

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

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

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 (40-hour employee)

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

$\$500 / 2184 = \0.23 (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

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

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 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.

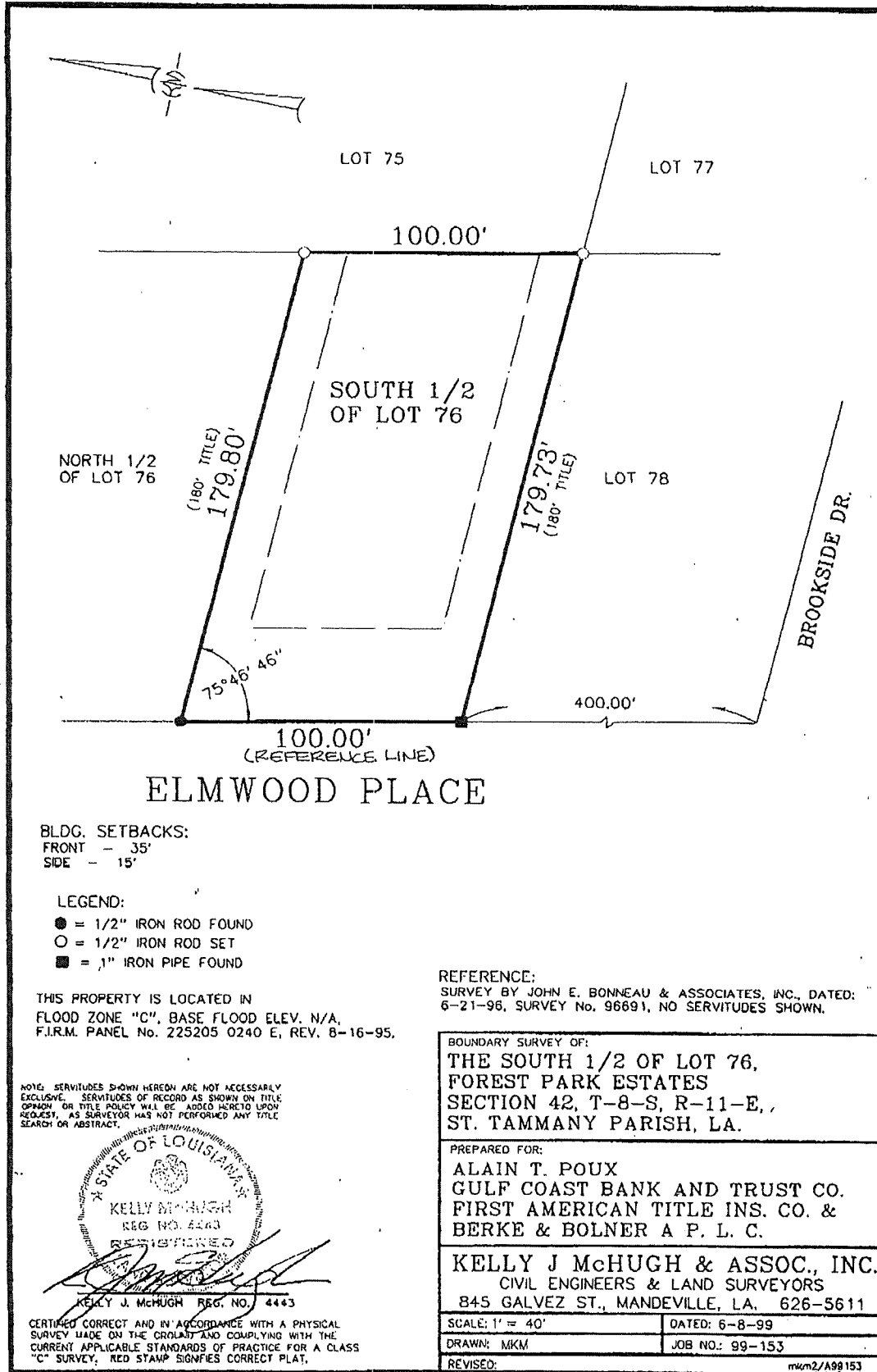
CLERK OF COUNCIL

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



NORTH 1/2 OF LOT 76

LOT 75

LOT 77

100.00'

SOUTH 1/2 OF LOT 76

(180° TITLE)
179.80'

LOT 78

179.73'
(180° TITLE)

BROOKSIDE DR.

75°45'46"

400.00'

100.00'
(REFERENCE LINE)

ELMWOOD PLACE

BLDG. SETBACKS:
FRONT - 35'
SIDE - 15'

LEGEND:

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

THIS PROPERTY IS LOCATED IN
FLOOD ZONE "C", BASE FLOOD ELEV. N/A,
F.I.R.M. PANEL No. 225205 0240 E, REV. 8-16-95.

NOTE: SERVITUDES SHOWN HEREON ARE NOT NECESSARILY EXCLUSIVE. SERVITUDES OF RECORD AS SHOWN ON TITLE OPINION OR TITLE POLICY WILL BE ADDED HEREON UPON REQUEST, AS SURVEYOR HAS NOT PERFORMED ANY TITLE SEARCH OR ABSTRACT.



KELLY J. MCHUGH REG. NO. 4443

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

REFERENCE:

SURVEY BY JOHN E. BONNEAU & ASSOCIATES, INC., DATED: 6-21-96, SURVEY No. 96691, NO SERVITUDES SHOWN.

BOUNDARY SURVEY OF:
THE SOUTH 1/2 OF LOT 76,
FOREST PARK ESTATES
SECTION 42, T-8-S, R-11-E,
ST. TAMMANY PARISH, LA.

PREPARED FOR:

ALAIN T. POUX
GULF COAST BANK AND TRUST CO.
FIRST AMERICAN TITLE INS. CO. &
BERKE & BOLNER A P. L. C.

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

SCALE: 1" = 40'

DATED: 6-8-99

DRAWN: MKM

JOB NO.: 99-153

REVISED:

mkm2/A99153

Mandeville LA Occupational Chain Store License Renewal
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



Liquor License Application

- Liquor license to be issued to: DEWSPA V, LLC
- Legal name(s): Individual, Partners, or Corporation DEWSPA V, LLC dba Woodhouse Spa
- Apply for: Class "A" Class "B" / High Content Low Content / Restaurant
- Business location address: 3140 East Causeway Appr Mandeville LA 70448
 Telephone (885) 290-7873
- Mailing address: 509 Logan Island Ct Slidell LA 70458
- Contact Person Erin Warner Phone Number (985) 290-7873
- E-Mail Address: ejeanie22@hotmail.com Fax Number () Web Address Woodhousespas.com
- Type of organization: Individual (Complete line A only) Partnership Corporation Non-Profit LLP LLC Other

8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

Name	Title	SSN	% Owned
A. <u>Erin Warner</u>	<u>owner</u>	[REDACTED]	<u>40</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
B. <u>Deneb Warner</u>	<u>owner</u>	[REDACTED]	<u>40</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
C. <u>Gieselle McBee</u>	<u>owner</u>	[REDACTED]	<u>20</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

Trade name _____ Owner's name _____ Address _____ License # _____

- Does applicant hold State or City of Mandeville liquor license for current year at any other location? yes-state If yes: Name Woodhouse spa Location: Slidell, Baton Rouge, New Orleans, Metairie
- Has applicant applied for state liquor license? yes
- Has the applicant ever been denied a state or local liquor license? No
- Is premise located in an area where the sale of liquor is prohibited by local or state laws? No
- Is applicant the owner of the premises to be occupied? yes
 If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
- If premises leased, give name and address of lesser. N/A
- Describe the part of the building to be occupied by business: Full space - stand alone
- Open date for this location march 5, 2023
- Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Day spa - massages, facials, waxing, Nails, body treatments

An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department. Visit <http://www.stpsa.com/how-do-i/sales-tax/> for forms and to register online.

I affirm that the information given on this application is true and correct.
 Signature of Applicant Erin Warner Title: owner
 Signature of Preparer Erin Warner Date 2-13-23

Mandeville, LA Occupational License License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

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 owing 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 Woodhouse Spa
2. What is your name? Denah Warner
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
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? yes
 If so, list the following:

Trade Name	Address	Kind of Business	License #	% Owned
<u>Woodhouse Day Spa</u>	<u>4500 West Location - S. Ickall Ct</u>	<u>Spa</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

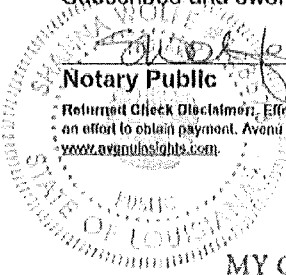
14. Have you ever used any other name than the one given herein? yes

Name	Placed Used	Date
<u>Denah Aline Harris Maiden Name - S. Ickall Ct</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>Denah Harris Sellers - prev. married name - S. Ickall Ct</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ 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 AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 22nd day of February, 20 23.



[Signature]
 Notary Public

[Signature]
 Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenulights.com

SHANNA WOLFE #128573
 NOTARY PUBLIC
 STATE OF LOUISIANA
 MY COMMISSION IS ISSUED FOR LIFE

Mandeville, LA Occupational License License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

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 DEW SPA IV LLC
 2. What is your name? Gieselle McBee
 3. Residence address? [REDACTED]
 4. Date of Birth [REDACTED] Place of Birth [REDACTED] State [REDACTED] Zip [REDACTED]
 5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
 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? yes
 If so, list the following: 5004 W. Esplanade Ave. Suite B AG-E, 26.
DEW SPA IV LLC Metairie, LA 70006 Spa 000000006-BW 20%
- | Trade Name | Address | Kind of Business | License # | %Owned |
|----------------|--|------------------|--------------|--------|
| DEW SPA IV LLC | 5004 W. Esplanade Ave. Suite B
Metairie, LA 70006 | Spa | 000000006-BW | 20% |

Name _____ Placed Used _____ Date _____

AFFIDAVIT

I swear (or affirm), that I have read each of the questions in this Schedule AA@ 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 AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 8 day of January, 2023.

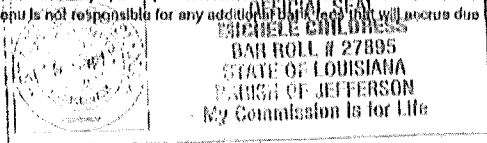
Michelle Audin

Gieselle McBee

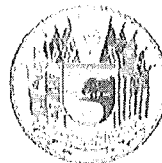
Notary Public

Signature of Applicant

Returned Check Disclaimer: (Effective July 1, 2010), each returned item received by Avenu due to insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenuinsight.com.



Mandeville, LA Occupational License Application
 Schedule A
 9618 Jefferson Highway, Suite D #334
 Baton Rouge, LA 70809
 Phone 800-556-7274



**Schedule "A" To Accompany Liquor License Application
 Must be Notarized**

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 Woodhouse Spa
2. What is your name? Erin Warner
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State LA
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? Yes
 If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
<u>Woodhouse Spa</u>	<u>Slidell, Baton Rouge</u>	<u>day spa</u>		
	<u>New Orleans, Metairie</u>	<u>Franchise</u>		<u>50</u>

14. Have you ever used any other name than the one given herein? yes

Name	Placed Used	Date
<u>Erin Merwin, Erin Walcott</u>	<u>maiden, marriage - Louisiana</u>	<u>2-13-23</u>

AFFIDAVIT

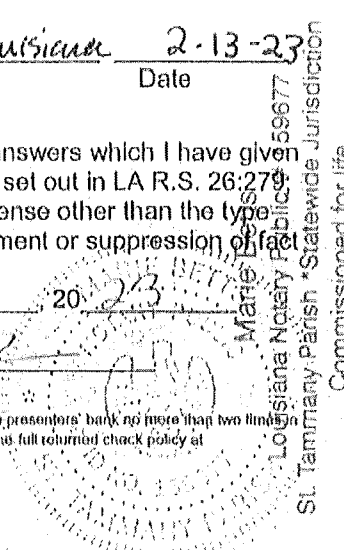
I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279 and I further swear (or affirm) that I have no interest in 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 AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 15th day of February, 2023

[Signature]
 Notary Public

[Signature]
 Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenubusiness.com.





Campaign No. 21086
 Today's Date 9 Jan 2023
 P.O. Number permit to handle beverages
 Sales Rep Jacquelyne Fullerton

bill-to

Erin Warner,
 3140 East Causeway Approach
 MANDEVILLE, LA 70448
 Account No: 134303

advertiser

Erin Warner,
 3140 East Causeway Approach
 MANDEVILLE, LA 70448
 Account No: 134303

campaign summary

Description permit to handle beverages
 Start Date 1/18/2023
 End Date 1/18/2023
 AFFIDAVIT

cost summary

Campaign Amount \$116.88
 Estimated Tax \$0.00
 Pre-payment Amount \$#PREPAY_AMOUNT#
 Total \$116.88

Pre-Payment Details

Pre-Payment Amount Pre-Payment Date Pre-Payment Card No.
 No Pre-Payments on this order

advertisement

Line No.	Product	Description	Issue / Run Date	Size	Amount
61229	#CAMPAIGN_DESC#	STF Legal Open	1/18/2023	37	116.88

PUBLIC NOTICE

DEW SPA V, LLC
 d/b/a Woodhouse
 Spa in applying to
 the Office of Alco-
 hol & Tobacco Con-
 trol of the State of
 Louisiana for a per-
 mit to handle bever-

Line No.	Product	Description	Issue / Run Date	Size	Amount
		<p>ages of low content at retail in the parish of St Tammany at the following ad- dress: 3140 East Cause- way Approach Man- deville, LA 70448 DEW SPA V, LLC Woodhouse Spa Members: Deneb Warner, Erin Warner, Gieselle McBee 21086-JAN18-1T</p>			

COPY OF ADVERTISEMENT

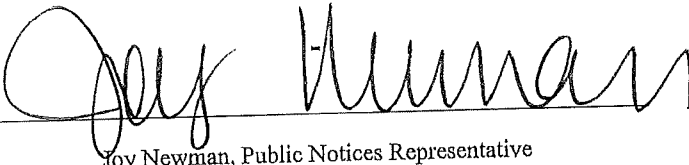
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

The hereto attached notice was published in ST. TAMMANY FARMER, a weekly newspaper of general circulation within the Parish of St. Tammany, in the following issues:

1/18/2023



Joy Newman, Public Notices Representative

Sworn and subscribed before me, by the person whose signature appears above

18 Jan 2023



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 21086

Erin Warner, Owner
3140 East Causeway Approach
Mandeville, LA 70448

PUBLIC NOTICE

DEW SPA V, LLC
d/b/a Woodhouse
Spa in applying to
the Office of Alco-
hol & Tobacco Con-
trol of the State of
Louisiana for a per-
mit to handle bever-
ages of low content
at retail in the parish
of St Tammany at
the following ad-
dress:

3140 East Cause-
way Approach Man-
deville, LA 70448

DEW SPA V, LLC
Woodhouse Spa

Members: Deneb
Warner, Erin
Warner, Gieselle
McBee

21086-JAN18-1T



INTEROFFICE MEMO

TO: Kristine Scherer
Kathleen Sides

FROM: Alia Casborné

DATE: February 27, 2023

SUBJECT: Special Events Application Recommendations

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

El Paso – Cinco de Mayo Celebration

Applicant: Ruben Chavez

Date/Time: Friday, May 5, 2023 – 11:00 a.m – 11:30 p.m.

Rain Date: None

Location: 3410 Hwy 190

Approval Requests:

- Parking lot access
- City Permit requested to apply for ATC Special Events Liquor Permit
- Police Detail (Cost to applicant dependent on event hours approved by the Council)
- Requested outdoor music extension until 11:30 p.m.
- Mayor recommends stopping music at 10:00 p.m.

Contingencies:

- ATC special event liquor permit approval
- Police Detail approved by MPD

La Carreta of Mandeville - Cinco de Mayo Celebration

Applicant: Brent Willis

Date/Time: Friday, May 5, 2023 – 11:00 a.m. - 11:00 p.m.

Rain Date: None

Location: 1200 West Causeway Approach

Approval Requests:

- Parking lot access
- City Permit requested to apply for ATC Special Events Liquor Permit

- Police Detail (Cost dependent on event hours approved by the Council)
- Requested outdoor music extension until 11:00 p.m.
- Mayor recommends stopping music at 10:00 p.m.

Contingencies:

- ATC special event liquor permit approval
- Police Detail approved by MPD

Old Mandeville Business Association – Girod Street Stroll

Applicant: Sarah Eddy 22

Date/Time: Saturday, April 8, 2023 – 5:00 p.m. – 9:00 p.m.

Rain Date: Saturday, ~~April 15, 2023~~ May 13, 2023

Location: Girod Street (See attached map)

Approval Requests:

- Street closure
- City Permit requested to apply for ATC Special Events Liquor Permit
- Police Detail (Cost to applicant dependent on pre-event requirements)
- Public Works (Cost to applicant TBD)

Contingencies:

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

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 EL PASO MANDEVILLE LLC
Name of Authorized Representative Ruben Alvarez Non-Profit/Tax-Exempt # _____
Mailing Address 3410 Hwy 190
City Mandeville State LA Zip 70471
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? YES NO

Name of Event: CINCO DE MAYO
Date(s) of Event: Day 5 Date 05/05/2023 Time 11:30 AM to 11:30 PM Rain Dates(s) _____
Event Location: 3410 HWY 190, MANDEVILLE, LA 70471
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event _____ Estimated Attendance 150

EVENT DETAILS - Check all that apply:

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

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

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="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be security staff?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
14	Are you planning to have amplified sound?	<input type="checkbox"/> Yes	<input checked="" 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: Ruben Chavez

Printed Name: Ruben Chavez

Organization Represented: EL PASO MANDEVILLE LLC

Office Held _____ Date _____

Please email completed application to acasborne@cityofmandeville.com.

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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 2/22/23

Certificate of Insurance? YES NO Private Property

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

Recommendation of Special Events Committee:

Stop music @ 10p.m.
Kae will follow up for detail requirements

Approved:

Clay Madden
Mayor Clay Madden

2-27-23
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: 11:00 AM to 11:30 PM
2. Location of event: 3410 VS. HWY 190, 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? _____
8. Name and contact number of Event official?

9. Will alcoholic beverages be present? YES NO

10. Expected number of people at event? 150

Please return completed form to Asst Chief Ron Ruple.

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

SPECIAL EVENTS (3-DAY)
LIQUOR LICENSE APPLICATION

1. Liquor license to be issued to: EL PASO MANDEVILLE LLC (El Paso Mexican Grill)
2. Legal name(s): Individual, Partners, or Corporation EL PASO MANDEVILLE LLC
3. Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ / Restaurant X
4. Business location address 3410 HWY 190, MANDEVILLE, LA 70471
Telephone: _____
5. Mailing address: _____
6. Contact Person: _____
Phone Number (____) _____ E-Mail Address: _____
Fax Number (____) _____ Web Address: _____
7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only)
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A.	<u>Rogelio Chavez</u>	<u>Member</u>		
	<small>Name</small>	<small>Title</small>	<small>SSN</small>	<small>% Owned</small>
	<u>410</u>			
	<small>Resident Address</small>	<small>City State Zip</small>	<small>Home Phone Number</small>	
B.	<u>Ruben Chavez</u>	<u>Member</u>		
	<small>Name</small>	<small>Title</small>	<small>SSN</small>	<small>% Owned</small>
	<u>410</u>			
	<small>Resident Address</small>	<small>City State Zip</small>	<small>Home Phone Number</small>	
C.	<u>Jose Osegurca</u>	<u>Member</u>		
	<small>Name</small>	<small>Title</small>	<small>SSN</small>	<small>% Owned</small>
	<u>65</u>			
	<small>Resident Address</small>	<small>City State Zip</small>	<small>Home Phone Number</small>	
9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO. If yes, list. _____
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO. If yes: Name EL PASO MANDEVILLE LLC location: 3410 HWY 190, MANDEVILLE, LA 70471
11. Has applicant applied for state liquor license? NO
12. Has the applicant ever been denied a state or local liquor license? NO
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
13. Is applicant the owner of the premises to be occupied? NO If no, does applicant hold a bona fide written lease? YES (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. Tangi East LLC
15. Describe the part of the building to be occupied by business: _____
16. Open date for this location: _____
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Full Services Restaurant

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

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

Signature of Applicant Ruben Chavez Title: owner/member
Signature of Preparer Ruben Chavez Date: 02/09/23

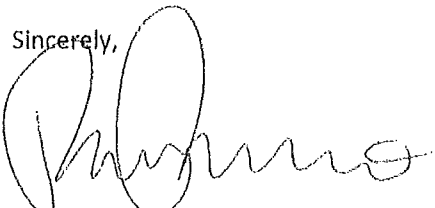
TANGI EAST, LLC NO.1
70325 HWY 1077 SUITE 300
COVINGTON, LA 70433

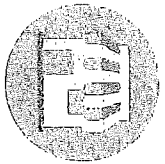
February 22, 2023

Re: El Paso Mexican Restaurant
3410 US Hwy 190
Mandeville, LA 70471

To Whom It May Concern,

Tangí East, LLC No.1 authorizes El Paso Mexican Restaurant to use the parking lot for their Cinco de Mayo event. If there are any questions, I can be reached at

Sincerely,

Robert Bruno



CITY OF MANDEVILLE

Mandeville Trailhead Market

FOLLOW

3101 E CAUSEWAY APPROACH

MANDEVILLE, LA 70448

+1 985-626-3144

<https://www.cityofmandeville.com/>

Item 1 \$25.00

Subtotal \$25.00

Bank Fee 2.50% \$0.63

Order total \$25.63


Total \$ 25 63
paid

February 22, 2023 1:01 pm

Payment ID: PSKBPTR4WWBA2

Order ID: NFR4KR8CVK1Z2

Payment

 VISA 6024 \$25.63
Order amount \$25.63

[Show Details](#)

PAYMENT ID: P5KBPTR4WWBA2

View the Privacy Policies for

[Clover](#)

Mandeville Trailhead Market



City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



Telephone: (985) 624-3127 or 624-3147
Fax: (985) 624-3128

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Old Mandeville Business Association
Name of Authorized Representative Sarah Eddy Non-Profit/Tax-Exempt # 03-0396441
Mailing Address 522 Girod St
City Mandeville State LA Zip 70448
Applicant Phone # _____ Alt. Phone # _____
E-Mail me um Application Fee Paid? _____ YES _____ NO

Name of Event: Girod street stroll
Date(s) of Event: Day Saturday Date 4/22/23 Time 5-9 pm Rain Dates(s) ~~April 15~~
May 13
Event Location: _____

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

Description/Purpose of Event _____ Estimated Attendance _____

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input checked="" type="radio"/> Yes	<input 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 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 type="radio"/> Yes	<input checked="" 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 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



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? <u>Mandeville Police Dept.</u>	<input checked="" type="radio"/> Yes	<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 <u>power</u> 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 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 Sarah N Eddy - Event Coordinator for OMBA
Printed Name Sarah N Eddy
Organization Old Mandeville Business Association
Title of Office Event Coordinator Date 2/3/2023

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

07/15/23

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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 07/15/23

Certificate of Insurance? YES NO (update required)

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	<u>10</u>	<u>AC</u>
Public Works	_____	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

4 police officers @ 50/hour
Public works in discussion regarding trash
disposal.

Approved:

[Signature]
Mayor Clay Madden

2-27-23
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

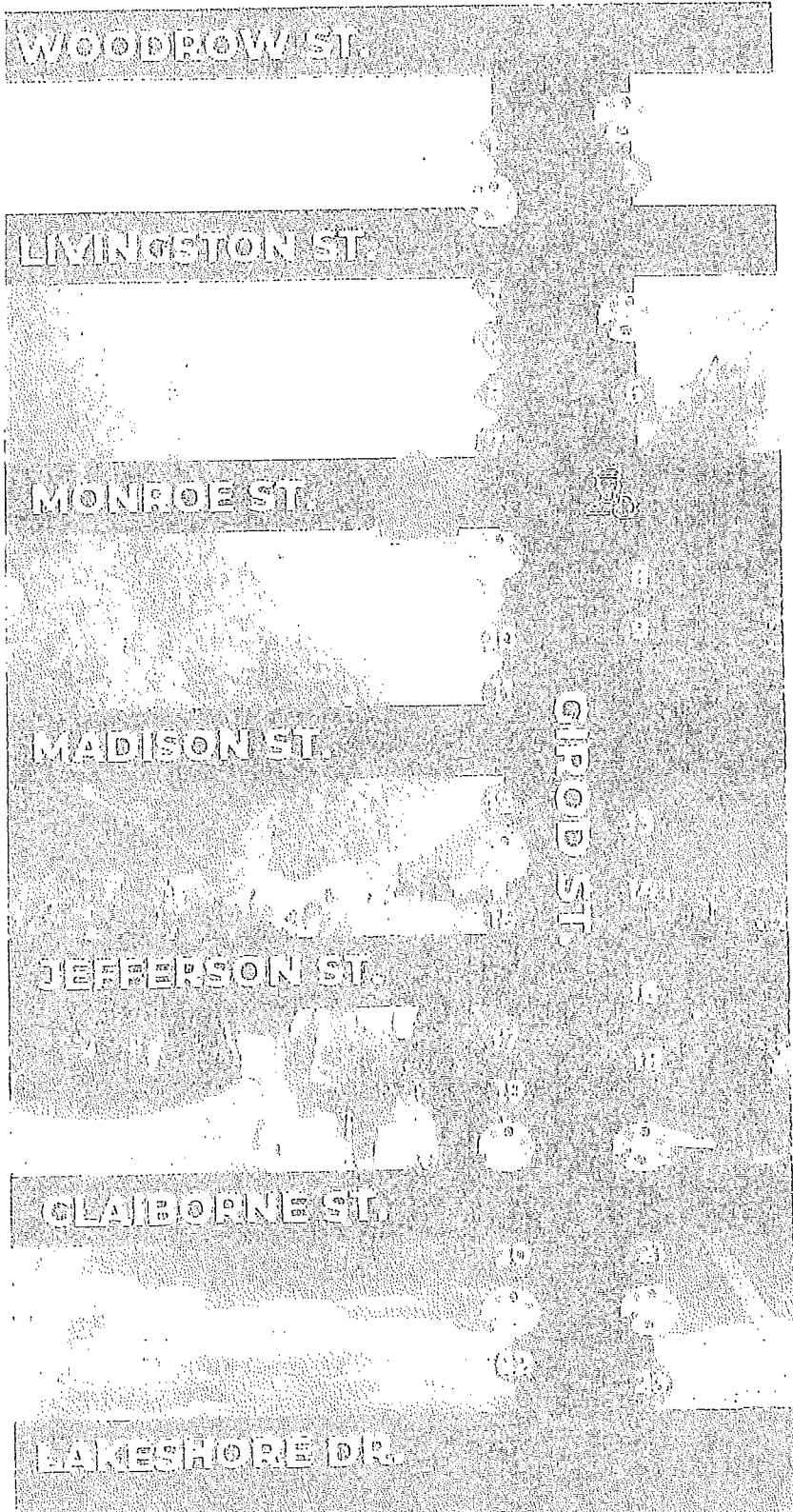
Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



SATURDAY, OCT. 16, 5-9PM
OLD MANDEVILLE

Girod Street Stroll



Artist - Objects In Clay, Ceramics by Joana

1. Papillon's by Gio

2. Das Schulerhaus

Artist- Grizzly Bear Leatherworks

3. Hambone

Artist - Montique Perry Art

4. Wild Osprey

5. Blue Heron Bed and Breakfast

Bayou Photo Booths

6. BBQ Shrimp Guy

7. The Rusty Pelican

Artist - Studio Castile

8. Mandeville Animal Hospital

9. Sticks BBQ

10. Abby Photo

11. Mandeville Artists Guild

12. Viosca Contract Services

Artist - Viosca Visions

13. Regnelli's Pizzeria

14. Flamjeaux Coffee Co.

15. Cameo Boutique

Live Music - Ozone Songwriters Festival

16. Resource Bank, Presenting Sponsor

17. Essential Chiropractic

18. The Book & The Bean

19. The Aesthetic Haus

Artist - Valerie Carpenter Fine Art

Artist - Old Sinker Cypress Shop

20. VIP Health

21. Tallulah's Vintage Market

Artist - Born Again Designs by Bridgette Jones

Artist - Brackish Surf

22. The Beach House

23. McClain's Pizzeria

Strolling Brass Band - 10th Street Brass



Registration/Cup Pickup

Closes at 6:30PM



Live Painting

Artist Andrew Wilkie

Presented by LOPA

Raffle Tickets \$10 by Registration

Food

Beverage

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

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

1. Liquor license to be issued to: Old Mandeville Business Association
2. Legal name(s): Individual, Partners, or Corporation _____
3. Apply for: Class "A" Class "B" _____ / High Content _____ Low Content _____ / Restaurant _____
4. Business location address 522 Girod St
 Telephone (____) _____
5. Mailing address 522 Girod St
6. Contact Person _____
 Phone Num _____ E-Mail Address: mandeville@oldmandeville.com
 Fax Number (____) _____ Web Address _____

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

A	Name	Title	SSN	% Owned
	<i>[Handwritten signature]</i>			
	Resident Address	City State Zip	Home Phone Number	
B	Name	Title	SSN	% Owned
	<i>[Handwritten signature]</i>			
	Resident Address	City State Zip	Home Phone Number	
C	Name	Title	SSN	% Owned
	<i>[Handwritten signature]</i>			
	Resident Address	City State Zip	Home Phone Number	

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

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
NO If yes: Name _____ Location: _____

11. Has applicant applied for state liquor license? NO
12. Has the applicant ever been denied a state or local liquor license? NO

12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
13. Is applicant the owner of the premises to be occupied? YES If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)

14. If premises leased, give name and address of lesser. _____

15. Describe the part of the building to be occupied by business: Outside lots of businesses

16. Open date for this location April 1, 2023

17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Girod Street Strid is a non profit event with food & drinks

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

I affirm that the information given on this application is true and correct.
 Signature of Applicant Smah Eddy Title: Event Coordinator
 Signature of Preparer _____ Date _____



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: 5pm - 9pm
2. Location of event: Girod 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? 4
8. Name and contact number of Event official?
Sarah Eddy - Event Coordinator
584-452-2780
9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? 1400

Please return completed form to Asst Chief Ron Ruple.

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 La Carreta of Mandeville
Name of Authorized Representative Robert Willis Non-Profit/Tax-Exempt # _____
Mailing Address 1200 W. Causeway Approach
City Mandeville State LA Zip 70471
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? YES NO

Name of Event: Cinco de Mayo
Date(s) of Event: Day 1 day Date 5 / 5 2008 Time 11am - 11pm Rain Dates(s) _____
Event Location: 1200 W. Causeway Approach Mandeville, LA 70471
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Celebration of May 5th Estimated Attendance 1,000 ppl

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 type="radio"/> Yes	<input checked="" type="radio"/> No
11	Will there be bleachers, stages, fencing or other structures?	<input checked="" type="radio"/> Yes	<input 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 checked="" type="radio"/> Yes	<input type="radio"/> No
13	Will there be security staff?	<input checked="" type="radio"/> Yes	<input 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 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 Brent Willis

Organization La Carreta of Mandeville

Title of Office General Manager

Date 2/24/2023

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

LA (CITY)

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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 2/24/23

Certificate of Insurance? YES NO (Private Property)

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>400⁰⁰</u>	<u>AC</u>
Fire District #4	<u>0</u>	<u>AC</u>
Public Works	<u>0</u>	<u>AC</u>
TOTAL COSTS	<u>400⁰⁰</u>	

Recommendation of Special Events Committee:

End time 10p.m.

2 offers \$140 for 5 hours.

NO signage on right of way without Public Works

Approval.

Approved:

K. Clay Madden

Mayor Clay Madden

2-27-23

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: 11am - 11pm
2. Location of event: La Carreta 1200 W. Causeway Approach 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
8. Name and contact number of Event official?

-
9. Will alcoholic beverages be present? YES NO
 10. Expected number of people at event? 1,000

Please return completed form to Asst Chief Ron Ruple.

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

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

1. Liquor license to be issued to: La Carreta of Mandeville
2. Legal name(s): Individual, Partners, or Corporation _____
3. Apply for: Class "A" _____ Class "B" _____ / High Content _____ Low Content _____ / Restaurant _____
4. Business location address 1200 W. Causeway Approach Mandeville, LA 70471
 Telephone (985) 624-2990
5. Mailing address See vlp.
6. Contact Person _____
 Phone Number _____ E-Mail Address: _____
 Fax Number () _____ Web Address _____
7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If Individual complete line A only)
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A.	Name <u>Saul Rubio</u>	Title <u>Owner</u>	SSN _____	% Owned <u>95%</u>
	Resident Address _____	City State Zip _____	Home Phone Number _____	
B.	Name _____	Title _____	SSN _____	% Owned <u>5%</u>
	Resident Address _____	City State Zip <u>35</u>	Home Phone Number _____	
C.	Name _____	Title _____	SSN _____	% Owned _____
	Resident Address _____	City State Zip _____	Home Phone Number _____	
9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? _____ If yes, list _____
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
 _____ If yes: Name _____ Location: _____
11. Has applicant applied for state liquor license? _____
12. Has the applicant ever been denied a state or local liquor license? _____
13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? _____
14. Is applicant the owner of the premises to be occupied? _____ If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
15. If premises leased, give name and address of lesser: _____
16. Describe the part of the building to be occupied by business: _____
17. Open date for this location _____
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform: _____

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

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

Signature of Applicant [Signature] Title: General Manager
 Signature of Preparer _____ Date _____



RICHARDS COLLECTION
REALTY

January 5, 2023

Louisiana Department of Public Safety and Corrections
Office of Alcoholic Beverage Control
P.O. Box 66404
Baton Rouge, LA 70896

RE: Cinco de Mayo celebration at La Caretta of Mandeville; Friday May 5th 2023.

To Whom It May Concern:

I have spoken with the owner of La Caretta of Mandeville, Inc. in regard to their annual Cinco De Mayo celebration to be held May 5th, 2023 in the parking lot at 1200 W. Causeway Approach, Mandeville, LA. As the agent for 1200 Place LLC, the owner of the shopping center is allowing the restaurant to host their celebration to include the use of the parking lot and to sell alcohol.

If you should need any further information or assistance, please contact me at 504-885-0202.

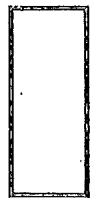
Sincerely,

Tara Ledoux
Property Management
Richards Collections Realty, LLC
As Agents for 1200 Place LLC

cc: Brent Willis – La Caretta Restaurant

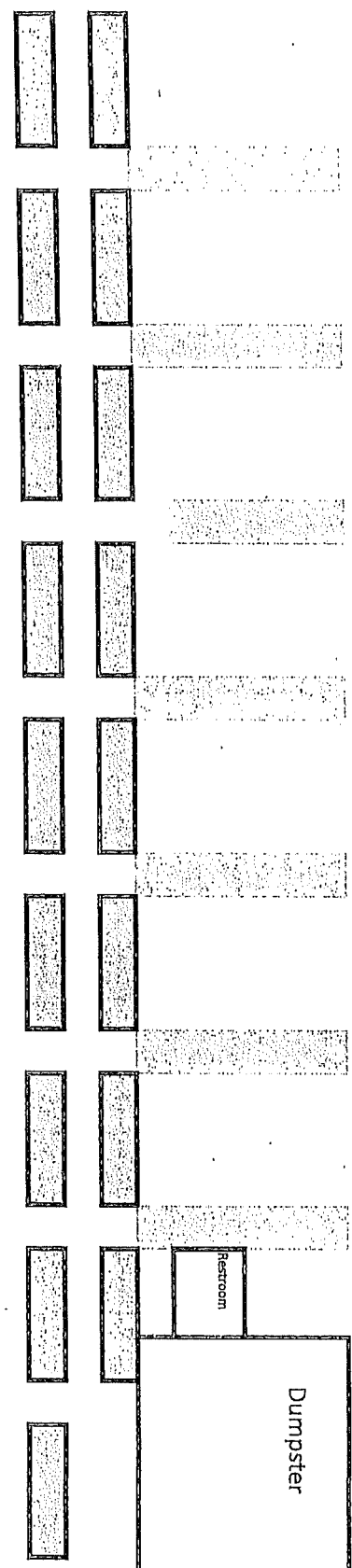


Parking Lot

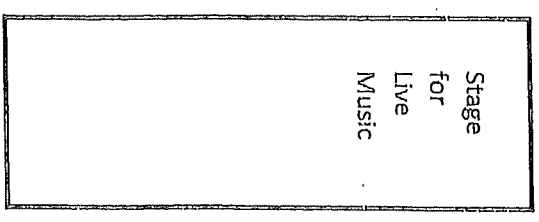


Entrance

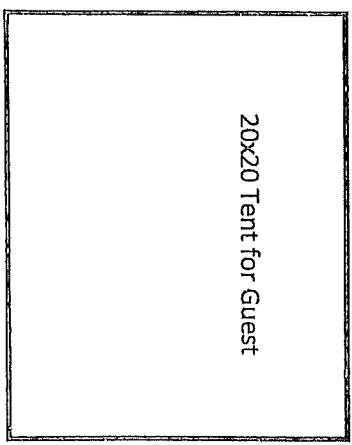
Exit



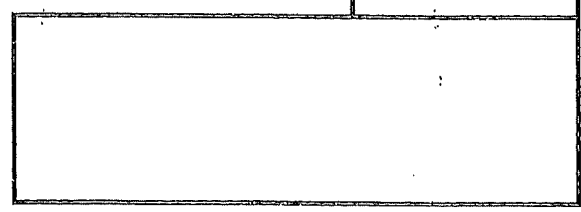
Closed Parking Lot for Cinco de Mayo Event



Stage
for
Live
Music

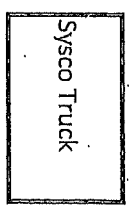


20x20 Tent for Guest

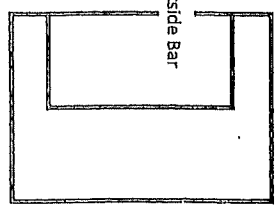


Dumpster

Restroom



Sysco Truck



Outside Bar

New

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 RECOMMENDING THE MAYOR OF THE CITY OF MANDEVILLE TO CONTRACT WITH AN INDEPENDENT FINANCIAL ANALYST FOR THE PURPOSE OF PROVIDING A FINANCIAL FORECAST FOR THE CITY OF MANDEVILLE 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. In doing so, must analyze and prioritize the community needs, possible alternatives, and all available resources for all major capital city projects, and

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 enter into an agreement with a qualified, independent financial analyst that will assist the city with a minimum of a 5-year financial forecast of all revenue and expenses, and

WHEREAS, the qualified, independent financial analyst would be selected by the Mayor, after consultation with the LLA and / or our current auditor, for guidance and advice on who should be considered and selected, and

WHEREAS, the forecast would include all projected revenue, surplus, expenses, including all unfunded liabilities for a minimum of 5 years, 10-15 year forecast if possible, and

WHEREAS, the forecast is to be completed no later than June 30, 2023 so it can be used during the FY 23-24 Budget Cycle.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby recommends the mayor to contract with an independent financial analyst for the purpose of providing financial forecasting for the City of Mandeville.

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 March 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

04D

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

RESOLUTION NO. 23-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND NORTHSORE MANDEVILLE KIWANIS; AND PROVIDING
FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

WHEREAS, Kiwanis is a not-for-profit corporation under the laws of Louisiana, that provides volunteer services within the Northshore community in St. Tammany Parish; and

WHEREAS, Kiwanis also accepts funds and/or services from other sources and uses those funds and/or services to provide education and enjoyment, to enhance the quality of life of the residents of the City of Mandeville; and

WHEREAS, the City desires to cooperate with Kiwanis in the implementation of various agreements in the operation of various events through use of City owned and operated multipurpose space, including but not limited to the Trailhead, Lakefront, or other facilities, which are hereinafter provided; and

WHEREAS, the City is the owner and operator of the Mandeville Trailhead Depot located at 675 Lafitte Street, Mandeville, LA 70448, at which location there is a periodic concession stand; and

WHEREAS, the City desires to provide a portion of its sales generated from the concession stand to Kiwanis in exchange for Kiwanis’ volunteer efforts associated with the periodic operation of the concession stand; and

WHEREAS, the City has a reasonable expectation of receiving benefit or value described in detail that is at least equivalent to or greater than the consideration described in the Agreement; and

WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation; and

WHEREAS, it will best serve the needs of both Kiwanis and the City if the parties were to act cooperatively to accomplish the mutual goal of providing cultural arts programs and services to the City's constituents; and

WHEREAS, the City and Kiwanis have agreed to a cooperative endeavor agreement for the periodic operation of City concession stands; 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 the attached Cooperative Endeavor Agreement between the City and Northshore Mandeville Kiwanis.

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 March, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

NORTHSHORE MANDEVILLE KIWANIS

BE IT KNOWN AND REMEMBERED, that this Cooperative Endeavor Agreement (the “Agreement”) has been entered into and is effective as of this _____ day of _____, 2023 between the:

City of Mandeville, a Louisiana municipal corporation domiciled at 3101 East Causeway Approach, Mandeville, Louisiana 70448, hereinafter referred to as the “City” and represented herein by the Honorable Clay Madden, Mayor, duly authorized to act by virtue of Resolution of the City of Mandeville Council,

and

Northshore Mandeville Kiwanis, hereinafter referred to as “Kiwanis”, a Louisiana non-profit corporation registered in the State of Louisiana, herein represented by the President of the Kiwanis Club, domiciled at 196 St. Calais Place, Madisonville, Louisiana. 70447.

The above captioned parties hereinafter may be collectively referred to as “Parties” an individually as “Party”, who jointly enter into this Agreement with the intent and desire to better serve all the citizens, the communities of this Parish and the City of Mandeville to the fullest extent of the law;

WHO DECLARE AS FOLLOWS:

ARTICLE I

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

1.2 **WHEREAS**, the City has all powers not denied by any charter or general law or inconsistent with the Constitution, including but not limited to the authority to exercise general police power, as well as to pass ordinances to promote, protect, and preserve the general welfare, safety, health, peace, and good order of the City;

1.3 **WHEREAS**, the City has the authority to enter into this Agreement as evidenced by its governmental purpose of promoting the arts and culture throughout the Parish and the City of Mandeville through mutually beneficial agreements with Kiwanis;

1.4 **WHEREAS**, Kiwanis is a not-for-profit corporation under the laws of Louisiana, that provides volunteer services within the Northshore community in St. Tammany Parish;

1.5 **WHEREAS**, Kiwanis also accepts funds and/or services from other sources and uses those funds and/or services to provide education and enjoyment, to enhance the quality of life of the residents of the City of Mandeville;

1.6 **WHEREAS**, the City desires to cooperate with Kiwanis in the implementation of various agreements in the operation of various events through use of City owned and operated multipurpose space, including but not limited to the Trailhead, Lakefront, or other facilities, which are hereinafter provided;

1.7 **WHEREAS**, the public purpose of this endeavor is to improve the quality of life, increase and educational opportunities for children and families (the “Services”);

1.8 **WHEREAS**, the City has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.9 **WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation; and

NOW, THEREFORE, in consideration of the mutual covenants set out below, the parties agree and bind their respective offices as follows:

ARTICLE II

2.1 SCOPE OF SERVICES

Kiwanis will accept use of City-owned and operated property, funds, and/or services from the City and use the City-owned and operated property, funds, and/or services to provide programs and resources to children’s programs within the Mandeville area.

2.2 OBLIGATIONS OF THE CITY

The City agrees and obligates itself as follows:

1. To provide the necessary space subject to availability for the operation of concession stand during Mandeville Live events at the Trailhead ;
2. Pay five (5%) of concessions sales from every Mandeville Live event held at the Trailhead during the 2022 season;
3. To pay for all costs associated with operating the facility;
4. To pay for the utilities for the building;

5. To designate a city official as a liaison between Kiwanis and the City.

2.3 OBLIGATIONS OF KIWANIS

Kiwanis agrees and obligates itself as follows:

1. To setting up and planning concessions stand operations during all Mandeville Live events during the 2022 season ;
2. To manage the sales of drink concessions during all Mandeville Live events during the 2022 season;
3. To breakdown concessions stand immediately following each Mandeville Live event;
4. To provide staff for instruction set up, duration, and clean up after the event;
5. To work with City employees to lock and secure the building after each day that programs are held;
6. To provide secondary insurance for liability purposes; and
7. To work closely with the Cultural Development Director to ensure that the facility is available and prepared for all events.

ARTICLE III **TERMS OF THE AGREEMENT**

3.1 This Agreement may be renewed on an annual basis thereafter unless it is terminated in accordance with the termination provisions set forth herein. The duration of this contract may be modified by a duly executed, written amendment to this Contract.

ARTICLE IV **TERMINATION FOR CONVENIENCE**

4.1 Either party may terminate this Agreement at any time provided that the terminating party give fifteen (15) days written notice to the other party.

4.2 To the extent that funds are no longer available to pay or reimburse Kiwanis for the services to be rendered under the terms of this Agreement due to budgetary reductions or changes in funding priorities by the City, Kiwanis shall be relieved from any further obligation to perform any of such services to be rendered under the terms of this Agreement provided the City give thirty (30) days written notice.

ARTICLE V **CANCELLATION OF TERMS**

5.1 If this agreement is cancelled, both parties will work together to make the transition easy so that the public is not affected.

ARTICLE VI **OWNERSHIP OF MATERIALS**

6.1 All records, reports, documents, and other materials delivered or transmitted to City by Kiwanis, shall remain the property of the City subject to any and all intellectual property rights retained by Kiwanis. Similarly, all records, reports, documents, and other materials delivered or transmitted to Kiwanis by the City shall remain the property of Kiwanis subject to any, and all intellectual property rights retained by the City.

ARTICLE VII
ASSIGNMENT

7.1 Kiwanis shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the City.

ARTICLE VIII
FISCAL FUNDING

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

ARTICLE IX
DISCRIMINATION CLAUSE

9.1 Kiwanis agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, as amended, the Age Act of 1975, as amended, and Kiwanis agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

9.2 Kiwanis agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Kiwanis acknowledges and agrees that any act of unlawful discrimination committed by Kiwanis, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE X
INDEMNIFICATION; INSURANCE

10.1 Kiwanis shall indemnify and save harmless the City, its agents, insurers, assigns, successors, affiliates, and subsidiaries against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City growing out of, resulting from, or by reason of any act or omission of Kiwanis, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the

discharge or performance of the terms of this Agreement. Such indemnification shall include the City's fees and costs of litigation, including, but not limited to, reasonable attorney's fees.

10.2 Kiwanis shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

10.3 The City maintains insurance on its immovable property and any allegations as to defects in its property will be referred to the City's insurers.

ARTICLE XI
PARTIAL INVALIDITY; SEVERABILITY

11.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XII
CONTROLLING LAW

12.1 This is a Louisiana contract, and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction and venue of the 22nd Judicial District Courts located in the Parish of St. Tammany, in the State of Louisiana, in the event of any legal proceedings in connection with this Agreement. Both parties agree and hereby attest that they have thoroughly read and reviewed the entire agreement and are familiar with all of the terms and conditions. Both parties attest that they have the authority to sign on behalf of their agency.

ARTICLE XIII
NOTICES

13.1 All notices and other correspondence pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

As to the City of Mandeville:
Honorable Clay Madden
Mayor, City of Mandeville
3101 East Causeway Approach
Mandeville, Louisiana 70448

As to Northshore Mandeville Kiwanis Club
President, Northshore Mandeville Kiwanis Club
196 St. Calais Place
Madisonville, Louisiana 70447

ARTICLE XIV
LEGAL COMPLIANCE

14.1 The City shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

ARTICLE XV
RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

15.1 Kiwanis is engaged by the City for the purposes set forth in this Agreement. The relationship between Kiwanis and the City shall be, and only be, that of an independent contractor and Kiwanis shall not be construed to be an employee, agent, partner of, or in joint venture with, the City.

ARTICLE XVI
ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE

17.1 The City and Kiwanis expressly agree that Kiwanis is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the State and/or Agency shall not be liable to Kiwanis or to anyone employed by Kiwanis for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XVII
ACKNOWLEDGMENT OF EXCLUSION OF
UNEMPLOYMENT COMPENSATION COVERAGE

17.1 The City and Kiwanis expressly declare and acknowledge that Kiwanis is an independent contractor and, as such, is being engaged by the State and/or Agency under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

- (a) Kiwanis has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement;
- (b) The services to be rendered by Kiwanis are outside the normal course and scope of the City's usual business; and
- (c) Kiwanis is customarily engaged in an independently established non-profit corporation.

Consequently, neither Kiwanis nor anyone employed or contracted by Kiwanis shall be considered an employee of the City for the purpose of unemployment compensation coverage.

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XIX
ENTIRE AGREEMENT; MODIFICATION

19.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.

19.2 This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

CITY OF MANDEVILLE

Signature: _____ Date: _____
Clay Madden
Mayor of the City of Mandeville

Witness:
Signature: _____ Date: _____
Printed: _____

NORTSHORE MANDEVILLE KIWANIS

Signature: _____ Date: _____
Club President

Witness:
Signature: _____ Date: _____
Printed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
November 16, 2022

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

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

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com	FAX (A/C, No): 317-817-5151
	INSURER(S) AFFORDING COVERAGE	
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268 Kiwanis Club Northshore Mandeville Key Number K11785	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1261782574

REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			013136005	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims	\$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Setting up and planning concessions stand operations during Mandeville Live events during the 2022 season. Manage drink sales during all Mandeville Live events, breakdown stand immediately following the events, provide staff in accordance with cooperative Endeavor Agreement between the City of Mandeville and Northshore Mandeville Kiwanis.

CERTIFICATE HOLDER

CANCELLATION

Honorable Clay Madden, Mayor of the City of Mandeville 3101 East Causeway Approach Mandeville, Louisiana 70448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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

RESOLUTION NO. 23-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE
AND FAIRWAY CONSULTING + ENGINEERING FOR THE GOLDEN GLEN WATER
SYSTEM REPLACEMENT PROJECT AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Fairway Consulting + Engineering (“Consultant”), through which Consultant provides professional engineering services to the City for the Golden Glen Water System Replacement Project, which has been in effect since April 6, 2021; and

WHEREAS, the April 6, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 2 to the Agreement, which is also attached hereto; and

WHEREAS, the Amendment contemplates an extension of the original term of two years by one more additional year;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the April 6, 2021 Professional Services Agreement with Fairway Consulting + Engineering as set forth in Amendment No. 2 to the Professional Services Agreement to address the professional engineering needs of the Golden Glen Water System Replacement Project.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
FAIRWAY CONSULTING + ENGINEERING
GOLDEN GLEN WATER SYSTEM REPLACEMENT PROJECT
CITY OF MANDEVILLE PROJ. NO. 211.21.008

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Fairway Consulting + Engineering, represented by John A. Catalanotto, P.E., PMP, Agent/Officer (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on April 6, 2021 (the “**Agreement**”) to provide professional engineering design services for a project to replace aging water system infrastructure within the Golden Glen subdivision as specified by the Department of Public Works;

WHEREAS, the Agreement has a duration of two (2) years from the Effective Date of April 6, 2021; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Golden Glen Water System Replacement Project (the “**Project**”);

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

A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Golden Glen Water System Replacement Project**:

1. None.

B. **COMPENSATION**:

1. **Fees Added for Golden Glen Water System Replacement Project**. No fees are added to the Consultant’s compensation for the services in the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$285,594.01**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE:

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (04/06/2023) to a new date of 04/06/2024 due to delays to the Consultant as a result of the City seeking and applying for outside funding through the Water Sector Program.

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

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

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

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

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this ____ day of _____, 2022.

**FORM AND LEGALITY APPROVED:
Law Department**

By: _____

Printed Name: _____

FAIRWAY CONSULTING + ENGINEERING

BY: _____
JOHN A. CATALANOTTO, PRESIDENT

CORPORATE TAX I.D. _____

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

RESOLUTION NO. 23-08

**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 WAGGONER & BALL, LLC AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Waggoner & Ball, LLC for professional architectural services for the Old Mandeville Flood Protection Project (“Project”). The scope of the Project is for Waggoner & Ball to perform a recreational master plan for the City; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Waggoner & Ball, LLC 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 March, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF XXXXX

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED David W. Huchel, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED Secretary of Sole Member OF Waggonner & Ball, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Mandeville Recreation Master Plan, BID NO. Not Applicable AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.


AUTHORIZED SIGNATURE
David W. Huchel, Secretary of Sole Member

~~SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20____~~

See attached Certificate

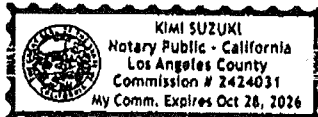
~~NOTARY PUBLIC
_____ day of _____, 20____~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13th
day of February, 2023, by David W. Huchel

_____ ,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature *Kimi Suzuki*

Exhibit A

Mandeville Recreational Master Plan

Scope of Services & Fee Proposal

February 13, 2023

Prime Consultant: *Waggonner & Ball (WB)*

Sub Consultant: *KVS Architecture (KVS)*

Scope Proposal:

1. Discover - \$30,000.00

- a. Parks & Rec "Atlas"
 - i. Citywide maps to identify properties
 - ii. Identify data gaps
- b. Planning Context
 - i. Summary of existing facilities & green space
 - ii. Summary of existing governance
 - iii. Summary of existing funding
 - iv. Existing planning efforts underway
 1. Pelican Park Master Plan
- c. Public Engagement Summary
 - i. Online survey
 - ii. Public meetings (# TBD)
 - iii. Printed materials
 1. Meetings
 2. Mailings
 - iv. Focus groups (# TBD) for guided discussion
 - v. Strategy for engaging across language and tech barriers
- d. Inventory & Conditions Assessment of Parks & Facilities
 - i. Park/facility type & purpose
 - ii. Location
 - iii. Area
 - iv. Inventory of facilities & amenities
 - v. General assessment of conditions & functionality
 - vi. Residence access within 10 min walk

2. Define - \$20,000.00

- a. Goals & Values Definition
- b. Needs Assessment & Analysis
 - i. Public Engagement Summary
 - ii. GIS resources & citywide maps
 - iii. Existing master plans & studies
 - iv. Inventory & Conditions Assessment
 - v. Existing demographic data
 - vi. Report Card based on NRPA park access standard

3. Design - \$15,000.00

- a. Design Workshop(s)
 - i. Identify opportunities & constraints
 - ii. Identify alignments with Resilience Plan and other efforts
- b. Design Progress Presentation
 - i. Internal to City
 - ii. Public-facing if needed
- c. NOTE: During this phase, WB will identify synergies with WB's existing work as resilience plan advisor to the City of Mandeville under a separate contract.

4. Deliver - \$15,000.00

- a. Master Plan Recommendations
 - i. Land acquisition & dispossession
 - ii. Construction/redevelopment of new facilities
 - iii. Development of additional amenities
 - iv. New programming types
- b. Project priorities to better inform future capital requests
- c. Preliminary opinions of probable cost for recommendations
 - i. High level opinions of probable cost to support future capital requests
 - ii. Preliminary maintenance budget considerations and scope

Fee Proposal:

Waggonner & Ball proposes to complete this scope for a lump sum fee of \$80,000.00, with KVS Architecture as a sub-consultant. Work to be invoiced monthly by percent complete by Phase.

Phase	Fee Per Phase
1 Discover	\$30,000.00
2 Define	\$20,000.00
3 Design	\$15,000.00
4 Deliver	\$15,000.00
TOTAL	\$80,000.00

Exhibit B

WB Current Rates as of 02/13/22

Rate Schedule

Principal	\$341 /hr
Senior Architect	\$226 /hr
Senior Project Designer	\$184 /hr
Architect	\$173 /hr
Senior Designer	\$142 /hr
Designer	\$116 /hr

Charges for outside services, equipment, and facilities not furnished directly by Waggoner & Ball will be billed at cost plus 15%. Such charges may include, but shall not be limited to, printing reproduction services; shipping, delivery, and courier charges; consumable materials; subconsultant fees and expenses; special fees, permits and insurance; transportation and accommodations. Mileage will be charged at the prevailing IRS rate per mile.



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of 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)

City of Mandeville
3101 E Causeway Approach
Mandeville, LA 70448

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

Waggoner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130

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

Mandeville Recreational Master Plan
Mandeville, Louisiana

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.

init.

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	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See Exhibit A – Scope of Services and Fee Proposal for project scope and fee.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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.

§ 2.2 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 11.5:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

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- .1 General Liability
\$1,000,000 per occurrence/\$2,000,000 policy aggregate
- .2 Automobile Liability
\$1,000,000 limit
- .3 Workers' Compensation
\$1,000,000
- .4 Professional Liability
\$2,000,000 per claim \$4,000,000 policy aggregate

§ 2.2.5 The Architect shall ensure that the Owner is listed as an additional insured under each policy of insurance described in this Section, excluding Worker's Compensation and Professional Liability Insurance. Furthermore, there shall be a waiver of subrogation in favor of Owner.

§ 2.2.6 All certificates of insurance shall be furnished to the Owner, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to Owner (Said policies and Declaration sheets to be delivered to Owner before commencement of work performed under this Agreement.)

§ 2.3 To the fullest extent permitted by law, Architect will indemnify and hold Owner, its officials, employees, and agents harmless from and against: (1) any and all losses, damages or liabilities, suits, judgments of sums of money to any party accruing against Owner for loss of life or injury or damage to persons or property but only to the extent growing out of, resulting from, or by reason of any negligent act or omission or the operation of the Architect or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Architect under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Architect in connection with the performance of its obligation under this Agreement.

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 coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 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. 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.

§ 3.1.3 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 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.1, 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.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, 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

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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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 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.

§ 3.4.3.2 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.

§ 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 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.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

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 4.1.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 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.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1

(Paragraphs deleted)

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 11.3.

(Paragraphs deleted)

§ 4.1.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.1.2 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

§ 5.10 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, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have 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 current 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

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- .1 give written approval of an increase in the budget for the C 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 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.B

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 when 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.

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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 A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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 9.6.

§ 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 Mediation, 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. 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.

§ 8.2.3 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.

(Paragraphs deleted)

§ 8.2.4 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

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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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

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

(Paragraph deleted)

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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include

Init.

information the Owner has identified in writing as 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 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.

§ 10.9 Neither Architect nor anyone employed by Architect shall be considered an employee of the Owner for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto.

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

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)

\$80,000.00 Lump Sum by Phase, See Exhibit A

(Paragraphs deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, 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.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation will be determined prior to the commencement of work.

§ 11.4 The hourly billing rates for services of the Architect and the Architect's consultants, if any, 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.)

See Exhibit B

§ 11.5
(Paragraphs deleted)

Compensation for Reimbursable Expenses

§ 11.5.1 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:

Init.

- .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 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.5.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.6 Payments to the Architect

§ 11.6.1 Initial Payment

An initial payment of zero (\$ 0) 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.

§ 11.6.2 Progress Payments

§ 11.6.2.1 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 sixty (60) 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.)

6 % Per Annum

§ 11.6.2.2 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.

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

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

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

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A - Scope of Services & Fee Proposal

Exhibit B - WB Current Rates as of 02/13/22

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User Notes:

(1147368257)

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

OWNER (Signature)

Clay Madden Mayor

(Printed name and title)



ARCHITECT (Signature)

Andrew J. Sternad, Business Unit Leader

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1147368257)

Additions and Deletions Report for AIA® Document B104® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:31:46 ET on 02/13/2023.

PAGE 1

AGREEMENT made as of the day of in the year 2023

...

City of Mandeville
3101 E Causeway Approach
Mandeville, LA 70448

...

Waggonner & Ball, LLC
2200 Prytania Street
New Orleans, LA 70130

...

Mandeville Recreational Master Plan
Mandeville, Louisiana

PAGE 2

12 ~~SPECIAL TERMS AND CONDITIONS~~

43 ~~SCOPE OF THE AGREEMENT~~

...

See Exhibit A – Scope of Services and Fee Proposal for project scope and fee.

...

§ 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.~~ form

~~§ 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.~~

...

§ 2.2 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 ~~4.1.8~~ 4.1.5:

PAGE 3

\$1,000,000 per occurrence/\$2,000,000 policy aggregate

...

\$1,000,000 limit

...

\$1,000,000

.4 Professional Liability

\$2,000,000 per claim \$4,000,000 policy aggregate

§ 2.2.5 The Architect shall ensure that the Owner is listed as an additional insured under each policy of insurance described in this Section, excluding Worker's Compensation and Professional Liability Insurance. Furthermore, there shall be a waiver of subrogation in favor of Owner.

§ 2.2.6 All certificates of insurance shall be furnished to the Owner, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the Owner, in writing. Architect shall provide proof of liability and workers' compensation insurance to Owner (Said policies and Declaration sheets to be delivered to Owner before commencement of work performed under this Agreement.)

§ 2.3 To the fullest extent permitted by law, Architect will indemnify and hold Owner, its officials, employees, and agents harmless from and against: (1) any and all losses, damages or liabilities, suits, judgments of sums of money to any party accruing against Owner for loss of life or injury or damage to persons or property but only to the extent growing out of, resulting from, or by reason of any negligent act or omission or the operation of the Architect or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Architect under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Architect in connection with the performance of its obligation under this Agreement.

PAGE 4

§ 3.4.1.3 Subject to Section ~~4.2~~, 4.1, 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.

...

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, ~~or as otherwise required in Section 4.2.2~~, 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.

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 4.2.3, 4.1.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

...

~~§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. (Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)~~

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 11.3.

~~§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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.~~

~~§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.~~

~~§ 4.2.2 The Architect has included in Basic Services — () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

~~§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.~~

~~§ 4.2.4 If the services covered by this Agreement have not been completed within — () 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.~~

§ 4.1.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.1.2 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

- .1 give written approval of an increase in the budget for the ~~Cost~~C of the Work;

...

§ 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 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 6.6.B

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[] Litigation 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 the Agreement.~~

~~§ 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.~~

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

PAGE 10

§ 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:

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

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

PAGE 11

§ 10.9 Neither Architect nor anyone employed by Architect shall be considered an employee of the Owner for the purpose of unemployment compensation coverage, the same being hereby expressly waived by the parties hereto.

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

...

\$80,000.00 Lump Sum by Phase, See Exhibit A

.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)*

:

...

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, 4.1, the Owner shall compensate the Architect as follows:

...

Compensation will be determined prior to the commencement of work.

§ 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: The hourly billing rates for services of the Architect and the Architect's consultants, if any, 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.)

See Exhibit B

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

Design Phase	percent (_____)	(_____)	(_____)
Construction Documents Phase	percent (_____)	(_____)	(_____)
Construction Phase	percent (_____)	(_____)	(_____)
Total Basic Compensation	one hundred percent (100)	(100)	(100)

Compensation for Reimbursable Expenses

§ 11.5.1 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 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.5.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 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.

Payments to the Architect

§ 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. **Initial Payment**
An initial payment of zero (\$ 0) 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.

§ 11.6.2 Progress Payments

§ 11.6.2.1 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 sixty (60) 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.)

6 % Per Annum

§ 11.6.2.2 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.

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

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

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

.1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A - Scope of Services & Fee Proposal
Exhibit B - WB Current Rates as of 02/13/22

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

OWNER (Signature)
Clay Madden Mayor
(Printed name and title)

ARCHITECT (Signature)
Andrew J. Sternad, Business Unit Leader
(Printed name, title, and license number, if required)

OWNER (Signature)
(Printed name and title)

ARCHITECT (Signature)
(Printed name, title, and license number, if required)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, 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

§ 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~~ Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses; and
- ~~.11~~ 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~~ **Payments to the Architect**

~~§ 11.9.1~~ **Initial Payment**

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.

~~§ 11.9.2~~ **Progress Payments**

~~§ 11.9.2.1~~ 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.)

—%

~~§ 11.9.2.2~~ 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.

~~§ 11.9.2.3~~ Records of Reimbursable Expenses, expenses pertaining to 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 B104™ 2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- ~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
 — *(Insert the date of the E203-2013 incorporated into this agreement.)*

~~3~~ Exhibits:

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)~~

~~4~~ Other documents:

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Andrew Sternad, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:31:46 ET on 02/13/2023 under Order No. 2114305826 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Business Unit Leader

(Title)

February 13, 2023

(Dated)

ATTACHMENT "A"

CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF XXXXX

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared:

David W. Huchel, Secretary of Sole Member of Waggonner & Ball, LLC; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.


Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of Waggonner & Ball, LLC and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City of Mandeville; and

That, Waggonner & Ball, LLC will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana; and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there shall be a statement in every subcontract to that effect.

WITNESSES:

CONTRACTOR:

By: 
David W. Huchel, Secretary of Sole Member

See attached Certificate

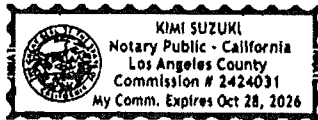
Sworn to and subscribed before me this _____ day of _____, 2010.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13th
day of February, 2023, by David W. Huchel

_____ ,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Kimi Suzuki



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 MOFF&NI-01	CONTACT NAME: Karin Thorp	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS: DesignProCerts@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: Transportation Insurance Company	20494
	INSURER C: Continental Insurance Company	35289
	INSURER D: National Union Fire Insurance Co PA	19445
	INSURER E: XL Specialty Insurance Company	37885
	INSURER F:	

INSURED
 Waggoner & Ball, LLC
 2200 Prytania St.
 New Orleans LA 70130

COVERAGES

CERTIFICATE NUMBER: 2083035819

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD XCU <input checked="" type="checkbox"/> Ded/SIR \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6056712992	11/22/2022	11/22/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Project/Location Agg	\$ 15,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			6056712989	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Collision	\$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6079627982	11/22/2022	11/22/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC19397906	11/22/2022	11/22/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liability Includes Contractors Pollution Claims-Made	N		DPR5003484	11/22/2022	11/22/2023	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability
 Worker's Compensation extends to include Jones Act and USL&H.
 Re: WB2217 Mandeville Recreational Master Plan.
 The City of Mandeville, its Officers, Agents, Employees and Volunteers are named as an additional insured as respects general and auto liability as required per written contract or agreement. General and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION 30 Days and 10 for Non-Payment

City of Mandeville, Its Officers, Agents, Employees and
 Volunteers
 3101 E. Causeway Approach
 Mandeville LA 70448

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karin Thorp

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product Exclusion** and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property Exclusion** do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



Architects, Engineers and Surveyors General Liability Extension Endorsement

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. ADDITIONAL INSURED

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- 2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



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B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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**Architects, Engineers and Surveyors General Liability
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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;



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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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**Architects, Engineers and Surveyors General Liability
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A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:
Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:



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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



Architects, Engineers and Surveyors General Liability Extension Endorsement

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

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CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Cancellation / Nonrenewal – California

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insureds" means all persons or entities afforded coverage under the policy.

Any cancellation, nonrenewal or termination provisions in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NONRENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for less than sixty (60) days and is not a renewal the Insurer may cancel the policy for any reason by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, and the producer of record. The notice of cancellation will be provided at least sixty (60) days prior to the effective date of cancellation except that in the case of cancellation for nonpayment of premiums the notice will be given no less than ten (10) days prior to the effective date of the cancellation.
3. If the policy has been in effect for more than sixty (60) days or if it is a renewal, effective immediately, the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
 - a. Nonpayment of premium, including payment due on a prior policy issued by the Insurer and due during the current policy term covering the same risks.
 - b. A judgment by a court or an administrative tribunal that the Named Insured has violated any law of this state or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against.
 - c. Discovery of fraud or material misrepresentation by either of the following:
 - (1) The Named Insured or Insured(s) or a representative of same in obtaining the insurance; or
 - (2) The Named Insured or his or her representative in pursuing a claim under the policy.
 - d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the Named Insured or Insured(s) or a representative of same, which materially increase any of the risks insured against.
 - e. Failure by the Named Insured or Insured(s) or a representative of same to implement reasonable loss control requirements which were agreed to by the Named Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.
 - f. A determination by the commissioner that the loss of, or changes in, the Insurer's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Insurer.
 - g. A determination by the commissioner that a continuation of the policy coverage would place the Insurer in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten the solvency of the Insurer.
 - h. A change by the Named Insured or Insured(s) or a representative of same in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

A notice of cancellation will be in writing and will be delivered or mailed to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days prior to the effective date of cancellation. Where cancellation is for nonpayment of premium, notice shall be given no less than ten (10) days prior to the effective date of cancellation.

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**Cancellation / Nonrenewal – California**

4. The notice will state the actual reason for the cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. PREMIUM REFUND

If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

C. NONRENEWAL

1. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days but not more than one hundred twenty (120) days before the expiration date.
2. The notice of nonrenewal will state the actual reason for nonrenewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. A notice of nonrenewal will not be required in any of the following situations:
 - a. The transfer of, or renewal of, a policy without change in its terms or conditions or the rate on which the premium is based between insurers that are members of the same insurance group.
 - b. The policy has been extended for ninety (90) days or less, if the notice required has been given prior to the extension.
 - c. The Named Insured has obtained replacement coverage or has agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage.
 - d. The policy is for a period of no more than sixty (60) days and the Named Insured is notified at the time of issuance that it may not be renewed.
 - e. The Named Insured requests a change in the terms or conditions or risks covered by the policy within sixty (60) days prior to the end of the policy period.
 - f. The Insurer has made a written offer to the Named Insured, within the prescribed time period, to renew the policy under changed terms or conditions or at a changed premium rate, where the increase is more than 25%. As used herein, "terms or conditions" includes, but is not limited to, a reduction in limits, elimination of coverages, or an increase in deductibles.
5. In the case of conditional renewal, failure of the Named Insured to satisfy conditions provided by the Insurer for renewal, by the expiration date of the policy or sixty (60) days after mailing or delivery of such notice, whichever is later, the conditional renewal shall be treated as an effective nonrenewal.

D. CONDITIONAL RENEWAL

1. If the policy has been in effect for more than sixty (60) days or if the policy is a renewal, effective immediately no increase in premium, reduction in limits, or change in the conditions of coverage shall be effective during the policy period unless based upon one of the following reasons:
 - a. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards by the Named Insured or Insured(s) which materially increase any of the risks or hazards insured against.
 - b. Failure by the Named Insured or Insured(s) to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.
 - c. A determination by the commissioner that loss of or changes in an insurer's reinsurance covering all or part of the risk covered by the policy would threaten the financial integrity or solvency of the Insurer unless the change in the terms or conditions or rate upon which the premium is based is permitted.



Cancellation / Nonrenewal – California

- d. A change by the Named Insured or Insured(s) in the activities or property of the commercial or industrial enterprise which results in a materially added risk, a materially increased risk, or a materially changed risk, unless the added, increased, or changed risk is included in the policy.
- 2. A written notice will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days prior to the effective date of any increase, reduction or change.
- 3. The notice will state the effective date of, and the reasons for, the increase, reduction or change
- 4. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. ADDITIONAL PROVISIONS

- 1. Solely with respect to coverage for real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit:
 - a. The Insurer shall not cancel or refuse to renew such coverage existing on the date the Insurer elected to become an associate participating insurer after an offer of earthquake coverage is accepted solely because the insured has accepted that offer of earthquake coverage; and
 - b. The Insurer shall not cancel such coverage unless the policy is properly canceled pursuant to Paragraph A above; and
 - c. The Insurer may not cancel or non-renew this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, the Insurer shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- d. If the Insurer elects not to renew this policy, the Insurer will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date. The Insurer may elect not to renew such coverage for any reason, except as provided in e., f. and g. below. If the Insurer fails to give the first Named Insured notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.
- e. The following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. The Insurer may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons apply:
 - i. The policy is terminated by the Named Insured;
 - ii. The policy is refused renewal on the basis of sound underwriting principles that relate to the coverages provided by the policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - iii. The Commissioner of Insurance finds that the exposure to potential losses will threaten the solvency of the Insurer or place the Insurer in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which the Insurer makes claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least twenty-five percent (25%) for payment of those claims; or
 - iv. The Insurer has lost or experienced a substantial reduction in the availability or scope of reinsurance coverage or a substantial increase in the premium charged for reinsurance coverage for its residential property insurance policies, and the Commissioner of Insurance has approved a plan for

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Cancellation / Nonrenewal – California

the nonrenewals that is fair and equitable, and that is responsive to the changes in the Insurer's reinsurance position.

- f. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, the Insurer may not cancel or non-renew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, the Insurer may cancel or non-renew:

- (1) When the Named Insured has not paid the premium at any time and the Insurer lets the Named Insured know at least 10 days before the date cancellation takes effect;
 - (2) If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
 - (3) If losses unrelated to the post-disaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - (4) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable
- g. If this policy contains an exclusion barring coverage for the peril of corrosive soil conditions, the Insurer shall not cancel or refuse to renew the policy solely because corrosive soil conditions exist on the location.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
- b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement No: Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6056712989

Policy Effective Date: 11/22/2022



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL
Endorsement Effective Date: 11/22/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6056712989

Policy Effective Date: 11/22/2022

Endorsement No: Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2022 forms a part of Policy No. WC 19-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

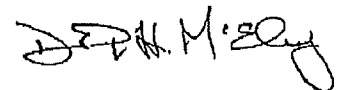
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

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

RESOLUTION NO. 23-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
TWO CONTRACTS BETWEEN THE CITY OF MANDEVILLE AND MAGUIRE IRON,
INC., AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into two separate contracts for the maintenance and repair of City's water supply tanks located on St. Ann and Rapatel Streets; and

WHEREAS, the contracts are 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 maintenance and repair contract with Maguire Iron, Inc. for repairs and improvements to the City's water supply tanks located on St. Ann and Rapatel Streets.

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

AYES:

NAYS:

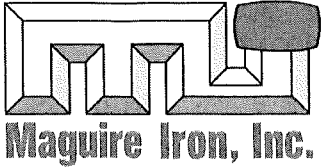
ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



WATER TOWER EXPERTS

✉ info@maguireiron.com
📍 1810 N. Minnesota Ave
Sioux Falls, SD 57104
☎ (605) 334-9749

CONTRACT FOR SERVICES

This contract made and entered into this 17 day of February, 2023, by and between Mandeville, LA - City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Sphere - 750MG Rapatel Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Exterior Pressure Wash

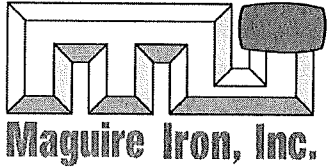
- Contractor will pressure wash the exterior of the owner's water storage tank, from the equator of the tank bulb to the stem and the complete base cone to remove dirt and mildew build up

Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.



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Chemical Clean

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will clean out all sediment once the tank is emptied by the Owner.
- Contractor will power wash the Interior wet area of the tank after all heavy sediment has been removed from the tank
- Contractor will then apply NSF approved chemical cleaning solution and will let sit on the surface
- Contractor will power wash the Interior wet area of the tank to remove the chemical solution
- Contractor will do a complete inspection of the wet interior area and take photos for the use during the inspection report. Photos will be supplied

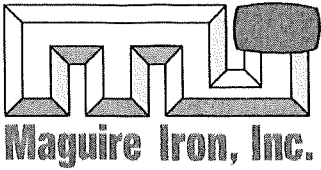
Cancellation of Contract Option

- The tank owner can opt to cancel the contract at anytime during the 4 year term. Owner is responsible for the cost of any work that has been completed up to the cancellation.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.



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HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Mandeville, LA - City of

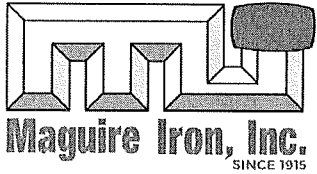
MAGUIRE IRON, INC.

By: _____
(Name) (Title)

By: _____
(Name) (Title)

By: Teddy Krein 02/17/2023
(Authorized Agent) (Date)

Date Accepted: _____
Upon acceptance, please provide two (2) signatures and date the agreement.



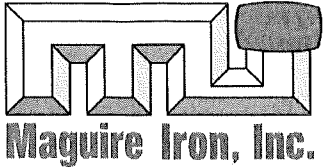
WATER TOWER EXPERTS



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Schedule A: Cost Schedule

Mandeville, LA - City of Sphere 750 MG		
Year	Service	Annual Spend
Year: 1	Chemical Clean	\$10,500.00
Year: 2	Exterior Pressure Wash	\$10,500.00
Year: 3	Visual Inspection	\$1,950.00
Year: 4	Clean Out / ROV	\$1,950.00



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Sphere - 750MG St. Ann Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

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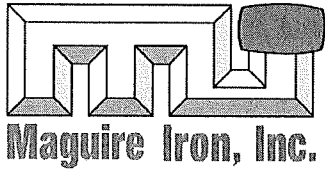
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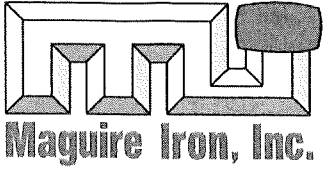
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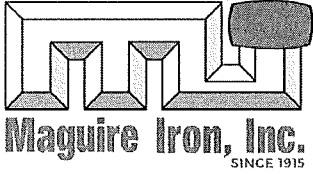
By: _____
(Name) (Title)

By: _____
(Name) (Title)

MAGUIRE IRON, INC.

By: Teddy Krein 02/17/2023
(Authorized Agent) (Date)

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