

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

12/9/2022

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.

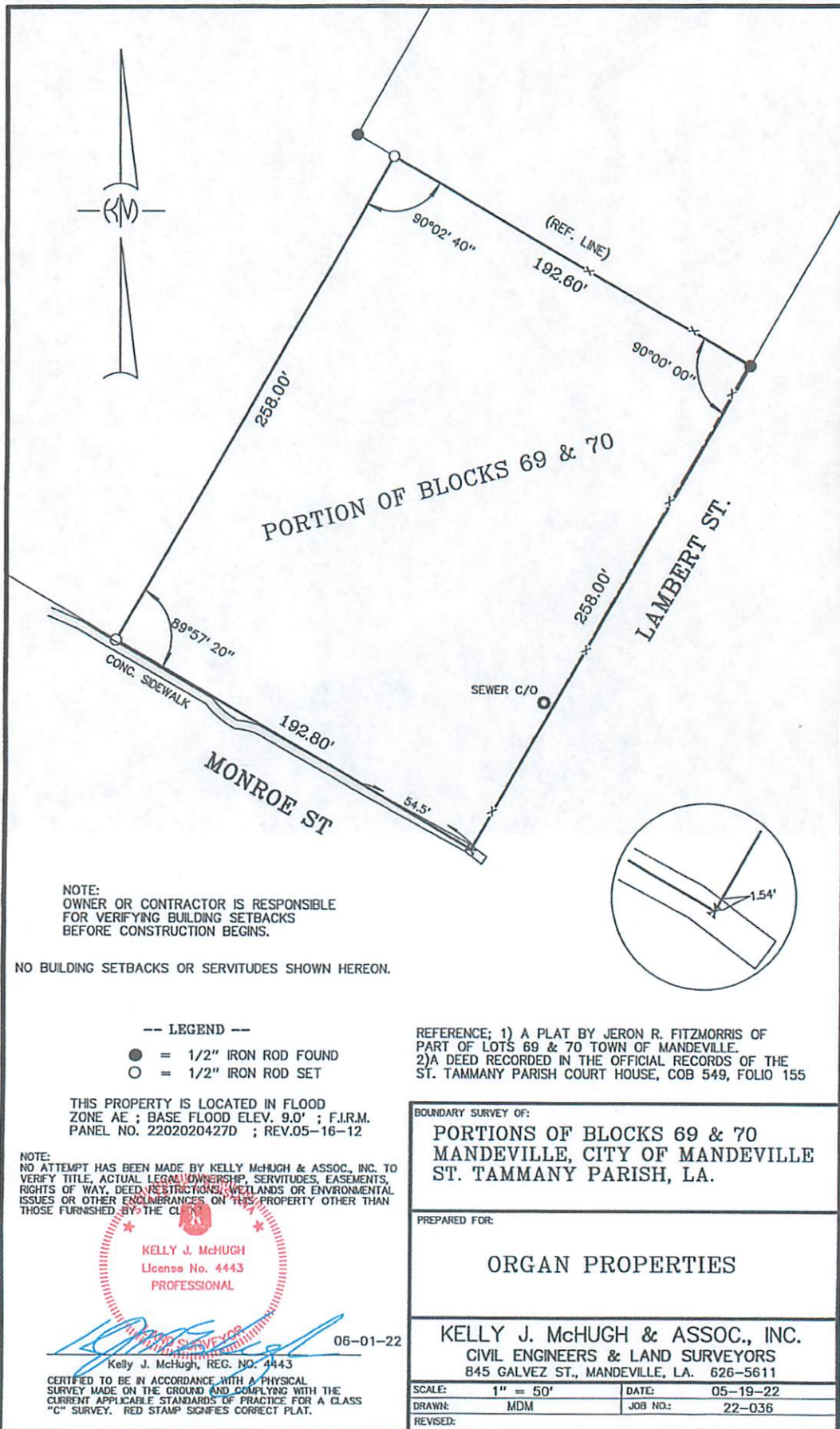
CLURO SECTIONS:

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

[Signature]
KELLY J. McHUGH, REG. NO. 4443

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.

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:

ORGAN PROPERTIES

KELLY J. McHUGH & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 50'	DATE: 05-19-22
DRAWN: MDM	JOB NO.: 22-036
REVISED:	

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



INTEROFFICE MEMO

**TO: Kristine Scherer
Kathleen Sides**

FROM: Alia Casborné

DATE: February 8, 2023

SUBJECT: Special Events Application Recommendations

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

City of Mandeville – National Day of Prayer

Applicant: Melissa Barclay

Date/Time: Thursday, May 4, 2023 – 9:00 a.m.

Rain Date: None

Location: Lakeshore Drive Gazebo

Approval Requests:

- Lifted ordinance to allow tent, chairs & drinks on the Lakefront

Contingencies:

George's Mexican Restaurant – Cinco de Mayo Celebration

Applicant: Tara Ledoux/Colleen Coe

Date/Time: Friday, May 5, 2023 – 5:00 p.m. – 10:00 p.m.

Rain Date: None

Location: 1461 North Causeway Blvd

Approval Requests:

- City Permit requested to apply for ATC Special Events Alcohol Permit
- Parking lot access
- Tent for entertainment
- Police Detail

Contingencies:

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

Mandeville High School – Homecoming Parade

Applicant: Scott McWilliams

Date/Time: Thursday, September 21, 2023 – 6:00 p.m.

Rain Date: None

Location: Lakefront from Jackson to the Trailhead (see map attached)

Approval Requests:

- Waiver of police detail
- Street closure

Contingencies:

- Police Detail

Our Lady of the Lake - Blessing of the Mandeville Cemetery

Applicant: Charlotte King

Date/Time: Thursday, November 2, 2023 – 6:00 p.m. – 9:00 p.m.

Rain Date: None

Location: Mandeville Cemetery

Approval Requests:

Contingencies:

- Cemetery access

Mandeville Lions Club – Mandeville Food Truck Festival

Applicant: Jason Band

Date/Time: Saturday, May 6, 2023 – 4:00 p.m. – 8:00 p.m.

Rain Date: None

Location: Lakefront from Jackson to the Trailhead (see map attached)

Approval Requests:

Contingencies:

- Police Detail recommended by MPD

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 City of Mandeville
Name of Authorized Representative _____ Non-Profit/Tax-Exempt # _____
Mailing Address 3101 E. Canaway App.
City Mandeville State LA Zip 70448
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? N/A YES _____ NO _____

Name of Event: National Day of Prayer
Date(s) of Event: Day Thursday Date 05/04/2023 Time 9:00am Rain Dates(s) N/A
Event Location: Gazebo on Mandeville Lakefront
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: Gathering
Description/Purpose of Event Celebration of National Day of Prayer Estimated Attendance 100

EVENT DETAILS - Check all that apply:

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

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



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

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

INSURANCE/INDEMNITY

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

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

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

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

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

Signature Melissa Barclay
Printed Name Melissa Barclay
Organization City of Mandeville
Title of Office Office of the Mayor Date February 2, 2023

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

Fee received Date M/A

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

Approved:

L. Clay Madden
Mayor Clay Madden

2-6-23
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



Mayor Donald J. Villere

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group George's Mexican Restaurant Inc.
 Name of Authorized Representative Egla Guevara Non-Profit/Tax-Exempt # _____
 Mailing Address 141 N Causeway Blvd
 City Mandeville State LA Zip 70471
 Applicant Phone # _____ Alt. Phone # _____
 E-Mail _____ Application Fee Paid? YES NO

Name of Event: Cinco de Mayo celebration (May 5)
 Date(s) of Event: Day Friday Date 5 / 5 / 23 Time 5:00 pm - 10:00 pm Rain Dates(s) _____
 Event Location: Georges Mexican Restaurant

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

Description/Purpose of Event Mexican celebration Estimated Attendance 500

EVENT DETAILS - Check all that apply:

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

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



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

Organization Represented: _____

Office Held Vice-President Date 1/12/2022



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 2/17/23

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

Approved:

L. Clay Madden
Mayor Clay Madden

2-6-23
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

Rick Richard, Chief of Police

Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: 5/5/23
2. Location of event: Hotel N Causeway Blvd, Mandeville, LA 70471
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? YES NO
5. Are you requesting that Police be present during the event? YES NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? 2 (\$200 each)
\$400
8. Name and contact number of Event official?
[illegible]
9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? 500

Please return completed form to Asst Chief Ron Ruple.

City of Mandeville
3101 East Causeway Approach
Mandeville, Louisiana 70448
985-626-3144 985-626-7929 Fax

SCHEDULE "A"

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business: Georgos Mexican Restaurant Corp
2. What is your name? Bruce M. Danner
3. Residence address? _____
4. Date of Birth 07/20/1968 Place of Birth _____
5. Sex M Race _____ Driver License# _____
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
12. If married is husband or wife eligible for license? YES
13. Have you or your spouse any interest in an establishment holding a current liquor license? NO
 If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
14. Have you ever used any other name than the one given herein? <u>NO</u>				
Name	Address	Kind of Business	License #	%Owned

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule "A" and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business.

It is understood that any misstatement or suppression of fact in an application or Schedule "A" affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 7th day of FEBRUARY, 2023

Notary Public

Signature of Applicant

BRUCE M. DANNER, NOTARY PUBLIC
 STATE OF LOUISIANA
 LA BAR ROLL NO. 4496
 MY COMMISSION IS ISSUED FOR LIFE

BRUCE M. DANNER, NOTARY PUBLIC
 STATE OF LOUISIANA
 LA BAR ROLL NO. 4496
 MY COMMISSION IS ISSUED FOR LIFE



1/18/23

1461 N. Causeway Blvd. • Mandeville, LA 70471
985.626.4342 • Fax 985.624.5397
www.GeorgesMexicanRestaurant.com

To whom it may concern, I Ron
Wfer give permission to George's
Mexican Restaurant to celebrate
Cinco de Mayo (May 5)
2023 in the
parking lot. Thank you.

Portable Services Inc
 PO Box 837
 Gulfport, MS 39502
 (228) 865-4747
 scain@scenicgroup.com
 Tax ID: 64-0816404



Invoice

George's Mexican Restaurant
 1461 N Causeway Blvd
 Mandeville, LA 70471

Invoice Number I35822
 Invoice Date Jan 20, 2023
 Please Pay \$241.99

Customer ID	P.O. Number	Rental Number	Pay Online ID	Clerk	Terms	Due By
C3080	---	R5863	rVW0F5Tn	SC	Due Upon Receipt	Feb 4, 2023

Site: George's Mex Restaurant , 1461 N Causeway Blvd, Mandeville, LA 70471

#	Service	Qty	Description	Rate	Amount	Tax	Amount w/ Tax
1	PT-Event	2	Event Portable Restroom Services	\$110.00	\$220.00	\$0.00	\$220.00
2	ER-LA	2	Equipment Rental - 05/02/2023-05/09/2023	\$10.00	\$20.00	\$1.99	\$21.99
						Subtotal	\$240.00
						Tax	\$1.99
						Total	\$241.99

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your **Customer ID: c3080** and your **Pay Online ID: rVW0F5Tn** then click **Submit**. Enter your payment info and click **Pay**. That's it!

Portable Restrooms, Hand Washing Stations, Holding Tanks and Restroom Trailers, once rented, are the responsibility of the Person(s), Company(s) or the Organization(s) renting the unit(s). If damages beyond reasonable repair occur while the unit(s) are in the possession of said renter(s), replacement cost(s) will be 75% of the new unit(s) cost(s). The replacement charge(s) will be invoiced to the renter(s) arranging the rental service(s)!

Please return bottom portion with your payment.

From

George's Mexican Restaurant
 1461 N Causeway Blvd
 Mandeville, LA 70471

Customer ID C3080
 Invoice Number I35822
 Invoice Date Jan 20, 2023

To

Portable Services Inc
 PO Box 837
 Gulfport, MS 39502

Subtotal \$240.00
 LA-St. Tammany (9.95%) \$1.99
 Payments (\$0.00)
 Amount Due \$241.99
 Due By Feb 4, 2023

Pelican Ice
 711 Oxley Street
 Kenner, LA 70062

504-602-0013

CINCO DE MAYO GEORGES-SPECIAL EVENT FORM
 1461 N CAUSEWAY
 MANDEVILLE, LA 70471

Invoice #	313780
Date:	05/04/2023
P.O. Num:	GEORGES
Customer:	3325
	ANYTIME

Contact Information:
 GEORGE 985.807.7291

Driver: 31 GREG MEYER

Code	Item	Lot	Qty		Price	Total
316	16LB BAG CUBES		130.000	@	4.50	585.00
983	SPECIAL EVENT TRAILER		1.000	@	150.00	150.00
CUSTOMER TO PROVIDE ACCESS TO 30 AMP/120 VOLT POWER SUPPLY WITHIN 25FT OF ICE TRAILER. Absolutely no additional extension cords may be used!!! CUSTOMER WILL BE LIABLE FOR DAMAGES TO EQUIPMENT IF POWERED OTHERWISE.						

Cash	SubTotal Sales:	735.00
Customer	Sales Tax:	53.82
	Invoice Total:	788.82

ALL INVOICES DUE NET 30

Please deliver little trailer and ice on 5/4 for Cinco de Mayo. Please collect check on delivery. Pickup of trailer after Friday.

Check:	For	Applied To This Invoice	
Total Paid This Invoice:			788.82
Please Remit:			

Signed by:

Remit To

COLES RENTAL WORLD
2200 N. Causeway Blvd
Mandeville, LA 70471
WWW.COLESPARTYRENTAL.COM

Invoice

Reservation	Invoice#
Wed 5/ 3/2023	56158-2

Customer #: 5814

Job Descr: /

GEORGE'S MEXICAN RESTAURANT
1461 NORTH CAUSEWAY BLVD

Mandeville, LA 70471

Date Out Wed 5/ 3/2023

Terms	Aging Date
Due upon receipt	Mon 12/26/2022

Qty	Key	Items Rented	Each	Status	Event End Date	Price	
8	140-0036	STAGING, 4'X8' W/SKIRTING	\$61.20	Reserved	Mon 5/ 8/2023	\$489.60	
1	TENT JACKS	__TENT JACK	\$0.00	Reserved	Mon 5/ 8/2023	\$0.00	
2	CANOPY 20X20 F	20X20 FRAME CANOPY TOP	\$0.00	Reserved	Mon 5/ 8/2023	\$0.00	
8	140-999 02	TABLE, 48" ROUND	\$10.20	Reserved	Mon 5/ 8/2023	\$81.60	
75	Aluminum chairs	ALUMINUM PLASTIC CHAIRS	\$1.683	Reserved	Mon 5/ 8/2023	\$126.22	
4	140-72	TABLE, 8' PLASTIC	\$8.50	Reserved	Mon 5/ 8/2023	\$34.00	
6	140-0045	TABLE, 6' WOOD OR PLASTIC	\$8.10	Reserved	Mon 5/ 8/2023	\$48.60	
2	20X20 FRAME	20X20 FRAME (WH. TWIN TUBE)	\$280.50	Reserved	Mon 5/ 8/2023	\$561.00	
Qty	Key	Items Sold	Each	Status	Date	Price	
1	/DEL-MANDEVILLE	DELIVERY, MANDEVILLE	\$60.00	Selling	Mon 5/ 8/2023	\$60.00	
		WE DO NOT OFFER SPECIFIC DELIVERY TIMES!					

Payment Due upon receipt
Please pay from this invoice.

Rental and Sales:					ANDEVILLE '18 TAX:
\$1,634.49					\$123.37
Total Amount:	\$1,757.86	Discount:	\$233.47	Total Paid	\$0.00
				Total Due	\$1,524.39

985-626-9743

WWW.COLESPARTYRENTAL.COM

985-809-3091

City of Mandeville
3090 E. Causeway Approach
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 MANDEVILLE LIONS CLUB
Name of Authorized Representative _____ Non-Profit/Tax-Exempt # _____
Mailing Address _____
City MANDEVILLE State LA Zip 70448
Applicant Phone # _____ Alt. Phone # 985-264-6315
E-Mail _____ Application Fee Paid? YES NO

Name of Event: MANDEVILLE FOOD TRUCK FESTIVAL
Date(s) of Event: Day SATURDAY Date 5/6/23 Time 4PM-8PM Rain Dates(s) N/A
Event Location: MANDEVILLE LIONS HALL, 720 LAFITTE STREET
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event FUNDRAISER Estimated Attendance 200+

EVENT DETAILS - Check all that apply:

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

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



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

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

INSURANCE/INDEMNITY

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

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

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

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

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

Signature 

Printed Name JASON BAND

Organization MANDEVILLE LIONS CLUB

Title of Office VICE PRESIDENT Date 2/3/2023

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

Fee received Date 2/3/23

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

Approved:

L. Clay Madden

Mayor Clay Madden

2-6-23
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No

Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

Rick Richard, Chief of Police

Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: MAY 6, 2023 4PM - 8 PM

2. Location of event: 700 LAFAYETTE STREET

3. Will the event take place on a public roadway? YES NO

4. Are you requesting public streets be blocked off? YES NO

5. Are you requesting that Police be present during the event? YES NO

6. Are you paying for a Police detail? YES NO

7. If you answered yes to number 6, how many officers? _____

8. Name and contact number of Event official?

* MRD requires 1 (one) Police officer

Members will handle security

9. Will alcoholic beverages be present? YES NO

10. Expected number of people at event? 200 +

Please return completed form to Asst Chief Ron Ruple.

City of Mandeville
3101 East Causeway Approach
Mandeville, Louisiana 70448
985-626-3144 985-626-7929 Fax

SPECIAL EVENT
LIQUOR LICENSE APPLICATION

1. Liquor license to be issued to: MANDEVILLE LIONS CLUB
(Organization, Business or Individual)
2. Class A (on premises) Liquor _____ Wine Beer
3. Name of Event MANDEVILLE FOOD TRUCK FESTIVAL
4. Location of event 720 LAFITTE STREET
Telephone _____
5. Date of Event (limit of 3 consecutive days) MAY 6, 2023 Rain Date N/A
6. Time each day 4PM-8PM
7. Type of Event FUNDRAISER Number Attending Event _____
8. Mailing address _____
9. Organization Chairman or Contact Person JASON BAND
Phone Number _____ E-Mail Address: _____
Fax Number () _____ Web Address _____
10. List of Officers or Owners. The list of names below should each furnish a notarized Schedule "A".
 - A. FERDINAND BAWTANA OFFICER
Name Title SSN
Resident Address City State Zip
 - B. JASON BAND V.P.
Name Title SSN
Resident Address City State Zip Home Phone Number
 - C. RICHARD NORRIS DISTRICT GOV.
Name Title SSN
Resident Address City State Zip Home Phone Number
11. Is premises owned by applicant? If no, attach copy of lease or contract.
12. Does applicant hold State or City of Mandeville liquor license for current year at any other location? _____ If yes: Name _____ Location: _____
13. Has the applicant ever been denied a state or local liquor license? NO

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

Signature of Applicant

Title: V.P.

Signature of Preparer

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
07/13/

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights on the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C, No, Ext): 1-800-316-6705 E-MAIL ADDRESS: lionsclubs@dspins.com	FAX (A/C, No): 847-5
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDOG72484757	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 10,000 PRODUCTS - COMP/OP AGG \$ 2,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25550596	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Food Truck Festival

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** City of Mandeville ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER City of Mandeville 3101 E. Causeway Approach Mandeville, Louisiana 70448	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED THE EXPIRATION DATE THEREOF, NOTICE WILL BE IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

State of
Louisiana
Secretary of
State

COMMERCIAL DIVISION
225.925.4704



Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
LIONS CLUB OF MANDEVILLE, INC.	Non-Profit Corporation	MANDEVILLE	Active

Previous Names

Business: LIONS CLUB OF MANDEVILLE, INC.
Charter Number: 34133838N
Registration Date: 1/26/1984

Domicile Address

720 LAFITTE STREET
MANDEVILLE, LA 70448

Mailing Address

P. O. BOX 612
MANDEVILLE, LA 70470

Status

Status: Active
Annual Report Status: In Good Standing
File Date: 1/26/1984
Last Report Filed: 12/27/2021
Type: Non-Profit Corporation

Registered Agent(s)

Agent: [REDACTED]
Address 1: [REDACTED]
City, State, Zip: MANDEVILLE, LA 70448
Appointment Date: 1/26/1984

Agent: [REDACTED]
Address 1: [REDACTED]
City, State, Zip: MANDEVILLE, LA 70448
Appointment Date: 4/23/1996

Agent: [REDACTED]
Address 1: [REDACTED]
City, State, Zip: MANDEVILLE, LA 70448
Appointment Date: 1/13/2017

Officer(s)

Additional Officers:

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 Mandeville High School
Name of Authorized Representative _____ Non-Profit/Tax-Exempt # _____
Mailing Address _____
City Mandeville State LA Zip 70171
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? YES NO

Name of Event: Mandeville High School Homecoming Parade
Date(s) of Event: Day Thurs. Date 9 / 21 / 23 Time 6pm Rain Dates(s) N/A
Event Location: Mandeville Lakefront
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event celebrate annual homecoming Estimated Attendance ~ 50

EVENT DETAILS - Check all that apply:

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

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

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

Signature 

Printed Name Christian Monson

Organization Mandeville High School

Title of Office Principal Date 11/29/2022

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

Fee received Date 2/1/23

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

Approved:

L. Cluff Madden
Mayor Clay Madden

2-6-23
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Our Lady of the Lake Church
Name of Authorized Representative _____ Non-Profit/Tax-Exempt # 72-0423650
Mailing Address _____
City Mandeville State LA Zip 70448
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? YES NO

Name of Event: Blessing of Mandeville Cemetery
Date(s) of Event: Day Thurs Date 11/2/23 Time 6-9pm Rain Dates(s) None
Event Location: Mandeville Cemetery
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Blessing of Cemetery Estimated Attendance 100
GRAVES

EVENT DETAILS - Check all that apply:

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

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

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

Signature CR King
Printed Name Charlotte R. King
Organization Blessing of the Mandeville Cemetery
Title of Office Coordinator Date 1-29-23

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



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 01/17/23

Certificate of Insurance? YES NO

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

Recommendation of Special Events Committee:

Approved:

L. Clay Madden

Mayor Clay Madden

2-6-23

Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

**INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 23-04

**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 KVS ARCHITECTURE AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with KVS Architecture for professional architectural services for improvements to the Harbor Gazebo;

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 KVS Architecture. for architectural 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

Project: Harbor Gazebo Improvements
Budget Department: GEN GOV
Budget Amount: FY'23 \$388,500
Resolution for: Professional Services Agreement for KVS Architecture
Contract Amount: \$53,242.00
Budget Adjustment Needed (Y/N): NO
Councilmember Sponsor: Zuckerman

Resolution Scope:

The Consultant scope of work is for survey, design, permitting, bidding, construction administration, and traffic engineering for the Harbor Gazebo improvements Project located at Jackson Ave and Lakeshore Drive on Bayou Castine.

Fee Breakdown: Services based off of Construction Estimate from State of LA Fee Schedule for Architectural Services (12.91% of construction costs).

Total Construction Cost Amount =

- **Architectural Services = \$335,000 @ 12.91% = \$43,242.00**
- **Land Surveying = \$5,000.00**
- **Traffic Engineering = \$5000.00**

Total = \$53,242.00

Project Scope:

The scope of work for project includes rehabilitation of the gazebo structure, harbor area landscaping, sidewalk and crosswalk configurations, electrical pedestal repairs, trench grates for dock area, dock post cap replacements, and the alternate items of sealant for the gazebo, security system, bulkhead improvements, and decorative lighting. The intersection of Jackson and Lakeshore will be investigated by a traffic engineer for a safety analysis of the current sidewalk/crosswalk/roadway configuration and recommend modifications as needed.

FEE CALCULATOR for Architectural Services

FEE CALCULATOR for Architectural Services
KVS Architecture

Project Name ***Harbor Gazebo Improvements***

Date ***1.30.23***

1.	Enter the Available Funds for Construction	\$335,000
2.	Enter the Renovation Factor/Complexity Factor (if not applicable, enter '1')	1.25
3.	Enter the subject year for cost index data (prior year)	2006
4.	The Building Cost Index for the subject year is	4369
5.	The Consumer Price Index for the subject year is	201.6
6.	The BCI for the reference year (1975) was	1306
7.	The CPI for the reference year (1975) was	53.8
8.	The BCI ratio is	0.2989
9.	The CPI ratio is	3.75
10.	The adjusted AFC for the reference year (1975) is	\$100,140
11.	log [1975 AFC] =	5.001
12.	The adjusted fee percentage for the reference year is	9.22%
13.	The adjusted fee amount for the reference year is	\$9,232
14.	The adjusted base fee for the subject year is	\$34,593
15.	TOTAL FEE (including Renovation factor, if any) =	\$43,242
16.	Fee as a percentage of the AFC =	12.91%

	BCI	CPI
1975	1306	53.8
2000	3539	172.2
2001	3574	177.1
2002	3623	179.9
2003	3693	184.0
2004	3984	188.9
2005	4205	195.30



235 Girod Street, Mandeville, Louisiana
985.674.3077 www.kvsarchitecture.com

HOURLY RATES FEE SCHEDULE FOR SUPPLEMENTAL SERVICES

Architectural Work:

K. Vaughan Sollberger, Jr., Architect, \$150/hr.

Kelsea Glorioso, Intern Architect, \$80/hr.

Alex Dumestre, Intern Architect, \$80/hr.

Engineering Work:

Senior Engineer, \$150/hr.

Technician, Intern, \$80/hr.



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of February in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

K. Vaughan Sollberger, Jr.
KVS Architecture
235 Girod Street
Mandeville, LA 70448

for the following Project:
(Name, location and detailed description)

Harbor Gazebo Improvements
101 Jackson Avenue
Mandeville, LA 70448

Contract for Planning and Design

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

| See Exhibit A, Project Proposal

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| See Exhibit A, Project Proposal

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

| See Exhibit A, Project Proposal

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

| Unknown at this time.

.2 Construction commencement date:

Unknown at this time.

.3 Substantial Completion date or dates:

Unknown at this time.

.4 Other milestone dates:

Unknown at this time.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

David LeBreton, Jr., P.E.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

City Engineer, City Planning Department, Department of Public Works

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 See Exhibit A, Project Proposal

.2 See Exhibit A, Project Proposal

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

K. Vaughan Sollberger, Jr., Architect

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kyle Associates

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

Marrero, Couvillion & Associates

§ 1.1.11.2 Consultants retained under Supplemental Services:

JV Burkes & Associates, Traffic Engineer

§ 1.1.12 Other Initial Information on which the Agreement is based:

Land Surveying Services is included in Exhibit A, Project Proposal, by Randall W. Brown & Associates, Inc.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Thousand (\$ 200,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with Statutory Limits.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering – Traffic Engineering	Architect
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Architect to investigate traffic design with assistance of Civil / Traffic Engineer related to pedestrian crosswalks and potential improvements in the Harbor Area.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner to provide evaluation and direction for upgrade or modifications related to Security Systems.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

See Exhibit B – State of Louisiana 2013 Fee Calculator

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit C – Architect's Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Five	percent (5	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Fifty	percent (50	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[Three] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Project Proposal
Exhibit B – State of Louisiana 2013 Fee Calculator
Exhibit C – Architect’s Hourly Rates

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Mayor Clay Madden, City of Mandeville
(Printed name and title)

ARCHITECT *(Signature)*

K. Vaughan Sollberger, Jr., KVS Architecture
(Printed name, title, and license number, if required)

KVS architecture

235 Girod Street, Mandeville, Louisiana
985.674.3077 www.kvsarchitecture.com

January 30, 2023

Mayor Clay Madden
City of Mandeville
cmadden@cityofmandeville.com

Proposal for: **Harbor Gazebo Improvements**

Dear Mayor Madden,

We appreciate the consideration to provide architectural and engineering services for The Harbor Gazebo Improvements project and we look forward to assisting the city through the design and construction processes.

THE PROJECT:

Based on our discussion, The Harbor Gazebo is to be renovated to restore the structure to like-new condition when it was originally constructed in or around 2008. Many of the steel components have severe rusting, and the wooden components were damaged during Hurricane Ida. The existing elevated concrete foundation predates most of us and was probably installed sometime in the 1960's. There is some work required of this contract to repair and protect the existing concrete components. The property is in Flood Zone VE-12 and average ground elevation is generally 3.9' AMSL at this site, and periodic inundation is experienced here.

The Harbor Gazebo Improvements project includes:

1. Land Survey with all improvements of the Harbor Area.
2. Rehabilitation of Gazebo and Harbor Area.
3. Site Furnishings, Signage, and Landscaping.
4. Sidewalk and Crosswalk Configurations.
5. Electrical Pedestal Repairs.
6. Trench grates with concrete bottom footings.
7. Black decorative post caps – replace missing caps.
8. Concrete sealer.
9. Security system upgrade for cameras.
10. Replacement of wood planks at bulkhead along beach.
11. Harbor area site lighting.

OUR WORK:

Our Architectural and Engineering work will include an initial Site Drawing of all Existing Conditions for planning purposes, Site Plan, Floor Plan, and Landscape Plan. We will design all renovations and new construction and illustrate the workings of the operation with drawings and photographs to communicate the design intent to all of the authorities during their project reviews and illustrate the required construction for prospective bidders. This will include reviews and approvals by the City Engineer, Public Works, Design Review Committee and Historic District Preservation Commission.

PERMITTING:

We will provide an updated Cost Estimate at the completion of Construction Documents, and produce detailed Architectural and Engineering drawings to the State Fire Marshal and City of Mandeville Building Department for Contractor Bidding and to acquire a building permit.

CONSTRUCTION ADMINISTRATION:

We will observe the construction work in progress, and advise you and the Contractors of issues and recommendations during construction and review monthly Contractor applications for payment. We will also assist the team in all required aspects during the construction process.

ESTIMATED COST OF CONSTRUCTION:

Our Estimated Cost of Construction, based on the scope of work description above, includes:

1. Rehabilitation of Gazebo and Harbor Area.	201,100
2. Site Furnishings, Signage, and Landscaping.	27,200
3. Sidewalk and Crosswalk Configurations.	15,000
4. Electrical Pedestal Repairs.	5,200
5. Trench grates with concrete bottom footings.	14,000
6. Black decorative post caps – replacement.	1,500
7. Concrete sealer.	3,000
8. Security system upgrade for cameras.	2,000
9. Replacement of wood planks at bulkhead along beach.	18,000
10. New Harbor Area site lighting.	<u>48,000</u>
Estimated Cost of Construction	<u>335,000</u>

LAND SURVEY:

Land Survey with all improvements of the Harbor Area. 5,000

TRAFFIC ENGINEERING:

Engineering analysis of pedestrian crosswalks in the Harbor Area. 5,000

ARCHITECT'S COMPENSATION:

\$335,000 Estimated Cost of Construction x 12.91% Design Fee =	43,242
Total Professional Fees	53,242

Compensation for our proposed fee is in accordance with the State of Louisiana Fee Schedule for Architectural Services with a Renovation Factor of 1.25 (see attached worksheet). Let us know if you would like to discuss this or if you have any questions.

Sincerely,



K. Vaughan Sollberger, Jr., Architect
kvs@kvsarchitecture.com

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

RESOLUTION NO. 23-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ESTABLISHING FINANCIAL AND BUDGETARY GUIDELINES, TO INCLUDE A FINANCIAL FORECAST BEFORE MOVING FORWARD FOR MAJOR CAPITAL PROJECTS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville has numerous proposed major capital projects in the works in a variety of different stages.

WHEREAS one of the City Council's primary roles is to assure fiscal responsibility and sustainability for our community.

WHEREAS, the City Council in doing so, must analyze and prioritize the community needs, possible alternatives, and all available resources for all major capital city projects;

WHEREAS, the City Council must continually watch spending and commitments, and take a close look at the cost of major capital projects, as well as the life-long costs of paying for their maintenance, operation, and future repairs, and.

WHEREAS, in order to effectively accomplish their financial councilmanic function, the City Council desires to establish the following set of guidelines to assist in their decision-making process before the funding for such major capital projects are approved:

1- the administration shall provide a minimum of 5 years of revenue and expenses, and can request a forecast for up to 10 years, to allow the Council to assess the availability of funds and source thereof.

2- the administration shall ascertain whether any funds for a major capital project can be obtained through grants or other third-party agencies;

3- the administration and council shall discuss exploring bonding options for these major capital projects;

4- the administration and council may hold several meetings and/or open houses for certain major capital projects to allow for public input on the design and/or projects proposed; and

5- the council requests to engage with an outside consultant to assist in the preparation of the financial forecast

6- the council may request for financial guidance and recommendations from the Mandeville Financial Oversight Committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the above set of

guidelines with regards to major city capital projects.

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

AYES: 0
NAYS: 0
ABSENT: 0
ABSTENTIONS:0

And the resolution was declared adopted this ___th day of February 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

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

ORDINANCE NO. 23-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING AND ADOPTING THE PERSONNEL POLICIES RULE 4.0, SECTION 4.07.1 FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Section 4-05 of the Mandeville City Charter, entitled Personnel Systems, mandates the City Council shall adopt personnel rules, policies, procedures and practices for all non-police employees by ordinance; and

WHEREAS, It is necessary that personnel policies be reviewed from time to time to adequately reflect policies as revised to meet current conditions; and

WHEREAS, as a part of that review process, the Council deemed that the Personnel Policies of the Municipal Employees Civil Service System be amended to reflect current standards and practices;

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of the policy removal; and

NOW, THEREFORE BE IT ORDAINED that the following section be removed under Rule 4.0 Compensation Plan to update Section 4.07.1 of the Personnel Policies of the Municipal Employees Civil Service System as follows:

Section 4.07.1 CASH AWARDS AND SUPERIOR MERIT PROGRAM

A. Superior Performance: In recognition of sustained superior performance over a one-year period as documented on an employee's annual performance appraisal an employee may be granted a cash award of up to \$800.00.

B. Outstanding Act: A cash award of up to \$300.00 may be granted to an employee in recognition of his/her performing outstanding acts on the job.

C. Superior Merit: When the employee's performance is not only rated "EXCEEDS EXPECTATIONS", but also represents outstanding achievement within his/her department, and is recommended by both his/her supervisor and by the Department Director, the

employee MAY receive an additional one-step increase, for a total of 3 steps, providing sufficient funds are available in the recommending department and providing the Mayor concurs in the recommendation.

In all awards, the department head must submit written justification, funds must be available, and the Mayor must concur. (Ord. 93-7, 5/13/93)

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective on January XX, 2023.

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

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

- AYES:
- NAY:
- ABSTENTIONS:
- ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2023 at ____ o'clock __.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2023, at ____ o'clock __.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2023 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

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

CLERK OF COUNCIL

NOV 10 1919

TO THE HONORABLE THE CLERK OF COUNCIL
CITY OF CHICAGO

RE: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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

ORDINANCE NO. 23-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING AND ADOPTING THE PERSONNEL POLICIES RULE 6.0, SECTION 6.08 (C) FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Section 4-05 of the Mandeville City Charter, entitled Personnel Systems, mandates the City Council shall adopt personnel rules, policies, procedures and practices for all non-police employees by ordinance; and

WHEREAS, It is necessary that personnel policies be reviewed from time to time to adequately reflect policies as revised to meet current conditions; and

WHEREAS, as a part of that review process, the Council deemed that the Personnel Policies of the Municipal Employees Civil Service System be amended to reflect current standards and practices;

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of the policy change; and

NOW, THEREFORE BE IT ORDAINED that the following section be amended under Rule 6.0. Recruitment, Selection, and Advancement to update Section 6.08(C) of the Personnel Policies of the Municipal Employees Civil Service System to read as follows:

Section 6.08 Promotional Appointments

C. The Human Resources Director shall not include any employee whose most recent performance evaluation rating was less than 62% in any promotional certification.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective on January XX, 2023.

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

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

AYES:
NAY:
ABSTENTIONS:
ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2023 at ____ o'clock __.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2023, at ____ o'clock __.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2023 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

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

CLERK OF COUNCIL

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

ORDINANCE NO. 23-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING AND ADOPTING THE PERSONNEL POLICIES RULE 4.0, SECTION 4.05(C) FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Section 4-05 of the Mandeville City Charter, entitled Personnel Systems, mandates the City Council shall adopt personnel rules, policies, procedures and practices for all non-police employees by ordinance; and

WHEREAS, It is necessary that personnel policies be reviewed from time to time to adequately reflect policies as revised to meet current conditions; and

WHEREAS, as a part of that review process, the Council deemed that the Personnel Policies of the Municipal Employees Civil Service System be amended to reflect current standards and practices;

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of the policy change; and

NOW, THEREFORE BE IT ORDAINED that the following section be amended under Rule 4.0. Compensation Plan to update Section 4.05(C) of the Personnel Policies of the Municipal Employees Civil Service System to read as follows:

Section 4.05(C) Retention Pay / Pay Above Maximum

No employee shall receive a higher rate of pay than the maximum allowed for the employee's class range, except for an employee whose position has been downgraded by reclassification or changes in labor market, through no fault of the employee. In this case, the employee shall continue at his/her current rate of pay until future compensation plan adjustments or position reallocation places the pay rate within acceptable pay range. An exception to this policy may be made as follows in order to retain quality employees by making available merit-based off-scale pay increases:

Upon the recommendation of the department head, a regular Civil Service employee is eligible for the merit-based off-scale retention pay rate. The off-scale retention pay rate is a merit-based rate increase for regular Civil Service employees who have reached the maximum pay rate on the pay

scale. Off-scale retention pay rates are calculated as follows, based upon years of service following an eligible employee reaching the maximum pay rate on the pay scale:

Off-Scale Pay by Year(s) Beyond Scale Maximum	Additional Pay Annualized
One year	\$500
Two years	\$1,000
Three years	\$1,500
Four years	\$2,000
≤ Five years	\$2,500 (maximum)

Rates are calculated by dividing the total off-scale pay rate by the number of regular hours worked per year. Examples:

$$\$500 / 2080 = \$0.24 \text{ (40-hour employee)}$$

$$\$500 / 1820 = \$0.27 \text{ (35-hour employee)}$$

$$\$500 / 2184 = \$0.23 \text{ (42-hour employee)}$$

This rate will be in addition to the employee's base rate following the annual performance evaluation. An employee will only be eligible for the off-scale retention pay rate if he/she receives a score of 62% or higher on the annual performance evaluation, the funds are available and the Mayor concurs.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective on January XX, 2023.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2023.

 Kristine Scherer
 Clerk of Council

 Rick Danielson
 Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ___ day of _____, 2023 at ___ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ___ day of _____, 2023 at ___ o'clock __.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ___ day of _____, 2023, at ___ o'clock __.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ___ day of _____, 2023 at ___ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2023 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

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

CLERK OF COUNCIL

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

ORDINANCE NO. 23-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING AND ADOPTING THE PERSONNEL POLICIES RULE 8.0, SECTIONS 8.02, 8.03, AND 8.04 FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Section 4-05 of the Mandeville City Charter, entitled Personnel Systems, mandates the City Council shall adopt personnel rules, policies, procedures and practices for all non-police employees by ordinance; and

WHEREAS, It is necessary that personnel policies be reviewed from time to time to adequately reflect policies as revised to meet current conditions; and

WHEREAS, as a part of that review process, the Council deemed that the Personnel Policies of the Municipal Employees Civil Service System be amended to reflect current standards and practices;

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of the policy change; and

NOW, THEREFORE BE IT ORDAINED that the following section be amended under Rule 8.0. Performance Appraisal to update Sections 8.02, 8.03, and 8.04 of the Personnel Policies of the Municipal Employees Civil Service System to read as follows:

Section 8.0 Performance Appraisal

Section 8.02 Each employee serving in a probationary period shall be rated at least once during the probationary period. The rating may be made at any time deemed most appropriate by the department head, but preferably in conjunction with consideration of granting employee regular status. An employee rated less than 60% during probation shall not be granted regular civil service status and will cease employment with the City.

Section 8.03 Each employee serving in a regular status Civil Service position shall be rated at least once in each calendar year, in conjunction with consideration of the employee's annual merit increase eligibility. An employee rated less than 62% shall not be eligible for promotion until a re-rating of 62% is attained. Re-ratings are at the discretion of the

Department Director. An employee rated less than 62% shall not be eligible for a pay raise until a re-rating of 62% or higher is made.

Section 8.04 The basic service rating of each employee shall be made by the employee's immediate supervisor and shall become final with the approval of the department head. The department head or such agent shall assign the overall rating. Both the rater and the reviewer shall sign the rating form. The rating form must be specific in nature in its comments section, as it is used to determine merit increases. Failure by the supervisor to honestly complete an evaluation can result in a decreased overall performance evaluation score for the rater.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective on January XX, 2023.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2023 at ____ o'clock ____m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2023, at ____ o'clock ____m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock ____m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2023 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

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

CLERK OF COUNCIL

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

ORDINANCE NO. 23-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING AND ADOPTING THE PERSONNEL POLICIES RULE 4.0, SECTION 4.07 FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Section 4-05 of the Mandeville City Charter, entitled Personnel Systems, mandates the City Council shall adopt personnel rules, policies, procedures and practices for all non-police employees by ordinance; and

WHEREAS, It is necessary that personnel policies be reviewed from time to time to adequately reflect policies as revised to meet current conditions; and

WHEREAS, as a part of that review process, the Council deemed that the Personnel Policies of the Municipal Employees Civil Service System be amended to reflect current standards and practices;

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of the policy change; and

NOW, THEREFORE BE IT ORDAINED that the following section be amended under Rule 4.0. Compensation Plan to update Section 4.07 of the Personnel Policies of the Municipal Employees Civil Service System to read as follows:

Section 4.07 MERIT PAY INCREASE PROGRAM

Step increases in pay are based solely on an employee's individual performance, as measured in the formal performance evaluation process. Accordingly, an employee may receive as a merit pay increase, based upon his/her annual performance rating as follows:

Merit Pay Increase	Performance Evaluation Score
Three step increase	99% - 100%
Two step increase	80% - 98%
One step increase	62% - 79%
No increase	60% - 61%
No increase	31% - 59%
No increase	0% - 30%

A. An employee who scores between 62% and 79% and is approved by his/her Department Director, may receive a one-step increase, providing sufficient funds are available in the recommending department.

B. An employee who scores between 80% and 98% and is approved by his/her Department Director, may receive a two-step increase, providing sufficient funds are available in the recommending department.

C. An employee who scores between 99% and 100% and is approved by his/her Department Director, may receive a three-step increase, providing sufficient funds are available in the recommending department.

D. An employee who receives a rating of less than 62% on his or her performance evaluation is not eligible for a step increase. However, if the employee's rating is at least 31%, that person's supervisor may re-evaluate the employee after six months. If the follow-up evaluation shows significant performance improvement, reaching a score of 62% or more, the employee may be awarded a one step increase, effective six months after the regular evaluation date, providing the Department Director concurs with the recommendation. Re-ratings are performed at the Department Director's discretion and should be completed six months from the regular evaluation date.

E. An employee who scores 30% or less on a performance evaluation requires immediate supervisory action to upgrade the employee's performance. Inadequate response by the employee will result in disciplinary action up to and including termination.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective on January XX, 2023.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2023 at ____ o'clock __.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2023, at ____ o'clock __.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2023 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

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

CLERK OF COUNCIL

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

ORDINANCE NO. 23-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO EFFECT THE ANNEXATION OF A PORTION OF GROUND SITUATED ON THE SOUTH HALF OF SQUARE 76 IN SECTION 42 INTO THE CORPORATE LIMITS OF THE CITY OF MANDEVILLE DESIGNATING AND ASSIGNING THE PROPERTY FOR PURPOSES OF ZONING AS B-2, HIGHWAY BUSINESS DISTRICT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Planning Commission has received a petition by Alain Poux seeking the annexation of a Parcel of Ground being more fully described as a parcel containing 17,973 square feet as surveyed by Kelly J McHugh & Assoc., Inc. dated June 8, 1999 into the corporate limits of the City of Mandeville attached as Exhibit A; and

WHEREAS, the said petition is made and signed by the owners of the said property and there are no registered voters currently residing on the said property; and

WHEREAS, the property is contiguous to the present boundaries of the City of Mandeville; and

WHEREAS, the proposed annexation will serve the best interests of the City of Mandeville and of its citizens by providing enhanced development of a commercial area of the City, promoting additional tax revenues for the City and employment opportunity for area citizens; and

WHEREAS, the City of Mandeville desires to include in its corporate limits all properties along major corridors and gateways which, because of their visibility, define the character of Mandeville to both residents and visitors alike; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the municipal limits of the City of Mandeville be and they are hereby enlarged to include the below described immovable property which is hereby annexed into the City of Mandeville:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, 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 the Parish of St. Tammany, State of Louisiana, better described as follows, to-wit:

Being the South Half of Lot Number 76, of Forest Park Estates, St. Tammany Parish,

Louisiana. Said lot fronts 100 feet in width on Elmwood Place, by a depth of 180 feet between equal and parallel lines. All in accordance with plat on file in the St. Tammany Parish Clerk of Court's Office as Map File Number 144-A, signed April 9, 1959, and August 2, 1960. Further in accordance with a survey by Albert A. Lovell & Associates, Surveyor dated September 12, 1978, Job No. 81083. Further in accordance with a survey by John E. Bonneau & Associates, Inc., dated June 21, 1996, Survey No. 96691, a copy of which is attached to that certain act before W. William Mysing, Notary Public, dated July 31, 1996, and registered in the records of the Parish of St. Tammany as Conveyance Instrument No. 1009612, except that the said survey shows that the South Half of lot Number 76 of Forest Park Estates fronts 99.92 feet in width on Elmwood Place, by a depth of 179.80 feet (actual), 180 feet (plat), on the side line dividing the said parcel from the North Half of Lot 76, and 179.46 (actual), 180 (plat), on the opposite side line, and 99.15 feet in the rear.

In accordance with a survey by Kelly J. McHugh & Associates, Inc., dated June 8, 1999, a copy of which is attached hereto, the said South Half of Lot Number 76 of Forest Pakr Estates fronts 100 feet ion width on Elmwood Place, same width in the rear, by a depth of 179.80 feet (actual), 180 feet (title), on the side line dividing the said parcel from the North Half of Lot 76, and 179.73 (actual), 180 feet (title), on the opposite side line.

Being the same property acquired by Christine Babylon Derbes, wife of/and David S. Derbes, Sr. from Dorothy Manasco Elliott, wife of/and Gordon E. Elliot, by act before W. William Mysing, Notary Public, dated July 31, 1996, and registered in the records of the Parish of St. Tammany as Conveyance Instrument No. 1009612

BE IT FURTHER ORDAINED, that upon annexation into the municipal limits of the City of Mandeville the above described property be designated for purposes of zoning as a B-2, Highway Business District, as defined and regulated by the provisions of The Comprehensive Land Use Regulations Ordinance of the City of Mandeville, and that the Official Zoning Map of the City of Mandeville be amended to reflect this annexation and zoning.

BE IT FURTHER ORDAINED, that this property will be located in Council District two (2); and

BE IT FURTHER ORDAINED, that following the annexation of the above-described immovable property into the corporate limits of the City of Mandeville that the boundaries of the City of Mandeville shall thereafter be as set forth and described on the process verbal attached hereto and made a part hereof

BE IT FURTHER ORDAINED, that this site is located in the Priority One Area, "Infill" for annexation and that all generated Sales Tax Revenues shall be 100% to the City of Mandeville in accordance with Ordinance No. 90-10 and that certain Sales Tax Enhancement Plan entered into by and between the City of Mandeville and the Parish of St. Tammany on September 20, 1990, or as modified by written agreement between the Parish of St. Tammany and the City of Mandeville by subsequent Annexation Growth Plan(s); and

BE IT FURTHER ORDAINED, that all sections and provisions of this ordinance be

deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

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

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2023 at ____ o'clock __m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ___ day of _____, 2023.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ___ of _____, 2023 at ___ o'clock __ m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the _____ day of _____, 2020 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ___ day of _____, 2023.

CLERK OF COUNCIL