

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

ORDINANCE NO. 23-11

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 22-17, THE CAPITAL BUDGET OF THE CITY OF
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Article B, Financial Procedures of the Home Rule Charter provides that amendments to the adopted budget be made by ordinance; and,

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2022-2023, Ordinance Number 22-71, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2022-2023 City of Mandeville Capital Budget; and

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2022-2023, Ordinance Number 22-71, is required due to the award of funds from the State of Louisiana for certain Capital Projects, which impacts appropriated funds budgeted in the 2022-2023 City of Mandeville Capital Budget.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2022-2023, Ordinance Number 22-17, is hereby amended to include the budget amendments as set forth on the attached Exhibit A - Revised, incorporated as a part hereof, and be adopted for the 2022-2023 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2022-2023 Capital Budget adopted shall remain in full force and effect.

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

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Budget Amendment #4 Ordinance #23-11	Current Budget	Proposed Change	Revised Budget
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Water Department Capital Expenditures:

211.21.008	Golden Glen Water Line Replacement	3,276,790.00	(1,200,000.00)	2,076,790.00	Received Water Sector Program Grant to eliminate a portion of the budget.
		50000-90300	(1,200,000.00)		
		20000-90400	(1,200,000.00)		

Sewer Department Capital Expenditures:

212.21.020	Treatment Plant Sludge Removal	1,564,479.00	750,000.00	2,314,479.00	Unforeseen additional sand removal due to old curtain wall.
		50000-90300	750,000.00		
		20000-90400	750,000.00		



INTEROFFICE MEMO

TO: Kristine Scherer
Kathleen Sides

FROM: Alia Casborné

DATE: March 24, 2023

SUBJECT: Special Events Application Recommendations

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

Mandeville Family Reunion – Memorial Day Picnic

Applicant: Tracy Elsensohn

Date/Time: Sunday, May 28, 2023 – 10:00 am

Rain Date: Monday, May 29, 2023

Location: Mandeville Lakefront – Stage at Lafayette Street

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit
- Waiver of Police Detail (2 Officers)
- City pay cost of portables

Contingencies:

- ATC special event liquor permit approval
- Reunion increase dumpster rental from 1 to 2

Krewe of Eve – Mardi Gras Parade

Applicant: Valerie Dupont

Date/Time: Friday, February 2, 2024 – 7:00 p.m.

Rain Date: Monday, February 5, 2024

Location: See Map

Approval Requests:

- Street Closure (See Map)
- Waiver of Police Detail
- Waiver of Public Works

Contingencies:

- Waiver of Police & Public Works Details

St. Ann Wine Bar – Kentucky Derby Party

Applicant: Jeffrey James

Date/Time: Saturday, May 6, 2023 – 5:00 p.m.- 10:00 p.m.

Rain Date: N/A

Location: 22 St. Ann Drive, Ste. 2 (See Map)

Approval Requests:

- Approval for alcohol and music in the parking lot (Alcohol Permit attached)

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 Mandeville Family Reunion (d/b/a Heroes At Home)
Name of Authorized Representative Tracy Elsensohn Non-Profit/Tax-Exempt # 81-1461233
Mailing Address: _____
City Mandeville, State LA Zip 70448
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? YES NO

Name of Event: Mandeville Family Reunion Memorial Day Picnic
Date(s) of Event: Day 5/28/2023 Date ___ / ___ / ___ Time 10:00 Rain Dates(s) 5/29/2023
Event Location: Mandeville Lakefront - Stage and most occuring near Lafayette Street
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Community Picnic w/ Music Estimated Attendance 2500

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 checked="" type="checkbox"/> Yes	<input 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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

INSURANCE/INDEMNITY

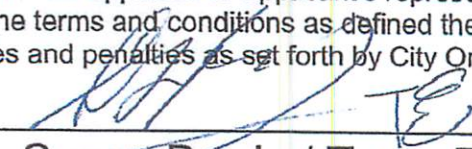
The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

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

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

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

Signed By: 
Printed Name: Susan Brady / Tracy Elsensohn
Organization Represented: Mandeville Family Reunion
Office Held Secretary / Treasurer Date 3/1/2023

Please email completed application to acasborne@cityofmandeville.com.

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



www.cityofmandeville.com Telephone:
(985) 624-3147 or 624-3127
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 3/1/23

Certificate of Insurance? YES _____ NO _____ *Need updates*

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>1 Police Officer</u>	<u>AC</u>
Fire District #4	<u>0</u>	<u>AC</u>
Public Works	<u>_____</u>	<u>AC</u>
TOTAL COSTS	<u>_____</u>	

Recommendation of Special Events Committee:

Coastal LeYard slant Qty 2 (per health) - Dumpster
Alcohol Permit

order the portables & have city
Waiver of Police & Public Works.

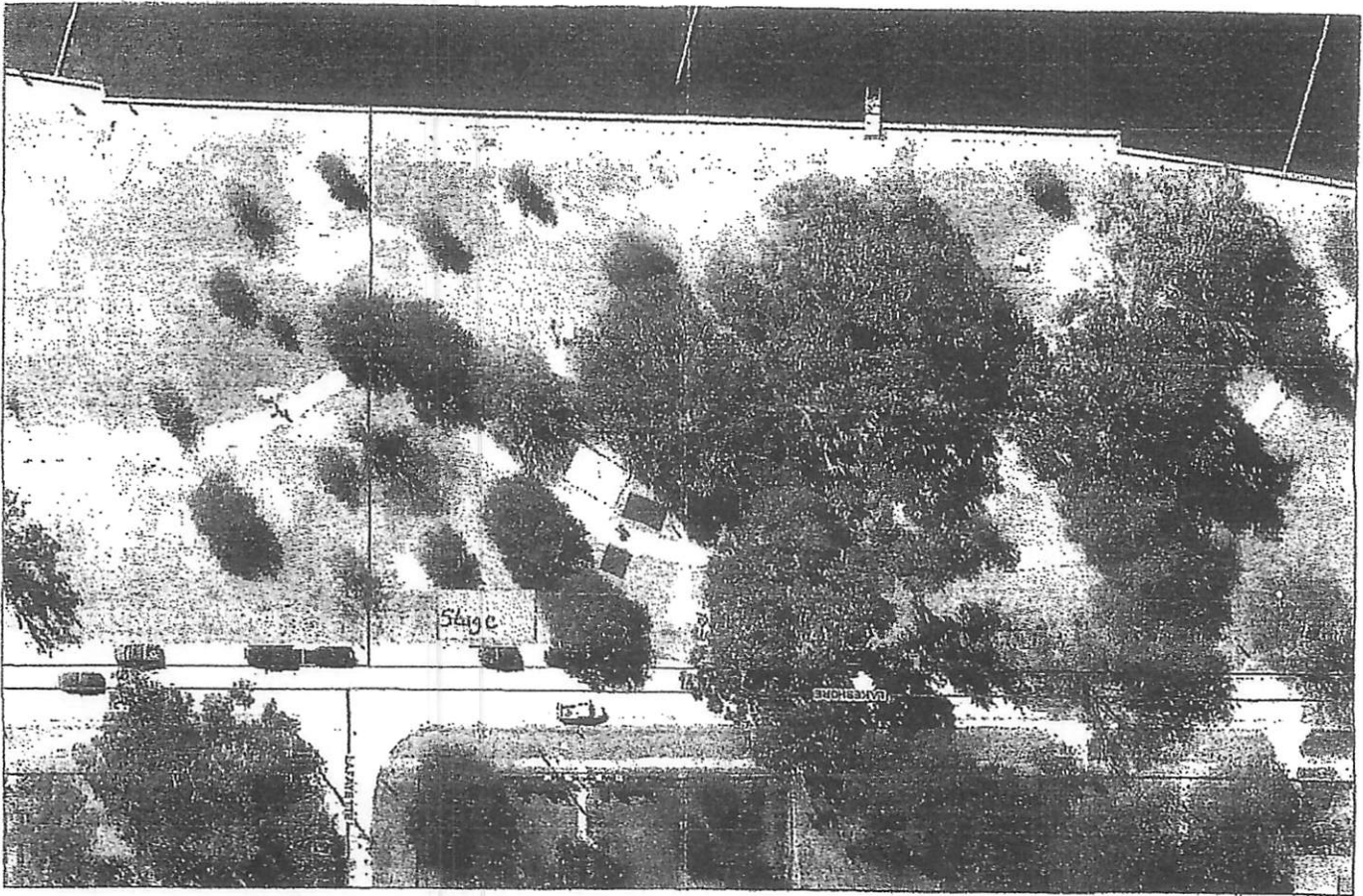
Approved: *K. Claff*
Mayor Clay Madden

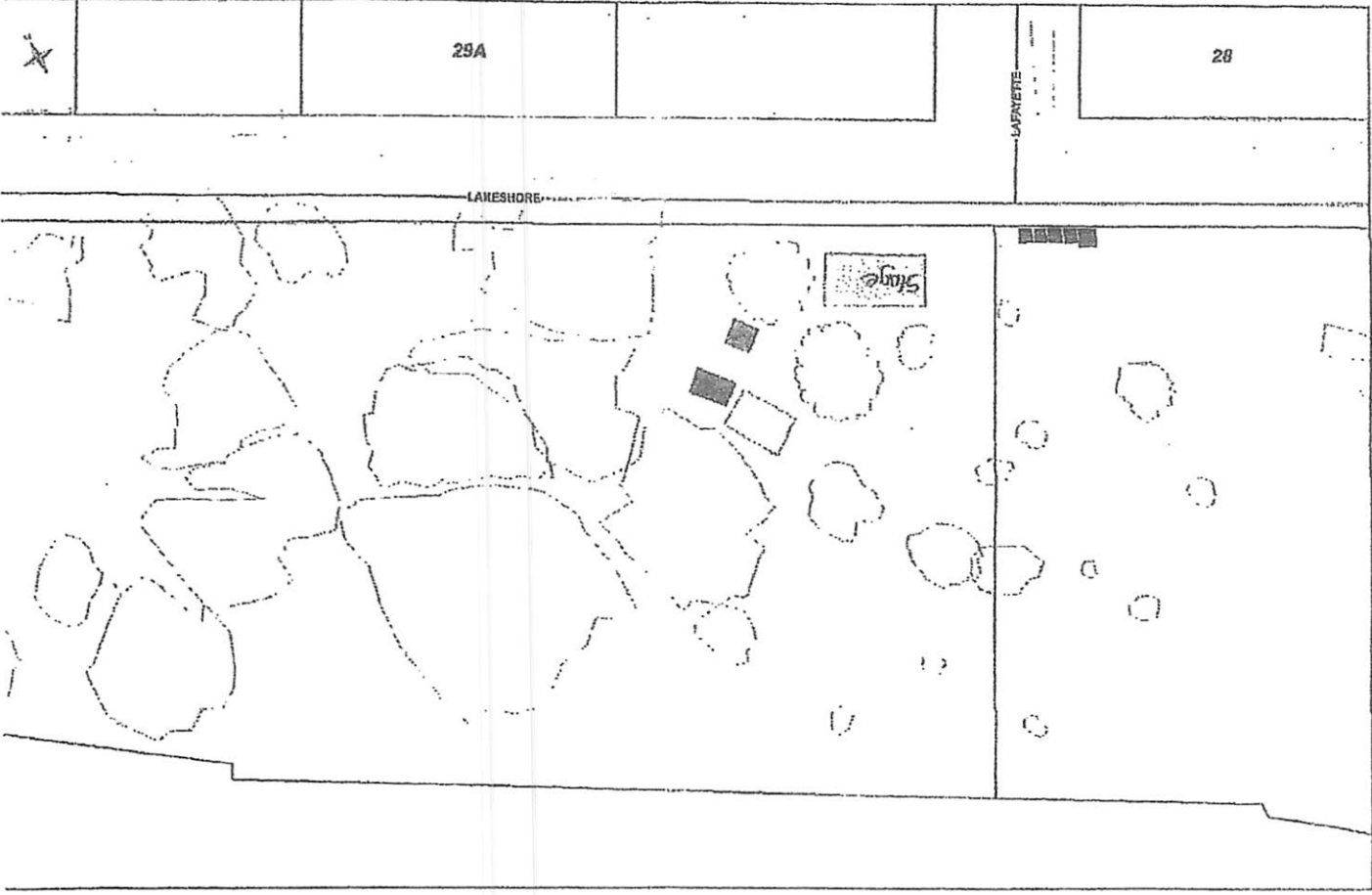
3-20-23
Date

City Council Approval

Alcohol Permit:
 Yes No

Date Approved: _____





Hudson Insurance Group

Supplemental Application - Special Events

The ACORD 125 - Commercial Insurance Application must be completed in addition to this Supplement.

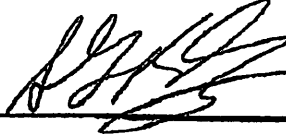
1. Named Insured: Mandeville Family Reunion LLC
2. Named Insured Mailing Address: 1379 Valmont Street Mandeville LA 70448
3. Premises Address: Mandeville Lakefront (open area to public)
4. Describe the event: Mandeville Family Reunion
5. Number of days the event will be held: 1
 - a. If set up and take down is required, state # of days for each: _____
6. Hours of the event each day: 10 Am - 7 pm
7. Estimated number of attendees each day of the event: 500
8. For concert events, will there be bleacher seating? Yes ___ No n/a
 - a. If yes, indicate seating capacity: _____
 - b. Assigned seating? Yes ___ No ___
 - c. Type of music: _____
9. Describe security and crowd control measures: police (on-duty off duty)
10. Will there be fireworks or pyrotechnics? Yes ___ No
11. Will the event be an athletic competition or include athletic competitions? Yes ___ No
12. Number of grandstands or bleachers: 0 Seating capacity: _____
13. Will alcohol be served on the premises? Yes ___ No
14. Will any of the following exist?
 - a. Mechanical rides? Yes ___ No
 - b. Inflatable devices? Yes ___ No
 - c. Trampolines? Yes ___ No
 - d. Water slides? Yes ___ No
 - e. Other water hazards? Yes ___ No
 - f. Animal rides or petting zoo? Yes ___ No
15. Are certificates of insurance secured from vendors and exhibitors? Yes ___ No n/a

If yes, is the Applicant named as an Additional Insured? Yes No ___

Hudson Insurance Group

Supplemental Application - Special Events

Named Insured Signature: _____



Date: _____

April 2, 2022

FRAUD WARNINGS

To All Prospective Insureds: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime and subjects such person to criminal and civil penalties in many states.

To Prospective Insureds in:

Colorado: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

Florida and Oklahoma: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.

New York (Fire Insurance applications): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

New York (Automobile): Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the value of the subject motor vehicle or stated claim for each violation."

Pennsylvania (Automobile): Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information, shall, upon conviction, be subject to imprisonment for up to seven (7) years and the payment of a fine of up to \$15,000.

** Need Current Contracts*

CONTRACT Open 3/24; Rev 4/5
 www.TentManTents.com
 Northshore: (985) 621-7368
 Southshore: (504) 780-8368



Visit Our Showroom: 3123 Florida St., Mandeville
 MAILING Address: 1200 Orleans St., Mandeville, LA 70471
 Email: rentals@tentmantents.com
 FAX: (985) 951-2211

Bill To:	Mandeville Family Reunion	Site Name:	Mandeville Lakefront
Address:		Address:	exact location TBD
Event Date:	SUNDAY, May 29, 2022	Event Time:	10 am to 5 pm
Event Type:	picnic	Surface:	GRASS
		Client Rep At Site:	Tracy or Kurt

Instructions:
 Deliver & Setup TENTS & STAGE - Fri May 27 or Sat May 28, 2022 - Day / Time TBD
 Customer will PICK UP Party Rentals - Thurs May 27 or Fri May 28, 2022 - (TBD); Customer will RETURN on Mon or Tues
 Customer Agrees that Tables & Chairs will NOT be left outdoors, uncovered!
 Take Down TENTS & STAGE - next business day following event

Home Phone:	Office Phone:	Fax:	Cell Phone:	Phone At Site:
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Quantity	DESCRIPTION OF EQUIPMENT & SERVICES	Per Item	Price
TENT RENTAL(S):			
<i>I understand no adhesives or any sticky-back materials can be used for lighting or decorations/banners/signs on tent(s).</i>			
1	White 10 x 20 Marquee Style Tent welcome tent install notes: standard GRASS anchoring	\$255.00	\$255.00
1	Flag Pkg: USA Flag	Lagniappe	No Charge
1	Weekday SETUP & Weekday TAKE DOWN of Tents		Included
TENT / STAGE RENTAL:			
1	20' x 20' x 24" Stage w/ Two (2) - Sets of 2-Step Units and BLACK Stage Skirting on 3 Sides	\$1,225.00	\$1,225.00
1	White 20 x 20 Marquee Style Tent (EXTRA-Tall Legs with 1 - 20' Sidewall (Tent on Stage w/ backdrop)		Included above
PARTY RENTALS** (customer will PICK UP):			
2	6' Banquet Tables	\$8.50	\$17.00
4	Samsonite-Type Folding Chairs (charcoal grey)	\$1.50	\$6.00
<i>**Items must be STACKED & placed in one, covered location at the close of your event and/or prior to pickup, keeping ALL items dry & secure. IF crew has to locate/fold/stack items, a labor charge of \$2.00 per table and \$0.50 per chair will be invoiced OR charged to credit card on file. IF chair carts were provided, chairs should be stacked on carts.</i>			
LINEN RENTALS:			
N / A			
<i>***Please Note***: DO NOT pack linens in PLASTIC bags, as damp or wet linens will mildew quickly! Damage to Linens will be invoiced at replacement cost.</i>			
CONSUMABLES:			
2	6' size 'KwikCover' (Color TBD)	\$3.95	No Charge / DONATE
SUBTOTAL (ALL)			\$1,503.00
LESS: Special Discount - per Paul Alyssa *			\$100.00
Discounted SUBTOTAL (ALL)			\$1,403.00
NOTE: If unforeseen changes occur for load-in/load-out logistics, requiring additional time on site during install and/or pickup: additional charges MAY apply. Communicate as much info as possible about site access.			
1	ESTIMATED Roundtrip Transportation & Fuel Surcharge - OLD MAND - subject to increase OR decrease 2 weeks prior to event	\$25.00	\$25.00
<i>**DISCOUNT applicable for payment by CHECK/CASH; payment by credit card available - please inquire!</i>			

!!! NO GRILLING !!! NO OPEN FLAMES !!!

Mandeville Family Reunion

Lessee (PRINT Name/Company/Organization)

Guaranty: And now comes Tracy Ekerson, who is made a party to this contract and who agrees to personally guarantee the obligations undertaken herein by Lessee and who further agrees to be bound with Lessee in solido for the faithful performance and execution of all obligations undertaken hereby by Lessee.

By: (SIGN Name) [Signature] Date 4/5/22
 By Lessor: THE TENT MAN, Inc. Date 4/5/22

Contract Price	\$1,428.00
Tax	EXEMPT
TOTAL	\$1,428.00
NonRefundable DEPOSIT DUE	\$350.75
Balance DUE*	TBD per changes

* THIS balance due must be paid in full 7 days prior to scheduled set up/pickup/delivery date. PLEASE NOTE: Tent may not be set up and/or items may not be delivered if balance is not paid.

ALSO: Sign & Date Terms & Conditions page ->->->

24: Lessee agrees to pay a reasonable cleaning charge for all equipment returned dirty; typical cleaning charges are assessed at \$35.00/hour/employee. Accrued rental charges cannot be applied against the cost of repair or replacement of damaged goods. Equipment damaged beyond repair will be paid for by Lessee at replacement cost when rented. The cost of repairs will be borne by Lessee.

CUSTOMER FEEDBACK

25: We encourage all Lessees to comment on the services provided and provide suggestions for improving it. Lessee agrees that all such comments and suggestions will be non-confidential and that Lessor owns all rights to use and incorporate them into any type, at the Lessor's discretion, of advertising including but not limited to Social Media, without payment or attribution to Lessor.

PAYMENT TERMS

26: Lessee shall pay the Contract Price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof, within the period specified herein. If the balance due is not paid when due, the Lessee shall be charged a Late Payment Fee by Lessor of 2% Per Month of the amount due (24% ANNUAL PERCENTAGE RATE), or the maximum legal interest provided by state law, which fee will be added to the outstanding amount due every thirty (30) days thereafter until final payment is made. In the event that Lessee has directed that the lease charges hereunder be billed to another person or organization, and the payment is not made by such person or organization within the terms specified, Lessee shall, promptly upon receiving notice of non-payment, pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.

27: If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms or conditions hereof or if any execution or writ or process of law shall be issued in any action against the Lessee, whereby the Lessor's Equipment might be taken or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter in to any agreement or compromise with creditors, or if Lessor shall deem Lessee insecure, Lessor may immediately take repossession of its Equipment without any court order or any other process of law and may enter upon any premises where said Equipment may be and remove the same with or without notice of its intention to do so, without liability therefore.

HOLD HARMLESS

28: Lessee shall fully indemnify, hold harmless and defend Lessor, its employees and agents from and against each and every claim, demand, cause of action, cost, expense (including but not limited to attorney's fees and expenses incurred in defense of Lessor), damage or loss in connection therewith, which may be asserted by Lessee, Lessee's employee or agents, subcontractors, or any third parties (including utility companies, municipal or governmental entities), on account of personal injury, death, damage, injury, destruction, loss of use of property, incidental or consequential damages, caused by, incidental to, or arising out of the erection, dismantling and removal of Equipment during the Lease Period, including but not limited to the placement of stakes and support poles in light of potential underground hazards such as underground cables, pipes, conduits, lines, etc.

WARRANTIES

29: No representation, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to the contract or the Equipment except as expressly provided herein. This contract together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modifications of this contract must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Lessee and the charges therefor may be made orally by the parties. In the event of any breach of this agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the amounts paid by Lessee. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.

FORCE MAJEURE

30: Lessor will not be deemed in default of this agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any Act of God (as defined herein), accident, act of government, labor disturbances, shortages of material, supplies or utilities, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the control of Lessor.

31: Lessor's rights and remedies hereunder or by law shall be cumulative and exclusive and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to strictly enforce any provisions of this agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance of its obligation herein set forth.

AUTHORIZED SIGNATURE

32: Any person executing this agreement on behalf of a corporation or organization warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or organization shall be bound thereby. I have read, understand and agree to the above terms and conditions.

Name: _____ Title: _____ Date: ____/____/____

AFTER HOURS / EMERGENCY Contact Numbers
504-782-8368 (phone or text)
OR
504-780-8368 (phone or text)



Coastal Environmental Services Agreement

63209 Highway 434
Lacombe, LA 70445

Phone: 985-781-3171
Fax: 985-882-1340

Customer Information

Account Name: Mandeville Family Reunion LLC	Service Address: 2400 Lakeshore Dr	City: Mandeville
State: Louisiana	Zip Code: 70448	Apt, Suite, Bldg (optional):
Customer Contact Name: Susan Brady	Customer Phone No:	Customer Email:

Is Billing Address different?
Yes

Billing Address:	Billing Address City: Mandeville	Billing Address State: LA
Billing Address Zip Code: 70448	Apt, Suite, Bldg (optional):	

Service Information

Existing account?

	<p>Special Notes for Delivery Temp service for the weekend Please have the dumpster delivered on May 27 and picked up no later than Monday, May 30 I will try and get a placement picture</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Effective Date of Contract 05/27/2022</p>	<p>Requested Delivery Date 05/27/2022</p>
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Services

Service	Qty	Total Monthly Rate	Freq	Extra Lift
6 Yard Slant	1	\$80.00	1 x Month	

Summary of Charges



Coastal Environmental Services Agreement

63209 Highway 434
Lacombe, LA 70445

Phone: 985-781-3171
Fax: 985-882-1340

Total Monthly Rate. \$80.00	One Time Delivery fee \$75	One Time Casters/Lock Fee N/A	Exchange by Customer Request	Extra Pickup by Request
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A handwritten signature in black ink, appearing to be the initials "JB" or similar, is located in the lower right quadrant of the page.



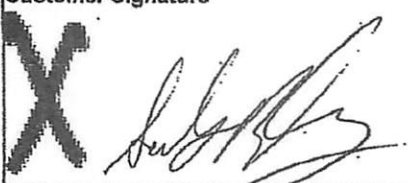

Coastal Environmental Services Agreement

63209 Highway 434
Lacombe, LA 70445

Phone: 985-781-3171
Fax: 985-882-1340

Payment Terms and Signatures

Payment Terms:
The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: 30 Days - Net 10**
State and local taxes, governmental franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

Account Name Mandeville Family Reunion LLC	Contractor Coastal Environmental Services of LA, LLC
Customer Name Susan Brady	Business Account Representative Dalyce Burvant
Customer Signature 	Business Account Representative Signature 
Title Secretary / Manager	Business Account Representative Email dalyce.burvant@ces-la.com
Date 04/01/2022	Title Business Account Representative
	Date 04/01/2022



Coastal Environmental Services Agreement

63209 Highway 434
Lacombe, LA 70445

Phone: 985-781-3171
Fax: 985-882-1340

Terms and Conditions

1. Term.

The term of this Service Agreement (this "Agreement") shall be for (select below)

Term of Service Agreement (Months)

Month to Month

from the Effective Date and shall be automatically renewed for (select below) months

Automatic Renewal (Months)

0

thereafter unless either party shall give written notice of termination, by Certified Mail, to the other party at least sixty (60) days but not more than one hundred eighty (180) days prior to the termination of the initial term of the then current renewal term.

2. Services.

Coastal Environmental Services (CES) shall provide Customer with the waste collection, transportation and disposal services for Customer's waste, refuse and other recyclable materials. Customer grants to CES the exclusive right to provide such services to Customer. The Customer hereby agrees to grant CES the right to enter upon its property to the extent necessary to perform the aforescribed services. Customer represents and warrants that it has no existing agreements with other companies or entities for the provision of such services, and hereby agrees to hold CES harmless from any claims, losses or damages resulting from any actions regarding any preexisting contracts

3. Service Fees.

Customer shall pay CES monthly service fees in accordance with the "Schedule of Charges" set forth in this Agreement and the invoices delivered to Customer, as such amounts may be adjusted and additional charges assessed from time to time pursuant to section 4b below. Payment is due in full on the receipt of the invoice. Customer shall pay CES for additional services performed by CES that are not specifically set forth in this Agreement, in accordance with the terms of this agreement. A Customer's account is past due if it has not been paid within thirty (30) days from the invoice date. CES may, at its sole discretion, assess a



Coastal Environmental Services Agreement

63209 Highway 434
Lacombe, LA 70445

Phone: 985-781-3171
Fax: 985-882-1340

monthly finance charge not to exceed the maximum interest rate allowed by law on all past due accounts and charge administrative fees or other charges representing costs CES incurs in connection with past due accounts. In the event that the Customer fails to timely pay its invoice, CES may terminate this Agreement or suspend services until the Customer's account has been paid in full and is in good standing.

4. Rate Adjustments.

a. **Change in Service.** The parties agree that the type or frequency of service may be changed during the term of this Agreement without affecting the validity of this Agreement and that such change shall become a part of this Agreement. In the event the Customer requests any additional services or a change in the type or frequency of service, the service fees charged by CES will be adjusted and Customer agrees to pay the adjusted service fees. Upon agreement of the adjusted service fees, such modification shall become a part of this Agreement.

b. **Rate Increases.** Customer agrees that CES may either proportionately increase the service fees here under or add additional surcharges to adjust for any increase to CES in disposal, fuel and environmental costs; any increases in transportation costs due to changes in location of the disposal facility; for increases in the Consumer Price Index; increases in the average weight per container yard of the Customer's Waste Materials (CES initial assumption is that the Customer's Waste Material does not exceed 8lbs per cubic yard), increased costs due to uncontrollable circumstances, including without limitation, changes in local, state or federal laws or regulations imposition of taxes, fees or other governmental charges assessed against or passed through to CES (excluding income or real property taxes) and acts of God such as floods, fires, terrorist acts, etc. Payment of such increased service fees or additional surcharges shall not be withheld by the Customer. Increases in the service fees or additional surcharges for reasons other than set forth above requires the consent of the Customer which may be demonstrated verbally, in writing or by the actions and practices of the parties.

5. Relocation of Business.

In the event Customer relocates its business to another area serviced by CES, Customer shall notify CES and such relocation will not affect the validity of this Agreement, as long as, CES agrees to continue service to Customer.



Coastal Environmental Services Agreement

63209 Highway 434
Lacombe, LA 70445

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6. Waste Materials.

Customer represents and warrants that the materials placed in the equipment shall be "Waste Material" as defined herein and shall contain no other substances. The term Waste Material as used in these Terms and Conditions shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not be limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. CES shall acquire title to the Waste Material when it is loaded into the CES trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless CES from and against any and all damages, penalties, fine and liabilities resulting from or arising out of such waste excluded above.

7. Equipment.

Customer acknowledges and agrees that all Equipment furnished hereunder by CES shall remain the property of CES. The word "Equipment" as used herein shall mean all containers used for the storage of Waste Material including stationary compaction units, stationary baling units, Waste Material loading devices, tanks, tankers, and such other on-site devices as may be specified on the face of this Agreement. CES reserves the right to substitute the Equipment for similar Equipment at any time during the term of this Agreement.

8. Driveways and Pavement Damage.

Customer warrants that any right of way provided by Customer for CES Equipment location to the most convenient public way is sufficient to bear the weight of all of CES's Equipment and vehicles reasonably required to perform the service herein contracted. CES shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonable necessary to perform the services herein contracted and Customer assumes all liabilities for damage to pavement or road surface.

9. Breach and Damages.

a. Breach.

Customer will be considered in breach of this Agreement if it: (1) fails to pay services fees as set forth in this Agreement; (2) Customer attempts to terminate this Agreement without prior written notice as set forth in

GENERAL INFORMATION (continued)

AGENCY CUSTOMER ID: 00015113

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)

16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?				Y/N
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?				
LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)	
18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?				
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?				
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?				
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?				
22. DOES THE BUSINESS'S PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?				

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SIGNATURE

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully) presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree). *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation). *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may) include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances (be) present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HEREBY REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER
	4/2/2022	



Coastal Environmental Services Agreement

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this Agreement; (3) and/or Customer fails to comply with any of its obligations set forth in this Agreement. Customer shall provide CES with written notice of any problem which it believes constitutes a failure by CES to fully perform its obligations under this Agreement. CES will be considered in Breach of this Agreement if CES does not cure the problem in ten (10) business days after receiving such notice. Where CES determines in its reasonable judgement does not constitute a failure by CES to perform its obligations, or where such problem is beyond CES's reasonable control, CES shall not be obligated to cure such problem and this Agreement shall remain in full force and effect. CES shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with the performance or non-performance of this Agreement.

b. Liquidated Damages.

In the event Customer terminates this Agreement prior to its expiration date other than as a result of a breach by CES or if CES terminates this Agreement for Customer's breach, including nonpayment, Customer agrees to pay to CES as liquidated damages a sum calculated as follows: (1) if the remaining term under this Agreement is six or more months, Customer shall pay an average of its three previous monthly charges multiplied by six; or (2) if the remaining term under this Agreement is less than six months, Customer shall pay an average of its three previous monthly charges multiplied by the number of months remaining in the term. Customer acknowledges that in the event of an unauthorized termination of this Agreement, the anticipated loss to CES would be difficult to calculate; however, the liquidated damages estimated in the amount set forth in the foregoing provision is reasonable and is not imposed as a penalty. In the event Customer fails to pay CES all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and CES refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by CES as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

c. Waiver.

The failure of CES to exercise any right to terminate this Agreement and/or collect damages against Customer for any breach of this Agreement will not constitute a waiver of any of CES's rights under this Agreement.

10. Miscellaneous.

a. This Agreement shall be governed in all aspects by the laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof.

b. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective



Coastal Environmental Services Agreement

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subsidiaries, successors and assigns. CES may assign its obligations and rights under this Agreement without the consent of the Customer. Customer may not assign its obligations or rights under this Agreement without the prior written consent of CES.

c. In the event CES is successful in enforcing the terms and conditions of this Agreement against Customer, then the Customer shall pay CES's reasonable attorney's fees, collection fees and costs.

d. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder (other than an obligation to pay money) due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get to container, fires, and acts of God and such failure shall not constitute a default under the Agreement.

e. This Agreement represents the entire Agreement between the parties and supersedes any, and all other Agreements, whether written or oral, that may exist between the parties and if any one or more of the provisions contained in this Agreement is, for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and all other provisions shall remain in full force and effect.

Customer has read all of the
Items covered in the Terms
and Conditions of this
Agreement. (Customer
Initials)

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 KREWE OF EVE
Name of Authorized Representative VALERIE DUPONT Non-Profit/Tax-Exempt # _____
Mailing Address _____
City MANDEVILLE State LA Zip 70470-0967
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? YES NO

Name of Event: KREWE OF EVE PARADE
Date(s) of Event: Day FRIDAY Date 2/2/24 Time 7PM Rain Dates(s) 2/5/24
Event Location: STREETS OF MANDEVILLE

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

Description/Purpose of Event PARADE Estimated Attendance 20,000+

EVENT DETAILS - Check all that apply: MARDI GRAS

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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7	Will food be distributed, prepared or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input checked="" 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
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Mandeville, LA 70448



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12	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
13	Will there be security staff?	<input 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: Valerie A. Dupont
Printed Name: VALERIE A. DUPONT
Organization Represented: KREWE OF EVE
Office Held PRESIDENT Date 2-28-2023

Please email completed application to acasborne@cityofmandeville.com.

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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(985) 624-3147 or 624-3127
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 3/10/23

Certificate of Insurance? YES NO

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>26,000</u>	<u>AC</u>
Fire District #4	<u>8</u>	<u>AC</u>
Public Works	<u>9,250</u>	<u>AC</u>
TOTAL COSTS	<u>\$35,650</u>	

Recommendation of Special Events Committee:

Resume purchase of barricades (5-10 per year)?
Waver of Police & Public Works

Approved:

L. Clay Madden

Mayor Clay Madden

3-20-23

Date

City Council Approval

Alcohol Permit:

Yes No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

Yes No

Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

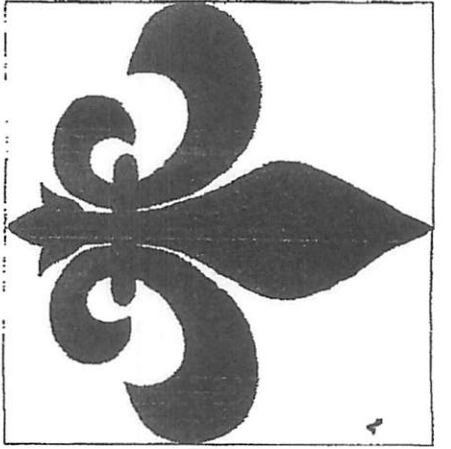
Rick Richard, Chief of Police

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:

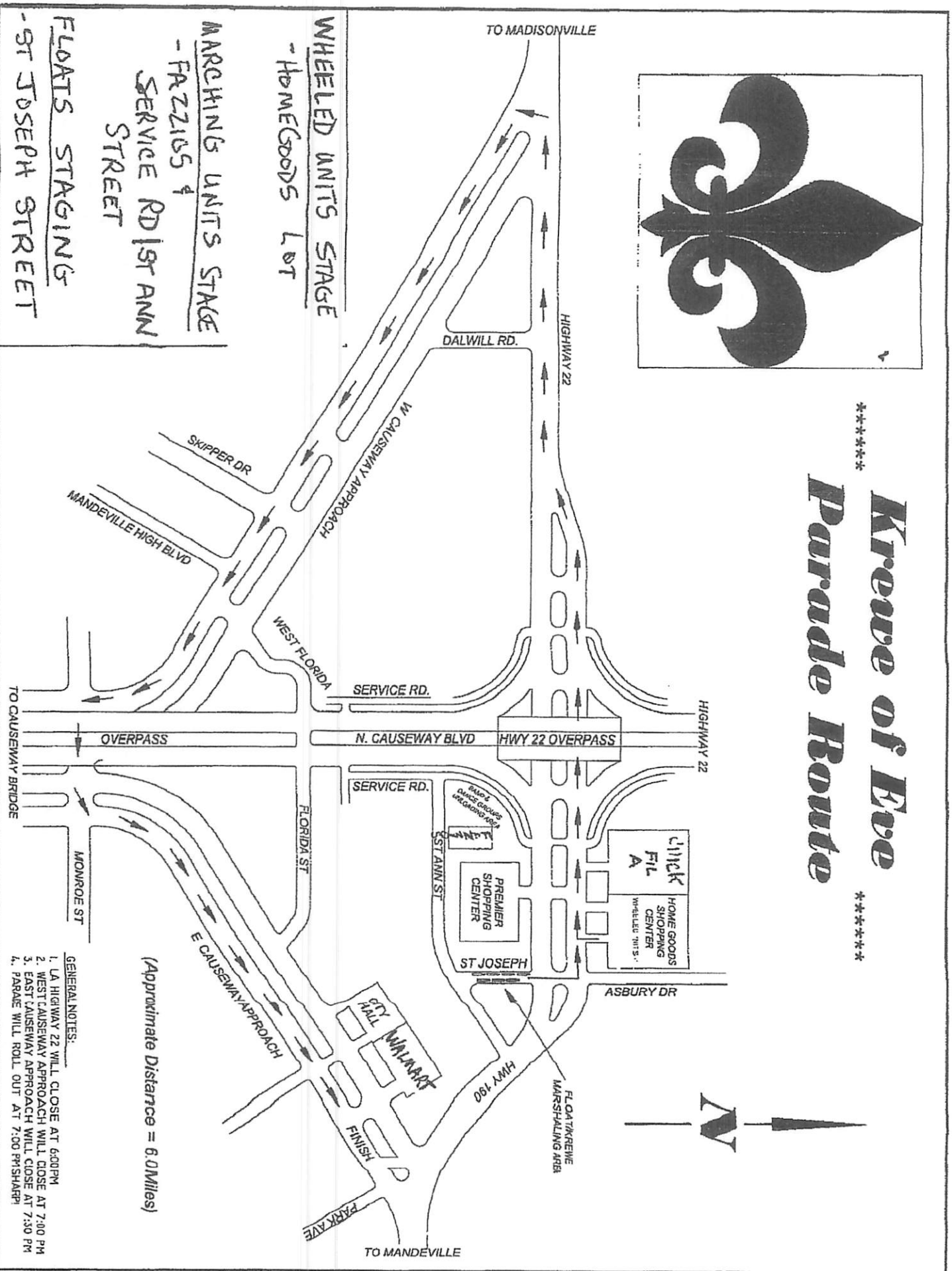
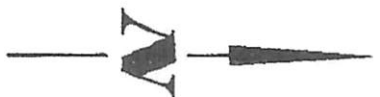
- FRIDAY - FEB 2, 2024
1. Beginning and end time of event: 7PM - 11PM
 2. Location of event: CITY OF MANDEVILLE STREETS
 3. Will the event take place on a public roadway? YES NO
 4. Are you requesting public streets be blocked off? YES NO
 5. Are you requesting that Police be present during the event? 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?
KREWE OF EVE PARADE
VALERIE DUPONT 985-966-3340
 9. Will alcoholic beverages be present? YES NO
 10. Expected number of people at event? 20,000+

Please return completed form to Asst Chief Ron Ruple.



Krewe of Eve

Parade Route



WHEELED UNITS STAGE
 - Home Goods Lot

MARCHING UNITS STAGE
 - FAZZIUS &
 SERVICE RD | ST ANN
 STREET

FLOATS STAGING
 - ST JOSEPH STREET

(Approximate Distance = 6.0 Miles)

- GENERAL NOTES:
1. LA HIGHWAY 22 WILL CLOSE AT 6:00 PM
 2. WEST CAUSEWAY APPROACH WILL CLOSE AT 7:30 PM
 3. EAST CAUSEWAY APPROACH WILL CLOSE AT 7:30 PM
 4. PARADE WILL ROLL OUT AT 7:00 PM (SHARP)

**SECTION 00650
CHANGE ORDER**

No. 01

Date of Issuance: _____ Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: C202209201
Contract: Wastewater Treatment Plant Sludge Removal	Date of Contract: 11/1/2022
Contractor: Synagro South, LLC.	Engineer's Project No.: 2021-02

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

Description:

This change order will allow the Contractor to remove approximately 1530 dry tons of sand at the current contract unit price. The sand wall was constructed to hold the original baffle curtains in the middle of Cell #1. The baffle curtains were previously removed from cell #1 and the remaining 5-ft. sand wall will cause solids to build up in the middle of the pond. The amount of sand was not measurable during the initial survey due to the quantity of solids in the pond. The buildup of solids in the middle of Cell #1 will lead to short circuiting and future treatment reduction

Attachments (list documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,406,175.000

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

\$ N/A

Original Contract Times: Working days Calendar days

Substantial completion (days or date): April 30, 2023

Ready for final payment (days or date): May 30, 2023

[Increase] [Decrease] from previously approved Change Orders:

N/A

Contract Price prior to this Change Order:

\$1,406,175.000

Contract Times prior to this Change Order:

Substantial completion (days or date): April 30, 2023

Ready for final payment (days or date): May 30, 2023

Increase of this Change Order:

\$ 750,000.00

Increase of this Change Order:

Substantial completion (days or date): June 30, 2023

Ready for final payment (days or date): July 30, 2023

Contract Price incorporating this Change Order:

\$2,156,175.00

Contract Times with all approved Change Orders:

Substantial completion (days or date): June 30, 2023

Ready for final payment (days or date): July 30, 2023

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Project: Wastewater Treatment Plant Sludge Removal
Budget Department: SEWER
Budget Amount: \$1,645,500
Approval for: Change Order 1
Contract Increase: \$750,000.00
Budget Adjustment Needed (Y/N): Yes, on 4/13/23 agenda
Councilmember Sponsor: Danielson

Change Order Scope:

This change order will allow the Contractor to remove approximately 1530 dry tons of sand at the current contract unit price. A sand wall was constructed to hold the original baffle curtains in the middle of Pond #1. The baffle curtains were previously removed from Pond #1 and the remaining 5-ft. sand wall will cause solids to build up in the middle of the pond. The amount of sand was not measurable during the initial survey due to the quantity of solids in the pond. The buildup of solids in the middle of Pond #1 will lead to short circuiting and future treatment reduction if not removed.

Project Scope:

The Work generally includes removal and disposal of biosolids from the 3 cell treatment facility, including dewatering the biosolids and hauling the biosolids to an offsite location for dumping.

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

RESOLUTION NO. 23-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BID FOR THE NEIGHBORHOODS DECK REPLACEMENT
PROJECT NO. 100.21.016 AND AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH THE APPARENT LOWEST RESPONSIVE AND
RESPONSIBLE BIDDER M & J CIVIL CONSTRUCTION, LLC; AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Mandeville advertised for bids for the Neighborwoods Deck Replacement Project No. 100.21.016. The project consists of removing and replacing the decking and handrails of the existing Neighborwoods decks, including incidental repairs to the substructure of the deck where needed; and

WHEREAS, on March 29, 2023, the City received five (5) bids for the Neighborwoods Deck Replacement Project The City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS, Digital Engineering & Imaging, Inc. has reviewed the bids on the above referenced project. The lowest responsive and responsible bidder was M & J Civil Construction, LLC LA Lic. #73986. Based upon the Revised Statutes that the City operates under, Digital Engineering & Imaging, Inc recommends awarding the contract to M & J Civil Construction, LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 13th day of April, 2023 acting pursuant to the recommendation of Digital Engineering & Imaging, Inc. that the base bid in the amount of \$253,799.25 be accepted from M & J Civil Construction, LLC.

BE IT FURTHER RESOLVED, that the City Council of the City of Mandeville hereby authorizes the Mayor to execute a contract between the City of Mandeville and M & J Civil Construction, LLC. LA Lic. #73986, attached hereto and made a part of this resolution hereto.

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

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

and the Resolution was declared adopted this ___th day of April, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Project: Neighborwoods Deck Replacement

Budget Department: GENERAL GOVERNMENT

Budget Amount: FY '22 - \$486,564

Award for: Lowest Responsive Bidder for Contract in the amount of \$253,799.25

Contract Increase/Decrease: N/A

Budget Adjustment Needed (Y/N): NO

Councilmember Sponsor: Bush

Award Scope:

The award scope of work includes: Awarding a contract to the lowest responsive bidder, which was **M & J Civil Construction, LLC** at **\$253,799.25**. The lowest bid was within 7% of the engineer's estimate. This bid is also within the City's budget; therefore, it is recommended to be accepted.

Project Scope:

Project consists of removing and replacing the decking and handrails of the existing Neighborwoods decks, including incidental repairs to the substructure of the deck where needed.



DIGITAL ENGINEERING & IMAGING, INC.

March 30, 2023

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

Re: Neighborwoods Deck Replacement Project
City Project No. 100.21.016
Recommendation of Award

Dear Mr. LaGrange,

On Wednesday, March 29, 2023, bids for the above referenced project were received and read aloud in the Council Chambers. Five (5) bids were received. The results were tabulated and reviewed and are presented in the attached spreadsheet.

Digital Engineering & Imaging, Inc. recommends award of the bid to the lowest responsive and responsible bidder, M & J Civil Construction, LLC (LA Lic. #73986). The amount of the lowest responsive bid is \$253,799.25, which is 7% below the Engineer's Estimate. All documents of the low bid (attached) appear to be in order, and the required post-bid documents were received in a timely manner.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink that reads 'Victoria Jaye'.

Victoria Jaye, P.E.
Project Engineer

Attachments: Bid Tabulation, Required Bid Documents

**City of Mandeville
Neighborhoods Deck Replacement**

**Bid Opening - March 29, 2023
BID TABULATION**

NON-RESPONSIVE

Engineer's Estimate: \$272,501.96

Bid Bond
Addenda (3)
Signing Authority

		D.L. Daigle & Co., LLC (39034)	Gill's Crane & Dozer Service, Inc. (30077)	Lakeshore Roofing & Construction (55803)*	M & J Civil Construction, LLC (73986)	Valor Contracting, LLC (71885)**							
		2233 Piedmont Street Kenner, LA 70062	116 Marlin Drive Slidell, LA 70461	P.O. Box 946 Ponchatoula, LA 70454	303 Shady Oak Lane Mandeville, LA 70471	3525 N. Causeway Blvd. Metairie, LA 70002							
		Yes	Yes	Yes	Yes	Yes							
		Yes	Yes	Yes	Yes	Yes							
		Yes	Yes	Yes	Yes	Yes							
REF. NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	Lump Sum	\$23,600.00	\$23,600.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$44,500.00	\$44,500.00
2	Remove and Replace Information Kiosks	1	Lump Sum	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
3	Remove and Replace Decking	11,353	Board Foot	\$16.00	\$181,648.00	\$25.00	\$283,825.00	\$22.00	\$249,766.00	\$13.25	\$150,427.25	\$14.00	\$158,942.00
4	Remove and Replace Handrail	963	Linear Foot	\$29.00	\$27,927.00	\$40.00	\$38,520.00	\$35.00	\$33,705.00	\$15.00	\$14,445.00	\$45.00	\$43,335.00
5	2" x 8" Timber Joist	384	Board Foot	\$8.00	\$3,072.00	\$3.50	\$1,344.00	\$40.00	\$15,360.00	\$12.00	\$4,608.00	\$15.00	\$5,760.00
6	2" x 12" Timber Beam	80	Board Foot	\$20.00	\$1,600.00	\$5.00	\$400.00	\$50.00	\$4,000.00	\$13.00	\$1,040.00	\$26.00	\$2,080.00
7	FEMA 2" x 4" Handrail	952	Linear Foot	\$6.50	\$6,188.00	\$2.50	\$2,380.00	\$65.00	\$61,880.00	\$10.00	\$9,520.00	\$7.00	\$6,664.00
8	FEMA 2" x 6" Top Rail	276	Linear Foot	\$8.00	\$2,208.00	\$3.00	\$828.00	\$25.00	\$6,900.00	\$9.00	\$2,484.00	\$8.00	\$2,208.00
9	FEMA 4" x 4" Rail Post (8' Long)	20	Each	\$172.00	\$3,440.00	\$30.00	\$600.00	\$25.00	\$500.00	\$50.00	\$1,000.00	\$85.00	\$1,700.00
10	FEMA 2" x 8" Deck Frame (16' Long)	16	Each	\$185.00	\$2,960.00	\$63.00	\$1,008.00	\$75.00	\$1,200.00	\$150.00	\$2,400.00	\$240.00	\$3,840.00
11	FEMA 6" x 6" Structural Post (8' Long)	2	Each	\$685.00	\$1,370.00	\$105.00	\$210.00	\$200.00	\$400.00	\$500.00	\$1,000.00	\$400.00	\$800.00
12	FEMA Decking	3,500	Board Foot	\$16.00	\$56,000.00	\$20.00	\$70,000.00	\$65.00	\$227,500.00	\$13.25	\$46,375.00	\$14.00	\$49,000.00
13	Concrete Footing for 6" x 6" Post	7	Each	\$300.00	\$2,100.00	\$100.00	\$700.00	\$2,000.00	\$14,000.00	\$500.00	\$3,500.00	\$300.00	\$2,100.00
TOTAL BASE BID					\$312,713.00		\$431,315.00		\$645,211.00		\$253,799.25		\$323,929.00

* Bid deemed non-responsive due to not using the bid form in Addendum No. 3.
**There is a mathematical error on the bid form. This bid tabulation has the correct Total Base Bid amount.

SECTION 00 05 20

AGREEMENT

THIS AGREEMENT is by and between _____ City of Mandeville _____ (“Owner”) and
_____ M & J Civil Construction, LLC _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The Work of this Contract consists of removing and replacing the decking and handrails of the existing Neighborwoods decks, including incidental repairs to the substructure of the deck where needed.

ARTICLE 2 – THE PROJECT

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

Neighborwoods Deck Replacement
City Project No. 100.21.016
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. After a 30 day assembly period, the Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with

Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

- A. For all Work required to complete the project, a lump sum of: \$253,799.25

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 05 20-1 to 00 05 20-8, inclusive).

2. Performance bond (pages 00 06 10-1 to 00 06 10-2, inclusive).
 3. Payment bond (pages 00 06 10-3 to 00 06 10-5, inclusive).
 4. General Conditions (pages 00 07 00-1 to 00 07 00-61, inclusive).
 5. Supplementary Conditions (pages 00 08 00-1 to 00 08 00-12, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 8 sheets with each sheet bearing the following general title: Neighborhoods Deck Replacement.
 8. (Not used.)
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

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

10.06 *Termination for Cause*

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

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

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

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

10.10 *Taxes and Licenses*

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

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

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

OWNER:

CONTRACTOR

City of Mandeville

By: _____

By: _____

Title: Mayor

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Digital Engineering

Chase Center, 3500 Highway 190, Suite 201

Mandeville, LA 70471

License No.: _____

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

RESOLUTION NO. 23-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE RESOLUTION
RECOGNIZING CONTRIBUTIONS OF THE OLD MANDEVILLE HISTORIC
ASSOCIATION'S MOTHER'S DAY HOME TOURS.**

WHEREAS, the Old Mandeville Historic Association was formed to recognize and preserve the cultural and historic heritage of the City of Mandeville; and

WHEREAS, the Old Mandeville Historic Association has, through the efforts of its volunteer members, raised the awareness of citizens and visitors alike through the continued preservation and restoration of the Jean Baptiste Lang House, an early example of the classic Creole Cottage style in the City of Mandeville; and

WHEREAS, each year the annual Mother's Day Home Tour showcases examples of the diverse architectural styles gracing our historic district, bringing numerous visitors to experience the charm and character of the Old Town; and

WHEREAS, 2023 represents the fourteenth year of annual Mother's Day Home Tour;

NOW, THEREFORE, BE IT RESOLVED, that the Mandeville City Council, in regular session assembled on this the 13th day of April, 2023, hereby proclaims that Mother's Day Sunday, the 14th of May, 2023 be recognized as Old Mandeville Historic Association Day in honor of the ongoing contributions to preserve and protect the historic, cultural, and architectural legacy 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 13th day of April, 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. 23-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT EXTENDING THE 1990 SALES TAX ENHANCEMENT PLAN AS SUBSEQUENTLY AMENDED TO PROVIDE FOR GROWTH MANAGEMENT AND REVENUE SHARING WITH THE ST. TAMMANY PARISH SALES TAX DISTRICT NUMBER 3 AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

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

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

WHEREAS, the Parties have previously entered into a Sales Tax Enhancement Plan dated effective September 20, 1990, as amended by (i) An Agreement Amending the 1990 Sales Tax Enhancement Plan to Provide for Growth Management and Revenue Sharing dated effective March 27, 2003, and (ii) the 2012 Amendment to the 1990 Sales Tax Enhancement Plan dated effective July 27, 2012 (collectively, the “Original Agreement”), under the terms and conditions found therein; and

WHEREAS, the Parish and City have identified a need to amend the Original Agreement and extend the term until December 31, 2023; and

WHEREAS, the Original Agreement is amended to address the change in boundaries of the map as reflective of multi-year negotiations between Madisonville, Mandeville and the Parish from which the area west from Bigner off Hwy 22 to the Tchefuncte River has been included as part of the Madisonville Sales Tax District.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions as hereinafter set forth, the parties agree to amend the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mandeville City Council that the Mayor is hereby authorized to execute the Agreement for the Amendment to the 1990 sales tax Enhancement Plan to Provide for Growth Management and Revenue Sharing, attached hereto and made a part hereof as if set out in full, by and between The City of Mandeville and St. Tammany Parish Government individually and as a governing authority of Sales Tax District

Number 3 of the Parish of St. Tammany.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

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

Kristine Scherer
Clerk of Council

Rick Danielson
City Council Chairman



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

-  Major Roads
-  Streets
-  Annexations
-  Hydrology
- Mandeville GMA**
-  Infill Area 1
-  Infill Area 2
-  Priority 1
-  Priority 2
-  Growth Management

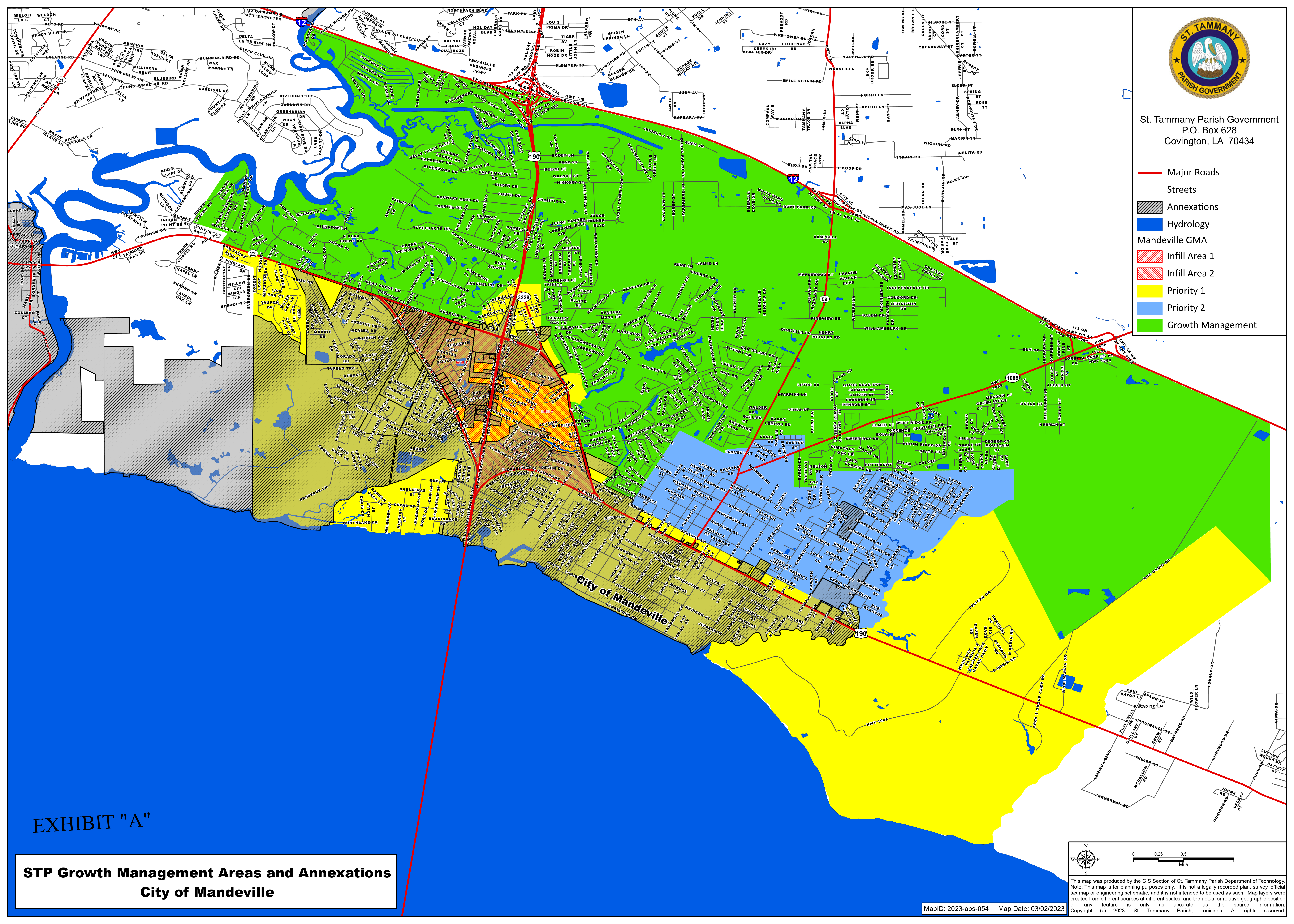
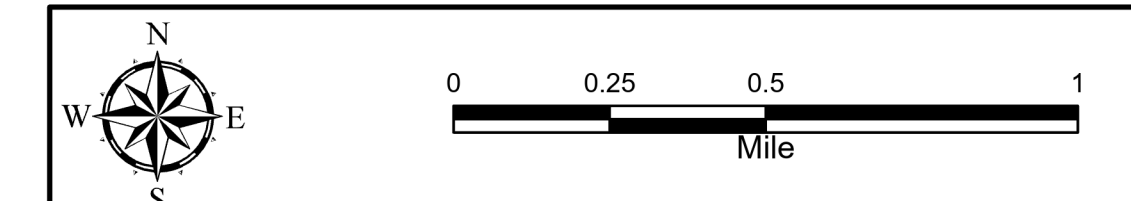


EXHIBIT "A"

**STP Growth Management Areas and Annexations
City of Mandeville**



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

MapID: 2023-aps-054 Map Date: 03/02/2023

**2023 SUPPLEMENTAL AND AMENDING GROWTH MANAGEMENT AND
REVENUE SHARING AGREEMENT SUPPLEMENTING AND AMENDING THE 1990
SALES TAX ENHANCEMENT PLAN
(City of Mandeville)**

This 2023 Supplemental and Amending Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan (hereinafter referred to as “Amendment”), is entered into this ___ day of _____, 2023 by and between:

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

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

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

WITNESSETH

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

WHEREAS, the Parties have previously entered into a Sales Tax Enhancement Plan dated effective September 20, 1990, as amended by (i) An Agreement Amending the 1990 Sales Tax Enhancement Plan to Provide for Growth Management and Revenue Sharing dated effective March 27, 2003, and (ii) the 2012 Amendment to the 1990 Sales Tax Enhancement Plan dated effective July 27, 2012 (collectively, the “Original Agreement”), under the terms and conditions found therein; and

WHEREAS, the Parish and City have identified a need to amend the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions as hereinafter set forth, the parties agree as follows:

1. Recitals:

The foregoing recitals are hereby incorporated into the body of this Amendment as if fully rewritten and restated herein.

2. Amendments:

2.1 The Original Agreement is amended to restate Exhibits “A”, “B”, “C”, and “D”, to reflect modifications to the Annexation Areas defined in the Original Agreement and to provide an effective date for the distribution of STD#3 sales tax proceeds, as follows:

ARTICLE 2. Annexation Areas and Growth Management Area Defined

The Annexation Areas defined in Article 2 of the Original Agreement are hereby amended and restated as reflected in the revised Exhibits “A”, “B”, “C”, and “D” which are attached hereto and made part of this Supplemental and Amending Growth Management and Revenue Sharing Agreement Supplementing and Amending the 1990 Sales Tax Enhancement Plan.

Amendments to the defined Annexation Areas as more particularly described on restated and revised Exhibits “A”, “B”, “C”, and “D” attached hereto and made part of this Amendment shall become effective on July 1, 2023.

2.2 The Original Agreement is further amended to extend the Term of the Original Agreement, as follows:

Article 14. Term

The term of the Original Agreement set to expire on March 26, 2023, and shall shall be extended to December 31, 2023.

3. Miscellaneous:

- 3.1 Agreement Remains in Effect. All other terms and conditions of the Original Agreement shall remain unchanged except as specifically modified above.
- 3.2 Defined Terms. Capitalized terms that are not otherwise defined in this Amendment shall have the meanings given to them in the Original Agreement.
- 3.3 Entire Agreement. This Amendment contains the entire agreement between the parties pertaining to the subject matter hereof and completely supersedes all prior written and oral agreements and understandings between the parties pertaining to its subject matter.
- 3.4 Applicable Law. This Amendment will be governed by and construed in accordance with the laws of the State of Louisiana without regard to conflict of laws principles. The parties consent and agree to the exclusive jurisdiction and venue of the 22nd Judicial District Court, St. Tammany Parish, Louisiana, for any action under this Amendment.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
SIGNATURE PAGE TO FOLLOW**

THUS DONE AND SIGNED in multiple original counterparts, to be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one in the same instrument.

WITNESSES:

**ST. TAMMANY PARISH
GOVERNMENT, individually and as the
governing authority of SALES TAX
DISTRICT NO. 3 OF THE PARISH OF
ST. TAMMANY**

BY: _____
Michael B. Cooper
Parish President

WITNESSES:

CITY OF MANDEVILLE

BY: _____
Clay Madden
Mayor

EXHIBIT “B”

Annexation Area One - Legal Description

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

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

EXHIBIT "C"

Annexation Area Two - Legal Description

A Commencing at a Point of Beginning being the northernmost corner of Section 43, T8S R12E; thence,

B. Proceed in a north and easterly direction along southeast section line of Section 44, T8S R12E to the southeast corner of said section; thence,

C. Proceed in a northerly direction along the eastern section line of Section 44, T8S R12E to the northeast corner of said section; thence,

D. Proceed in an westerly direction along the northern section line of Section 44, T8S R12E and Section 55, T8S R11E to the northwest corner of Section 55; thence,

E. Proceed in a southerly direction along the western section line of Section 55, T8S R11E to the north section line of Section 12, T8S R11E; thence,

F. Proceed in a westerly direction along the north section line of Section 12, T8S R11E to a point on the western boundary of Airfield Subdivision; thence,

G. Proceed in a northerly direction along the western boundary of Airfield Subdivision to the intersection of said boundary and LA 1088; thence,

H. Proceed in an easterly direction along LA 1088 to the intersection of LA 1088 and the eastern boundary of Briarwood Terrace Subdivision; thence,

I. Proceed in a northerly direction along eastern boundary of Briarwood Terrace Subdivision to the northeast corner of said subdivision; thence,

J. Proceed in a westerly direction along the northern boundary of Briarwood Terrace to the northwest corner of said subdivision; thence,

K. Proceed in a southerly direction along the western boundary of Briarwood Terrace Subdivision to the intersection of said boundary and Surgi Drive; thence,

L. Proceed in a westerly direction along Surgi Drive to the intersection of Surgi Drive and LA 59; thence,

M Proceed in a southerly direction along LA 59 to the intersection of LA 59 and the southernmost boundary of Hunters' Glen Subdivision; thence,

N. Proceed in a westerly direction along the southern boundary of Hunters' Glen Subdivision (extended) to the eastern boundary of Greenleaves Subdivision; thence,

O. Proceed in a southerly direction along the eastern boundary of Greenleaves Subdivision and Tanglewood II Subdivision, to the southeast corner of Tanglewood II; thence,

P. Proceed in an easterly direction along Orleans Street (extended) to the intersection of Orleans Street and Jackson Street; thence,

Q. Proceed in a northerly direction along Jackson Street to the intersection of Jackson Street and America Street (extended); thence,

R. Proceed in an easterly direction along America Street to the intersection of America Street and Atalin Street; thence,

S. Proceed in a southerly direction along Atalin Street to the intersection of Atalin Street and Orleans Street (extended); thence,

T. Proceed in an easterly direction along Orleans Street (extended) to the intersection of Orleans Street and Rapatel Street; thence,

U. Proceed in a northerly direction along Rapatel Street to the intersection of Rapatel Street and America Street; thence,

V. Proceed in an easterly direction along America Street to the intersection of America Street and the northeast corner of Castine Point Subdivision Street; thence,

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

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

EXHIBIT "D"

Growth Management Area - Legal Description

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

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

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

ORDINANCE NO. 23-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING AND ADOPTING THE PAY SCALE OF THE MANDEVILLE POLICE EMPLOYEES' CIVIL SERVICE SYSTEM AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council must approve changes to police employees' pay scales and related pay items by ordinance; and

WHEREAS, the City Council desires to adopt the amended pay scale for the Municipal Police Employees' Civil Service system to include the position of Dispatch Supervisor; and

WHEREAS the City of Mandeville's Municipal Police Employees' Civil Service Board has adopted the job classification, position description, and pay scale on March 21, 2023; and

NOW, THEREFORE BE IT ORDAINED that the City Council of the City of Mandeville that the pay plan format be amended as set forth in "Exhibit A".

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts the amended pay plan as set forth in "Exhibit A" ordinance to be effective upon signature of the Mayor.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

SUBMITTAL TO MAYOR

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

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

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

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

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

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

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

CLERK OF COUNCIL

City of Mandeville
Proposed Pay Matrix - Municipal Police Employees

Functional Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
Assistant Chief	36.93	37.67	38.42	39.19	39.97	40.77	41.59	42.42	43.27	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74	53.80	54.87	55.97	57.09	58.23	59.40
Captain	33.33	33.99	34.67	35.37	36.07	36.80	37.53	38.28	39.05	39.83	40.63	41.44	42.27	43.11	43.97	44.85	45.75	46.67	47.60	48.55	49.52	50.51	51.52	52.55	53.60
Chief, Evidence	18.96	18.79	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Chief, Police	16.26	16.58	16.91	17.25	17.60	17.95	18.31	18.67	19.05	19.43	19.82	20.21	20.62	21.03	21.45	21.88	22.32	22.76	23.22	23.68	24.16	24.64	25.13	25.63	26.15
Dispatcher	20.20	20.60	21.01	21.43	21.86	22.30	22.74	23.20	23.66	24.14	24.62	25.11	25.61	26.12	26.65	27.18	27.72	28.28	28.84	29.42	30.01	30.61	31.22	31.85	32.48
Dispatch Supervisor	22.20	22.64	23.10	23.56	24.03	24.51	25.00	25.50	26.01	26.53	27.06	27.60	28.15	28.72	29.29	29.88	30.48	31.09	31.71	32.34	32.99	33.65	34.32	35.01	35.71
Facilities/Fleet Manager	15.70	16.02	16.34	16.67	17.00	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14	21.56	21.99	22.43	22.88	23.34	23.80	24.28	24.77	25.26
Human Resources Assistant	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	27.00	27.54	28.09	28.65	29.22	29.81	30.40	31.01	31.63	32.26	32.91	33.57	34.24	34.92	35.62	36.33
Human Resources Director	38.64	39.42	40.20	41.01	41.83	42.66	43.52	44.39	45.28	46.18	47.11	48.05	49.01	49.99	50.99	52.01	53.05	54.11	55.19	56.30	57.42	58.57	59.74	60.94	62.15
Information Technology Manager	39.25	40.03	40.83	41.65	42.48	43.33	44.20	45.08	45.98	46.90	47.84	48.80	49.77	50.77	51.78	52.82	53.88	54.95	56.05	57.17	58.32	59.48	60.67	61.89	63.13
Lieutenant	18.92	18.88	19.46	30.05	30.65	31.26	31.89	32.53	33.18	33.84	34.52	35.21	35.91	36.63	37.36	38.11	38.87	39.65	40.44	41.25	42.08	42.92	43.78	44.65	45.55
Officer	22.20	22.64	23.09	23.56	24.03	24.51	25.00	25.50	26.01	26.53	27.06	27.60	28.15	28.71	29.29	29.87	30.47	31.08	31.70	32.34	32.98	33.64	34.32	35.00	35.70
Secretary, Police	19.09	19.48	19.87	20.26	20.67	21.08	21.50	21.93	22.37	22.82	23.28	23.74	24.22	24.70	25.19	25.70	26.21	26.74	27.27	27.82	28.37	28.94	29.52	30.11	30.71
Sergeant	25.81	26.32	26.85	27.39	27.94	28.49	29.06	29.65	30.24	30.84	31.46	32.09	32.73	33.39	34.05	34.73	35.43	36.14	36.86	37.60	38.35	39.12	39.90	40.70	41.51

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

ORDINANCE NO. 23-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND AND REORDAIN CHAPTER 6 SECTIONS 6.7F(3) PRICES FOR CRYPTS AND NICHES IN THE MAUSOLEUM OF THE MANDEVILLE CODE OF ORDINANCES AND AMENDING APPENDIX C OF THE CODE OF ORDINANCES AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City Council establishes the rules and regulations governing the sale of cemetery plots and the maintenance and control of the Mandeville cemetery; and

WHEREAS, the City Administration desires to amend the pricing for crypts and niches in the mausoleum; and

WHEREAS, the City Council desires to amend the Code of Ordinances, Appendix C, which serves as a Fee and Fine Schedule set forth in the Code of Ordinances; and

WHEREAS the City Council of Mandeville desires to modify the following section of the City of Mandeville Code of Ordinances to delete references to specific fees and incorporate the revised Appendix C, exhibit A, as part of the text:

Section 6-7 F (3)

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

Sec. 6-7 Administrative procedures

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

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

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

Tier A	\$7,350.00
Tier B	\$4,450.00
Tier C	\$4,325.00
Tier D	\$4,075.00
True Companion/In & Over	
Tier A	\$7,350.00
Tier B	\$7,950.00
Tier C	\$7,750.00
Tier D	\$6,950.00
Side by Side Singles	
Tier A	\$7,550.00
Tier B	\$8,150.00
Tier C	\$7,950.00
Tier D	\$7,150.00
Level	
Tier A	\$1,150.00
Tier B	\$1,250.00
Tier C	\$1,350.00
Tier D	\$1,350.00
Tier E	\$1,250.00
Tier F	\$1,150.00
Tier G	\$950.00
Tier H	\$950.00

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

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

AYES: 0
NAY: 0
ABSTENTIONS:0
ABSENT:0

and the ordinance was declared adopted this ____th Day of April 2023

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

APPENDIX C. CITY OF MANDEVILLE FEES & FINES

DIVISION 1.

GENERAL PROVISIONS

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

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

DIVISION 2.

ADMINISTRATION

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

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

DIVISION 3.

ALCOHOLIC BEVERAGES

Section 3.3 Permits required; schedule of permits and fees.

- (1) *Manufacturers*: Five hundred dollars (\$500.00) for each establishment in the city.
- (2) *Wholesalers*.
 - a. Wholesalers dealing in high alcoholic content beverages: Five hundred dollars (\$500.00) for each place of business in the city.
 - b. Wholesalers dealing in low alcoholic content beverages: One hundred dollars (\$100.00) for each place of business in the city.
- (3) *Retailers*.
 - (a) Operation of an outlet for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class A.
 - (b) Operation of an outlet for low content alcoholic beverages for each place of business in the city: Thirty-five dollars (\$35.00). Class A.
 - (c) Operation of a package house for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class B.
 - (d) Operation of a package house for low content alcoholic beverages for each place of business in the city: Twenty-five dollars (\$25.00). Class B.

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

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

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

Sec. 3-16. Renewal of permits.

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

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

- (1) Violations of subsection (b) of Section 3-20 of the City of Mandeville Code of Ordinances shall be fined as follows:
 - a. on the first offense two hundred dollars (\$200.00),
 - b. on the second offense five hundred dollars (\$500.00),
 - c. and upon the third or subsequent offense shall be fined five hundred dollars (\$500.00) plus suffer the revocation of his permit to sell intoxicating, spirituous, vinous or malt liquors.
- (2) Violations of subsection (c) of the City of Mandeville Code of Ordinances shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than ten (10) days or both.
- (3) Provided, that any offense under Section 3-20 of the City of Mandeville Code of Ordinances committed more than three (3) years prior to the commission of the crime for which the defendant is being tried shall not be considered in the assessment of penalties hereunder.

DIVISION 6.

CEMETERY

Sec. 6-7. Administrative procedures

(1) *Burial permit:*

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

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

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

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

Singles/Main	
Tier A	\$5,950.00
Tier B	6,750.00
Tier C	6,450.00
Tier D	5,450.00

Single Modified Couch	
Tier A	\$6,350.00
Tier B	7,150.00
Tier C	6,850.00
Tier D	5,850.00

True Companion/In & Over	
Tier A	\$11,700.00
Tier B	13,300.00
Tier C	12,700.00
Tier D	10,700.00

Side-by-Side Singles	
Tier A	\$11,900.00
Tier B	13,500.00
Tier C	12,900.00
Tier D	10,900.00

NICHES

Level	Price
Tier A	\$2,300.00
Tier B	2,400.00
Tier C	2,500.00
Tier D	2,500.00
Tier E	2,400.00
Tier F	2,300.00
Tier G	2,000.00
Tier H	1,900.00

COMPANION NICHES

Level	Price
Tier A	\$4,600.00
Tier B	4,800.00
Tier C	5,000.00
Tier D	5,000.00
Tier E	4,800.00
Tier F	4,600.00
Tier G	4,000.00
Tier H	3,800.00

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

DIVISION 8

FIRE PREVENTION AND PROTECTION

Sec. 8-24. Penalty for False Alarms.

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

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

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

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

DIVISION 8.5

FOOD AND FOOD SERVICE ESTABLISHMENTS

Sec. 8.5-7. - Violations and penalty.

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

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

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

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

DIVISION 9

HEALTH AND SANITATION

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

- (b) Each removal of an item or items from a residential subdivision residence location or a single family residence location shall constitute a separate violation of this section. Unauthorized persons removing materials or bins other than those persons designated above shall be fined as follows:
 - (1) *first conviction of violation of this section*: twenty-five dollars (\$25.00) for each violation.
 - (2) *second conviction of violation of this section*: one hundred dollars (\$100.00) for each violation.
 - (3) *third and subsequent convictions of violation of this section*: two hundred fifty dollars (\$250.00) for each such violation.

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

- (1) *Monthly Service Charges*: The City of Mandeville shall levy, bill and collect a monthly garbage/trash service charge
 - (a) *Occupied dwelling, residence, and apartment*: seventeen dollars and eighteen cents (\$17.18) per month, broken down as solid waste at twelve dollars and eighty cents (\$12.80) and recycling at four dollars and thirty-eight cents (\$4.38), for each occupied dwelling, residence and apartment.

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

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

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

DIVISION 10

MOTOR VEHICLES AND TRAFFIC

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

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

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

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

Sec. 10-99. - Penalty for violation.

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

DIVISION 11

OFFENSES AND MISCELLANEOUS PROVISIONS

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

(1)	Copies—Black and white	\$ 0.50	Per page
(2)	Copies—Color	1.00	Per page
(3)	Pre-produced/standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(4)	Custom/non-standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(5)	CD/DVD reproduction	15.00	0-1 Hour
		20.00	1-2 hours
		25.00	2-3 hours
		30.00	3-5 hours

		35.00	5-6 hours
(6)	Document transcription (at the then prevailing customary court reporter rate; plus any additional funds needed)	250.00	Deposit
(7)	After-hours review and copying: If the amount of documents or records requested is too vast to reasonably & timely review, count and copy during normal working hours, the party making the request must contact the legal department to schedule a time and place for such after-hour review. There shall be a maximum three-hour after-work-hours appointment at the cost of two hundred fifty dollars (\$250.00) per appointment in order for the party to view the requested documents at city hall. Each after-hour review shall be deemed separate for the purpose of payment. During such review(s), the party may designate a list of documents to be copied, and the city will prepare the documents and provide the requested documents as per law.		
(8)	It is specifically determined by the city that any document or material transferred to any media (i.e. such as more than one map transferred to digital CD or DVD media), then each document transferred shall be considered as separate items. For example, three (3) one-page documents transferred to a CD shall be considered as three (3) pages at fifty cents (\$0.50) plus fifteen dollars (\$15.00). The requesting party shall be responsible to pay the cost of each document transferred and the hereinabove scheduled cost of the applicable media used.		

GIS Map Duplicate Request Fee Schedule

Paper Size	Price	Additional Copies
(A) 8.5"x11"	\$5.00	\$1.00
(B) 11x17	\$10.00	\$2.00
(C) 18x24 (Bond Paper)	\$20.00	\$5.00
(D) 24x36 (Bond Paper)	\$25.00	\$10.00
(E) 36x36 (Bond Paper)	\$35.00	\$15.00
36X44 (Bond Paper)	\$40.00	\$20.00
36x48 (Bond Paper)	\$45.00	\$25.00
36x72 (Bond Paper)	\$50.00	\$30.00

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

Digital GIS Data Feature Count With Pricing:

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

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

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

Sec. 11-83.8. - False alarms prohibited.

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

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

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

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

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

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

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

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

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

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

DIVISION 13

STREETS, SIDEWALKS AND PUBLIC PLACES

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

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

(4) *Penalties.* Whomever shall violate this section shall be fined one hundred dollars (\$100.00) per day for each day the vessel remains in the Harbor Wharfage Area beyond the current mooring period or imprisoned for not more than ten (10) days, or both, for each violation. Each day that such a condition continues shall be regarded as a new and separate violation.

DIVISION 14

TAXATION AND FINANCE

Sec. 14-3. - Same—Amount

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

Sec. 14-7. - Same—Amount.

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

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

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

Sec. 14-11. - Low alcohol tax.

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

Sec. 14-20. - License fees.

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

Sec. 14-36. - Imposition of taxes.

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

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

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

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

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

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

(c) *Delinquent Payment:*

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

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

(a) *Chain Store License Tax Schedule:*

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

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

(b) Delinquency Penalty

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

Sec. 14-108. - Penalties.

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

DIVISION 15

TOBACCO AND TOBACCO PRODUCTS

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

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

Sec. 15-7. - Renewal of permits.

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

DIVISION 16

VEHICLES FOR HIRE

Sec. 16.5. - Fee for permit.

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

DIVISION 17
WATERS AND SEWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 18

BOARDS, COMMITTEES & COMMISSION

DIVISION 19

PLANNING & DEVELOPMENT (COMPREHENSIVE LAND USE REGULATION ORDINANCE)

CLURO 1.9.5. Penalty

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

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

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

4.3.2.4. Application and Fee.

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

4.3.4.2. Fees for Filing Appeals and Variance Requests.

Type of Fee	Cost
Appeal to the Zoning Commission Fee	\$25.00

Variance Request Fee	\$75.00
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4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.

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

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

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

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

Reinspection Fees

Number of Reinspection	Fee / Penalty
1 st Reinspection	\$40.00
2 nd Reinspection	\$80.00
3 rd Reinspection	\$120.00
4 th Reinspection	\$240.00
5 th Reinspection	Citation and "stop work" order issued

5.2.5.4. Sewer and Water Impact Fees.

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

5.2.5.5. Water and Sewer Connections Fees.

1. Water Connection Fees:

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

2. Sewer Connection Fees:

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

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

5.5. FEES FOR BUILDING PERMIT APPLICATIONS.

5.5.1 General Structure of Fees for Development Permits for Buildings	
If estimated construction cost is less than \$5,000.00	\$40.00 for each required inspection
Plan Review Fee for all Building Permits	10% of the building permit fee
5.5.2. Fees for Development Permits.	
Minimum Permit Fee	\$40.00
Single, 2-family, and townhome dwellings	multiply the under-beam square footage of the construction by thirty (\$0.30) cents
Commercial, multi-family, and combined use structures	multiply the under-beam square footage of the construction by thirty-five (\$0.35) cents
Demolition	\$100 plus \$500 streets bond
Moving Building	\$100 plus \$500 streets bond
5.5.3. Required Building Permit Fees for Minor Remodeling and Renovation.	
Minor Remodel/ Renovation requiring electrical wiring, plumbing or structural change	\$40.00 per required inspection
5.5.5. Required Fees for Tree and Shrub Removal Permits for Other Than R-1, R-1X and R-2 Districts.	
Landscape installations and tree and shrub removal	\$40.00
Minimum Permit Fee	\$40.00
5.5.6. Required Fee for Clearing Permit.	
Clearing permit	\$50.00
Inspection of site clearing work	\$50.00
5.5.7 Required Fees for Single- and Two-Family Residential Accessory Use Permits.	
Accessory structure for single and two family residential use	\$40.00
Accessory structures such as, but not limited to pools, fences, or masonry walls; storage buildings and detached structures; fixed or movable marquees and awnings	\$40,00 per required inspection
5.5.8. Required Fees for Electrical, Mechanical, Plumbing, and Fuel Gas Permits and Inspections.	
Electrical, mechanical, plumbing, and fuel gas permits	\$40 for inspection plus \$2.00 for each fixture, circuit, combustion producing device, device utilizing a chimney or duct, or any other separate fixture, fitting, or system requiring inspection.
5.5.9. Fees for Public Improvement Permits.	

Electrical Sign	\$10.00		\$20.00 per face	\$0.50 per SF	\$40.00		
Non-Electrical Sign	\$10.00		\$15.00 per face	\$0.50 per SF	\$40.00		
Temporary Sign	\$10.00		\$10.00 per face	\$0.50 per SF	\$40.00		
Street Banner Sign	\$10.00	\$15.00			\$40.00		
Billboard	\$10.00				\$40.00	\$100.00 per face	\$50.00 per face
Mural	\$10.00	\$25.00			\$40.00		

10.10 Licensing of Contractors

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

12.4.1. [Subdivision application and associated fees.]

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

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

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

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

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

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

4. Minor Subdivisions/Resubdivisions (No Utilities).

Application Fee	\$300.00
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DIVISION 20
MAYOR'S COURT

(1) Fines:

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

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

(2) Fees & Costs

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