter named and undersigned, personally came and appeared:

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 628, Covington, Louisiana 70434, herein appearing by and through Michael B. Cooper, Parish President, duly authorized by law (hereinafter referred to as “the Parish”); and

SALES TAX DISTRICT NO. 3, a political subdivision of the State of Louisiana, created by St. Tammany Parish Government by the authority of La. R.S. 47:338.54, formerly La. R. S. 33:2721.6, herein appearing by and through Michael B. Cooper, Parish President, duly authorized by law (hereinafter referred to as “STD#3”); and

THE CITY OF MANDEVILLE, a political subdivision of the State of Louisiana, whose mailing address is 3101 East Causeway Approach, Mandeville, Louisiana 70448, herein appearing by and through Clay Madden, Mayor of the City of Mandeville, duly authorized by law (hereinafter referred to as “Mandeville”).

WHEREAS, the Parish, STD#3, and Mandeville are authorized, pursuant to the provisions of La. R.S. 33:172, La. R.S. 33:224, La. R.S. 33:1321 – 1337, La. R.S. 47:338.54 (G), and La. R.S. 47:338.1(D) to enter into an intergovernmental agreement for the purpose of managing growth and development within St. Tammany Parish and its municipalities in a reasonable and orderly fashion, and for the purpose of managing available resources; and

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

WHEREAS, it is important to manage the resources available by working cooperatively to plan, design, and provide oversight over private development and to develop the public infrastructure needed to meet the needs of the overall parish community; and

WHEREAS, it is important that municipalities be able to grow and provide services for their respective residents; and

WHEREAS, the Parish, Mandeville, and STD#3 desire to enter into a continuing agreement with each other and define areas of growth management, annexation and revenue sharing as further defined herein; and

WHEREAS, the Parties have previously entered into An Agreement Amending the 1990 Sales Tax Enhancement Plan to Provide for Growth Management and Revenue Sharing with an effective date of March 27, 2003, as further amended by a 2012 Amendment to the 1990 Sales Tax Enhancement Plan dated effective July 27, 2012, and the 2023 Supplemental and Amending Growth Management and Revenue Sharing Agreement dated effective March 24, 2023 (collectively, the “Prior Agreement”); and

WHEREAS, the Parties desire to enter into this revised Agreement and to more clearly state each Parties’ division of Sales Tax (as defined below) proceeds and responsibilities; and

WHEREAS, this Agreement is intended to supersede and replace the Prior Agreement and any prior agreements and/or amendments thereto signed between the Parties that relates to growth management, annexation, and the allocation of Sales Tax (as defined below) proceeds.

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

1. **PUBLIC PURPOSE.** The Parties agree that each political subdivision has the authority to make expenditures using STD#3 proceeds that comport with the terms of the Proces Verbal (as defined below); that the transfer of Sales Tax (as defined below) proceeds to Mandeville for expenditures of Sales Tax proceeds in accordance with the terms of the Proces Verbal serves the public by providing adequate drainage and roads; that providing drainage services and improving the drainage system in order to avoid drainage problems within the areas comprising the jurisdiction of STD#3 serves a public purpose; that constructing and improving roads serves a public purpose; that the transfer of Sales Tax proceeds to Mandeville is not gratuitous; and that the object of STD#3, which is to comport with the dictates of the Proces Verbal, will be served and STD#3 expects that this transfer of Sales Tax proceeds to Mandeville will ensure that public roads and drainage within areas comprising the jurisdiction of STD#3 will be furthered.
2. **DEFINITIONS.** The Parties agree that:
 - 2.1. “Agreement” shall mean this Growth Management and Revenue Sharing Agreement between the Parish, STD#3, and Mandeville regarding growth management, annexation, and division of Sales Tax proceeds, and which will become effective January 1, 2024.
 - 2.2. “Area One” is that immovable property around Mandeville that is subject to annexation by Mandeville and that is within the boundaries of STD#3. Area One is identified in the attached map and legal description, Exhibits “A” and “B,” respectively. Area One is denoted in yellow on the map. In the 2003 Agreement of the Prior Agreement between the Parties, Area One is referred to as “Annexation Area One” or “Priority 1.” Area One includes two infill areas that are referred to as “Infill Area One” and “Infill Area Two.”
 - 2.3. “Area Two” is that immovable property around Mandeville that is subject to annexation by Mandeville and that is within the boundaries of STD#3. Area Two is identified in the attached map and legal description, Exhibits “A” and “C,” respectively. Area Two is

denoted in blue on the map. In the 2003 Agreement of the Prior Agreement between the Parties, Area Two is referred to as “Annexation Area Two” or “Priority 2.”

- 2.4. “Coded” is the classification that is assigned by the St. Tammany Parish Sheriff to a Developed Commercial Property that delineates the manner in which Sales Tax proceeds are allocated.
- 2.5. “Developed Commercial Property” means any parcel of land that contains a business making retail sales or producing Sales Tax proceeds. All other property not falling within the definition of Developed Commercial Property shall be considered undeveloped or other property.
- 2.6. “Growth Management Area” is that immovable property within the boundaries of STD#3 that the City of Mandeville does not intend to annex but which has a significant economic impact of the City. The Growth Management Area is identified in the attached map and legal description, Exhibits “A” and “D,” respectively. The Growth Management Area is denoted in green on the map.
- 2.7. “Improvement” means a valuable addition made to land that is intended to enhance its value and/or potential as a Developed Commercial Property. A parking lot does not constitute an Improvement if a boundary line of an Area and/or Mandeville divides only the parking lot.
- 2.8. “Misallocation,” “Misallocate,” and “Misallocated” refers to the improper division of Sales Tax proceeds between the Parties.
- 2.9. “Party” or “Parties” shall mean the parties that are participating in this Agreement, whether singular or plural; i.e., the Parish, STD#3, and Mandeville.
- 2.10. “*Proces Verbal*” shall mean the language that was submitted to and approved by the voters on November 4, 1986, and renewed on July 16, 2005 authorizing a two percent (2%) Sales Tax. The following proposition was submitted to and approved by the voters on July 16, 2005:

Shall Sales Tax District No. Three of the Parish of St. Tammany, State of Louisiana (“the “District”), under the provisions of Article VI, Section 29 of the Louisiana Constitution of 1974, and other constitutional and statutory authority, be authorized to continue to levy and collect the tax of two percent (2%) (the “Tax”), previously authorized at an election held on November 4, 1986, for an additional period of 25 years commencing December 1, 2006, upon the sale at retail, the use, the lease or rental, the consumption and the storage for use or consumption, of tangible personal property and on sales of services in the District, with the net proceeds of the Tax heretofore or hereafter collected (after paying the reasonable and necessary costs and expenses of collecting and administering the Tax), to be rededicated and used for the purposes of constructing, acquiring, extending, improving, maintaining and/or operating (i

roads, streets and bridges and (ii) drains and drainage facilities, including acquiring all necessary land, equipment and furnishings for any of said public works, improvements and facilities, and further including allocation of funds under intergovernmental agreements with municipalities relating to annexations, revenue sharing areas and growth management areas, to be used by said municipalities for any one or more of the aforesaid purpose that have a benefit to residents of the District, and shall the District be further authorized to fund the proceeds of the Tax into bonds from time to time for any of said capital improvements, to the extent and in the manner permitted by the laws of Louisiana, including Sub Part F, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950?

- 2.11.** “STD#3 Sales Tax” or “Sales Tax” shall mean (only) the sales and use tax imposed by STD#3 as authorized by Louisiana constitutional and statutory law (including, but not limited to, La. Rev. Stat. 47:301), the *Proces Verbal*, as well as St. Tammany Parish Ordinance No. 86-693, adopted September 4, 1986; St. Tammany Parish Ordinance No. 86-730, adopted November 20, 1986; St. Tammany Parish Ordinance No. 86-664, adopted on July 17, 1986; and St. Tammany Parish Ordinance No. 05-1183, adopted September 28, 2005.

3. OBLIGATIONS

3.1. STD#3.

3.1.1. STD#3 will collect the Sales Tax proceeds according to the *Proces Verbal*.

3.1.2. STD#3 shall collaborate with the Parish, Mandeville and St. Tammany Parish Sheriff’s Office (“STPSO”), under the terms set forth in this Agreement, in an effort to ensure that STD#3 Sales Tax proceeds owing to the jurisdictions of STD#3, the Parish and Mandeville are properly allocated and remitted to each respective Interested Party.

3.1.3. STD#3 shall follow the rules and procedures set forth in this Agreement to resolve any present and future disputes concerning improper allocation or remittance of STD#3 Sales Tax proceeds among STD#3, the Parish and Mandeville.

3.1.4. STD#3 shall comply with all applicable governmental laws, rules, regulations and requirements.

3.2. The Parish.

3.2.1. The Parish will use the Sales Tax proceeds collected for STD#3 according to the *Proces Verbal*.

- 3.2.2. The Parish shall make all reasonable efforts to inform Mandeville of any Parish projects within the unincorporated or incorporated portions of Area One, Area Two, or the Growth Management Area, and shall consult with Mandeville if a Parish project will impact either a municipal property or a property located within Area One, Area Two, or the Growth Management Area, as defined above.
 - 3.2.3. The Parish shall consult with Mandeville if a Parish project will impact a property within the incorporated boundaries of Mandeville and/or Area One, Area Two, or the Growth Management Area.
 - 3.2.4. The Parish shall collaborate with STD#3, Mandeville and the St. Tammany Parish Sheriff's Office, under the terms set forth in this Agreement, in an effort to ensure that STD#3 Sales Tax proceeds owing to the jurisdictions of STD#3, the Parish and Mandeville are properly allocated and remitted to each respective Interested Party.
 - 3.2.5. The Parish shall follow the rules and procedures set forth in this Agreement to resolve any present and future disputes concerning improper allocation or remittance of STD#3 Sales Tax proceeds among STD#3, the Parish and Mandeville.
 - 3.2.6. The Parish shall comply with all applicable governmental laws, rules, regulations and requirements.
- 3.3. Mandeville.
- 3.3.1. Mandeville will use the Sales Tax proceeds collected for STD#3 according to the *Proces Verbal*.
 - 3.3.2. Mandeville shall make all reasonable efforts to inform the Parish of any Mandeville projects within the incorporated or unincorporated portions of Area One, Area One, Area Two, or the Growth Management Area, and shall consult with the Parish if a Mandeville project will impact a property located in either a municipal property or a property located within Area One, Area Two, or the Growth Management Area, as defined above.
 - 3.3.3. Mandeville shall consult with the Parish on proposed developments and/or projects that may have an impact on any property within Area One, Area Two, or the Growth Management Area.
 - 3.3.4. Mandeville shall be responsible for constructing, acquiring, extending, improving, maintaining and/or operating (i) roads, streets and bridges and (ii) drains and drainage facilities in those properties annexed into the municipal boundaries of Area One, not to include state or federal maintained road and drainage infrastructure.
 - 3.3.4.1. Pursuant to the development of effective infrastructure and growth management initiatives within the growth management area and STD#3, the Parish and Mandeville may enter into joint projects to provide

improvements to the area, included but not limited to, drainage projects, roadway construction, sewer and water facilities, environmental protection and conservation easements, recreational facilities and other similar projects. Such projects may be jointly funded through collected sales taxes from the growth management area.

- 3.3.5. Mandeville shall collaborate with Parish, STD#3 and the STPSO, as set forth in this Agreement, in an effort to ensure that STD#3 Sales Tax proceeds owing to the jurisdictions of Mandeville, the Parish and STD#3 are properly allocated to each respective Interested Party.
- 3.3.6. Mandeville shall follow the rules and procedures set forth in this Agreement to resolve any present and future disputes concerning improper allocation of STD#3 Sales Tax proceeds among Mandeville, the and STD#3.
- 3.3.7. Mandeville shall comply with all applicable governmental laws, rules, regulations and requirements.

4. DIVISION OF SALES TAX DISTRICT NO. 3 PROCEEDS

4.1. Developed Commercial Properties within Mandeville’s municipal boundaries as of the date of this Agreement.

- 4.1.1. All sales tax revenue that is currently being collected on property that is within Mandeville’s municipal boundaries shall remain payable to Mandeville on a one hundred percent (100%) basis.
- 4.1.2. New developments within annexed boundaries of Mandeville will be remitted 100% to Mandeville.

4.2. Developed Commercial Properties within Area One:

- 4.2.1. **Area One:** Eighty percent (80%) of Sales Tax proceeds generated by a Developed Commercial Property within Area One, which is not within the municipal boundaries of Mandeville, will be collected by STD#3 and remitted to Mandeville, twenty percent (20%) of Sales Tax proceeds generated by a Developed Commercial Property within Area One will be collected by STD#3 and remitted to Parish.

4.3. Developed Commercial Properties within Area Two:

- 4.3.1. **Area Two:** Fifty percent (50%) of Sales Tax proceeds generated by a Developed Commercial Property within the Growth Management Area will be collected by STD#3 and remitted to Parish, and fifty percent (50%) of Sales Tax proceeds generated by a Developed Commercial Property within the Growth Management Area will be collected by STD#3 and remitted to Mandeville.

4.4. Developed Commercial Properties within the Growth Management Area:

4.4.1. Growth Management Area: Eighty percent (80%) of Sales Tax proceeds generated by a Developed Commercial Property within the Growth Management Area will be collected by STD#3 and remitted to Parish, and twenty percent (20%) of Sales Tax proceeds generated by a Developed Commercial Property within the Growth Management Area will be collected by STD#3 and remitted to Mandeville.

4.5. Developed Commercial Properties outside Area One, Area Two, the Growth Management Area, and Mandeville's municipal boundaries as of November 4, 1986:

4.5.1. One hundred percent (100%) of Sales Tax proceeds will be collected by STD#3 and remitted to the Parish.

4.6. Developed Commercial Properties across multiple areas:

4.6.1. In the event that improvements located on a Developed Commercial Property overlap Mandeville's municipal boundaries as of November 4, 1986, Area One, Area Two, the Growth Management Area, and/or all other areas such that a conflict exists as to the division of Sales Tax proceeds, then Sales Tax proceeds shall be evenly divided between the Parish and Mandeville.

4.6.2. All Parties agree that the location of the cash register in a Developed Commercial Property shall not be determinative of the division of Sales Tax proceeds.

4.7. New developments within the growth management areas will be remitted pursuant to the above described allocations in accordance with this Agreement.

4.8. All Parties agree that in the event that merchandise is delivered to a destination, the division of Sales Tax proceeds regarding such a transaction shall be governed by the point of destination.

4.9. The Parties acknowledge that the goal and purpose, articulated in Article 1 of the Unified Development Code for St. Tammany Parish, are intended to guide and accomplish the coordinated, adjusted, and harmonious development of the Parish. If Mandeville annexes immovable property and enacts a zoning classification for that immovable property which permits more intense commercial or industrial land use than the zoning classification adopted for the property by the Parish prior to the annexation, then Sales Tax proceeds generated by Developed Commercial Property in the annexed area may be remitted solely to the Parish. If the Parish objects to the zoning classification that permits more intense commercial or industrial land use, as outlined in Section 6.5, the Parish may, at its sole discretion, choose to retain one hundred percent (100%) of the Sales Tax proceeds generated by Developed Commercial Property in the annexed area.

4.10. Mandeville shall segregate Sales Tax proceeds from other income and maintain a separate account for Sales Tax proceeds. Within ninety (90) days after the close of each fiscal year, Mandeville shall:

4.10.1. If the amount Sales Tax proceeds for point of delivery and motor vehicle sales cannot be determined, Mandeville shall prepare and provide to the Parish an affidavit that states that the reasonably identified amount of Sales Tax proceeds derived from motor vehicle and/or point of delivery sales shall be and are being used in a manner consistent with the terms of the Proces Verbal. The methodology for determining a reasonable amount shall be established by mutual consent of the Parties; and

4.10.2. Prepare and provide to the Parish an annual report that provides an accounting of the receipt and expenditure of all Sales Tax proceeds, other than those derived from motor vehicle and/or point of delivery sales, received by Mandeville during the preceding calendar year. The report shall list the assets and liabilities at the end of the year, the income and expenditures for the year, including detailed schedules on purchases, and other data pertinent to the expenditure of Sales Tax proceeds.

5. ANNEXATION PROCEDURE

5.1. Mandeville may annex immovable property in Area One and Area Two in accordance with the provisions of La. R.S. 33:171 through La. R.S. 33:180.

5.2. Mandeville must provide written notice of its intent to annex property pursuant to La. R.S. 33:172, by certified mail, return receipt requested, to the Parish at least one (1) month in advance of the date of the Mandeville Council meeting regarding the annexation.

5.3. The annexation of immovable property within Area One and Area Two shall not require Parish approval; however, Mandeville shall not adopt an ordinance or resolution that finalizes the annexation until the Parish Council adopts a resolution concurring, for tracking purposes, with the annexation. Otherwise, the Parish is entitled to seek relief under Section 12 of this Agreement.

5.4. The Parish will not object to an attempt by Mandeville to annex any immovable property in Area One or Area Two; however, all annexations shall comport with state law.

5.5. Mandeville shall not annex property in the Growth Management Area.

6. LAND USE AND ZONING

6.1. The Parish and Mandeville may mutually agree to develop regulatory ordinances to manage growth areas. These ordinances may include but are not limited to land use, zoning, project design, drainage, traffic, and transportation infrastructure, plus other regulatory functions.

- 6.2. The Parish and Mandeville agree that, upon the annexation of undeveloped property, the more restrictive drainage and/or traffic impact regulations of either Parish or Mandeville shall be applicable to such annexed property for two (2) years after the municipal ordinance annexing the property into Mandeville.
- 6.3. If the Parish and Mandeville agree that different regulations than either the Parish's or Mandeville's should apply to property that is the subject of the annexation, modifications to the applicable regulations may be made upon the written concurrence of the Engineering Departments of the Parish and Mandeville.
- 6.4. The Parish and Mandeville agree to cooperate in the review and approval of any drainage plans and/or traffic impact analysis, in order to insure the least amount of adverse drainage and traffic impacts on surrounding areas and to existing and future drainage and traffic infrastructure.
- 6.5. Pursuant to the dictates and intent of La. R.S. 33:172(A)(1)(e), upon application of Mandeville, the Parish may concur with the change in zoning, and if agreed to, the annexed immovable property shall be subject to this Agreement in regard to the division of Sales Tax proceeds. (Please refer to Section 4.6 of this Agreement as to the manner in which STD#3 proceeds shall be divided if the Parish does not concur and the annexed immovable property is not subject to this agreement). Any request by Mandeville for a zoning classification that permits more intense commercial or industrial land use than the zoning classification adopted for the property by the Parish prior to the annexation shall be sent to the Parish's designee by certified mail, return receipt requested. If the Parish does not respond to the request within sixty (60) days of receipt of the request, it shall be deemed approved by the Parish. This shall not apply to immovable property that is surrounded at least ninety percent (90%) by Mandeville.
- 6.6. Once a conceptual development plan and a PD or PUD zoning classification are established for a property, as provided above, further zoning actions consistent with that plan and classification shall not require Parish approval.

7. PROCEDURE FOR RESOLUTION OF SALES TAX MISALLOCATION

- 7.1. Preliminary Identification and Determination of Misallocation. In the event that an Interested Party believes it has identified a misallocation of STD#3 Sales Tax proceeds as contemplated by this Agreement, the identifying Interested Party shall provide written notice of the error to the STPSO, including all supporting documentation therewith. The identifying Interested Party shall copy all Interested Parties to this Agreement on said notice.
- 7.2. Upon receipt of written notice as provided in Section 7.1, the STPSO shall acknowledge receipt thereof to all Interested Parties, in writing, and conduct an audit concerning said misallocation in an effort to determine (1) whether any misallocation occurred; (2) if a misallocation occurred, the amount of the misallocation; and (3) the manner in which any such misallocation occurred.

- 7.3.** In conducting its audit, the Interested Parties agree that the STPSO may utilize any and all resources it deems necessary and appropriate, including, but not limited to, municipal and parish land and property records, tax and assessment records, and any information or documentation supplied by an Interested Party to this Agreement as detailed in Section 7.1 or otherwise. The STPSO may request additional information or documentation from an Interested Party concerning the subject of an audit, and the Interested Parties agree to provide said information and/or documentation to the STPSO absent a claim of legal privilege or some other non-arbitrary, justifiable basis thereto. In the event that an Interested Party declines to provide the requested information to the STPSO on the basis of privilege or otherwise, it shall set forth in writing the basis for said declination to the STPSO and all Interested Parties within thirty (30) days of receipt of the initial request for information from the STPSO.
- 7.4.** The Interested Parties acknowledge that the STPSO, from time to time, may discover a misallocation of STD#3 Sales Tax proceeds through its own research. In such an event, the Interested Parties authorize the STPSO to notify all Interested Parties to this Agreement and proceed with an audit as outlined above and as further provided in this Agreement.
- 7.5.** Time Limitation. The Interested Parties agree that the amount of Sales Tax proceeds subject to reallocation under this Agreement shall be limited to the following:
- 7.5.1.** For a misallocation discovered by the STPSO, those proceeds accruing within three (3) calendar years prior to the date that the STPSO has first notified the Interested Parties to this Agreement of the misallocation through the process set forth above in Section 7.4, the current year and the period of time beginning on the date of initial notice and ending on the date the cause of the misallocation is corrected by the STPSO, if the conclusion is final that, in fact, a misallocation occurred; and
- 7.5.2.** For a misallocation not discovered by the STPSO, those proceeds accruing within three (3) calendar years prior to the date that the STPSO has first been notified by an Interested Party to this Agreement of the misallocation through the process set forth above in Section 7.1, the current year and the period of time beginning on the date of initial notice and ending on the date the cause of the misallocation is corrected by the STPSO, if the conclusion is final that, in fact, a misallocation occurred.
- 7.6.** Audit Findings. Within fifteen (15) business days after completing its audit, or as soon thereafter as practicable, the STPSO shall provide copies of its written report to the Interested Parties. The report shall include, at minimum, the information described in Section 7.2 above.
- 7.7.** Dispute of Audit Findings. In the event that STPSO, through its audit, determines that a misallocation has occurred, any Interested Party shall have forty five (45) days from the date of receipt of the audit findings to object to and dispute the same. Any dispute of said findings must be made in writing to STPSO, with a copy of said correspondence and

relevant documentation sent to all Interested Parties to this Agreement. In the event that no Interested Party objects to the audit findings of STPSO as set forth above, it will be presumed that all Interested Parties (1) accept the findings of the STPSO's audit and (2) agree to the settlement and remittance of Sales Tax proceeds among the Interested Parties, as justified in the audit findings of STPSO, in accordance with the conditions and procedures set forth below in Section 7.9. In the event that one or more of the Interested Parties object to the audit findings of STPSO as set forth above, the Interested Parties to this Agreement shall have sixty (60) days from the date of first objection to discuss and resolve said objection. Thereafter, the following procedure shall govern such dispute:

7.7.1. If the Interested Parties are able to resolve the objection to STPSO's audit findings within said sixty (60) day period, any Interested Party who is found by STPSO to owe a misallocation balance under this Agreement, as reflected by the accord and understanding of the Interested Parties, shall agree to the remittance of Sales Tax proceeds in accordance with the conditions and procedures set forth below in **Section 7.9**.

7.7.2. If the Interested Parties are unable to resolve the objection to STPSO's audit findings within said sixty (60) day period, and if no Interested Party sends formal, written notice to STPSO and all Interested Parties invoking settlement procedures as set forth below in **Section 7.8** within said sixty (60) day period, the Interested Parties shall agree to the settlement and remittance of Sales Tax proceeds among the Interested Parties, as justified in the audit findings of the STPSO, in accordance with the conditions and procedure set forth below in **Section 7.9**.

7.8. Settlement and Remittance of Sales Tax Proceeds. The interested parties agree to employ the following procedure concerning the settlement and remittance of Sales Tax proceeds under this Agreement.

7.8.1. For a misallocation balance owed by an Interested Party under this Agreement, as confirmed by a mutual agreement of the Interested Parties reached pursuant to Section 7.7.1 of this Agreement, pertinent audit findings of the STPSO or arbitral award, any of which occur at least five (5) months prior to the date on which said Party's governing authority and/or legislative council adopts its official Budget for the subsequent Fiscal Year:

7.8.1.1. Said owing Interested Party shall make every effort to include the payment of the misallocation balance in its adopted budget for the Fiscal Year subsequent to the date of mutual agreement of the Interested Parties pursuant to **Section 7.7.1** of this Agreement, pertinent audit findings of STPSO or arbitral award, and shall thereafter remit the balance of said misallocation in two (2) lump sum payments, as follows:

7.8.1.1.1. That portion of the misallocation balance accruing within the period of time encompassing three (3) calendar years prior to the date that the

Interested Parties to this Agreement have first been notified of the misallocation through the process set forth above in **Sections 7.1 or 7.4**, as well as the current year, if the conclusion is final that, in fact, a misallocation occurred, shall be made by the owing Interested Party no later than the conclusion of the second quarter of the Fiscal Year subsequent to the date of mutual agreement of the Interested Parties pursuant to **Section 7.7(a)** of this Agreement, pertinent audit findings of STPSO or arbitral award; and

7.8.1.1.2. That portion of the misallocation balance accruing within the period of time beginning on the date that the Interested Parties to this Agreement have first been notified of the misallocation through the process set forth above in **Sections 7.1 or 7.4** and ending on the date the cause of the misallocation is corrected by STPSO, if the conclusion is final that, in fact, a misallocation occurred, shall be made by the owing Interested Party no later than the conclusion of the second quarter of the second Fiscal Year subsequent to the date of mutual agreement of the Interested Parties pursuant to **Section 7.7(a)** of this Agreement, pertinent audit findings of STPSO or arbitral award.

7.8.1.2. For a misallocation balance owed by an Interested Party under this Agreement, as confirmed by a mutual agreement of the Interested Parties reached pursuant to Section 7.7(a) of this Agreement, pertinent audit findings of the STPSO or arbitral award, any of which occur less than five (5) months prior to the date on which said Party's governing authority and/or legislative council adopts its official Budget for the subsequent Fiscal Year:

7.8.1.2.1. Said owing Interested Party shall make every effort to include the payment of the misallocation balance in its adopted budget for the second Fiscal Year subsequent to the date of mutual agreement of the Interested Parties pursuant to **Section 7.7(a)** of this Agreement, pertinent audit findings of STPSO or arbitral award, and shall thereafter remit the balance of said misallocation in two (2) lump sum payments, as follows:

7.8.1.2.1.1. That portion of the misallocation balance accruing within the period of time encompassing three (3) calendar years prior to the date that the Interested Parties to this Agreement have first been notified of the misallocation through the process set forth above in **Sections 7.1 or 7.4**, as well as the current year, if the conclusion is final that, in fact, a misallocation occurred, shall be made by the owing Interested Party no later than the conclusion of the second quarter of the second Fiscal Year subsequent to the date of mutual agreement of the Interested Parties pursuant to **Section 7.7(a)** of this Agreement, pertinent audit findings of STPSO or arbitral award; and

7.8.1.2.1.2. That portion of the misallocation balance accruing within the

period of time beginning on the date that the Interested Parties to this Agreement have first been notified of the misallocation through the process set forth above in **Sections 7.1 or 7.4** and ending on the date the cause of the misallocation is corrected by STPSO, if the conclusion is final that, in fact, a misallocation occurred, shall be made by the owing Interested Party no later than the conclusion of the second quarter of the third Fiscal Year subsequent to the date of mutual agreement of the Interested Parties pursuant to **Section 7.7.(a)** of this Agreement, pertinent audit findings of STPSO or arbitral award.

7.9. Release of Claims. Upon the full settlement and remittance of Sales Tax proceeds among the Interested Parties pursuant to the completion of an audit of a misallocation, or as otherwise set forth in this Agreement, the Interested Parties agree to release any and all claims, causes of action and grievances of any nature whatsoever that they might have with respect to said misallocation, audit, and the circumstances giving rise to said audit.

7.10. The Interested Parties acknowledge and agree that no provision of this Agreement is intended to change, alter or modify the original method of calculation and division of Sales Tax proceeds by the STPSO as related to Parish, STD#3, Mandeville or any other jurisdiction. Rather, through the execution of this Agreement, the Interested Parties desire solely to create a framework whereby present and future misallocations and divisions of Sales Tax proceeds, as contemplated in this Agreement, may be fully, harmoniously and judiciously resolved, where and as necessary, for the benefit of all Parties to this Agreement.

8. TERMINATION AND BINDING NATURE

8.1. This Agreement shall become effective on January 1, 2024, and shall terminate on November 30, 2031.

8.2. Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

8.3. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all Parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement

8.4. Should any Interested Party seek to terminate this Agreement for any reason prior to the expiration of the Term, the Interested Party seeking to terminate shall provide written notice of its intent to terminate thirty (30) days prior to the date of termination.

9. CONTRACTUAL VALIDITY AND MISCELLANEOUS PROVISIONS

- 9.1. If attempt at dispute resolution, pursuant to Section 13 of this Agreement, should fail, any suit filed by a Party that arises out of or relates to this Agreement shall be filed in the 22nd Judicial District Court for the Parish of St. Tammany, which shall have exclusive venue and jurisdiction for any such action.
 - 9.2. Any delay or failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
 - 9.3. The Parties agree and acknowledge that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
 - 9.4. No Party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the Parties.
 - 9.5. Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
 - 9.6. Each Party certifies that it will adhere to and follow any and all ordinances and laws applicable to each Party's obligations as stated herein.
 - 9.7. Each Party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. § 42:1101, *et seq.*) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. § 24:513A(1)(b)(iv)) in carrying out the provisions of this Agreement.
- 10. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, and supersedes all negotiations, prior discussions, preliminary agreements, and/or prior agreements.
- 11. APPLICABLE LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflict of laws principles.
- 12. DEFENSE AND INDEMNITY.** Mandeville agrees to indemnify, hold harmless and defend Parish, and its respective officers, agents, servants, attorneys and employees from and against any and all claims, demands, losses, suits, damages, judgments, costs and expenses, whether indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for actions or inactions arising out of, in connection with or resulting Mandeville's misuse of Sales Tax proceeds that

may be due to and caused in whole or in part by any act, error, or commission or omission of any act by negligence or otherwise.

- 13. DISPUTE RESOLUTION; MEDIATION.** If a dispute other than one as to Annexation arises out of or relates to this Agreement, the aggrieved Party shall put the other Parties on notice and make demand for resolution of the Claim. Thereafter, the Parties shall use their best efforts to settle the Claim. To that effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties. If, after thirty (30) days, the Parties do not reach a resolution, the Parties shall meet with the Sheriff of St. Tammany Parish (“Sheriff”) in order to resolve the Claim. If, after the next thirty (30) days, the Parties do not reach a resolution or conduct a meeting with the Sheriff, the Parties shall attempt to settle the Claim by non-binding mediation as a condition precedent to litigation. A written request for mediation by the requesting Party shall be given to the other Parties. A mediator shall be chosen by, and the cost of the mediator shall be shared equally by, Mandeville and the Parish. A location for the mediation shall be mutually agreed upon. Agreements reached as a result of the mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If a Party fails to respond to a written request for mediation within thirty (30) days after being put on notice of the request for mediation by the other Party, that Party shall be deemed to have waived its right to mediate the issue in dispute and the condition precedent of conducting mediation prior to instituting suit shall be considered fulfilled.
- 14. FORCE MAJEURE.** If either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required under this Agreement by reason of strikes, walk outs, labor troubles, inability to procure materials, failure of power, weather, riots, insurrection, terrorism, war or other reason of a like nature not the fault of the Party delayed in performing work or doing as required under the terms of the Agreement, then performance of such act or obligation shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.
- 15. INTERPRETATION.** Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction that ambiguous language shall be construed against the Party drafting the document shall not apply.
- 16. SEVERABILITY.** In the event that any one or more provisions of this Agreement is for any reason held to be unenforceable, illegal, and/or invalid, the Parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement. If the defective provision cannot be amended to accomplish this goal, the provision(s) shall be severed and the remainder of this Agreement shall remain in full force and effect.

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

18. NOTICES. Any notice required or permitted to be given under or in connection with this Agreement, unless otherwise specified, shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to Mandeville:

City of Mandeville
Clay Madden, Mayor
3101 East Causeway Approach
Mandeville, Louisiana 70448

If to the Parish:

St. Tammany Parish Government
Michael B. Cooper, Parish President
P.O. Box 628
Covington, LA 70434

If to the STD#3:

St. Tammany Parish Government
Michael B. Cooper, Parish President
P.O. Box 628
Covington, LA 70434

THUS DONE AND SIGNED in multiple originals, to be executed simultaneously in two or more counterparts, each of which shall be deemed an original on the _____ day of _____, 2023 in the presence of the undersigned witnesses.

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

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

BY:

**MICHAEL B. COOPER
PARISH PRESIDENT**

NOTARY PUBLIC

THUS DONE AND SIGNED in multiple originals, to be executed simultaneously in two or more counterparts, each of which shall be deemed an original on the _____ day of _____, 2023 in the presence of the undersigned witnesses.

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

WITNESSES:

SALES TAX DISTRICT NO. 3

BY: _____
MICHAEL B. COOPER
PARISH PRESIDENT

NOTARY PUBLIC

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

THUS DONE AND SIGNED on the _____ day of _____, 2023 in the presence of the undersigned witnesses.

WITNESSES:

CITY OF MANDEVILLE

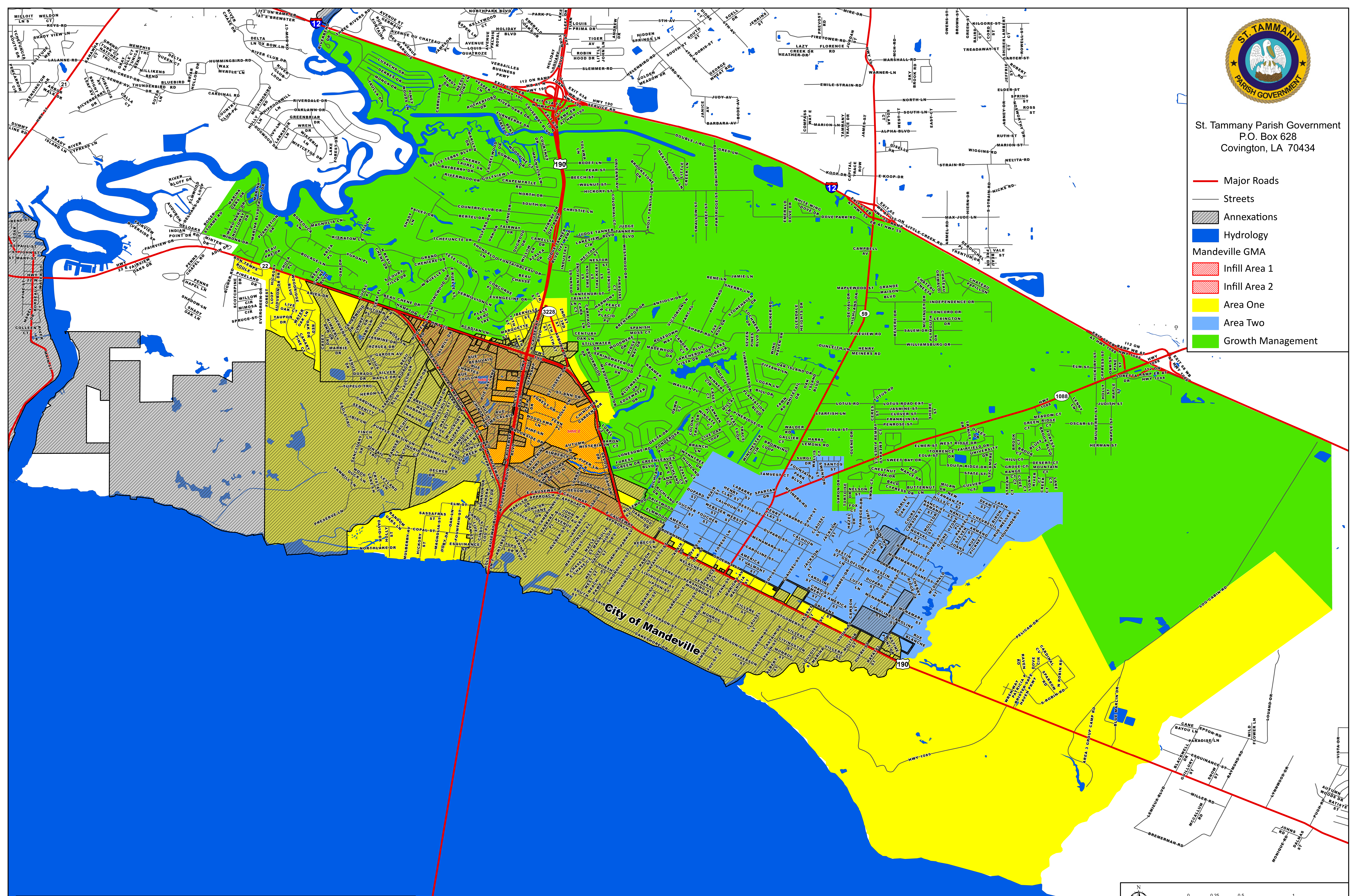
BY: _____
CLAY MADDEN
MAYOR

NOTARY PUBLIC



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- Major Roads
- Streets
- Annexations
- Hydrology
- Mandeville GMA
 - Infill Area 1
 - Infill Area 2
 - Area One
 - Area Two
 - Growth Management



STP Growth Management Areas and Annexations
City of Mandeville

Effective January 1, 2024

0 0.25 0.5 1
Mile

This map was produced by the GIS Section of St. Tammany Parish Department of Technology. Note: This map is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2023. St. Tammany Parish, Louisiana. All rights reserved.

MapID: 2023-aps-635 Map Date: 10/18/2023

EXHIBIT "B"

Annexation Area One - Legal Description

1. Commencing at a Point of Beginning at the intersection of Bayou Cane and the northernmost shoreline of Lake Pontchartrain; thence,
2. Proceed in a northerly direction along the centerline of Bayou Cane to the northwest corner of Section 48, T8S R12E; thence,
3. Proceed in easterly direction along northern section line of Section 48, T8S R12E to the western corner of Section 16, T8S R12E; thence,
4. Proceed in a north and easterly direction along the southeast section line of Section 42, T8S R12E to the easternmost corner of said section; thence,
5. Proceed in a north and westerly direction along the northwest section line of Section 42, T8S R12E to the northernmost corner of said section; thence,
6. Proceed in a south and westerly direction along northwest section line of Section 42, T8S R12E to the easternmost corner of Section 43, T8S R12E; thence,
7. Proceed in a north and westerly direction along the northeast section line of Section 43, T8S R12E to the intersection of said section line and the centerline of Bayou Castine; thence,
8. Proceed in a southerly direction along the centerline of Bayou Castine to the intersection of said bayou, Castine Point Subdivision, and U.S. 190; thence,
9. Proceed in a northerly direction along the eastern boundary line of the Castine Point Subdivision to the intersection of the northeast corner of Castine Point Subdivision and America Street, thence,
10. Proceed in a westerly direction along America Street to the intersection of America Street and Rapatel Street; thence,
11. Proceed in a southerly direction along Rapatel Street to the intersection of Rapatel Street and Orleans Street (extended); thence,
12. Proceed in a westerly direction along Orleans Street (extended) to the intersection of Orleans Street and Atalin Street; thence,
13. Proceed in a northerly direction along Atalin Street to the intersection of Atalin Street and America Street; thence,
14. Proceed in a westerly direction along America Street to the intersection of America Street and Jackson Street (extended); thence,
15. Proceed in a southerly direction along Jackson Street (extended) to the intersection of Jackson Street and Orleans Street; thence,
16. Proceed in a westerly direction along Orleans Street (extended) to the intersection of Orleans Street and Wilkinson Street; thence,
17. Proceed in a northerly direction along Wilkinson Street to the intersection of Wilkinson Street and southern boundary of Tanglewood II Subdivision; thence,
18. Proceed in a westerly direction along the southern boundary of Tanglewood II Subdivision to the intersection of said boundary and the western boundary of Tanglewood II Subdivision thence,
19. Proceed in a northerly direction along western boundary of Tanglewood II Subdivision to the southern boundary of Greenleaves Subdivision; thence,
20. Proceed in a westerly direction along the southern boundary of Greenleaves Subdivision to the intersection of said boundary and US 190; thence,
21. Proceed in a northerly direction along US 190 to the intersection of US 190 and the westernmost corner of Cherry Creek Subdivision; thence,

22. Proceed in a north and easterly direction along Bayou Chinchuba to the southeast corner of Meadowbrook Subdivision; thence,
23. Proceed in a northerly direction along the western boundary of Meadowbrook Subdivision to the southern boundary of Century Oaks Subdivision; thence,
24. Proceed due west along the southern boundary of Century Oaks Subdivision (extended) to the intersection of said line and southeast corner of Chinchuba Subdivision; thence,
25. Proceed in a northerly direction along the eastern boundary of Chinchuba Subdivision to the northeast corner of said subdivision; thence,
26. Proceed in a westerly direction along the northern boundary of the Chinchuba Subdivision to a point at the intersection of said boundary and US 190; thence,
27. Proceed in a northerly direction along US 190 to the intersection of US 190 and the southeastern section line of Section 37, T7S R11E; thence,
28. Proceed in a south and westerly direction along the southeastern section line of Section 37, T7S R11E to the intersection of said boundary and the southeastern boundary of Beau Chene Subdivision; thence,
29. Proceed in a southerly direction along the southeastern boundary of Beau Chene Subdivision to the intersection of said boundary and LA 22; thence,
30. Proceed in a westerly direction along LA 22 to the intersection of LA 22 and the northwest corner of the Bon Temps Subdivision; thence,
31. Proceed in a southerly direction along the western boundary of Bon Temps Subdivision to a point at the southwest corner of said subdivision; thence,
32. Proceed in a easterly direction along the southern boundary of the Bon Temps Subdivision to the intersection of said boundary and the western boundary of the Woodridge on the Lake Subdivision; thence,
33. Proceed in a southerly direction to a point located at the northeast corner of Section 5, T8S R11E; thence,
34. Proceed in a southerly direction along the western boundary of Section 5, T8S R11E to the intersection of said boundary and the northwest corner of Section 8, T8S R11E; thence,
35. Proceed in a southerly direction along the western boundary of Section 8, T8S R11E to the intersection of said boundary and the northernmost shoreline of Lake Pontchartrain; thence,
36. Proceed in an easterly direction along the northernmost shoreline of Lake Pontchartrain to the intersection of said shoreline and the centerline of Cane Bayou, being the Point of Beginning.

EXHIBIT "C"

Annexation Area Two - Legal Description

- A Commencing at a Point of Beginning being the northernmost corner of Section 43, T8S R12E; thence,
- B. Proceed in a north and easterly direction along southeast section line of Section 44, T8S R12E to the southeast corner of said section; thence,
- C. Proceed in a northerly direction along the eastern section line of Section 44, T8S R12E to the northeast corner of said section; thence,
- D. Proceed in an westerly direction along the northern section line of Section 44, T8S R12E and Section 55, T8S R11E to the northwest corner of Section 55; thence,
- E. Proceed in a southerly direction along the western section line of Section 55, T8S R11E to the north section line of Section 12, T8S R11E; thence,
- F. Proceed in a westerly direction along the north section line of Section 12, T8S R11E to a point on the western boundary of Airfield Subdivision; thence,
- G. Proceed in a northerly direction along the western boundary of Airfield Subdivision to the intersection of said boundary and LA 1088; thence,
- H. Proceed in an easterly direction along LA 1088 to the intersection of LA 1088 and the eastern boundary of Briarwood Terrace Subdivision; thence,
- I. Proceed in a northerly direction along eastern boundary of Briarwood Terrace Subdivision to the northeast corner of said subdivision; thence,
- J. Proceed in a westerly direction along the northern boundary of Briarwood Terrace to the northwest corner of said subdivision; thence,
- K. Proceed in a southerly direction along the western boundary of Briarwood Terrace Subdivision to the intersection of said boundary and Surgi Drive; thence,
- L. Proceed in a westerly direction along Surgi Drive to the intersection of Surgi Drive and LA 59; thence,
- M Proceed in a southerly direction along LA 59 to the intersection of LA 59 and the southernmost boundary of Hunters' Glen Subdivision; thence,
- N. Proceed in a westerly direction along the southern boundary of Hunters' Glen Subdivision (extended) to the eastern boundary of Greenleaves Subdivision; thence,
- O. Proceed in a southerly direction along the eastern boundary of Greenleaves Subdivision and Tanglewood II Subdivision, to the southeast corner of Tanglewood II; thence,
- P. Proceed in an easterly direction along Orleans Street (extended) to the intersection of Orleans Street and Jackson Street; thence,
- Q. Proceed in a northerly direction along Jackson Street to the intersection of Jackson Street and America Street (extended); thence,
- R. Proceed in an easterly direction along America Street to the intersection of America Street and Atalin Street; thence,
- S. Proceed in a southerly direction along Atalin Street to the intersection of Atalin Street and Orleans Street (extended); thence,
- T. Proceed in an easterly direction along Orleans Street (extended) to the intersection of Orleans Street and Rapatel Street; thence,
- U. Proceed in a northerly direction along Rapatel Street to the intersection of Rapatel Street and America Street; thence,
- V. Proceed in an easterly direction along America Street to the intersection of America Street and the northeast corner of Castine Point Subdivision Street; thence,

W. Proceed in a southerly direction along the eastern boundary line of Castine Point Subdivision to the intersection of said boundary line, Bayou Castine and U.S. 190; thence,

X. Proceed in a northerly direction along Bayou Castine to the intersection of Bayou Castine and the northernmost corner of Section 43, T8S R12E, being the Point of Beginning.

EXHIBIT "D"

Growth Management Area - Legal Description

1. Commencing at a Point of Beginning at the northeasternmost corner of Section 42, T8S R12E; thence,
2. Proceed in a north and westerly direction along the northern section line of Section 42, T8S R12E to the northeastern corner of said section; thence,
3. Proceed in a south and westerly direction along northwest section line of Section 42, T8S R12E to the easternmost corner of Section 43, T8S R12E; thence,
4. Proceed in a north and westerly direction along the northeast section line of Section 43, T8S R12E to the intersection of said section line and the centerline of Bayou Castine; thence,
5. Proceed in a southerly direction along the centerline of Bayou Castine to the intersection of Bayou Castine and U.S. 190; thence,
6. Proceed in a northerly direction along the eastern boundary line of the Castine Point Subdivision to the intersection of the northeast corner of Castine Point Subdivision and America Street, thence,
7. Proceed in a westerly direction along America Street to the intersection of America Street and Rapatel Street; thence,
8. Proceed in a southerly direction along Rapatel Street to the intersection of Rapatel Street and Orleans Street (extended); thence,
9. Proceed in a westerly direction along Orleans Street (extended) to the intersection of Orleans Street and Atalin Street; thence,
10. Proceed in a northerly direction along Atalin Street to the intersection of Atalin Street and America Street; thence,
11. Proceed in a westerly direction along America Street to the intersection of America Street and Jackson Street (extended); thence,
12. Proceed in a southerly direction along Jackson Street (extended) to the intersection of Jackson Street and Orleans Street; thence,
13. Proceed in a westerly direction along Orleans Street (extended) to the intersection of Orleans Street and Wilkinson Street; thence,
14. Proceed in a northerly direction along Wilkinson Street to the intersection of Wilkinson Street and southern boundary of Tanglewood II Subdivision; thence,
15. Proceed in a westerly direction along the southern boundary of Tanglewood II Subdivision to the intersection of said boundary and the western boundary of boundary of Tanglewood II Subdivision; thence,
16. Proceed in a northerly direction along western boundary of Tanglewood II Subdivision to the southern boundary of Greenleaves Subdivision; thence,
17. Proceed in a westerly direction along the southern boundary of Greenleaves Subdivision to the intersection of said boundary and US 190; thence,
18. Proceed in a northerly direction along US 190 to the intersection of US 190 and the westernmost corner of Cherry Creek Subdivision; thence,
19. Proceed in a north and easterly direction along Bayou Chinchuba to the southeast corner of Meadowbrook Subdivision; thence,
20. Proceed in a northerly direction along the western boundary of Meadowbrook Subdivision to the southern boundary of Century Oaks Subdivision; thence,
21. Proceed due west along the southern boundary of Century Oaks Subdivision (extended) to the intersection of said line and southeast corner of Chinchuba Subdivision; thence,

22. Proceed in a northerly direction along the eastern boundary of Chinchuba Subdivision to the northeast corner of said subdivision; thence,
23. Proceed in a westerly direction along the northern boundary of the Chinchuba Subdivision to a point at the intersection of said boundary and US 190; thence,
24. Proceed in a northerly direction along US 190 to the intersection of US 190 and the southeastern section line of Section 37, T7S R11E; thence,
25. Proceed in a south and westerly direction along the southeastern boundary of Beau Chene Subdivision to the intersection of said boundary and LA 22; thence,
26. Proceed in a westerly direction along LA 22 to the intersection of LA 22 and the southeast corner of Wedgewood Farms Subdivision; thence,
27. Proceed in a northerly direction along the eastern boundary of Wedgewood Farms Subdivision to the northeast corner of said subdivision; thence,
28. Proceed in a westerly direction along the northern boundary of Wedgewood Farms Subdivision to the intersection of said boundary and Roger Storme Road; thence,
29. Proceed in a north and easterly direction along Roger Storme Road to the intersection of said road and the southern boundary of Lot 5-B of the Matthew Dicks Subdivision (as delineated on Map #1884); thence,
30. Proceed in a north and easterly direction along the eastern boundary of Lot 5-B to the intersection of said lot and the southeast corner of Lot 5-A of the Matthew Dicks Subdivision (as delineated on Map #1884); thence,
31. Proceed in a north and easterly direction along the eastern boundary of Lot 5-A to the intersection of said lot and the centerline of the Tchefuncta River; thence,
32. Proceed in a northerly direction along the centerline of the Tchefuncta River to the intersection of said river and Interstate 12; thence,
33. Proceed in an easterly direction along Interstate 12 to a point due north of the northeastern corner of Section 42, T8S R12E; thence,
34. Proceed due south to the northeasternmost corner of Section 42, T8S R12E; being the Point of Beginning.

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

ORDINANCE NO. 23-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF 1.3 ACRES LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE, LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Mandeville City Council authorized the Mayor to obtain an appraisal and negotiate a purchase agreement with Chris Trepagnier (“The Owner”), for the City’s acquisition of approximately one and one-third acres lot, described as 7A-1 Resub of Lot 7A, Square 34 and Lot 7A-2 of Lot 7A, of Square 34 in City of Mandeville, St. Tammany Parish, Louisiana under Resolution No. 23-46 which was adopted on November 16, 2023; and

WHEREAS, an appraisal by Lake Parishes Appraisal Services, LLC estimated the fair market value of the immovable property, otherwise known as Lots 7A-1 and 7A-2, to be \$355,000 each, totaling \$710,000.00. Total costs of the appraisal were \$500.00. (See Appraisal attached hereto as Exhibit “A1”); and

WHEREAS, the City of Mandeville is desirous of obtaining municipal ownership of said property as described above for the purpose of taking it out of commerce, creating recreational and green space, using it for drainage and absorption purposes, and other purposes deemed appropriate by the City; and

WHEREAS, the Owners of that certain real property is desirous of selling said property to the City of Mandeville for a price of \$710,000.00; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Mayor of the City of Mandeville be authorized and empowered to execute all necessary documents on behalf of the City of Mandeville with the Owners in order to purchase the following described real estate for an amount up to but not to exceed \$710,000.00, plus reasonable closing costs associated with said transaction, and said conveyance from Seller shall be free and clear of all mortgages, judgments, liens, or other encumbrances:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto, belonging or in anywise appertaining thereto, situated on 1.3 ACRES 7A-1 Resub of Lot 7A, Square 34 and Lot 7A-2 of Lot 7A, of Square 34 in City of Mandeville, St. Tammany Parish bearing municipal addresses of 407 Carroll St. and 411 Carroll St.

More fully described in the Property Description attached as Exhibit A to the Purchase Agreement, and incorporated herein as Exhibit A2.

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 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 ____th day of _____, 2023

/s/
Kristine Scherer
Clerk of Council

/s/
Jason Zuckerman
Council Chairman

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Listing Firm _____ Seller's Designated Agent Name ("Seller's agent") & License Number _____ Brokerage Name & License Number _____ Agent Phone Number _____ Brokerage Phone Number _____ Email Address _____	<input type="checkbox"/> Dual Agent	RE/MAX ALLIANCE Selling Firm _____ FELICITY KAHN 0995686787 Buyer's Designated Agent Name ("Buyer's agent") & License Number _____ RE/MAX ALLIANCE 0995688505 Brokerage Name & License Number _____ 504-723-4320 985-674-5612 Agent Phone Number Brokerage Phone Number FELICITY@FELICITYKAHN.COM Email Address _____
Name of Agent Receiving Agreement from Designated Agent Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM		
Agreement transmitted by <input checked="" type="checkbox"/> electronic _____ <input type="checkbox"/> hand delivery <input type="checkbox"/> other _____		
Signature of Designated Agent Receiving Agreement _____ Day _____ Date _____ Time _____ AM/PM		
Comments _____		

Electronic Notice Authorization

The BUYER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.

The SELLER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provide to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and communications to the Seller's agent at the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER.

The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

BUYER'S Initials BUYER'S Initials
 BUYER'S Initials BUYER'S Initials

SELLER'S Initials SELLER'S Initials
 SELLER'S Initials SELLER'S Initials



407 & 411 Carroll Street, Mandeville, LA 70448

11/20/2023

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

1 **PROPERTY DESCRIPTION:** I/ We offer and agree to Buy/Sell the property at:

2 (Municipal Address) 407 & 411 Carroll Street

3 City Mandeville; Zip 70448; Parish St Tammany; Louisiana,

4 (Legal Description) LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE

5 on lands and grounds measuring approximately (# 1.3 Acres)

6 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements,
7 together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite
8 dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom
9 mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window
10 covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all
11 doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas
12 logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned
13 by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be
14 conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price are
15 transferred without any warranty and have no value:

25 All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are
26 in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in
27 lines 2 through 24 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:
28
29
30
31
32

33 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.
34 ZERO (0%) of the mineral rights owned by the SELLER are to be reserved and
35 retained by the SELLER. The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use.

37 BUYER	<i>Clay Madden for City of Mandeville</i> <small>dotloop verified 11/20/23 9:46 AM CST 606C 1E16 6104 1102</small>	SELLER	<i>Chris Fropgier</i> <small>dotloop verified 11/20/23 9:59 PM CST 606C 1E16 6104 1102</small>
38 BUYER		SELLER	
39 BUYER		SELLER	
40 BUYER		SELLER	

42 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting
43 the Property for the sum of SEVEN HUNDRED TEN THOUSAND DOLLARS (\$ 710,000.00) (the "Sale Price").

45 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on
46 JANUARY 12, 2024, or before if mutually agreed upon. Any change of the date for execution of the Act of
47 Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as
48 required by Louisiana statute LA R.S. 22:532 et seq.

BUYER'S Initials [] BUYER'S Initials []
BUYER'S Initials [] BUYER'S Initials []

SELLER'S Initials [] SELLER'S Initials []
SELLER'S Initials [] SELLER'S Initials []



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

49 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise mutually agreed upon in writing.

52 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

54 This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 343-352 or the attached addendum shall apply.

57 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

60 **FINANCING:**

62 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

64 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of N/A (\$ N/A) or N/A (N/A %) of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed N/A (N/A %) per annum, interest and principal, amortized over a period of not less than N/A (# N/A) years, payable in monthly installments or on any other terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by (Check all that apply):

- 70 Fixed Rate Mortgage
- 71 Adjustable Rate Mortgage
- 72 Rural Development
- 73 VA Guaranteed Mortgage
- 74 Other _____
- 70 FHA Insured Mortgage
- 71 Owner Financing
- 72 Bond Financing
- 73 Conventional Mortgage

76 The BUYER agrees to pay discount points not to exceed _____ (_____) % of the loan amount.
77 Other financing conditions _____

82 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has given written authorization to lender to proceed with the loan approval process within N/A (# _____) calendar days after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement null and void, by giving the BUYER written notice of the SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

94 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other dues owed to homeowners' associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners' associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of Sale, are to be paid by the SELLER.

BUYER'S Initials [] BUYER'S Initials [] Page 3 of 10 SELLER'S Initials [] SELLER'S Initials []
BUYER'S Initials [] BUYER'S Initials [] SELLER'S Initials [] SELLER'S Initials []



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

101 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the Property being not less than
102 the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater
103 than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the
104 BUYER shall provide the SELLER with a copy of the appraisal within THREE (#3) calendar days of receipt of same, along with
105 the BUYER'S written request for the SELLER to reduce the Sale Price. Within THREE (#3) calendar days after the SELLER'S
106 receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the
107 appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a
108 new Sale Price.

110 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions
111 of this Agreement, and the BUYER or the BUYER'S agent shall deliver within 72 hours, upon notice of acceptance of the offer, the BUYER'S
112 deposit (the "Deposit") in the amount of _____ (\$ _____) or _____ (%) of the Sale Price to
113 be paid in the form of:

114 Cash _____ (\$ _____) Certified Funds _____ (\$ _____)
115 Check _____ (\$ _____) Electronic Transfer _____ (\$ _____)
116 No Deposit

117 The Deposit shall be held by Listing Broker Selling Broker Other _____

119 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Article Title 46, Part LXVII Section 2717 requires that funds received in a
120 real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security
121 deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed
122 otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account
123 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding
124 the funds. I have read the attached addendum and acknowledge the Broker is not legally required to disburse a security deposit in accordance
125 with LAC 46:LXVII.2901 when a third party holds the Deposit.

127 BUYER _____ SELLER *Chris Ferguson*
128 BUYER _____ SELLER _____
129 BUYER _____ SELLER _____
130 BUYER _____ SELLER _____

132 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance
133 with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on
134 the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date
135 specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by
136 the Rules and Regulations set forth by the Louisiana Real Estate Commission.

138 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence
139 of the following events:

- 141 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and Inspection Period as set forth in lines 195
142 through 250 of this Agreement;
143
144 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 88 through 92
145 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
146
147 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines
148 88 through 92;
149
150 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale
151 Price as set forth in lines 101 through 108 of this Agreement;

BUYER'S Initials _____ BUYER'S Initials _____ Page 4 of 10 SELLER'S Initials *CF* SELLER'S Initials _____
BUYER'S Initials _____ BUYER'S Initials _____ SELLER'S Initials _____ SELLER'S Initials _____

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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- 153 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 165 through 169 of this
- 154 Agreement;
- 155
- 156 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 251
- 157 through 261;
- 158
- 159 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM,
- 160 and the BUYER terminates the agreement as a result thereof;
- 161
- 162 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the
- 163 BUYER terminates the agreement as a result thereof.
- 164

165 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,

166 and unpaid special assessments from the SELLER **within five calendar days** of acceptance of the Agreement. Special assessments shall mean

167 an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will

168 have **five calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security

169 deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

171 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to be constructed, check one:

- 172
- 173 A new home construction addendum, with additional terms and conditions, is attached.
- 174
- 175 There is no new home construction addendum.
- 176

177 **PROPERTY CONDITION:**

178 THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT

179 CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS

180 REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN

181 SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

182

183 **DUE DILIGENCE AND INSPECTION PERIOD:**

184 If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing

185 on the first day after acceptance of this Agreement and expiring FIFTY (#50) calendar

186 days after commencement OR upon the date and time the BUYER'S Request to the SELLER is received as set forth in line 216 *whichever is*

187 *earlier*. The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The due

188 diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property

189 or all utilities are not provided by the SELLER.

191 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to timely provide written notice of

192 termination or a written BUYER'S Request as described in lines 202 through 250 below prior to the expiration of the DDI Period shall be

193 deemed as acceptance by the BUYER of the Property's current condition.

194

195 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made by

196 experts or others of BUYER'S choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood

197 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures,

198 foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder

199 systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to

200 investigation into the Property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants

201 and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

BUYER'S Initials

BUYER'S Initials

BUYER'S Initials

BUYER'S Initials

SELLER'S Initials

SELLER'S Initials

SELLER'S Initials

SELLER'S Initials



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202 BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the
203 results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI
204 Period:

205

206 OPTION 1:

207

208 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

209

210 Effect of the BUYER'S Termination the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the
211 Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the
212 BUYER.

213

214 OPTION 2:

215

216 A. The BUYER may present a single, complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").

217

218 B. If the BUYER selects Option 2, the following process shall apply:

219

220 1. (a) SELLER'S Response to BUYER'S Request: If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the
221 SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. Seller's written response shall be
222 provided to the BUYER within 72 hours of receipt of the BUYER's Request ("SELLER'S Response").

223

224 (b) Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request: If the SELLER fails to timely respond to the
225 BUYER'S Request in writing within the required time frame, then the BUYER shall have 72 hours from when the SELLER'S Response
226 was due to notify the SELLER in writing that the BUYER will:

227

228 (i) accept the Property in its current condition; or

229 (ii) elect to terminate this Agreement.

230

231 (c) Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond: If the BUYER fails to provide
232 this notice (lines 224 through 229) in writing within the required time frame, the Agreement shall be automatically, with no further
233 action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

234

235 2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to remedy any or all
236 the deficiencies listed by the BUYER, then the BUYER shall have 72 hours from receipt of the SELLER'S Response or 72 hours from
237 the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The
238 BUYER'S Response shall be provided to the SELLER in writing.

239

240 (i) accept the SELLER'S Response to the BUYER'S Request, or

241 (ii) accept the Property in its current condition, or

242 (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no
243 further action required by either party except for the return of Deposit to the BUYER.

244

245 (b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond to the SELLER'S
246 Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso
247 facto null and void except for return of Deposit to the BUYER.

248

249 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional
250 deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

BUYER'S Initials [Signature]
BUYER'S Initials [Signature]

BUYER'S Initials [Signature]
BUYER'S Initials [Signature]

SELLER'S Initials [Signature]
SELLER'S Initials [Signature]

SELLER'S Initials [Signature]
SELLER'S Initials [Signature]



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

251 PRIVATE WATER/SEWERAGE:

252

253 There is/are _____ (#_____) private water system(s) servicing only the primary residence, and the attached private
254 Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

255

256 There is/are _____ (#_____) private septic/treatment system(s) servicing only the primary residence and the attached private
257 Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

258

259 There is NO private septic/treatment system(s) servicing only the primary residence.

260

261 There is NO private water system(s) servicing only the primary residence.

262

263 HOME SERVICE/WARRANTY:

264 A home service/warranty plan will / will not be purchased at the closing of sale at a cost not to exceed
265 _____ (\$_____) to be paid by the BUYER / the SELLER.

266 Home Service Warranty will be ordered by _____.

267 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection
268 clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made
269 aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due
270 to their rejection of such a plan.

271

272 WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

273

274 A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims
275 or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq.

276

277 B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold
278 and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any
279 claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of
280 Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without warranty
281 of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall
282 be made a part of the Act of Sale.

283

284 C. NEW HOME WARRANTIES. Notwithstanding lines 274 through 282 and irrespective of whether A or B above is checked, if the Property
285 is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141
286 et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a
287 "home" as defined in the New Home Warranty Act.

288

289 MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 94
290 through 100). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s)
291 upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than
292 THIRTY _____ (#_30_) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and
293 free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall
294 be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable
295 title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the
296 Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

297

298 FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property within five calendar days prior to the Act of Sale, or
299 occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s)
300 and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate
301 access to the Property.

BUYER'S Initials
BUYER'S Initials

BUYER'S Initials
BUYER'S Initials

SELLER'S Initials
SELLER'S Initials

SELLER'S Initials
SELLER'S Initials



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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302 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S
303 option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

- 304
- 305 1) Termination of this Agreement
- 306 2) Specific performance
- 307 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 308

309 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this
310 Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

311

312 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S
313 option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

- 314
- 315 1) Termination of this Agreement
- 316 2) Specific performance
- 317 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 318

319 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this
320 Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

321

322 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real property is
323 available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that
324 the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related
325 hazards.

326

327 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana
328 Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register
329 pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments
330 serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to
331 Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

332

333 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is available at the FEMA
334 website <https://msc.fema.gov/portal>.

335

336 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

337

338 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing
339 and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at
340 11:59 p.m. in Louisiana.

341

342 **ADDITIONAL TERMS AND CONDITIONS:**

343 _____

344 _____

345 _____

346 _____

347 _____

348 _____

349 _____

350 _____

351 _____

352 _____

BUYER'S Initials

BUYER'S Initials

SELLER'S Initials

SELLER'S Initials



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

353 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the
354 parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of
355 any nature unless specifically set forth in writing.

356 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage,
357 room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a
358 particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are
359 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect
360 the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s)
361 provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and
362 cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
363 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and
364 Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's
365 hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood
366 destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
367 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
368

369 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- | | |
|--|--|
| 370 <input type="checkbox"/> Contingency for Sale of the BUYER'S Other Property Addendum | <input type="checkbox"/> Private Water/Sewerage Addendum |
| 371 <input type="checkbox"/> Condominium Addendum | <input type="checkbox"/> Deposit Addendum |
| 372 <input type="checkbox"/> FHA Amendatory Clause | <input checked="" type="checkbox"/> SURVEY |
| 373 <input type="checkbox"/> New Construction Addendum | <input checked="" type="checkbox"/> COMMISSION AGREEMENT |

374 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form
375 or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.
376

377 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be
378 construed as singular or plural, masculine or feminine or neuter, as the case may be.
379

380 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in
381 accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm.
382 This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission
383 thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement
384

385 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications related to or required by this
386 Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered
387 by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective
388 addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by
389 written notice.
390

391 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not
392 understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or
393 remedy provided herein.
394

395 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein
396 in writing are void and of no force and effect.
397
398

BUYER'S Initials BUYER'S Initials Page 9 of 10 SELLER'S Initials SELLER'S Initials
BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials



407 & 411 Carroll Street, Mandeville, LA 70448

11/20/2023

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

399 **EXPIRATION OF OFFER:**

400 This offer is binding and irrevocable until 11/22, 2023 at 5:00 PM AM PM NOON.

401 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 400 to be binding and effective.

X Clay Madden for City of Mandeville dotloop verified 11/20/23 9:46 AM CST AQZC-UEQR-X6YKH105

X _____

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

X _____

X _____

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

Date/Time AM PM NOON

Date/Time AM PM NOON

CLAY MADDEN FOR CITY OF MANDEVILLE

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the Seller Buyer by Felicity Kahn 12:00PM 11/20/23

Day/ Date/ Time AM PM NOON

This offer is: Accepted Rejected (without counter) Countered (See Attached Counter) by:

X Chris Trepagnier dotloop verified 11/21/23 12:35 PM CST 570Y-LJ57-YUMR-QT98

X _____

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

X _____

X _____

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

Date/Time AM PM NOON

Date/Time AM PM NOON

Chris Trepagnier

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

Print Buyer's/Seller's Full Name (First, Middle, Last)

This offer was presented to the Seller Buyer by Felicity Kahn 11/21/23 12:50PM

Day/ Date/ Time AM PM NOON



**SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT**

411 Carroll St
Mandeville, LA 70448

as of

08/10, 2023

for

City of Mandeville
3101 East Causeway Approach
Mandeville, LA
70448

by

Lake Parishes Appraisal Services, LLC
P.O. Box 1005
Madisonville, LA 70447

Lake Parishes Appraisal Services, LLC
P.O. Box 1005
Madisonville, LA 70447
985-590-7917

August 15, 2023

City of Mandeville
3101 East Causeway Approach
Mandeville, LA
70448

Property - 411 Carroll St
Mandeville, LA 70448
Borrower - City of Mandeville
File No. - R23237
Case No. -

Dear Ms. Sides:

In accordance with your request, I have prepared an appraisal of the real property located at 411 Carroll St, Mandeville, LA.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 08/10, 2023 is :

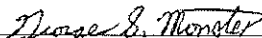
\$355,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Lake Parishes Appraisal Services, LLC



George S. Monsted
LA Certification #R1400

Appraisal Report

LAND APPRAISAL REPORT

File No. R23237

Borrower City of Mandeville Census Tract 0413.02 Map Reference NOMLS
 Property Address 411 Carroll St
 City Mandeville County Saint Tammany State LA Zip Code 70448
 Legal Description LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE
 Sale Price \$N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$1,322.64 (yr.) Loan charges to be paid by seller \$N/A Other sales concessions N/A
 Lender/Client City of Mandeville Address 3101 East Causeway Approach, Mandeville, LA, 70448
 Occupant Vacant Land Appraiser George S. Monsted Instructions to Appraiser Fair Market Value

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>80</u> % 1 Family	<u>3</u> % 2-4 Fam	<u>2</u> % Apts	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>5</u> % Industrial	<u>0</u> % Vacant	<u>10</u> % Commercial	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input checked="" type="checkbox"/> Taking Place (*)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From <u>Vacant</u> To <u>Residential</u>			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>0-5</u> % Vacant	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	<u>\$ 155,000</u> to <u>\$ 3,000,000</u>		Predominant Value <u>\$ 450,000</u>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>0</u> yrs. to <u>180</u> yrs.	Predominant Age <u>50</u> yrs.						

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject property is located in Mandeville, 4 blocks from the lakefront; close to schools, shopping, and employment. The subject is located 15 minutes from the interstate, making neighboring cities more accessible. Recreational facilities are nearby and available. *** See Additional Comments ***

SITE

Dimensions 105.50Fx267.59Lx104.59Rx267.37RS = 28097 sf Corner Lot
 Zoning Classification R1x60:Single-Family Existing Small Lots (60/7200) Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Developed Residential
 Elec. Public Other (Describe) _____ Topo Level
 Gas _____ Size Typical for Area
 Water _____ Surface Asphalt Shape Irregular-See Legal Description
 San. Sewer _____ Maintenance: Public Private View Residential
 Storm Sewer Curb/Gutter Drainage ***See additional comments***
 Undergound Elect. & Tel. Sidewalk Street Lights Is the property located in a HUD identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements or encroachments were observed at the time of inspection. Typical utility easements and building setback lines exist. *** See Additional Comments ***

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	411 Carroll St Mandeville, LA 70448	Lot 12A-2 Livingston St Mandeville, LA 70448	2330 Villere St Mandeville, LA 70448	Lot 14 Marigny Ave Mandeville, LA 70448
Proximity to Subj.		0.38 miles E	0.33 miles N	0.38 miles SE
Sales Price	\$	\$ 159,000	\$ 229,000	\$ 350,000
Price	\$	\$ 12.86	\$ 13.30	\$ 27.07
Data Source	Phys Inspection	NOMLS#2373436;DOM 0	NOMLS#2392229;DOM 6	NOMLS#2379789;DOM 20
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION Adjustment	DESCRIPTION Adjustment	DESCRIPTION Adjustment
		01/23/2023	06/28/2023	04/21/2023
Location	Residential	Residential	Residential	Residential
Site/View	Other Residents	Other Residents +75,000	Other Residents +25,000	Other Residents
Site Area	28097 sf	12365 sf +75,000	17218 sf +110,000	12928 sf +75,000
Zoning	R1	R1	R1	R1
Flood Zone	AE	AE	AE	AE
Lot Topography	2' + - below grade	At or Above grade -25,000	At or Above grade -25,000	At or Above grade -25,000
Sales or Financing Concessions	Cash	Cash	Cash	Cash
	No Concessions	No Concessions	ClsngCst:1741	No Concessions
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 125,000	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 110,000	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 50,000
Indicated Value of Subject		Gross 110.1% Net 78.6% \$ 284,000	Gross 69.9% Net 48.0% \$ 339,000	Gross 28.6% Net 14.3% \$ 400,000

Comments on Market Data: All 3 comparable sales are located in the subject's market area. All three sales are the most similar in location and size in the last year to date. The appraiser also provided 2 additional sales that were dated, but considered very relevant.

Comments and Conditions of Appraisal: This appraisal was not based on a requested minimum value, specific value or the approval of a loan. See attached Certification and Limiting Conditions. The intended use of this appraisal report is not for lending purpose. The intended user of the report is the lender/client, their heirs or assigns named in the body of this report.

Final Reconciliation: After inspection the subject property, reviewing comparable sales and adjusting for all value factors, it is my professional opinion the subject property together with any and all improvements, has a market value of \$355,000.

ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 08/10 2023 to be \$355,000
 Appraiser(s) _____ Review Appraiser (if applicable) Did Did Not Physically Inspect Property
 Signature George S. Monsted Name _____ Date _____
 Name George S. Monsted Date 08/15/2023
 State LA License Certification # R1400 State _____ License _____ Certification # _____

ADDITIONAL COMMENTS

Borrower or Owner City of Mandeville

Property Address 411 Carroll St

City Mandeville

County Saint Tammany

State LA

Zip Code 70448

Lender or Client City of Mandeville

With the steady increase in residential property values in our market during the past 3 years, the predominate value for most neighborhoods in the area has increased, and this trend is expected to continue for the foreseeable future.

Site

Flood Zone: AE; Flood Map: 2202020427D; Flood Map Date:05/16/2012

From the street, the lot appears to create a "bowl" with all four sides (of the borders of 407 & 411 Carroll St) being a few feet higher in elevation than the center. This would cause drainage to be an issue, unless fill was installed to level with its borders. As of now, City of Mandeville does not allow lots to be filled. Therefore, slab and driveways would need to be very thick to avoid retaining water on top of them. The additional cost to for thicker driveways and foundations could cause the cost to build outweigh profit margins, depending on the builder, style, and quality of the build. The appraiser would recommend a very accurate elevation determination of the lot, if a buyer were to develop this site.

PHOTOGRAPH ADDENDUM

Borrower or Owner City of Mandeville

Property Address 411 Carroll St

City Mandeville

County Saint Tammany

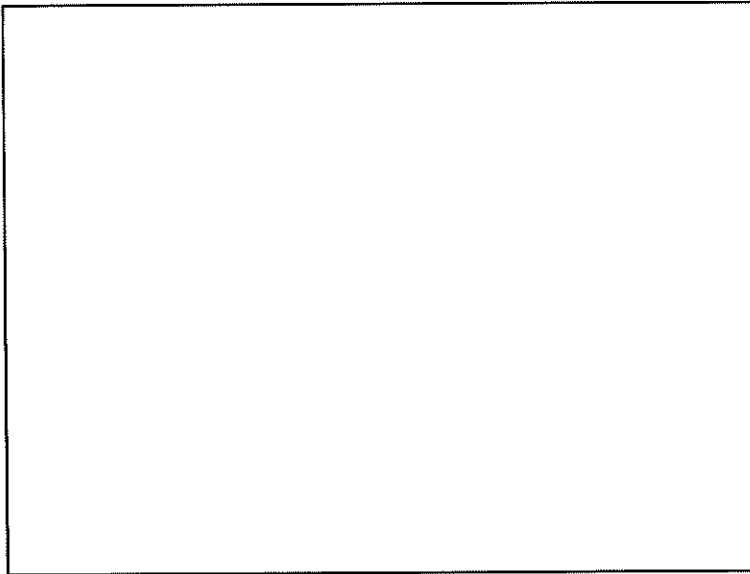
State LA

Zip Code 70448

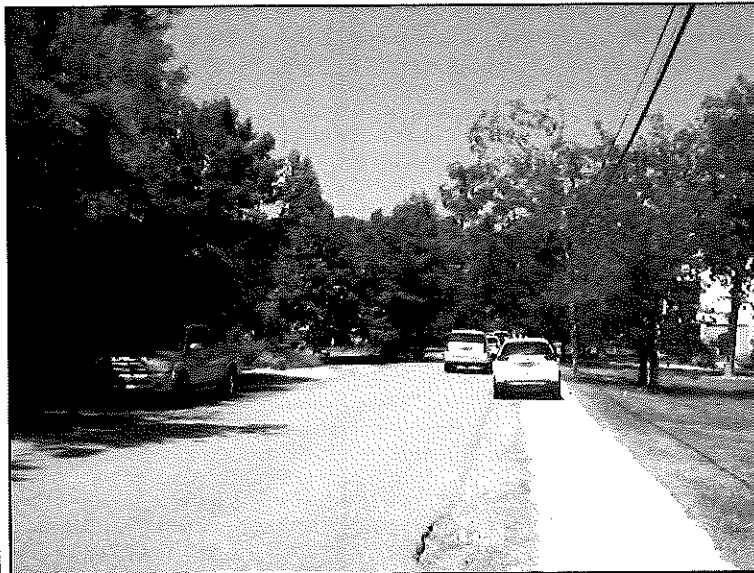
Client City of Mandeville



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



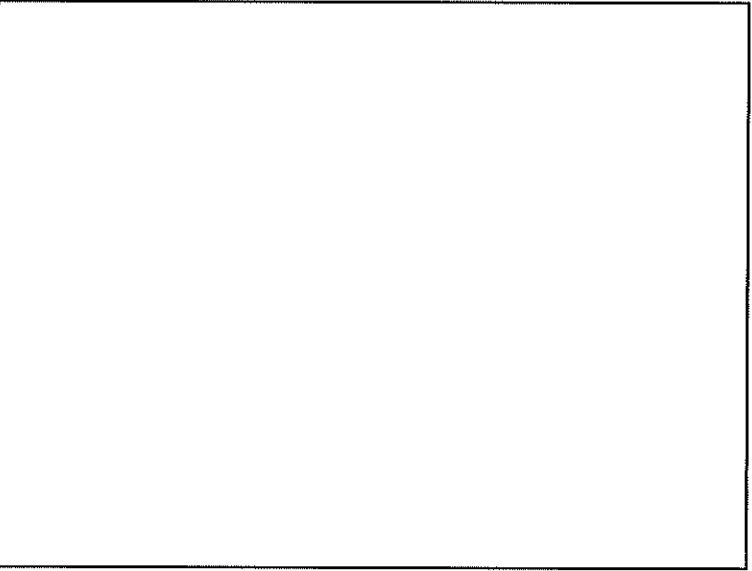
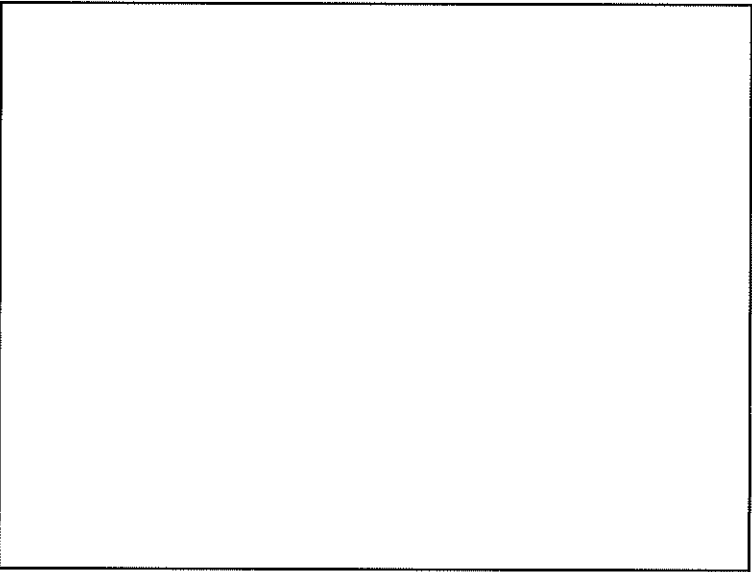
**STREET SCENE OF
SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

Borrower or Owner City of Mandeville
Property Address 411 Carroll St
City Mandeville County Saint Tammany State LA Zip Code 70448
Client City of Mandeville

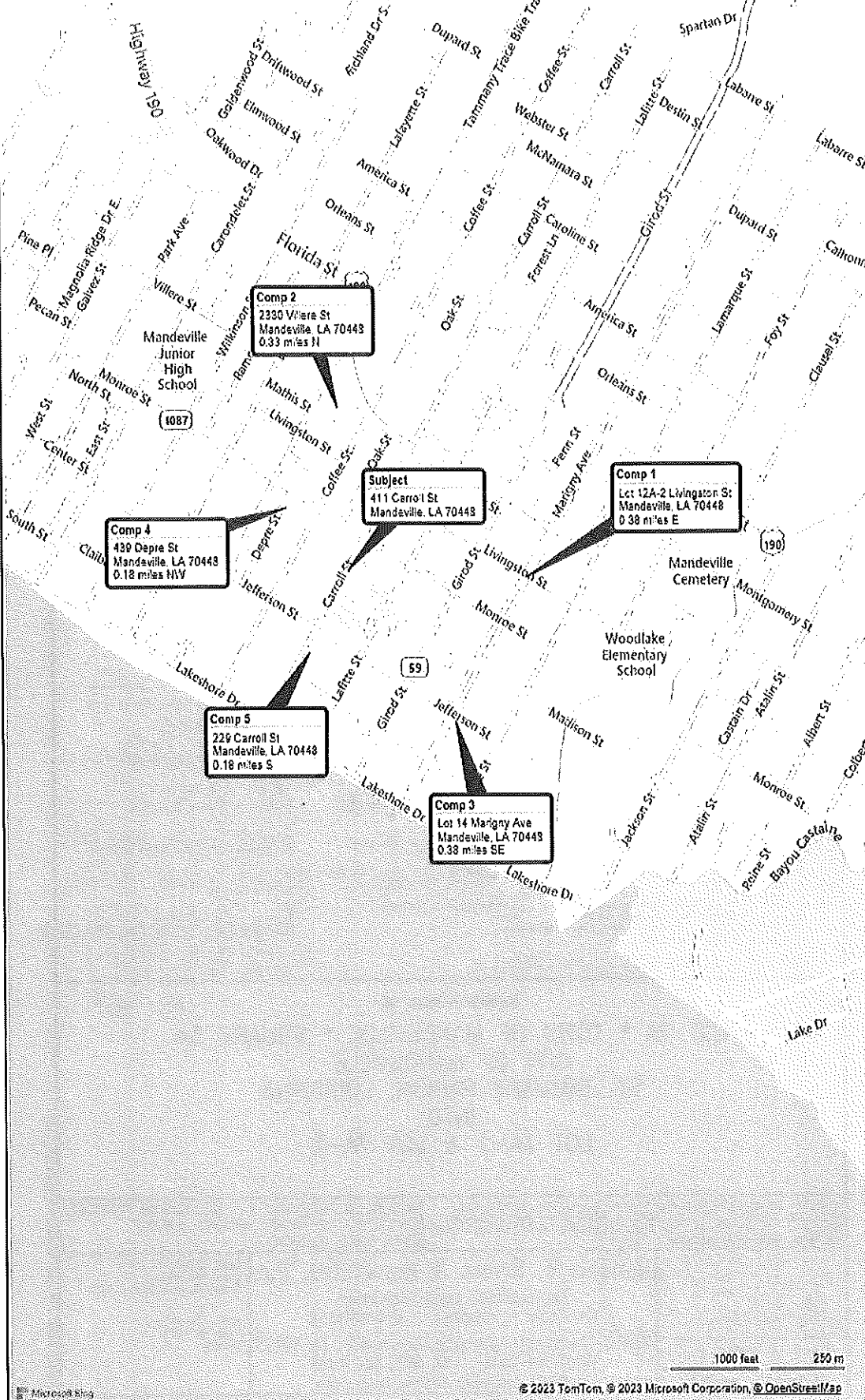


Alt Street Scene



LOCATION MAP

Borrower or Owner **City of Mandeville**
 Property Address **411 Carroll St**
 City **Mandeville** County **Saint Tammany** State **LA** Zip Code **70448**
 Client **City of Mandeville**

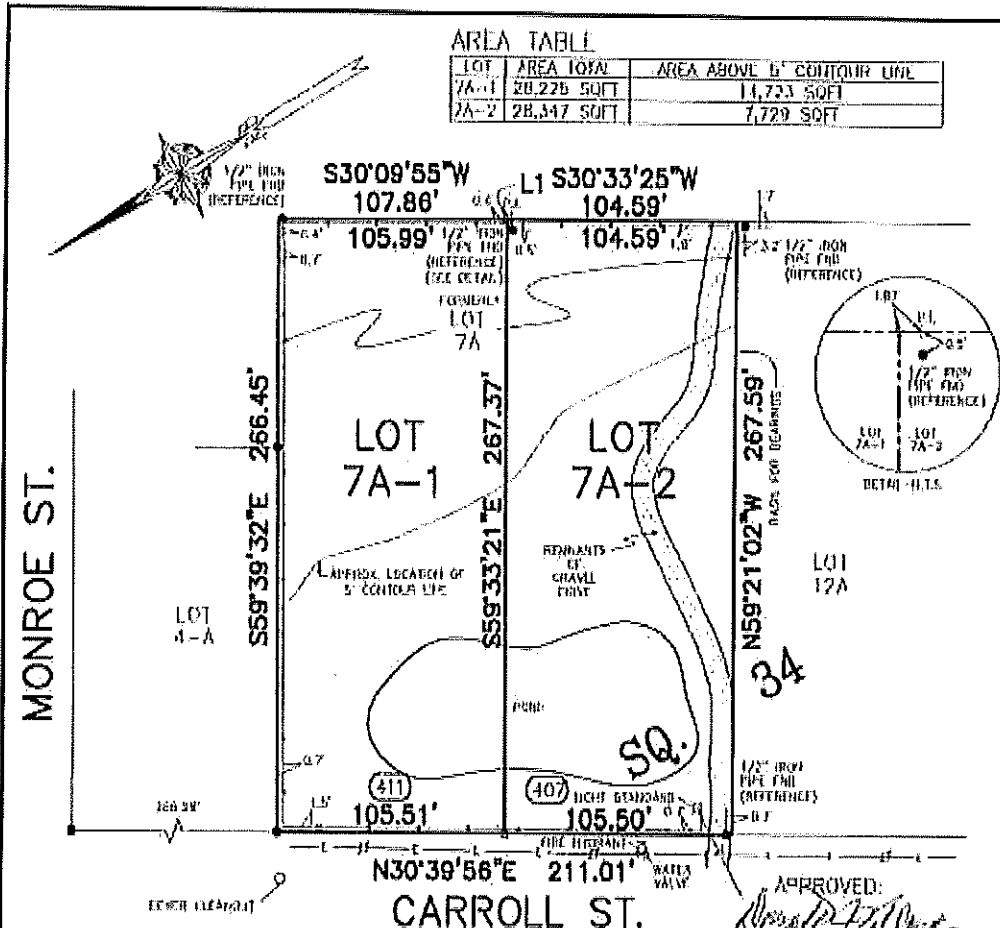


SITE PLAN

Borrower or Owner **City of Mandeville**
 Property Address **411 Carroll St**
 City **Mandeville** County **Saint Tammany** State **LA** Zip Code **70448**
 Client **City of Mandeville**

AREA TABLE

LOT	AREA TOTAL	AREA ABOVE 6' CONTOUR LINE
7A-1	28,226 SQFT	11,733 SQFT
7A-2	28,347 SQFT	7,729 SQFT



LINE BEARING	DISTANCE
L1 N30°09'55"E	11.87'

REFERENCE:
 Book By John E. Bostrom
 Map File No. 1830
 Date Filed 6-8-2000
 PLAT DO NOT CLOSE BY 0.6'

Note: I have certified the Federal Insurance Administration Flood Hazard Boundary Maps and listed the property described as being located in a special flood hazard area, it is located in Flood Zone **AE**.

NOTE:
 OWNER OR PALEER RESPONSIBLE FOR OBTAINING SETBACKS BEFORE CONSTRUCTION BEGINS.

- DENOTES 1/2" HIGH PIPE TO BE SET
- DENOTES 1/2" HIGH PIPE AND ELEVATION OTHERWISE NOTED
- (411) MUNICIPAL ADDRESS

FORM PART 2192063427D Rev. 0-16-12

APPROVED:
[Signature]
 City Engineer for Public Works Dept.
 10/12/18
[Signature]
 Planning Director
 Do Shanna Hess
 Deputy Clerk
 10-15-2018 5789F

Resubdivision of
LOT 7A * TOWN OF MANDEVILLE * SQUARE 34
CITY OF MANDEVILLE
ST. TAMMANY PARISH, LOUISIANA
INTO
LOT 7A-1 & LOT 7A-2

NO ATTEMPT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL, CONVEYANCES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, EASEMENTS OR ENCUMBRANCES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR A CLASS C SURVEY.

[Signature]
 Randall W. Brown, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04380

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Geodetic • Forensic • Consultants
 228 W. Causeway Approach, Mandeville, LA 70448
 (985) 624-6300 FAX (985) 624-6300
 E-MAIL: info@brownurveys.com

Date: AUGUST 18, 2018
 Survey No. 18609
 Project No. (CRS) D18037.1X1
 Scale: 1" = 60' ±
 Drawn By: J.F.D.
 Fielded:

Legal Description

PROPERTY DESCRIPTIONS

LOT 7A-1

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF HERBERT STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET GO ALONG SAID RIGHT OF WAY TO CARROLL STREET SOUTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 266.00 FEET TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING GO SOUTH 89 DEGREES 29 MINUTES 56 SECONDS EAST A DISTANCE OF 226.45 FEET THENCE SOUTH 89 DEGREES 19 MINUTES 59 SECONDS WEST A DISTANCE OF 105.99 FEET THENCE NORTH 89 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 207.37 FEET THENCE NORTH 89 DEGREES 29 MINUTES 56 SECONDS EAST A DISTANCE OF 182.01 FEET BACK TO THE POINT OF BEGINNING HAVING AN AREA OF 2822565 SQUARE FEET, 2.48 ACRES

LOT 7A-2

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF HERBERT STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET GO ALONG SAID RIGHT OF WAY TO CARROLL STREET SOUTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 271.79 FEET TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING GO SOUTH 89 DEGREES 29 MINUTES 56 SECONDS EAST A DISTANCE OF 182.37 FEET THENCE SOUTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 167.81 FEET THENCE SOUTH 89 DEGREES 29 MINUTES 25 SECONDS WEST A DISTANCE OF 104.07 FEET THENCE NORTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 267.09 FEET THENCE NORTH 89 DEGREES 29 MINUTES 56 SECONDS EAST A DISTANCE OF 105.69 FEET BACK TO THE POINT OF BEGINNING HAVING AN AREA OF 2824289 SQUARE FEET, 2.51 ACRES

Resubdivision of 202
LOT 7A * TOWN OF MANDEVILLE * SQUARE 34
CITY OF MANDEVILLE
ST. TAMMANY PARISH, LOUISIANA
INTO
LOT 7A-1 & LOT 7A-2

NO ATTEMPT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, EASEMENTS, ENCUMBRANCES, RIGHTS OF WAY, DEED RESTRICTIONS, EASEMENTS OR ENVIRONMENTAL MATTERS OR OTHER CIRCUMSTANCES ON THE PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "C" SURVEY.


Randall W. Brown, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04506

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Geodetic • Forensic • Consultants
 228 W. Causeway Approach, Mandeville, LA 70448
 (985) 824-6306 FAX (985) 824-6309
 E-MAIL: info@brownbrownsurvey.com

Date: AUGUST 08, 2008
 Survey No. 10502
 Project No. (CS) 011337.002
 Scale: 1" = 800'
 Drawn By: J.C.H.
 Verified:

Aerial

Borrower or Owner City of Mandeville
Property Address 411 Carroll St
City Mandeville County Saint Tammany State LA Zip Code 70448
Client City of Mandeville



This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that those conditions will be met in a satisfactory manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *George S. Monsted*
 Name George S. Monsted
 Company Name Lake Parishes Appraisal Services, LLC
 Company Address P.O. Box 1005
Madisonville, LA 70447
 Telephone Number 985-590-7917
 Email Address _____
 Date of Signature and Report 08/15/2023
 Effective Date of Appraisal 08/10, 2023
 State Certification # R1400
 or State License # _____
 or Other (describe) _____ State # _____
 State LA
 Expiration Date of Certification or License 12/31/2024

ADDRESS OF PROPERTY APPRAISED
411 Carroll St
Mandeville, LA 70448
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 355000
 LENDER/CLIENT
 Name Ms. Kathleen Sides
 Company Name City of Mandeville
 Company Address 3101 East Causeway Approach
Mandeville, LA 70448
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Appraiser's License

Louisiana Real Estate Appraisers Board

Having complied with the requirements of Chapter 51 of Title 37 of the Louisiana Revised Statutes of 1950 and the requirements of the Louisiana Real Estate Appraisers Board,

Certified Residential Appraiser

license is hereby granted to
George S. Monsted

License Number - APR 01100-CRA
First Issuance Date - 01/01/2023
Expiration Date - 12/31/2024

Rebecca H. Forthick
Chairwoman
[Signature]
Secretary



**SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT**

407 Carroll St
Mandeville, LA 70448

as of

08/10, 2023

for

City of Mandeville
3101 East Causeway Approach
Mandeville, LA
70448

by

Lake Parishes Appraisal Services, LLC
P.O. Box 1005
Madisonville, LA 70447

Lake Parishes Appraisal Services, LLC
P.O. Box 1005
Madisonville, LA 70447
985-590-7917

August 15, 2023

City of Mandeville
3101 East Causeway Approach
Mandeville, LA
70448

Property - 407 Carroll St
Mandeville, LA 70448
Borrower - City of Mandeville
File No. - R23236
Case No. -

Dear Ms. Sides:

In accordance with your request, I have prepared an appraisal of the real property located at 407 Carroll St, Mandeville, LA.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 08/10, 2023 is :

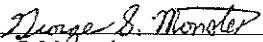
\$355,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Lake Parishes Appraisal Services, LLC


George S. Monsted
LA Certification #R1400

Appraisal Report

LAND APPRAISAL REPORT

File No. R23236

Borrower City of Mandeville Census Tract 0413.02 Map Reference NOMLS
 Property Address 407 Carroll St
 City Mandeville County Saint Tammany State LA Zip Code 70448
 Legal Description LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE
 Sale Price \$N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$1,322.64 (yr) Loan charges to be paid by seller \$N/A Other sales concessions N/A
 Lender/Client City of Mandeville Address 3101 East Causeway Approach, Mandeville, LA, 70448
 Occupant Vacant Land Appraiser George S. Monsted Instructions to Appraiser Fair Market Value

NEIGHBORHOOD

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Over Supply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present Land Use 80 % 1 Family 5 % 2-4 Fam 3 % Apts. 2 % Condo 10 % Commercial
 % Industrial 0 % Vacant 0 %
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From Vacant To Residential
 Predominant Occupancy Owner Tenant 0-5 % Vacant
 Single Family Price Range \$ 155,000 to \$ 3,000,000 Predominant Value \$ 450,000
 Single Family Age 0 yrs. to 180 yrs. Predominant Age 50 yrs.

Employment Stability Good Avg. Fair Poor
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compatibility
 Protection from Detrimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject property is located in Mandeville, 4 blocks from the lakefront: close to schools, shopping, and employment. The subject is located 15 minutes from the interstate, making neighboring cities more accessible. Recreational facilities are nearby and available. *** See Additional Comments ***

SITE

Dimensions 105.50Fx267.59Lx104.59Rx267.37RS = 28097 sf Corner Lot
 Zoning Classification R1x60:Single-Family Existing Small Lots (60/7200) Present Improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Developed Residential
 Public Other (Describe) _____ OFF SITE IMPROVEMENTS
 Elec. Street Access: Public Private Topo Level
 Gas Surface Asphalt Size Typical for Area
 Water Maintenance: Public Private Shape Irregular-See Legal Description
 San. Sewer Storm Sewer Curbs/Gutter View Residential
 Underground Elect. & Tel. Sidewalk Street Lights Drainage ***See additional comments***
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements or encroachments were observed at the time of inspection. Typical utility easements and building setback lines exist. *** See Additional Comments ***

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	407 Carroll St Mandeville, LA 70448	Lot 12A-2 Livingston St Mandeville, LA 70448	2330 Villere St Mandeville, LA 70448	Lot 14 Marigny Ave Mandeville, LA 70448
Proximity to Subj.		0.38 miles E	0.33 miles N	0.37 miles SE
Sales Price	\$	\$ 159,000	\$ 229,000	\$ 350,000
Price	\$	\$ 12.86	\$ 13.30	\$ 27.07
Data Source	Phys Inspection	NOMLS#2373436;DOM 0	NOMLS#2392229;DOM 6	NOMLS#2379789;DOM 20
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION Adjustment	DESCRIPTION Adjustment	DESCRIPTION Adjustment
		01/23/2023	06/28/2023	04/21/2023
Location	Residential	Residential	Residential	Residential
Site/View	Other Residents	Other Residents +75,000	Other Residents +25,000	Other Residents
Site Area	28097 sf	12365 sf +75,000	17218 sf +110,000	12928 sf +75,000
Zoning	R1	R1	R1	R1
Flood Zone	AE	AE	AE	AE
Lot Topography	2' + - below grade	At or Above grade -25,000	At or Above grade -25,000	At or Above grade -25,000
Sales or Financing Concessions		Cash No Concessions	Cash ClngCst: 1741	Cash No Concessions
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 125,000	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 110,000	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 50,000
Indicated Value of Subject		Gross 110.1% Net 78.6% \$ 284,000	Gross 69.9% Net 48.0% \$ 339,000	Gross 28.6% Net 14.3% \$ 400,000

Comments on Market Data: All 3 comparable sales are located in the subject's market area. All three sales are the most similar in location and size in the last year to date. The appraiser also provided 2 additional sales that were dated, but considered very relevant.

Comments and Conditions of Appraisal: This appraisal was not based on a requested minimum value, specific value or the approval of a loan. See attached Certification and Limiting Conditions. The intended use of this appraisal report is not for lending purpose. The intended user of the report is the lender/client, their heirs or assigns named in the body of this report.

Final Reconciliation: After inspection the subject property, reviewing comparable sales and adjusting for all value factors, it is my professional opinion the subject property together with any and all improvements, has a market value of \$355,000.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 08/10 2023 to be \$355,000
 Appraiser(s) _____ Review Appraiser (if applicable) Did Did Not Physically Inspect Property
 Signature George S. Monsted Signature _____
 Name George S. Monsted Date 08/15/2023 Name _____ Date _____
 State LA License Certification # R1400 State _____ License _____ Certification # _____

ADDITIONAL COMMENTS

Borrower or Owner City of Mandeville

Property Address 407 Carroll St

City Mandeville

County Saint Tammany

State LA

Zip Code 70448

Lender or Client City of Mandeville

With the steady increase in residential property values in our market during the past 3 years, the predominate value for most neighborhoods in the area has increased, and this trend is expected to continue for the foreseeable future.

Site

Flood Zone: AE; Flood Map: 2202020427D; Flood Map Date:05/16/2012

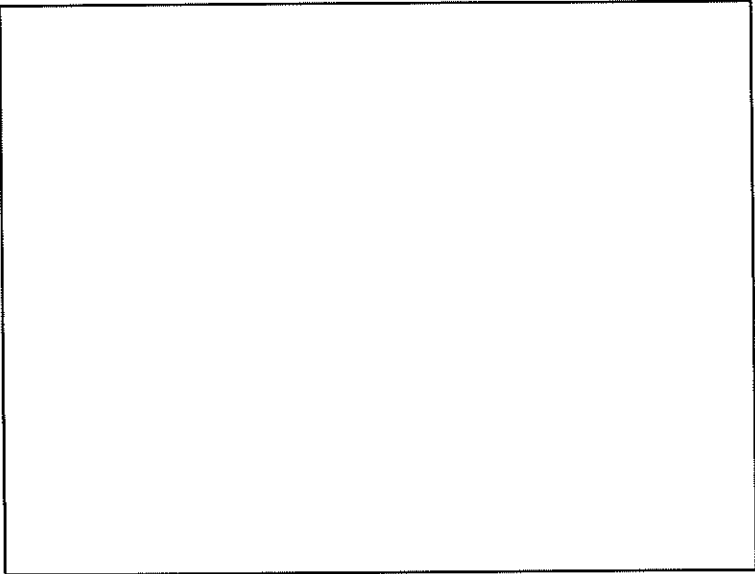
From the street, the lot appears to create a "bowl" with all four sides (of the borders of 407 & 411 Carroll St) being a few feet higher in elevation than the center. This would cause drainage to be an issue, unless fill was installed to level with its borders. As of now, City of Mandeville does not allow lots to be filled. Therefore, slab and driveways would need to be very thick to avoid retaining water on top of them. The additional cost to for thicker driveways and foundations could cause the cost to build outweigh profit margins, depending on the builder, style, and quality of the build. The appraiser would recommend a very accurate elevation determination of the lot, if a buyer were to develop this site.

PHOTOGRAPH ADDENDUM

Borrower or Owner City of Mandeville
Property Address 407 Carroll St
City Mandeville County Saint Tammany State LA Zip Code 70448
Client City of Mandeville



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

PHOTOGRAPH ADDENDUM

Borrower or Owner City of Mandeville

Property Address 407 Carroll St

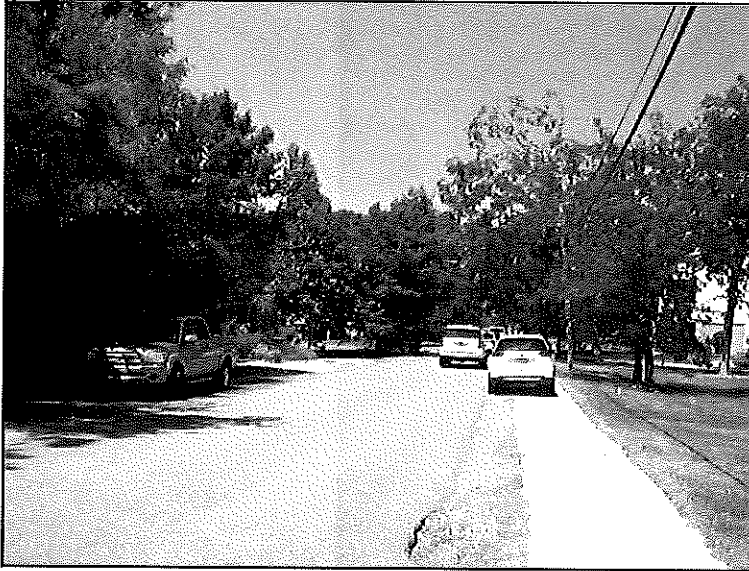
City Mandeville

County Saint Tammany

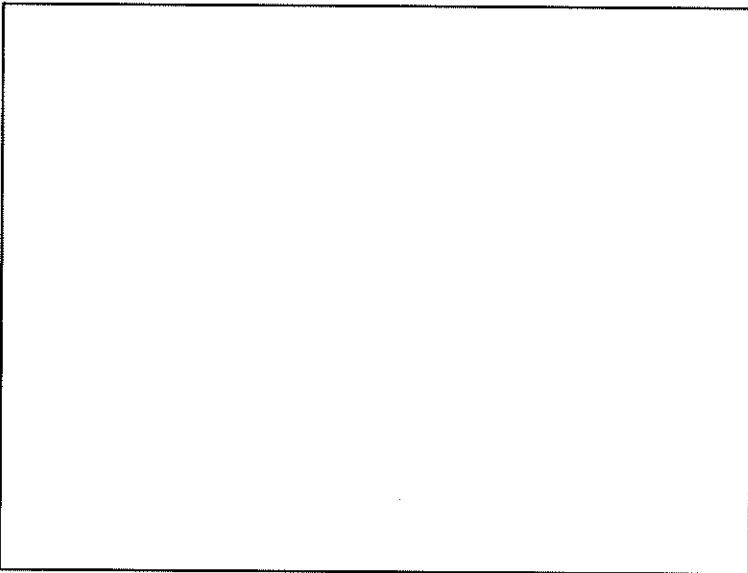
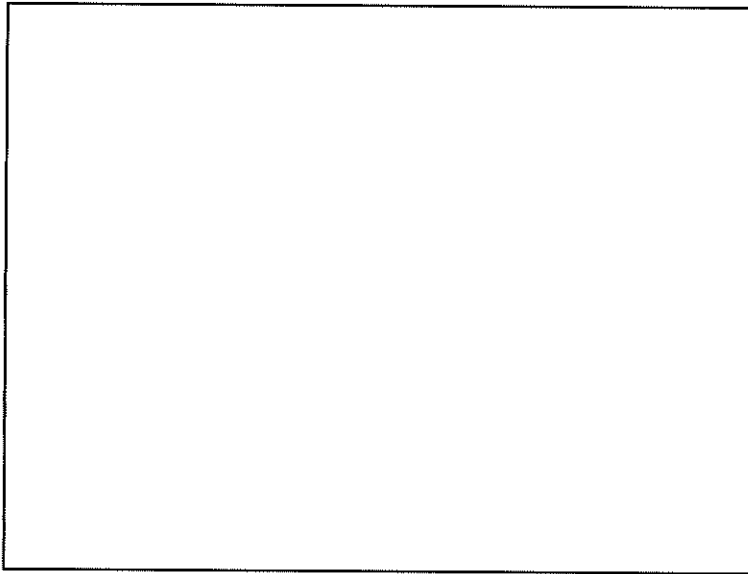
State LA

Zip Code 70448

Client City of Mandeville

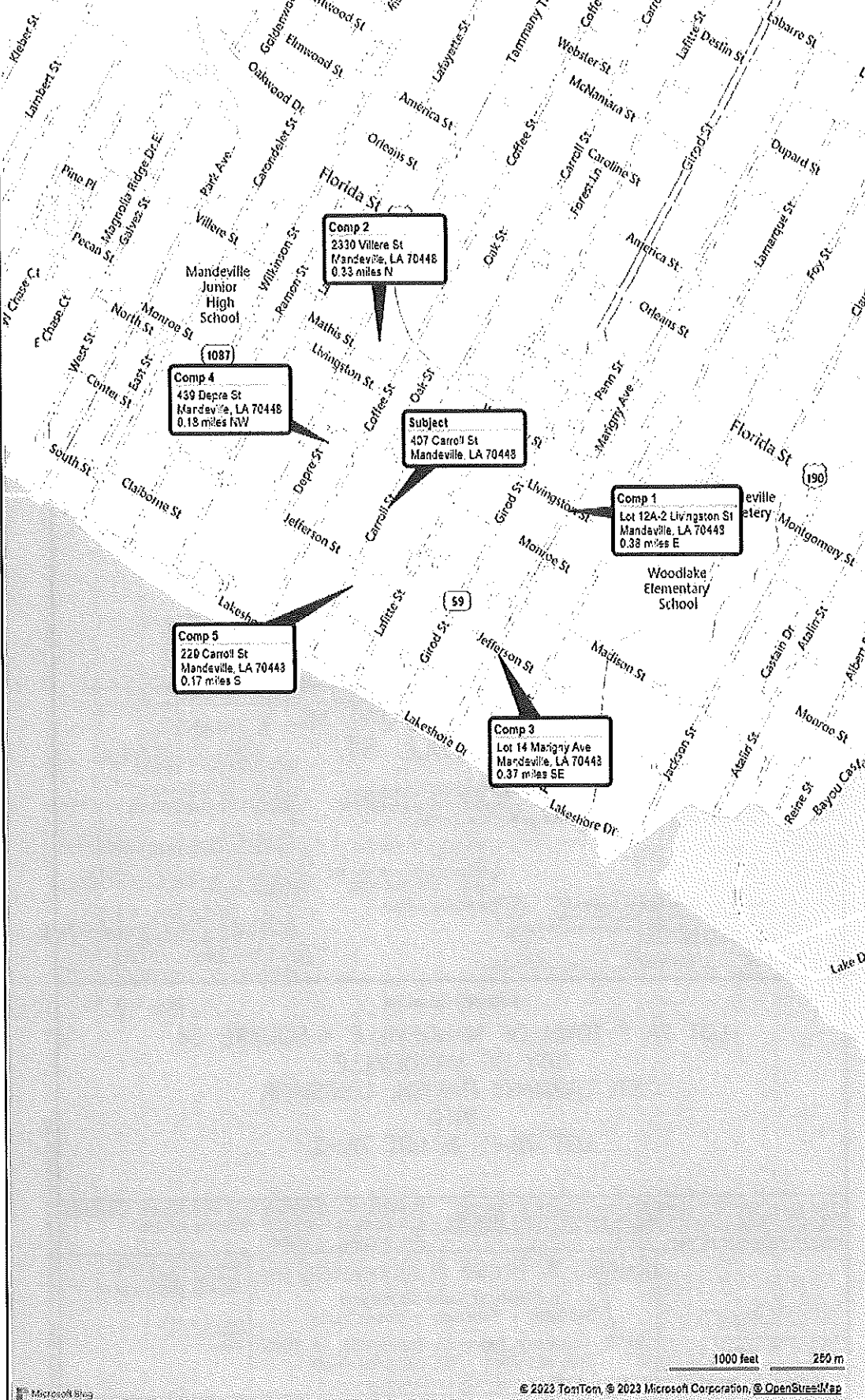


Alt Street Scene



LOCATION MAP

Borrower or Owner **City of Mandeville**
 Property Address **407 Carroll St**
 City **Mandeville** County **Saint Tammany** State **LA** Zip Code **70448**
 CPent **City of Mandeville**

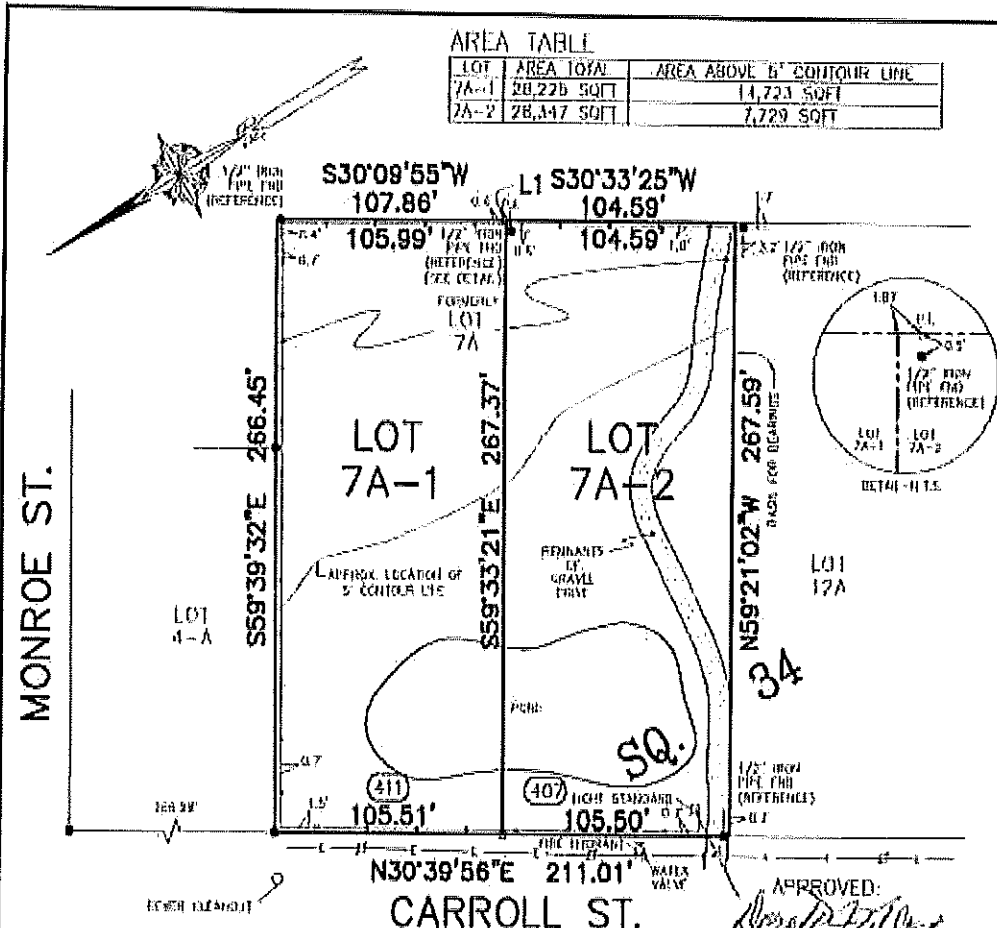


SITE PLAN

Borrower or Owner **City of Mandeville**
 Property Address **407 Carroll St**
 City **Mandeville** County **Saint Tammany** State **LA** Zip Code **70448**
 Client **City of Mandeville**

AREA TABLE

LOT	AREA TOTAL	AREA ABOVE 6' CONTOUR LINE
7A-1	28,226 SQFT	11,723 SQFT
7A-2	28,347 SQFT	7,729 SQFT



LINE BEARING	DISTANCE
L1 N30°09'55\"/>	

REFERENCE:
 Made By John E. Burrows
 Map File No. 1830
 Date Made 6-8-2000
 PLAT DO NOT CLOSE BY 0.4'

Note: I have certified the Federal Insurance Administration Flood Hazard Boundary Maps and listed the locality described in this plat as being in a special flood hazard area, if it is located in Flood Zone AE.
 FIRM Panel 2202020427D Rev. 0-16-12

NOTE:
 OWNER OR BUILDER RESPONSIBLE FOR OBTAINING SETBACKS BEFORE CONSTRUCTION BEGINS.

- DENOTES 1/2" IRON PIPE TO BE SET
- DENOTES 1/2" IRON PIPE AND PIPES OTHERWISE NOTED
- (411) MUNICIPAL ADDRESS

APPROVED:
 [Signature]
 CITY CLERK
 [Signature]
 PLANNING DIRECTOR
 [Signature]
 Debra Hess, Deputy Clerk
 10-15-2018 5789F
 DATE FILED FILE NO.

Resubdivision of
LOT 7A * TOWN OF MANDEVILLE * SQUARE 34
CITY OF MANDEVILLE
ST. TAMMANY PARISH, LOUISIANA
INTO
LOT 7A-1 & LOT 7A-2

NO ATTEMPT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC. INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, EASEMENTS OR ENVIRONMENTAL ASSES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR A CLASS 'C' SURVEY.

[Signature]
Randall W. Brown, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04586

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Geodetic • Forensic • Consultants
 228 W. Causeway Approach, Mandeville, LA 70448
 (985) 624-6300 FAX (985) 624-6300
 E-MAIL: info@brownsurvey.com

Date: **AUGUST 16, 2018**
 Survey No. **18609**
 Project No. **(CRS) B18257.187**

Scale: 1" = 60'
 Drawn By: J.E.D.
 Revised:

Legal Description

PROPERTY DESCRIPTIONS

LOT 7A-1

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF MADRID STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET ON ALONG SAID RIGHT OF WAY IS CARROLL STREET SOUTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 866.00 FEET TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING GO SOUTH 54 DEGREES 39 MINUTES 28 SECONDS EAST A DISTANCE OF 266.45 FEET THENCE SOUTH 29 DEGREES 15 MINUTES 28 SECONDS WEST A DISTANCE OF 105.92 FEET THENCE NORTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 657.22 FEET THENCE NORTH 30 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 102.51 FEET BACK TO THE POINT OF BEGINNING HAVING AN AREA OF 2822565 SQUARE FEET, LAND ACRES

LOT 7A-2

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF MADRID STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET ON ALONG SAID RIGHT OF WAY IS CARROLL STREET SOUTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 267.79 FEET TO THE POINT OF BEGINNING FROM THE POINT OF BEGINNING GO SOUTH 54 DEGREES 39 MINUTES 28 SECONDS EAST A DISTANCE OF 267.37 FEET THENCE SOUTH 30 DEGREES 39 MINUTES 28 SECONDS WEST A DISTANCE OF 187.31 FEET THENCE SOUTH 30 DEGREES 39 MINUTES 28 SECONDS WEST A DISTANCE OF 104.89 FEET THENCE NORTH 89 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 267.89 FEET THENCE NORTH 30 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 102.51 FEET BACK TO THE POINT OF BEGINNING HAVING AN AREA OF 1074768 SQUARE FEET, LAND ACRES

Resubdivision of
LOT 7A * TOWN OF MANDEVILLE * SQUARE 34
 CITY OF MANDEVILLE
 ST. TAMMANY PARISH, LOUISIANA
 INTO
 LOT 7A-1 & LOT 7A-2

NO ATTEMPT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, EASEMENTS, ENCUMBRANCES, RIGHTS OF WAY, ETC. RESTRICTIONS, EVIDENCES OR ENVIRONMENTAL RECORDS OR OTHER CIRCUMSTANCES ON THE PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS "C" SURVEY.

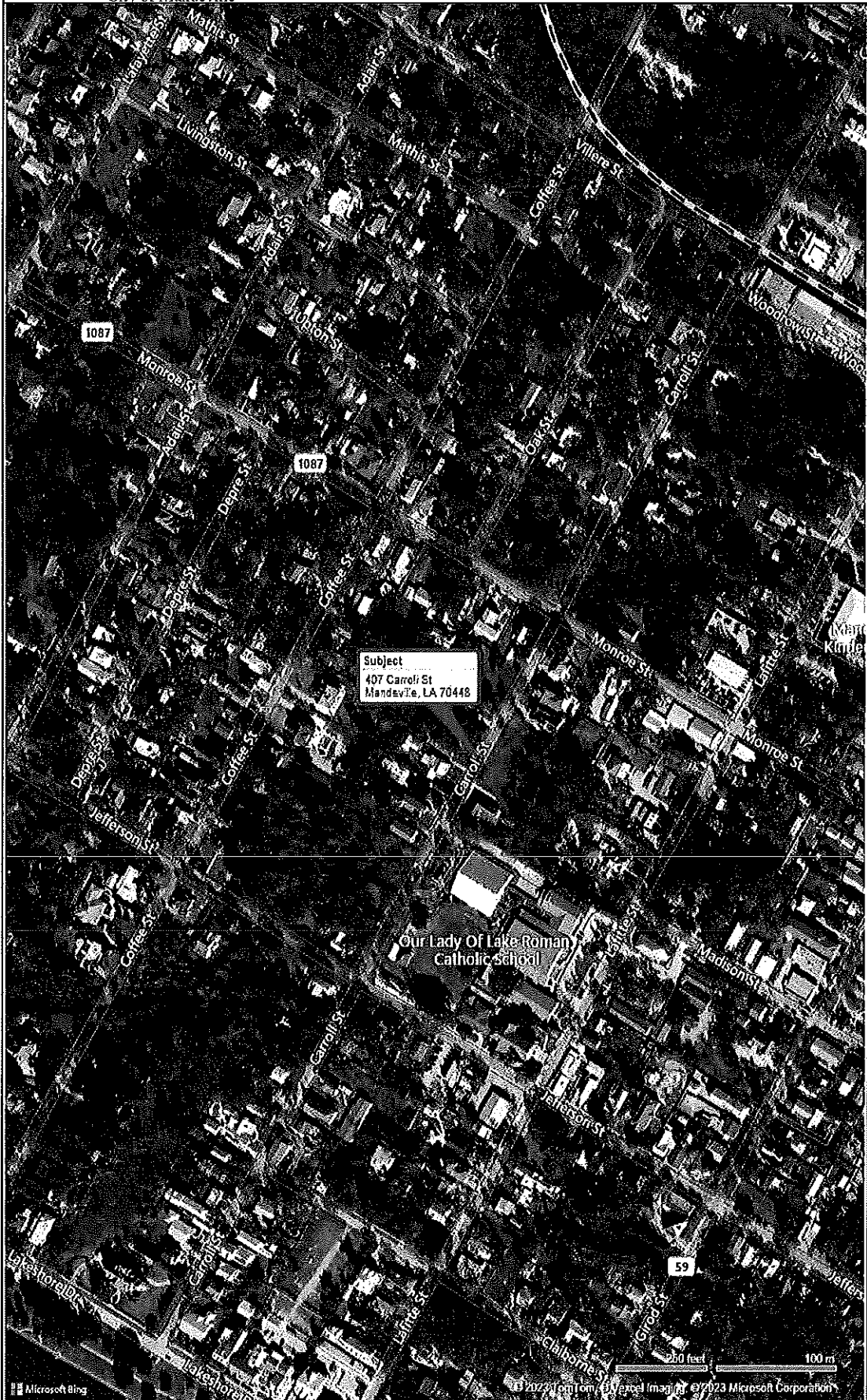

 Randall W. Brown, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04506

Randall W. Brown & Associates, Inc.
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 Geodetic • Forensic • Consultants
 228 W. Causeway Approach, Mandeville, LA 70448
 (985) 824-5300 FAX (985) 824-5309
 E-MAIL: info@rwbrownsurveyors.com

Date: AUGUST 16, 2018
 Survey No. 18002
 Project No. (098) 0118327-001
 Scale: 1" = 100'
 Drawn By: J.C.H.
 Revised:

Aerial

Borrower or Owner City of Mandeville
Property Address 407 Carroll St
City Mandeville County Saint Tammany State LA Zip Code 70448
Client City of Mandeville



This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that those conditions will be met in a satisfactory manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *George S. Monsted*
 Name George S. Monsted
 Company Name Lake Parishes Appraisal Services, LLC
 Company Address P.O. Box 1005
Madisonville, LA 70447
 Telephone Number 985-590-7917
 Email Address _____
 Date of Signature and Report 08/15/2023
 Effective Date of Appraisal 08/10, 2023
 State Certification # R1400
 or State License # _____
 or Other (describe) _____ State # _____
 State LA
 Expiration Date of Certification or License 12/31/2024

ADDRESS OF PROPERTY APPRAISED
407 Carroll St
Mandeville, LA 70448
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 355000
 LENDER/CLIENT
 Name Ms. Kathleen Sides
 Company Name City of Mandeville
 Company Address 3101 East Causeway Approach
Mandeville, LA 70448
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
 Date of Inspection _____
- Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street
 Date of Inspection _____

Appraiser's License

Louisiana Real Estate Appraisers Board

Having complied with the requirements of Chapter 51 of Title 37 of the Louisiana Revised Statutes of 1950 and the requirements of the Louisiana Real Estate Appraisers Board,

Certified Residential Appraiser

license is hereby granted to
George S. Monsted

License Number - APR01400-CRA
First Issuance Date - 01/01/2023
Expiration Date - 12/31/2024

Rebecca H. Rothchild
Chairwoman
[Signature]
Secretary



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

ORDINANCE NO. 23-38

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 23-26, THE CAPITAL BUDGET OF THE CITY OF
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Article B, Financial Procedures of the Home Rule Charter provides that amendments to the adopted budget be made by ordinance; and,

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 202-2024, Ordinance Number 23-26 is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2023-2024 City of Mandeville Capital Budget; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2023-2024, Ordinance Number 23-26, is hereby amended to include the budget amendments as set forth on the attached Exhibit A - Revised, incorporated as a part hereof, and be adopted for the 2023-2024 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2023-2024 Capital Budget adopted shall remain in full force and effect.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

Budget Amendment #1 Ordinance #24-xx	Current Budget	Proposed Change	Revised Budget
---	-------------------	--------------------	-------------------

Water Department Capital Expenditures:

211.21.008	Golden Glen Water Line Replacement	2,555,068.00	1,444,932.00	4,000,000.00
		50000-90300	1,444,932.00	
		20000-90400	1,444,932.00	