

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
Clerk, Evidence	18.36	18.73	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
Clerk, 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	20.50	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
Assistant Human Resources	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	26.99	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	56.05	57.17	58.32	59.48	60.67	61.89
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
Leutenant	28.32	28.88	29.46	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

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

RESOLUTION NO. 23-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE HURRICANE IDA NRCS DRAINAGE CANAL CLEANING CONTRACT, CITY PROJECT NO. 211.23.006 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER GRILLOT CONSTRUCTION, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City of Mandeville advertised for bids for the Hurricane Ida NRCS Drainage Canal Cleaning Contract, City Project No. 211.23.006. The project consists of removing and disposing fallen trees, vegetation, rubbish, and debris deposited into 16 drainage canals by Hurricane Ida in various locations across the City of Mandeville; and

WHEREAS the City received eight (8) bids for the Hurricane Ida NRCS Drainage Canal Cleaning Contract. 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., as the design professional, has reviewed the bid on the above referenced project. The lowest bidder was Grillot Construction, LLC (La. Lic. #38908). Based upon the Revised Statutes that the City operates under, Digital Engineering recommends awarding the contract to Grillot Construction, LLC; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of April 2023 acting pursuant to the recommendation of Digital Engineering & Imaging, Inc, that the base bid in the amount of \$628,902.00 be accepted from Grillot 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 Grillot Construction, LLC, attached hereto and made a part of this resolution hereto.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

April 13, 2023

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

Re: Hurricane Ida NRCS Drainage Canal Cleaning
City Project No.: 211.23.006
Recommendation of Award

Dear Mr. LaGrange,

On Wednesday, April 5, 2023, bids for the above referenced project were received and read aloud in the Council Chambers. Eight (8) 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, Grillot Construction, LLC (LA License #38908). The amount of the lowest responsive bid is \$628,902.00, which is 24% 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 black ink, appearing to read 'D. LeBreton, Jr.', is written over a faint, illegible stamp or background.

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

Attachments: Bid Tabulation, Required Bid Documents

CITY OF MANDEVILLE
 HURRICANE IDA NRC'S DRAINAGE CANAL CLEANING
 PROJECT NUMBER: 21123.006

TABULATION OF BIDS

DATE OF BID: APRIL 5, 2023

Engineer: Digital Engineering & Imaging, Inc. Engineer's Cost Opinion: \$830,195.00		Apeck Construction, LLC License: 27239	B&K Construction Co., LLC License: 12069	Ceres Environmental Services, Inc. License: 45210	Chem Spray South, Inc. License: 21017	DRC Emergency Services, LLC License: 46198	Grillot Construction, LLC License: 38908	Quality First Construction, LLC License: 57911	Spinks Construction Inc. License: 16084										
Tabulation of Base Bid Items																			
Item #	Bid Item	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	GARDEN AVENUE OUTFALL DEBRIS REMOVAL	1050	LF	\$28.08	\$ 29,484.00	\$28.00	\$ 29,400.00	\$21.69	\$ 22,774.50	\$16.00	\$ 16,800.00	\$66.00	\$ 69,300.00	\$18.00	\$ 18,900.00	\$37.06	\$ 38,913.00	\$22.00	\$ 23,100.00
2	WOODRIDGE CHATEAU DITCH DEBRIS REMOVAL	400	LF	\$28.08	\$ 11,232.00	\$35.00	\$ 14,000.00	\$21.69	\$ 8,676.00	\$16.00	\$ 6,400.00	\$66.00	\$ 26,400.00	\$18.00	\$ 7,200.00	\$37.06	\$ 14,824.00	\$22.00	\$ 8,800.00
3	WOODSTONE GARDEN - DORADO OUTFALL DEBRIS REMOVAL	25	LF	\$28.08	\$ 702.00	\$160.00	\$ 4,000.00	\$21.69	\$ 542.25	\$80.00	\$ 2,000.00	\$66.00	\$ 1,650.00	\$18.00	\$ 450.00	\$37.06	\$ 926.50	\$25.00	\$ 625.00
4	TUPELO TRACE DITCH DEBRIS REMOVAL	1390	LF	\$28.08	\$ 39,031.20	\$32.00	\$ 44,160.00	\$21.69	\$ 30,149.10	\$16.00	\$ 46,012.00	\$125.00	\$ 396,625.00	\$18.00	\$ 51,786.00	\$49.11	\$ 141,289.47	\$22.00	\$ 63,291.00
5	SANCTUARY MAIN DITCH DEBRIS REMOVAL	2877	LF	\$28.08	\$ 80,786.16	\$30.00	\$ 86,310.00	\$21.69	\$ 62,402.13	\$16.00	\$ 22,240.00	\$125.00	\$ 173,750.00	\$18.00	\$ 25,020.00	\$49.11	\$ 68,262.90	\$22.00	\$ 30,580.00
6	SANCTUARY DITCH 1 DEBRIS REMOVAL	937	LF	\$28.08	\$ 26,310.96	\$33.00	\$ 30,921.00	\$21.69	\$ 20,323.53	\$16.00	\$ 14,992.00	\$125.00	\$ 117,125.00	\$18.00	\$ 16,866.00	\$49.11	\$ 31,921.50	\$22.00	\$ 14,300.00
7	FONTAINELEAU DITCH DEBRIS REMOVAL	650	LF	\$28.08	\$ 18,252.00	\$36.00	\$ 23,400.00	\$21.69	\$ 14,098.50	\$16.00	\$ 10,400.00	\$125.00	\$ 81,250.00	\$18.00	\$ 11,700.00	\$49.11	\$ 46,016.07	\$21.00	\$ 19,677.00
8	CRYSTAL LAKE DITCH DEBRIS REMOVAL	1112	LF	\$28.08	\$ 31,224.96	\$36.00	\$ 40,032.00	\$21.69	\$ 24,119.28	\$16.00	\$ 17,792.00	\$66.00	\$ 73,392.00	\$18.00	\$ 20,016.00	\$37.06	\$ 41,210.72	\$22.00	\$ 24,464.00
9	BAYOU CHINCHUBA DEBRIS REMOVAL	13034	LF	\$28.08	\$ 365,994.72	\$24.00	\$ 312,816.00	\$21.69	\$ 282,707.46	\$23.98	\$ 312,555.32	\$68.00	\$ 886,312.00	\$18.00	\$ 234,612.00	\$21.64	\$ 282,055.76	\$24.00	\$ 312,816.00
10	OLD GOLDEN SHORES DEBRIS REMOVAL	2644	LF	\$28.08	\$ 74,243.52	\$32.00	\$ 84,608.00	\$21.69	\$ 57,348.36	\$16.00	\$ 42,304.00	\$125.00	\$ 330,500.00	\$18.00	\$ 47,592.00	\$49.11	\$ 129,846.81	\$22.00	\$ 58,168.00
11	GALVEZ CANAL DEBRIS REMOVAL	700	LF	\$28.08	\$ 19,656.00	\$32.00	\$ 22,400.00	\$21.69	\$ 15,183.00	\$16.00	\$ 11,200.00	\$68.00	\$ 47,600.00	\$18.00	\$ 12,600.00	\$21.64	\$ 15,148.00	\$21.00	\$ 14,700.00
12	RAVINE AUX COQUILLE DEBRIS REMOVAL	1712	LF	\$28.08	\$ 48,072.96	\$32.00	\$ 54,784.00	\$21.69	\$ 37,133.28	\$18.92	\$ 32,391.04	\$68.00	\$ 116,416.00	\$18.00	\$ 30,816.00	\$21.64	\$ 37,047.68	\$22.00	\$ 37,664.00
13	EAST FORK RAVINE AUX COQUILLE DEBRIS REMOVAL	1753	LF	\$28.08	\$ 49,224.24	\$32.00	\$ 56,096.00	\$21.69	\$ 38,022.57	\$20.00	\$ 35,000.00	\$68.00	\$ 119,204.00	\$18.00	\$ 31,554.00	\$21.64	\$ 37,934.92	\$21.00	\$ 36,813.00
14	ST TAMMANY TRACE CANAL DEBRIS REMOVAL	900	LF	\$28.08	\$ 25,272.00	\$27.00	\$ 24,300.00	\$21.69	\$ 19,521.00	\$16.00	\$ 14,400.00	\$66.00	\$ 59,400.00	\$18.00	\$ 16,200.00	\$37.06	\$ 33,344.00	\$21.00	\$ 18,900.00
15	LITTLE BAYOU CASTINE DEBRIS REMOVAL	4455	LF	\$28.08	\$ 125,096.40	\$24.00	\$ 106,920.00	\$21.69	\$ 96,628.95	\$20.12	\$ 89,634.60	\$68.00	\$ 302,940.00	\$18.00	\$ 80,190.00	\$21.64	\$ 96,406.20	\$22.00	\$ 98,010.00
16	ATALIN AND ALBERT DITCH DEBRIS REMOVAL	1300	LF	\$28.08	\$ 36,504.00	\$33.00	\$ 42,900.00	\$21.69	\$ 28,197.00	\$16.00	\$ 20,800.00	\$125.00	\$ 162,500.00	\$18.00	\$ 23,400.00	\$49.11	\$ 63,843.00	\$21.00	\$ 27,300.00
TABULATION SUMMARY																			
TOTAL: BASE BID				\$ 981,087.02		\$ 977,367.60		\$ 787,826.91		\$ 655,000.96		\$ 2,927,344.00		\$ 628,902.00		\$ 1,873,608.56	**	\$ 759,211.00	

NOTE: Highlighted cells (gray shade) indicate mathematical errors which did not have an effect on the apparent low bid
 ** Bidder's true total is \$7,920.00 more than \$781,291.00 which was read at bid opening and shown on the LA Uniform Public Work Bid Form.

Digital Engineering & Imaging, Inc.
 By: David G. LeBreton, Jr., P.E., PTOE, PTP



SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between _____ City of Mandeville _____ (“Owner”) and
_____ Grillot 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 drainage canal cleaning throughout the City of Mandeville. The Work generally involves the removal and disposal of fallen trees, fallen vegetation, rubbish, and debris deposited into 16 drainage canals by Hurricane Ida in various locations across the City of Mandeville.

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:

Hurricane Ida NRCS Drainage Canal Cleaning
City Project No. 211.23.006
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. The Work will be substantially completed within 90 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 120 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: \$ 628,902.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (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 26 sheets with each sheet bearing the following general title:
Hurricane Ida NRCS Drainage Canal Cleaning.
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 _____

3500 Highway 190, Suite 201 _____

Mandeville, LA 70471 _____

License No.: _____

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

ORDINANCE NO. 23-14

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 22-18, THE OPERATING BUDGET OF THE CITY
OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

WHEREAS, an amendment to the Operating Budget adopted for fiscal year 2022-2023, Ordinance Number 22-18, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2022-2023 City of Mandeville Operating Budget; and

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

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

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

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

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

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

Kristina Scherer

Rick Danielson

Budget Amendment #5		Current	Proposed	Revised
Ordinance #23-14		Budget	Change	Budget

General Fund

Revenue				
10000-30600	Student Resource Officer	483,873.00	215,000.00	698,873.00
10000-31400	Interest Income	-	50,000.00	50,000.00
10000-34600	Emergency Income	5,000,000.00	(3,000,000.00)	2,000,000.00
10000-34601	Elevation Income	10,000.00	153,500.00	163,500.00
			<u>(2,581,500.00)</u>	

Expenditures				
10100-43500	Planning & Development	874,616.00	450,000.00	1,324,616.00
10100-49901	Elevation Expense	100,000.00	153,500.00	253,500.00
10100-49900	Emergency Expense	-	380,000.00	380,000.00
10120-43000	Office Supplies	3,000.00	1,000.00	4,000.00
10120-47000	Vehicle Maintenance	15,000.00	10,000.00	25,000.00
10120-48000	Sand Asphalt & Gravel	20,000.00	5,000.00	25,000.00
			<u>999,500.00</u>	

Enterprise Fund

Revenue				
20000-31400	Interest Income	-	115,000.00	115,000.00
			<u>115,000.00</u>	

Expenses				
20211-42100	Membership Dues & Subs.	2,000.00	500.00	2,500.00
20211-47100	Equipment Maint. & Service	8,000.00	10,000.00	18,000.00
20211-48300	Testing	8,000.00	8,000.00	16,000.00
20212-47000	Vehicle Maintenance	15,000.00	5,000.00	20,000.00
20212-47100	Equipment Maint. & Service	15,000.00	5,000.00	20,000.00
20212-47700	Small Tools & Supplies	8,000.00	2,500.00	10,500.00
			<u>31,000.00</u>	

Tax Collector Fund

Revenue				
30000-31400	Interest Income		6,000.00	6,000.00
			<u>6,000.00</u>	

Sales Tax Fund

Revenue				
40000-31400	Interest Income	-	3,500.00	3,500.00
			<u>3,500.00</u>	

Budget Amendment #5
Ordinance #23-14

Current Budget	Proposed Change	Revised Budget
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Special Sales Tax Fund

Revenue

50000-31400	Interest Income	-	450,000.00	
			450,000.00	450,000.00

Reserve Fund

Revenue

51000-31400	Interest Income	-	6,500.00	
			6,500.00	6,500.00

Sinking Fund

Revenue

52000-31400	Interest Income	-	2,500.00	
			2,500.00	2,500.00

District 3 Fund

Revenue

60000-31400	Interest Income	-	4,500.00	
			4,500.00	4,500.00

Street Construction Fund

Revenue

50000-31400	Interest Income	-	85,000.00	
			85,000.00	85,000.00

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

ORDINANCE NO. 23-15

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

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

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

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

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

Budget Amendment #6
Ordinance #23-15

Current
Budget

Proposed
Change

Revised
Budget

Street Construction Fund

Expenditures

70000-49000 Construction-Streets (700.21.010)

9,435,000.00

(568,344.00)
(568,344.00)

8,866,656.00