

**NOTICE OF PUBLIC MEETING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, FEBRUARY 9, 2023, at 6:00PM
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448**

MINUTES:

1. Adoption of the January 26, 2023, Regular Meeting Minutes

REPORTS AND ANNOUNCEMENTS:

OLD BUSINESS:

1. Adoption of Ordinance No. 23-01; AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 22-17, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)
2. Adoption of Ordinance No. 23-02; AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 22-18, THE OPERATING BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)

NEW BUSINESS

1. Discussion about the re-activation of the Mandeville Financial Oversight Committee and the solicitation for committee members.
2. Discussion about the special event process and procedures.
2. Re-appointment of Shelly Winston as a commissioner on the Parks & Parkways Commission. Term to expire August 31, 2030
3. Approval of the substantial completion for the Wastewater Treatment Plant Headworks Covers, Project No. 212.21.012 as of January 20, 2023. (Councilman Danielson, At-Large)
4. Approval of Task Order #1 Substantial completion of the 2022 Roadway & Drainage Maintenance Contract, Project No. 700.22.003 as of January 30, 2023. (Councilman Danielson, At-Large)
5. Approval of Change Order for fence replacement due to Hurricane Ida in the amount of \$21,340. (Councilman Danielson, At-Large)
6. Adoption of Resolution No. 23-03; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND HOLLAND & KNIGHT, LLP AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Danielson, At-Large)
7. Introduction of Ordinance No. 23-03; AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE A PORTION OF BLOCK 69 & 70 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH (Councilwoman McGuire, District III)

PUBLIC WORKS UPDATE:

ADJOURNMENT

Kristine Scherer

Council Clerk

City of Mandeville-3101 E. Causeway Approach-Mandeville, LA 70448

(985) 624-3145

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact, Kristine Scherer, Council Clerk, at (985) 624-3145, describing the assistance that is necessary.

DATE OF NOTICE: February 1, 2023, 1:00 pm

POSTED AT: MANDEVILLE CITY HALL, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LOUISIANA

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

ORDINANCE NO. 23-01

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 22-17, 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 2022-2023, Ordinance Number 22-71, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2022-2023 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 2022-2023, Ordinance Number 22-17, 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 2022-2023 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2022-2023 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 _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Budget Amendment #2
Ordinance 23-xx

Current Budget	Proposed Adjustment	Revised Budget
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General Fund Expenditures:

10100-88000	Capital	2,853,913.00	80,000.00	2,933,913.00	Safety Study
10110-88000	Capital	851,500.00	10,000.00	861,500.00	Police motorcycles
10120-88000	Capital	402,000.00	<u>4,986.00</u>	406,986.00	Street Sweeper
			94,986.00		

Enterprise Fund Expenditures:

20211-88000	Capital	464,938.00	870,000.00	1,334,938.00	Natural waterway debris removal
20212-88000	Capital	4,453,000.00	<u>100,000.00</u>	4,553,000.00	SSES
			970,000.00		

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

ORDINANCE NO. 23-02

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 22-18, THE OPERATING 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 Operating Budget adopted for fiscal year 2022-2023, Ordinance Number 22-18, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2022-2023 City of Mandeville Operating Budget; and

WHEREAS, the Finance Department requests the City Council increase the Operating Budget through the line items identified in Exhibit "A;"; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2022-2023, Ordinance Number 22-18, is hereby amended to include the budget amendments as set forth on the attached Exhibit "A", incorporated as a part hereof, and be adopted for the 2022-2023 Fiscal Year Operating Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2022-2023 Operating 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 _____, 2023.

Kristina Scherer

Rick Danielson

Budget Amendment #3 Ordinance #23-xx		Current Budget	Proposed Change	Revised Budget	
<u>Income:</u>					
20000-90400	Trans from Spec Sales Tax	9,534,611.00	790,000.00	10,324,611.00	Natural waterway debris removal
50000-31200	Special Sales Tax Revenue	3,158,730.00	790,000.00	3,948,730.00	Natural waterway debris removal
<u>General Fund Expenditures:</u>					
10100-43500	Planning & Development	818,349.00	45,000.00	863,349.00	\$30,000 - street trees; \$15,000 - miscellaneous beautification
10100-47600	Contracted Services	70,000.00	115,000.00	185,000.00	\$100,000 - Landfill testing and grant application; \$15,000 -grant analysis
10120-41600	Computer Supplies & Programs	65,838.00	2,000.00	67,838.00	Additional work order software
10120-43200	Building Maintenance	10,000.00	13,000.00	23,000.00	\$3,000 - generator repairs; \$10,000 - AC repairs
			175,000.00		
<u>Enterprise Fund Expenditures:</u>					
20211-41600	Computer Supplies & Programs	119,640.00	2,000.00	121,640.00	Additional work order software
20211-48400	Plant Maintenance	22,000.00	15,000.00	37,000.00	\$10,000 - tower maintenance; \$5,000 - scales for wells 6 & 7
20212-41600	Computer Supplies & Programs	111,602.00	2,000.00	113,602.00	Additional work order software
20212-48400	Plant Maintenance	80,000.00	51,000.00	131,000.00	\$35,000 - grass cutting @ WWTP; \$16,000 - generator maintenance repairs
			70,000.00		
<u>Special Sales Tax Fund Expenditures:</u>					
50000-90300	Trans. To Enterprise Fund	11,664,085.00	790,000.00	12,454,085.00	



DIGITAL ENGINEERING & IMAGING, INC.

February 9, 2023

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

Re: Wastewater Treatment Plant Headworks Covers
City Project No. 212.21.012
Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Wastewater Treatment Plant Headworks Covers. 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: Mitchell Contracting, Inc.
Certificate of Substantial Completion

SECTION 00 06 25
Certificate of Substantial Completion

Project: WWTP Headworks Covers

Owner: City of Mandeville

Owner's Contract No.: 212.21.012

Contractor: Mitchell Contracting, Inc.

Engineer's Project No.: 576-2000.24

This definitive Certificate of Substantial Completion applies to:

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

January 20, 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

City of Mandeville
WWTP Headworks Covers
Punchlist
January 20, 2023

1. Add four (4) 11"x 15" on the effluent distribution box.
2. Cut down bolts that are long.
3. Clean up loose trash around the headworks.
4. Seal joints on flashing where there is no gasket thru joint with sealant.
5. Verify repair was made to flume where concrete was chipped away.
6. Seal around barscreens.
7. Seal around gate openings and other small openings.
8. At inlet box 2 small grates were not replaced with covers. Covers need to be installed at those locations.
9. At inlet box there are 2 vertical locations that need to be sealed up. Need to consult with Endro Composites on how to do.

See attached photos.









Project: WWTP Headworks Covers
Budget Amount: \$407,914.00 from FY '21
Approval for: Substantial Completion
Contract Decrease: N/A
Budget Adjustment Needed (Y/N): NO
Councilmember Sponsor: Danielson

Approval Scope:

The approval scope includes substantial completion of the Wastewater Treatment Plant Headworks Covers project. A substantial completion walkthrough was completed on January 20, 2023. Punch list items were identified and are included as an attachment to the certificate of substantial completion.

Project Scope:

Project consists of construction of glass fiber tank covers at the Mandeville Wastewater Treatment Plant Headworks and appurtenant work to reduce odors in the nearby area.



DIGITAL ENGINEERING & IMAGING, INC.

February 9, 2023

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

Re: 2022 Roadway & Drainage Maintenance Contract
City Project No. 700.22.003
Task Order #1 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 1 of the 2022 Roadway & Drainage 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: Creek Construction, LLC
Certificate of Substantial Completion

SECTION 00625
Certificate of Substantial Completion

Project: 2022 Roadway Maintenance Contract	
Owner: City of Mandeville	Owner's Contract No.: 700.22.003
Contractor: Creek Construction, LLC	Engineer's Project No.: 576-2003.01

This definitive Certificate of Substantial Completion applies to:

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

Task Order 1

January 30, 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. At OLL driveway – add headwall or end treatment to protect plastic pipe from UV
2. At Lamarque and Livingston – add #57 stone and asphalt

Project: 2022 Roadway and Drainage Maintenance Task Order 1

Budget Amount: Yearly Budgeted

Approval for: Substantial Completion

Contract Decrease: N/A

Budget Adjustment Needed (Y/N): NO

Councilmember Sponsor: Danielson

Approval Scope:

The approval scope includes substantial completion of Task Order 1 for the 2022 Roadway and Drainage Maintenance contract. A substantial completion walkthrough was completed on January 30, 2023. Punch list items were identified and are included as an attachment to the certificate of substantial completion. Task Order No. 1 is for \$500,000.00.

Project Scope:

Project consists of maintenance of roadways and drainage features, including replacement of culverts and drainage structures, and concrete rehabilitation and replacement.

CHANGE ORDER

Attachment F - AIA form G701

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

AIA DOCUMENT G701

PROJECT: City of Mandeville Fencing	CHANGE ORDER NUMBE 1 DATE: 1-23-23 ARCHITECT'S PROJECT NO.:
CONTRACTOR: Southern Exteriors Fence Co	CONTRACT 9/9/2022 CONTRACT Fencing

The Contract is changed as follows:

Harbor Fiel

Type A-4 additional 85 lf, A-3 additional 63 lf, A-8 additional 30 lf, additional gate repair by left field dug out.

Paul D Cordes Park

A-3 additional 17 lf

Sunset Point

D-1 additional 176 lf, D-2 additional 42 lf, Additional line item needed for removal of obstructions(15@\$100 each.

Mandeville Cemetary change to 6' high with no additional cost.

APPROVED: _____
Construction Management

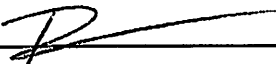
Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	<u>\$223,430</u>
Net change by previously authorized Change orders	_____
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	_____
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	<u>\$21,340</u>
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	<u>\$244,770</u>

The Contract Time will be (increased) decreased) (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

_____ ARCHITECT	Southern Exteriors Fence Co _____ CONTRACTOR	_____ OWNER
_____ Address	31023 Crane Creek Rd _____ Address	_____ Address
_____ BY	BY  _____ BY	_____ BY
_____ DATE	DATE 1-23-23 _____ DATE	_____ DATE

CONTINUATION SHEET

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A Location WORK COMPLETED	B DESCRIPTION OF WORK	C	D	E	F	G
		SCHEDULED	ORIGINAL	FINAL	UNIT	NEW
		VALUE	QUANTITY	QUANTITY	PRICE	VALUE
Lift Station 44, 23 Fintrail Trace	C-1 Replace 6' high wooden fence	3,600.00	75	86	48.00	4,128.00
	E-2 Repair and Re-use Existing gate	700.00	1	1	700.00	700.00
Lift Station 37, 11 Cardinal Ln	C-4 Replace 8' high wooden fence	4,950.00	90	99	50.00	4,950.00
	E-4 Repair and Re-use Existing Fence	900.00	1	1	900.00	900.00
Public Works Building, 1100 Mandeville High Blvd	A-7 Replace 3 strand barb wire	1,080.00	200	190	5.00	950.00
	A-1 Replace 6' high chain link with barbwire	940.00	20	31	47.00	1,457.00
WW- St Ann, 1461 N Causeway	A-1 Replace 6' high chain link with barbwire	7,990.00	170	180	47.00	8,460.00
	A-2 Repair 6' high chain link with barbwire	3,500.00	140	135	25.00	3,375.00
	A-7 Replace 3 strand barbwire	150.00	30	30	5.00	150.00
	B-1 Repair double gate	375.00	1	1	375.00	375.00
WW2, 3350 Monroe St	A-7 Replace 3 strand barbwire	2,000.00	400	400	5.00	2,000.00
	B-1 Repair existing double gate	375.00	1	1	375.00	375.00
DPW Maintenance Garage 1100 Mandeville High Blvd	A-3 Replace 6' high chain link with winged privacy slats and barbwire	8,000.00	160	160	50.00	8,000.00
Old Mandeville Jail, Loan to Garage 1926 Madison St	C-4 Replace 8' high wooden fence	7,500.00	150	140	50.00	7,000.00
	A-5 Repair 5' high chain link fence	4,760.00	280	280	17.00	4,760.00
WORK PENDING						
Paul Spitzfaden Community Center, 3090 E Causeway	E-1 Replace 6' high x 8' wide pair of swing gates with galv steel framing and privacy mesh	900.00	1		900.00	900.00
	C-2 Repair 6' high wooden fence	4,750.00	190		25.00	4,750.00
Paul D Cordes Park, 3101 E Causeway Approach	A-9 Repair 10' high chain link fence	2,625.00	75		35.00	2,625.00
	C-1 Replace 6' high wooden fence	3,840.00	80	97	48.00	4,656.00
Sunset Point, Massena St	D-1 Replace farm style fence	8,000.00	320	496	25.00	12,400.00
	D-2 Repair farm style fence	600.00	30	72	20.00	1,440.00
	G-1 Replace 4' high 12' double gate	900.00	2	2	450.00	900.00
	F-1 Replace double ornamental gate	28,000.00	1		28,000.00	28,000.00
	Removal of Structures/Obstructions			15	100.00	1,500.00
Harbor Field	A-4 Replace 5' high chain link fence	5,000.00	100	185	50.00	9,250.00
	A-3 Replace 6' high chain link fence	2,500.00	50	113	50.00	5,650.00
	A-8 Replace 25' high chain link backstop	12,000.00	60	90	200.00	18,000.00
	B-3 Replace 4' high x 6' wide pair swing gate	750.00	1			
	B-2 Replace 4' high x 5' wide single swing gate	350.00	1			
	need Replace 5' high x 6' wide pair swing gates			1	750.00	750.00
	need Replace 5' high x 5' wide pair swing gates			1	350.00	350.00
	need Repair double gate by lift field dug out			1	350.00	350.00
Mandeville Cemetery	A-4 Replace 5' high chain link fence	25,000.00	500		50.00	
	B-1 Repair chain link double gate	375.00	1		375.00	375.00
	A-1 Replace 6' high chain link fence			500	47.00	23,500.00
Mandeville Lakefront Ravine Au Coquille, Lafayette St Lift Station 4, 218 Foy St	F-2 Replace ornamental steel fence	66,500.00	700		95.00	66,500.00
	A-4 Replace 5' high chain link fence	8,000.00	160		50.00	8,000.00
	C-4 Replace 8' high wooden fence	3,750.00	75		50.00	3,750.00
	E-4 Repair 8' high x 8' wide pair of wood swing gate	900.00	1		900.00	900.00
		221,030.00				242,126.00

INTRODUCED BY _____ AND SECONDED FOR ADOPTION BY COUNCIL
MEMBER _____

RESOLUTION NO. 23-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND HOLLAND & KNIGHT, LLP AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Holland & Knight, LLP for professional legal services involving legislation and enforcement of panhandling ordinances under the United States First Amendment, including but not limited to legal research, opinion, and possible proposed legislation; and

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 Holland & Knight, LLP for professional legal 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:

NAYS:

ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010
Holland & Knight LLP | www.hklaw.com

Christine N. Walz
+1 212-513-3368
Christine.Walz@hklaw.com

January 30, 2023

Via E-mail (Esconzert@bluewilliams.com)

Elizabeth S. Sconzert
1060 W. Causeway Approach
Mandeville, Louisiana 70471

Re: Engagement of Holland & Knight LLP

Dear Elizabeth:

Thank you for retaining Holland & Knight LLP to represent of the City of Mandeville, Louisiana and provide advice regarding a First Amendment evaluation of the passage and enforcement of a proposed Panhandling Ordinance. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. The fees and costs incurred by Holland & Knight LLP in handling this matter will be paid by you and billed in accordance with the standard billing and collection policies (attached) which have previously been negotiated and agreed upon by you and Holland & Knight LLP. Our invoices will be sent directly to you.

If a dispute develops about Holland & Knight's fees, Parish of Mandeville, Louisiana may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$1,000 and less than \$50,000.

Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Please review these terms of engagement and let me know if you have any questions concerning our policies.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

City of Mandeville, Louisiana
January 30, 2023
Page 2

We look forward to working with you to bring this matter to a successful conclusion.

Sincerely,

HOLLAND & KNIGHT LLP



Christine N. Walz

Approved this _____ day of _____, 2023.

CITY OF MANDEVILLE, LOUISIANA

By: Mayor Clay Madden

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for

retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP

personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) both you and the other client have consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

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

ORDINANCE NO. 23-03

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE A PORTION OF BLOCK 69 & 70 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the property to be rezoned is described as a portion of Block 69 & 70, City of Mandeville, St. Tammany Parish, State of Louisiana, containing approximately 49,742.4 square feet as per the survey prepared by Kelly J. McHugh & Assoc., Inc and dated May 19, 2022; and

WHEREAS, William Ellis and Miltenberger Properties, LLC, duly organized, validly existing and in good standing under the laws of the State of Louisiana, purchased the property on October 28, 2022; and

WHEREAS, William Ellis and Miltenberger Properties, LLC, has requested to rezone the Property from its current zoning of R-1, Single Family Residential, to B-1, Neighborhood Business District; and

WHEREAS, the property was zoned B-1 in 1993 during the Comprehensive Rezoning of the City; and

WHEREAS, the City of Mandeville was not able to find evidence of the intentional rezoning of the property from B-1 Neighborhood business District to R-1 Single Family Residence, therefore determining the zoning of the property from B-1 to R-1 is an error of the Zoning Map; and

WHEREAS, the Zoning Commission voted unanimously in support of correcting the error

BE IT ORDAINED by the City Council of the City of Mandeville that Lot Three of Square One as described below shall hereafter be zoned as B-1, Neighborhood Business District:

A CERTAIN PIECE OR A PORTION OF GROUND, All that certain tract of portion of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Town of Mandeville, St. Tammany Parish, State of Louisiana, and according to a survey of Land Surveying, Inc. of Jeron R. Fitzmorris, Surveyor, dated April 8,

1975, said portion of ground is designated as a part of Blocks 69 and 70 of the Town of Mandeville, forms the corner of Monroe Street and Lambert Street, and measures 92.8 feet front on Monroe Street, with a width in the rear of 92.6 feet, with a depth and front on Lambert Street of 258 feet and an equal depth of 258 feet on the opposite side line.

AND

A CERTAIN PORTION OF GROUND, situated in Lot No. 69, Town of Mandeville, Parish of St. Tammany, Louisiana, which portion of ground measures commencing at a distance of 211.87 feet from the corner of Monroe and Kleber Sts., 100 feet front on Monroe St., by a depth between equal and parallel lines of 258 feet.

Being the same property acquired by Hem Enterprises, Inc. from George A. Broom, Sheriff, by virtue of Partition by Licitation in the matter of Succession of Zacharia Sharp, No. 4935, dated October 1, 1969, recorded COB 549 folio 155 of the records of St. Tammany Parish, Louisiana.

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

Rick Danielson
Council Chairman



MANDEVILLE

A Historic Lakefront Community

Planning and Zoning Commission

KAREN GAUTREAUX, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN
ZONING COMMISSION

CARA BARTHOLOMEW, AICP
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

MEMBERS:
SCOTT QUILLIN
SIMMIE FAIRLEY
NIXON ADAMS
CLAIRE DURIO
MIKE PIERCE

CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE PORTIONS OF SQUARE 69 & 70, CITY OF MANDEVILLE

The City of Mandeville Dept. Of Planning and Development received an application request to rezone a portion of square 69 & 70 City of Mandeville on November 16, 2022. Case No. Z22-12-05 was heard at the December 13, 2022 work session and the January 10, 2023 voting meeting. The applicant applied for a zoning change to correct an error on the adopted Zoning Map. The applicant's property was zoned B-1 as apart of the Comprehensive Rezoning of the City of the Mandeville. There has been no application to rezoning the property since 1993, the City believes the property was rezoned as a mapping error.

The Commission made a motion to recommend approval, the motion passed unanimously. The Commission found the property was erroneously zoned R-1, and supported correcting the Zoning Map.

Attached:

Case Summary

Survey

1993 Comprehensive Zoning Map

CASE SUMMARY SHEET

CASE NUMBER: Z22-10-05

DATE RECEIVED: October 24, 2022

DATE OF MEETING: December 13, 2022 and January 10, 2023

Address: Portion of Blocks 69 and 70

Subdivision: Old Town of Mandeville

Zoning District: R-1 Single Family Residential

Property Owner: William Ellis and Miltenberger Properties, LLC

REQUEST: Z22-12-05 – William Ellis and Miltenberger Properties, LLC request the rezoning of a lot designated R-1 Single Family Residential District to B-1 Neighborhood Business District, Portion of Blocks 69 and 70, R-1 Single Family Residential District, Corner of Monroe St. and Lambert St., Portion of Blocks 69 and 70

CASE SUMMARY:

The applicant owns the property at the corner of Monroe St. and Lambert St. The property measures 192.60'x258' having a square footage of 49,690 per a survey prepared by Kelly McHugh & Assoc. Inc. and dated 05.19.22. The lot is currently unimproved.

There are multiple copies of the 1993 Official Zoning Map, with one showing the property as zoned B-1 and another showing the property as being zoned R-1. An appraisal report prepared by Deano and Associates and dated September 15, 1997 was submitted by the applicant and has the zoning listed as B-1. A map attached with ordinance 09-29, the rezoning of Sq. 44, has the property zoned as B-1.

The City has no record of the property being rezoned from B-1 to R-1. The latest adopted zoning map Ordinance 21-24 shows that property as R-1.

The applicants are requesting to formally have the property designated as B-1.

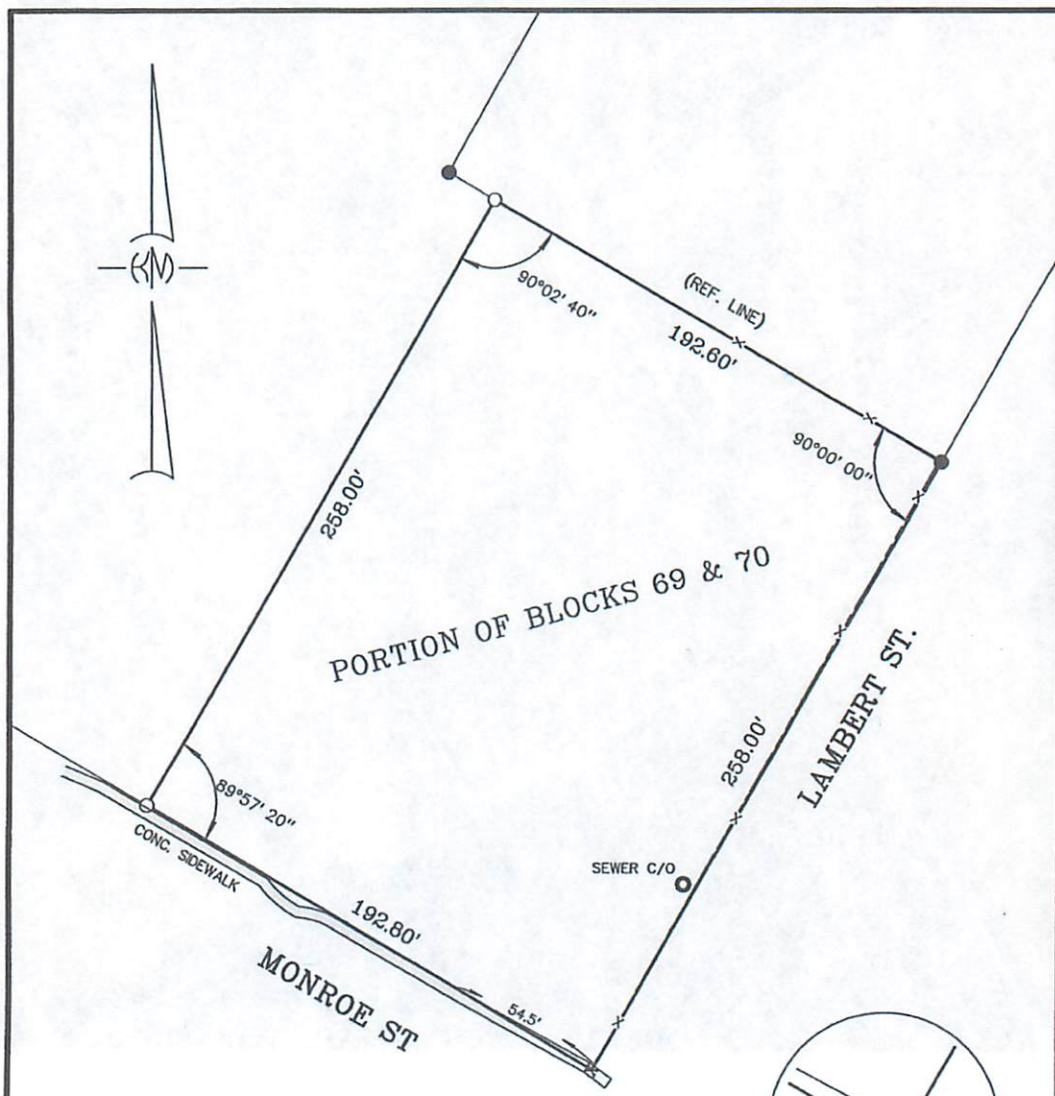
CLURO SECTIONS:

7.5.8. B-1 - Neighborhood Business District

7.5.8.1. Purpose of the B-1 Neighborhood Business District

The purpose of the B-1 neighborhood business district shall be to provide sites for small-scale service and retail establishments to support adjacent residential neighborhoods. This district includes personal service and retail or office establishments, which are 3,000 square feet or less, which conduct all business operations within an enclosed facility, and which do not present any adverse impact on the peace, appearance or value of adjacent residential areas.





NOTE:
OWNER OR CONTRACTOR IS RESPONSIBLE
FOR VERIFYING BUILDING SETBACKS
BEFORE CONSTRUCTION BEGINS.

NO BUILDING SETBACKS OR SERVIDUES SHOWN HEREON.

- LEGEND --
- = 1/2" IRON ROD FOUND
 - = 1/2" IRON ROD SET

THIS PROPERTY IS LOCATED IN FLOOD
ZONE AE ; BASE FLOOD ELEV. 9.0' ; F.I.R.M.
PANEL NO. 2202020427D ; REV.05-16-12

NOTE:
NO ATTEMPT HAS BEEN MADE BY KELLY McHUGH & ASSOC., INC. TO
VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVIDUES, EASEMENTS,
RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL
ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN
THOSE FURNISHED BY THE CLIENT.

KELLY J. McHUGH
 License No. 4443
 PROFESSIONAL

Kelly J. McHugh, REG. NO. 4443

REFERENCE; 1) A PLAT BY JERON R. FITZMORRIS OF
PART OF LOTS 69 & 70 TOWN OF MANDEVILLE.
2) A DEED RECORDED IN THE OFFICIAL RECORDS OF THE
ST. TAMMANY PARISH COURT HOUSE, COB 549, FOLIO 155

BOUNDARY SURVEY OF: PORTIONS OF BLOCKS 69 & 70 MANDEVILLE, CITY OF MANDEVILLE ST. TAMMANY PARISH, LA.	
PREPARED FOR: <div style="text-align: center; font-size: 1.2em; font-weight: bold; padding: 10px 0;"> ORGAN PROPERTIES </div>	
KELLY J. McHUGH & ASSOC., INC. CIVIL ENGINEERS & LAND SURVEYORS 845 GALVEZ ST., MANDEVILLE, LA. 70404-5611	
SCALE: 1" = 50'	DATE: 05-19-22
DRAWN: MDM	JOB NO.: 22-036
REVISED:	

CERTIFIED TO BE IN ACCORDANCE WITH A PHYSICAL
SURVEY MADE ON THE GROUND AND COMPLYING WITH THE
CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS
"C" SURVEY. RED STAMP SIGNIFES CORRECT PLAT.



**Official Zoning Map
CITY OF MANDEVILLE**

Legend

- Major Road
- Interstate Street Right-of-Way
- Unimproved Street Right-of-Way
- Railroad Track & Right-of-Way
- Easement
- Utility Easement
- Public Street

Ordinance # 92-15, Date 5-10-93

Revised Ord. # _____ Date _____

MAYOR, CITY OF MANDEVILLE

CLERK OF COURT

Scale: _____

Official Zoning Map

BOYD STATE PARK

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

ORDINANCE NO. 23-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE DECLARING CERTAIN ITEMS AS SURPLUS AND NO LONGER NEEDED FOR CITY USE; AUTHORIZING THE MAYOR TO EXCHANGE OR DONATE SURPLUS ITEMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS INCLUDING A COOPERATIVE ENDEAVOR AGREEMENT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville adopted Ordinance 22-31 on January 12, 2023 which authorized numerous items as surplus and were to be listed for auction, and;

WHEREAS, the Town of Abita is in need of two Hydromatic pieces of equipment which the City of Mandeville has listed for auction, and;

WHEREAS, the City of Mandeville would like to remove the items listed below from auction and in turn donate the surplus equipment to the Town of Abita:

<u>VEHICLE/EQUIPMENT</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>DONATE TO</u>
Hydromatic 460V 3PH 7.5HP	S6LX750JB	S651219	Town of Abita, La.
Hydromatic 460V 3PH 7.5HP	S6LX750M4-4	S43940	Town of Abita, La

WHEREAS, under La. R.S. 38:2319.21, the Mayor may donate or exchange surplus property between and among political subdivisions whose functions include public safety; and

WHEREAS, the Mayor desires to donate the surplus equipment to the Town of Abita; and

WHEREAS, the donations are contingent upon a Cooperative Endeavor Agreement with all parties involved; and

NOW, THEREFORE, be it ordained by the City Council of the City of Mandeville that the items listed below be declared surplus and no longer needed for City use:

<u>VEHICLE/EQUIPMENT</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>DONATE TO</u>
Hydromatic 460V 3PH 7.5HP	S6LX750JB	S651219	Town of Abita, La.
Hydromatic 460V 3PH 7.5HP	S6LX750M4-4	S43940	Town of Abita, La

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville is hereby authorized at his sole discretion to donate or exchange any of the above described property to any public subdivision whose function includes public safety as provided by La. R.S. 38:2319.21 and enter into a Cooperative Endeavor Agreement with all parties involved; and

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

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and instructed to take such action as she deems necessary or advisable to promulgate the provisions of this ordinance.

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

AYES: 0
NAY: 0
ABSTENTIONS: 0

ABSENT: 0
and the ordinance was declared adopted this __th day of February 2023

KRISTINE SCHERER
CLERK OF COUNCIL

RICK DANIELSON
COUNCIL CHAIRMAN