



INTEROFFICE MEMO

**TO: Kristine Scherer
Kathleen Sides**

FROM: Alia Casborné

DATE: January 17, 2024

SUBJECT: Special Events Application Recommendations

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

Old Golden Gras – Neighborhood Block Party

Applicant: Shawn Perret

Date/Time: Sunday, February 4, 2024 – 12:00 – 7:00 p.m.

Rain Date: None

Location: Copal Street (between Cindy Lou and Live Oak) Old Golden Shores

Approval Requests:

- Street Closure (see attached map)
- Police Detail

Contingencies:

- Certificate of Liability naming the City of Mandeville an additional insured.
- Police Detail

Chopped Restaurant Eve Tailgate Event – Southern Belle Mobile Bar

Applicant: Lisa Southern

Date/Time: Friday, February 2, 2024 – 4pm – 11pm

Rain Date: None

Location: 3847 Hwy 22 – Setup on the sidewalk in front of the Restaurant

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit

Contingencies:

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

Grant's Gift Foundation - Crawfish Cooking for a Cause

Applicant: Donna Jenkins/Michael DelaHoussaye

Date/Time: Saturday, April 13, 2024 – 8:00 a.m. – 8:00 p.m.

Rain Date: None

Location: Lakefront (between Jackson and Foy)

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit
- Police Detail

Contingencies:

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

Attachments



Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Old Golden Gras
 Name of Authorized Representative Shawn Perret Non-Profit/Tax-Exempt # _____
 Mailing Address 171 Live Oak St Claudine
 City Mandeville State LA Zip 70448
 Applicant Phone # _____ Alt. Phone # _____
 E-Mail schope@hotmail.com Application Fee Paid? YES NO

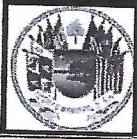
Name of Event: Old Golden Gras
 Date(s) of Event: Day Sunday Date 2/4/24 Time 12-7 Rain Dates(s) _____
 Event Location: Block of Copal st. between Cindy Lou / Live Oak
 Type of Event: New Recurring (4th year) Mar. inside
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: Block Party
 Description/Purpose of Event Neighborhood Block Party / Estimated Attendance 100

EVENT DETAILS - Check all that apply: w/ music / food trucks / Fun

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
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>1</u>	
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
10	Will there be canopies or tents?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have <u>inflatable</u> attractions, games or rides?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

(4)
(1) Austin Arteasa

Private Property



14	Do you plan to provide portable toilets? * See Guidelines* <i>Private Property</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will there be security staff? <i>(1)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16	Are you planning to have amplified sound? <i>Private Walls</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
18	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.

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: *Claudine Hope Perret*

Printed Name: Claudine Hope Perret

Organization Represented: Old Golden Shores

Office Held _____ Date 1/12/24

Please email completed application to acasborne@cityofmandeville.com.
Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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 1/12/24

Certificate of Insurance? YES _____ NO _____

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$350</u>	<u>AM</u>
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	_____

Recommendation of Special Events Committee:

Requesting one police Detail 12:00 - 7:00 p.m.

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No

Date Approved: _____

Old Golden Gras permit request, Sunday, February 12, 2023

Old Golden Gras (named after our neighborhood, Old Golden Shores) is a neighborhood block party that was started by our family in 2021, when Mardi Gras was cancelled. We wanted to give our friends and neighbors the spirit of Mardi Gras, in an outdoor setting. The first year was small, with two local bands playing in our driveway and a food truck by Creole Tomateaux in our neighbors' driveway. It was freezing cold, but our neighbors still came out in force to experience Mardi Gras and camaraderie.

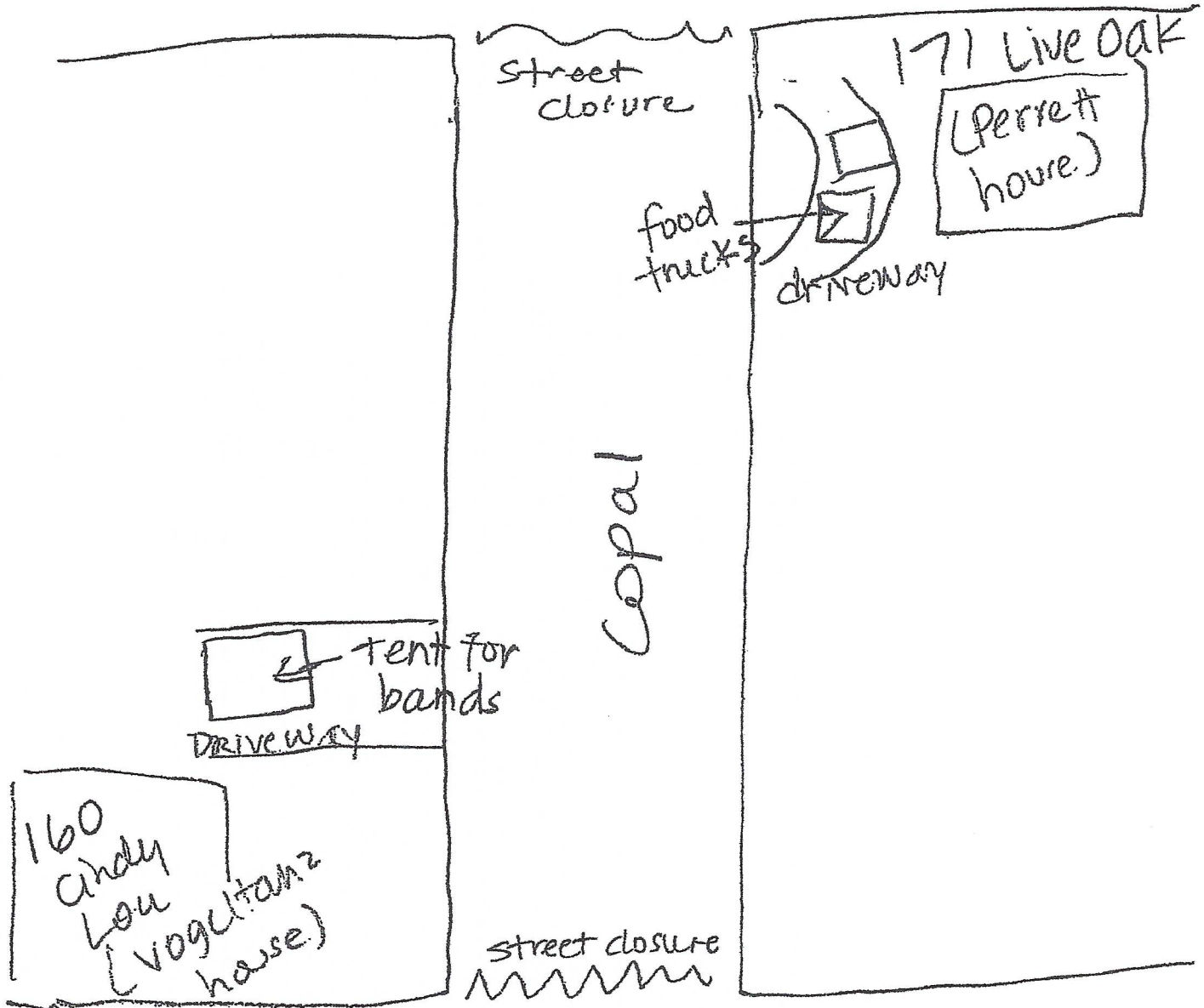
In 2022, we applied for and were granted a permit to close Copal Street between Cindy Lou Place and Live Oak Street, for the safety of our neighbors, so they and especially their children would not need to worry about traffic as they enjoyed the music and food. We added a third local band. It was a great success.

For the Third Annual Old Golden Gras, we are again requesting the same street closure of Copal Street between Cindy Lou and Live Oak between noon and 7:00pm. We will have the same location for bands and food trucks as in previous years, as shown on the site map (we will have a tent for the bands in our driveway, and the Perrets will have the food truck(s) in theirs). Just like last year, we will not be serving or selling any alcoholic beverages.

Thank you for considering our application.

Rachel Vogeltanz

Live Oak St.



Cindy Lou P1



Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Southern Mobile Bar
 Name of Authorized Representative Lisa Southern Non-Profit/Tax-Exempt # _____
 Mailing Address 421 Dorado Drive
 City Mandeville State LA Zip 70471
 Applicant Phone # 504-319-0386 Alt. Phone # _____
 E-Mail southernbellemobilebar@gmail.com Application Fee Paid? YES NO

Name of Event: Chopped Restaurant Eve Event
 Date(s) of Event: Day Friday Date / / Time 4:00-11:00 Rain Dates(s) N/A
 Event Location: 3847 Hwy 22, Mandeville, LA 70
 Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
 Description/Purpose of Event Mobile cash bar Estimated Attendance ~100

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2	Is the event open to the public?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting		
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Private
Property

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

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

INSURANCE/INDEMNITY

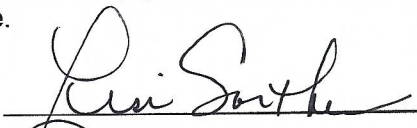
The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. Please indicate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

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

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

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

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

Signature 

Printed Name LISA Southern

Organization Southern Belle Mobile Bar

Title of Office owner Date 1-17-24

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

SPECIAL EVENTS DEPARTMENT USE ONLY

Any expenses required of the event organizer to be paid in advance at least 30 days prior to event date.
3880 E. Conventry Approach
Mandeville, LA 70448



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

Fee received Date 1/12/24

Certificate of _____ NO Insurance? YES

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

Recommendation of Special Events Committee:

Approved:

L. C. Madden

1-17-24

Mayor Clay Madden

Date

City Council Approval Alcohol

Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

SOUTHERN MIDDLE RIVER
Lisa Southern
(Mark Dupuy)



CITY OF MANDEVILLE

Mandeville Trailhead Market

FOLLOW

3101 E CAUSEWAY APPROACH
MANDEVILLE, LA 70448
+1 985-626-3144

Item 1		\$25.00
<hr/>		
Subtotal		\$25.00
Bank Fee	2.50 %	\$0.63
Order total		\$25.63

Total paid \$ 25⁶³

January 12, 2024 2:11 pm
Payment ID: RCGPNSDDQCC7R
Order ID: 5D2EKZ41HQVVM

Payment

	VISA 6956	\$25.63
	Order amount	\$25.63

[Show Details](#)

PAYMENT ID: RCGPNSDDQCC7R

View the Privacy Policies for
[Clover](#)

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

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

1. Liquor license to be issued to: Southern Belle Mobile Bar Southern Belle Mobile Bar
2. Legal name(s): Individual, Partners, or Corporation
Lisa Southern Belle Mobile, LLC
3. Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ / Restaurant ___ x
4. Business location address
421 Dorado Drive 421 Dorado Drive,
Mandeville, LA 70471 Telephone (504) 319-0386
504 319-0386
5. Mailing address
Same same
6. Contact
Person Lisa Southern Lisa Southern
Southern
Phone Number (504) 319-0386 E-Mail Address: southernbellemobilebar@gmail.com 504
319-0386 Fax Number ()
Web Address southernbellemobilebar.com

7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only)

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

A	Name	Manager/owner	Title	% Owned	SSN	% Owned
	<u>Lisa Southern</u>	<u>Southern Belle Mobile Bar</u>		<u>100%</u>	<u>437-251438</u>	<u>Lisa</u>

Resident Address 21 Dorado Drive Mandeville, LA 70471 (cell) 504-319-0386 Home Phone Number 4

B.	Name	Title	SSN	% Owned

Resident Address _____ City State Zip _____ Home Phone Number _____

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? _____ If yes: Name _____ Location: _____ no
11. Has applicant applied for state liquor license? _____ no
12. Has the applicant ever been denied a state or local liquor license? _____ no
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? _____
13. Is applicant the owner of the premises to be occupied? _____ If no, does applicant hold a^{no} bona fide written lease? _____ (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. _____
15. Describe the part of the building to be occupied by _____
business: _____ parking lot in front
16. Open date for this location _____
February 2, 2024
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform: _____ Mo
bile Bartending Services

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

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

Signature of Applicant _____ Title: _____

Signature of Preparer _____ Date _____

January 11, 2024

To Whom It May Concern:

This letter is written to notify The City of Mandeville that Turbo Properties, LLC grants permission to Southern Belle Mobile Bar, LLC to open a cash bar in the parking lot in front of my commercial building located at 3847 Hwy 22 in Mandeville on the evening of Friday, February 2, 2024.

If you need to contact us, you can do so by phone. Our representative, Kathryn, can be reached at 305-366-6877.

Cordially,

Turbo Properties, LLC

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 Grant's Gift Foundation
Name of Authorized Representative Donna Jenkins/Michael Delahoussaye Non-Profit/Tax-Exempt # 30-0804062
Mailing Address 37 Hummingbird Road
City Covington State La Zip 70433
Applicant Phone # 985-966-5887 Alt. Phone # 985-966-1448
E-Mail DSWJ65@gmail.com/Michael@electechllc.com Application Fee Paid? YES NO

Name of Event: Crawfish Cookin' for a Cause
Date(s) of Event: Day Saturday Date 4/13/24 Time 8 to 8 Rain Dates(s) None
Event Location: Mandeville Lake Front Between Jackson and Foy

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Raise Money for Local Charities Estimated Attendance 1000

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>3</u>	
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

14	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will there be security staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16	Are you planning to have amplified sound?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
18	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.

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:

Handwritten signature of Donna Jenkins in black ink.

Printed Name:

Donna Jenkins

Organization Represented:

Grant's Gift Foundation/Crawfish Cooking for a Cause

Office Held

Primary Advisor

Date

1/18/2024

Please email completed application to acasborne@cityofmandeville.com.

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

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

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

1. Liquor license to be issued to: Grant's Gift Foundation
2. Legal name(s): Individual, Partners, or Corporation Grants Gift Foundation
3. Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ /Restaurant ___
4. Business location address Mandeville Lakefront Between Jackson & Foy
 Telephone (___) _____
5. Mailing address 37 Hummingbird Road, Covington LA 70433
6. Contact Person Michael Morgan
 Phone Number (985) 504 957-5713 E-Mail Address: MP Morgan @ MUCG.COM
 Fax Number (___) _____ Web Address _____
7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only) MP Morgan @ MUCG.COM
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative.
 The list of names below should each furnish a notarized Schedule "A".

A	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	
B.	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	
C.	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? _____ If yes, list.

- | Trade name | Owner's name | address | License # |
|------------|--------------|---------|-----------|
| | | | |
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
NO If yes: Name _____ Location: _____
 11. Has applicant applied for state liquor license? NO
 12. Has the applicant ever been denied a state or local liquor license? NO
 12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? ___
 13. Is applicant the owner of the premises to be occupied? _____ If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
 14. If premises leased, give name and address of lesser: _____
 15. Describe the part of the building to be occupied by business: _____
 16. Open date for this location _____
 17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform: _____

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

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

Signature of Applicant Donna Steubus Title: Privacy Advisor
 Signature of Preparer Donna Steubus Date 1/18/2024



DIGITAL ENGINEERING & IMAGING, INC.

January 15, 2024

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

Re: E. Causeway Approach Sidewalks
City Project No. 700.22.007
Change Order No. 2

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 2 to the E. Causeway Approach Sidewalks Project.

Change Order No. 2 increases the contract time by 45 days to account for additional scope added to the contract and to make up days for the contract to temporarily halt work prior to the 02/02/24 Eve Parade to ensure the project site is as safe as possible with no openings.

The contract amount has increased by \$33,653.66. This includes work the City has requested for the reconstruction of the intersection at Cheron Dr. entrance (\$28,250.00) and minor headwall work (\$5,403.66) to be performed on the western culverts at the intersection of Cambronne St. The intersection of Cheron Dr. reconstruction was advantageous to perform while M&J was within the project area as opposed to the City's maintenance contractor performing the work.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'D LeBreton', is written over a faint, light blue rectangular stamp.

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

Attachments: Change Order #2
Contractor Backup

**SECTION 00650
CHANGE ORDER**

No. 2

Date of Issuance: January 15, 2024 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: C20230713A 700.22.007
Contract: E. Causeway Approach Sidewalks	Date of Contract: 8/2/2023
Contractor: M & J Civil Construction, LLC	Engineer's Project No.: 576-2000.41

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

Description:

Addition of 45 calendar days to the contract time due to additional scope of work requested by the City and request to temporarily hold work until the 02/02/24 Eve Parade. See attached breakdowns for Scope of Work

Attachments (list documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: <u>\$399,269.06</u>	Original Contract Times: 105 Calendar days Substantial completion (days): <u>75</u> Ready for final payment (days): <u>30</u>
---	--

[Increase] [Decrease] from previously approved Change Orders: <u>N/A</u>	Increase from previously approved Change Orders: 60 Days
---	--

Contract Price prior to this Change Order: <u>\$399,269.06</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>135</u> Ready for final payment (days or date): <u>30</u>
---	--

Increase of this Change Order: <u>\$33,653.66</u>	Increase of this Change Order: Substantial completion (days): <u>45</u> Ready for final payment (days): <u>0</u>
--	--

Contract Price incorporating this Change Order: <u>\$432,922.70</u>	Contract Times with all approved Change Orders: Substantial completion (days): <u>180</u> Ready for final payment (days): <u>30</u>
--	---

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
--	--	---



**E. Causeway Approach Sidewalks
Change Request # 02**

**1/15/2024
REV 2**

Install Headwall along edge of existing triple Barrell strom drain near Station 41+28

Total Change	5,403.66
Total Time Impact	3
Overtime Included	NO

Scope included:

Excavate and install limestone and fabric for footing bedding
Form, install footing rebar, and pour concrete for footing, 4000 psi mix
Form retaining wall and pour 4000 psi mix
Wreck forms, rub wall with vertical concrete finish mix
Backfill wall with onsite dirt.

See sketch attached.

PROJECT NAME Install Headwall along edge of existing triple Barrell strom drain near Station 41+28
Description Retaining wall footing (12"thick x 3' wide x 12' long)
of Work: Retaining wall (6"thick, 3' tall, 12' long)

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked		Total Cost
Working Superintendent			hours	
Operator	25.00	12	hours	300.00
Laborers (2 ea)	25.00	16	hours	400.00
	Add Labor Burden @	18	%	126.00
LABOR TOTAL				826.00

2. Material

Material Required for Change	Unit Price*	Units Required		Total Cost
Rebar (#5 bent bar for footing, #4 bar for wall)	\$ 300.00	1.00	LS	300.00
Forms (plywood, 2x4's, 2x12's for footings, chamfer strip)	\$ 300.00	1.00	LS	300.00
Concrete	\$ 135.00	3.00	CY	405.00
Cone Wall Ties	\$ 100.00	1.00	box	100.00
Camlocks Rental	\$ 1.00	25.00	ea	25.00
Vertical patch to fill wall ties voids	\$ 150.00	1.00	box	150.00
Limestone base for footing bedding	\$ 50.00	4.00	tons	200.00
Fabric for footing	\$ 3.00	13.00	SY	39.00
				-
	Add Tax @	9.95	%	151.14
MATERIAL TOTAL				1,670.14

3. Subcontractor

Material Required for Change	Unit Price*	Units Required		Total Cost
Freight for material (Truck and trailer)	\$ 150.00	1.00	EA	150.00
Freight for limestone	\$ 250.00	1.00	EA	250.00
Retaining wall form/pour/ finish wreck	\$ 1.00	1,200.00	LS	1,200.00
SUBCONTRACTOR TOTAL				1,600.00

4. Equipment

Equipment Required for Change	Unit Price*	Units Required		Total Cost
Mini Trackhoe	125.50	2	hours	251.00
Skid Steer	63.76	2	hours	127.52
	Add Tax @		%	-
EQUIPMENT TOTAL				378.52

DIRECT COST (SUM A 1, 2, 3, 4& 5) **4,474.66**

General Liability and bond (Direct Cost X 5 %) **224.00**

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% **705.00**

Total Subcontractor Cost **5,403.66**

Total Contract Days added from Project Schedule **3**

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 1/15/2024



**E. Causeway Approach Sidewalks
Change Request # 05**

1/15/2024

Cheron Dr. Removal and replacement of intersection at E. Causeway Approach

Total Change	28,250.00
Total Time Impact	10
Overtime Included	NO

Scope included:

Remove existing concrete entrance and exit at Cheron Dr. with curb.
Sawcut along East Causeway approach and existing joint lines on Cheron Dr.
Add one load of 610 limestone to existing base.
Dowel into the existing concrete roadway at Cheron Dr. with 1" dia. Dowels x 18" every 12" include epoxy
Install redwood expansion joint at Cheron Dr.
Install keyway with #4 bars on 2' centers
Install wire mesh
Form, pour, finish, wreck forms for new entrance and exit to Cheron Dr. 8" thick, 4000 PSI concrete
Traffic control included

Not included:

New thermo symbols if required.

PROJECT NAME Cheron Dr. Remove and replacement of Intersection
Description of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked		Total Cost
Working Superintendent	50.00	30	hours	1,500.00
Operator	25.00	30	hours	750.00
Laborers (2 ea)	25.00	20	hours	500.00
Add Labor Burden @ <u>18</u> %				495.00
LABOR TOTAL				3,245.00

2. Material

Material Required for Change	Unit Price*	Units Required		Total Cost
Keyway / baskets / tie bars / dowels, etc.	\$ 2,117.21	1.00	LS	2,117.21
Concrete	\$ 135.00	50.00	CY	6,750.00
Concrete load fee	\$ 50.00	5.00	Truck	250.00
610 Limestone	\$ 850.00	1.00	Truck	850.00
Wire mesh	\$ 95.00	11.00	Sheets	1,045.00
Add Tax @ <u>9.95</u> %				1,095.71
MATERIAL TOTAL				12,107.92

3. Subcontractor

Material Required for Change	Unit Price*	Units Required		Total Cost
Freight for material (Truck and trailer)	\$ 150.00	1.00	EA	150.00
Sawcut	\$ 8.00	200.00	LF	1,600.00
Dump Truck (haul off asphalt debris)	\$ 250.00	5.00	EA	1,250.00
Concrete Finishers	\$ 2.00	1,764.00	SF	3,528.00
SUBCONTRACTOR TOTAL				6,528.00

4. Equipment

Equipment Required for Change	Unit Price*	Units Required		Total Cost
Mini Trackhoe	125.50	8	hours	1,004.00
Skid Steer	63.76	8	hours	510.08
Add Tax @ _____ %				-
EQUIPMENT TOTAL				1,514.08

DIRECT COST (SUM A 1, 2, 3, 4& 5) **23,395.00**

General Liability and bond (Direct Cost X 5 %) 5 **1,170.00**

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% 15 **3,685.00**

Total Subcontractor Cost **28,250.00**

Total Contract Days added from Project Schedule **5**

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 1/15/2024

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

RESOLUTION NO. 24-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND BURK-KLEINPETER, INC AND PROVIDING FOR OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to enter into a professional services agreement with Burk-Kleinpeter, Inc. for professional engineering services, and more specifically, preliminary design, final design, bid and award, construction administration closeout, inspection and permitting for the first phase of the Sewall Repair Project.

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Burk-Kleinpeter, Inc. for professional engineering services, and more specifically, preliminary design, final design, bid and award, construction administration closeout, inspection and permitting for the first phase of the Sewall Repair Project on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



CHAIRMAN OF THE BOARD
J. W. "BILL" GIARDINA, JR., PE

PRESIDENT & CEO
MICHAEL D. CHOPIN, PE

CORPORATE SECRETARY
BRUCE L. BADON, AICP

BURK-KLEINPETER, INC.
ENGINEERING · PLANNING · ENVIRONMENTAL

SENIOR VICE PRESIDENTS
RENE A. CHOPIN, III, PE
HENRY M. PICARD, III, PE, PLS

2895 HIGHWAY 190
MANDEVILLE, LA 70471
TELEPHONE (985) 727-6769
WWW.BKIUSA.COM

VICE PRESIDENT
DAVID E. BOYD, PE

OVER 100 YEARS OF SERVICE

January 13, 2024

Mr. Kieth LeGrange
City of Mandeville, LA
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471-

Re: Old Mandeville Seawall Repair
Segment 1 Fee Proposal Sta. 41+50 to 82+85
BKI No. NO.24.XXX

Dear Kieth:

Transmitted herewith is the fee proposal for the rehabilitation and future protection of the first segment of the Old Mandeville Seawall Repair which includes the eastern half of the seawall. The project consist of removing and replacing the concrete bulkhead cap, removing and replacing the concrete splash blocks, repairing steel joint connections, repairing damaged steel sheetpile wall locations, and installation of an Impressed Current Cathodic Protection system from Station 41+50 (between Coffee and Carroll Streets) and Station 82+85 (east of Little Bayou Castine). The estimated construction cost for the bulkhead, splash blocks, joint repairs sheetpile repair is \$1,571,000.00 and estimated construction cost for the impressed current cathodic protections system is \$600,000.00 with a total construction cost of \$2,171,000.00 for Segment 1.

The design team for this project consists of Burk-Kleinpeter, Inc (steel and concrete), Southern Cathodic Protection Company (cathodic protection), and Creative Engineering Group (electrical). The following is a breakdown of fees for the City of Mandeville's contract phases:

Phase I.	Survey (Not Used)	\$0.00
Phase II.	Preliminary Design	\$78,348.00
Phase III.	Environmental Study (Not Used)	\$0.00
Phase IV(a).	Final Design	\$73,934.50
Phase IV(b).	Bid & Award	\$12,757.63
Phase V(a).	Construction Administration	\$39,144.75





OVER 100 YEARS OF SERVICE

Phase V(b).	Construction Closeout	\$18,176.63
Phase V(c)	Inspection, Reporting, and Verification (if requested)	\$134,940.00
Phase VI(a)	Permitting	\$22,668.50
	Direct Costs	\$591.60
Total		\$380,561.61

Design, Bidding {Phase I through IV(b)}, Construction Administration {Phase V(a)}, and Construction Closeout {Phase V(b)} will be Lump Sum phases and Inspection {Phase V(c)} and Permitting {Phase VI(a)} will be Hourly Not To Exceed phases.

The design fees for the bulkhead, splash blocks, joint repairs sheetpile repair are in line with the Facility Planning & Control fee curve. The design fees for the cathodic protection and the supporting electrical are higher than the Facility Planning & Control fee curve since they are for a specialty design type and it includes travel, lodging, and per diem for two trips (kick-off and substantial completion) from Atlanta, GA.

If you should have any questions or comments, please call us.

Sincerely,

BURK - KLEINPETER, INC.
ENGINEERS, PLANNERS, ENVIRONMENTAL

Henry M. Picard, III P.E., P.L.S.
Senior Vice President



CITY OF MANDEVILLE, LA
 WORK ORDER NO. TBD
 Old Mandeville Seawall Repair

Burk-Kleinpeter, Inc.
 Old Mandeville Seawall Repair - Segment 1
 Fee Proposal

MANHOUR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$288.00	\$223.25	\$175.00	\$151.25	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$98.00	\$70.00	\$86.50	
I	Survey (Not Used)		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
II	Preliminary Design															
II.a	Coordination with Client (Monthly Meetings)		0	1	2	0	4	0	0	0	0	0	0	4	0	1,619.50
II.b	Coordination with Subs		0	0.5	1	0	8	0	0	0	0	0	0	0	0	1,577.25
II.c	Coordination with Utilities		0	0.5	1	0	3	6	0	0	0	0	0	0	0	1,511.00
II.d	Pre-Design Meeting		0	2	0	0	2	0	0	0	0	0	0	1	0	948.50
II.f	Public Meeting (1 Meeting)		0	2	2	0	4	2	0	0	0	0	0	0	0	1,857.50
II.f	Plan-In-Hand Meeting		0	2	0	0	2	0	0	0	0	0	0	0	0	878.50
II.g	Title, Vicinity Map and Index to Drawings	1	0	0.25	0.5	0	1	2	0	0	0	2	0	0	0	828.88
II.h	General Notes	1	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,474.13
II.i	Plan and Profile (1"=30')	5	0	1.5	3	0	20	40	0	0	0	40	0	0	0	14,006.75
II.j	Geometric Details	3	0	0.75	1.5	0	6	12	0	0	0	12	0	0	0	4,422.38
II.k	Concrete Cap Details	1	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,474.13
II.l	Structural Steel Joint Repair Details	1	0	0.5	1	0	2	4	0	0	0	4	0	0	0	1,657.75
II.m	Structural Steel Misc. Repairs	2	0	0.5	1	0	4	8	0	0	0	8	0	0	0	2,948.25
II.n	Splash Block Details	1	0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,474.13
II.o	Cost Estimate		0	0.75	1.5	0	5	10	0	0	0	5	0	0	0	3,117.13
II.p	Specifications (Table of Contents)		0	0	0.25	0	1	2	0	0	0	0	0	1	0	507.06
II.q	Design Report (Design Criteria, Assumptions)		0	0.5	0.75	0	3	6	0	0	0	0	0	0	0	1,455.19
	TOTAL HOURS	15	0	13.5	17	0	71	104	0	0	0	83	0	6	0	294.5
	COST		\$0.00	\$3,888.00	\$3,795.25	\$0.00	\$10,738.75	\$11,960.00	\$0.00	\$0.00	\$0.00	\$10,956.00	\$0.00	\$420.00	\$0.00	\$41,758.00
															Southern Cathodic Protection:	\$26,100.00
															Creative Engineering Group:	\$10,490.00
																\$78,348.00
III	Environmental Study (Not Used)		0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

CITY OF MANDEVILLE, LA
 WORK ORDER NO. TBD
 Old Mandeville Seawall Repair

Burk-Kleinpeter, Inc.
 Old Mandeville Seawall Repair - Segment 1
 Fee Proposal

MANHOOR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E.	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$288.00	\$223.25	\$175.00	\$151.25	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$98.00	\$70.00	\$86.50	
IV(a)	Final Design															
IV.a	Coordination with Client (Monthly Meetings)		0	0.5	1	0	2	0	0	0	0	0	0	1	0	739.75
IV.b	Coordination with Subs		0	0.25	0.5	0	4	0	0	0	0	0	0	0	0	788.63
IV.c	Coordination with Utilities		0	0.25	0.5	0	1	3	0	0	0	0	0	0	0	679.88
IV.d	Public Meeting (1 Meeting)		0	2	2	0	4	2	0	0	0	0	0	0	0	1,857.50
IV.e	Title, Vicinity Map and Index to Drawings	1	0	0.25	0.5	0	1	0	0	0	0	1	0	0	0	466.88
IV.f	General Notes	1	0	0.25	0.5	0	1	0	0	0	0	1	0	0	0	466.88
IV.g	Plan and Profile (1"=30')	5	0	2.5	5	0	15	30	0	0	0	30	0	0	0	11,515.00
IV.h	Geometric Details	3	0	0.75	1.5	0	6	12	0	0	0	12	0	0	0	4,422.38
IV.i	Concrete Cap Details	1	0	0.5	1	0	4	8	0	0	0	8	0	0	0	2,948.25
IV.j	Structural Steel Joint Repair Details	1	0	1	2	0	8	16	0	0	0	8	0	0	0	4,840.50
IV.k	Structural Steel Misc. Repairs	2	0	1	2	0	8	16	0	0	0	16	0	0	0	5,896.50
IV.l	Splash Block Details	1	0	0.5	1	0	2	4	0	0	0	4	0	0	0	1,657.75
IV.m	Cost Estimate		0	0.75	1.5	0	5	10	0	0	0	5	0	0	0	3,117.13
IV.n	Specifications		0	2	4	0	12	24	0	0	0	0	0	8	0	6,604.00
IV.o	Design Report		0	0.5	1	0	5	10	0	0	0	5	0	0	0	2,933.50
	TOTAL HOURS	15	0	13	24	0	78	135	0	0	0	90	0	9	0	349
	COST		\$0.00	\$3,744.00	\$5,358.00	\$0.00	\$11,797.50	\$15,525.00	\$0.00	\$0.00	\$0.00	\$11,880.00	\$0.00	\$630.00	\$0.00	\$48,934.50
															Southern Cathodic Protection:	\$7,200.00
															Creative Engineering Group:	\$17,800.00
																\$73,934.50
IV(b)	Bid & Award															
IV.p	Pre-Bid Meeting		0	2	0	0	2	0	0	0	0	0	0	0	0	878.50
IV.q	Addenda, Questions, and Answer Responses		0	2	4	0	8	16	0	0	0	0	0	0	0	4,519.00
IV.r	Bid Opening		0	0.5	1	0	4	8	0	0	0	4	0	0	0	2,420.25
IV.s	Award Letter Recommendation Letter		0	0.25	0.5	0	1	2	0	0	0	0	0	0	0	564.88
	TOTAL HOURS	0	0	4.75	5.5	0	15	26	0	0	0	4	0	0	0	55.25
	COST		\$0.00	\$1,368.00	\$1,227.88	\$0.00	\$2,268.75	\$2,990.00	\$0.00	\$0.00	\$0.00	\$528.00	\$0.00	\$0.00	\$0.00	\$8,382.63
															Southern Cathodic Protection:	\$2,560.00
															Creative Engineering Group:	\$1,815.00
																\$12,757.63

CITY OF MANDEVILLE, LA
 WORK ORDER NO. TBD
 Old Mandeville Seawall Repair

Burk-Kleinpeter, Inc.
 Old Mandeville Seawall Repair - Segment 1
 Fee Proposal

MANHOOR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E.	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$288.00	\$223.25	\$175.00	\$151.25	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$98.00	\$70.00	\$86.50	
V(a)	Construction Administration															
V.a	Construction Administration/RFI		0	0.5	1.5	0	6	12	0	0	0	0	0	0	0	2,766.38
V.b	Pay Applications (11)		0	3	0	0	16.5	0	0	0	0	0	0	0	0	3,359.63
V.c	Plan Modifications (1)		0	0.25	0.5	0	2	4	0	0	0	4	0	0	0	1,474.13
V.d	Submittals (10)		0	1	2	0	5	10	0	0	0	0	0	0	0	2,640.75
V.e	Site Visits (1 hr per week avg - 39 weeks)		0	4	8	0	19.5	39	0	0	0	0	0	0	0	10,372.38
V.f	Construction Documentation		0	1.5	3	0	10	20	0	0	0	0	0	0	0	4,914.25
V.g	Project Closeout		0	0.5	1	0	4	8	0	0	0	0	0	0	0	1,892.25
	TOTAL HOURS	0	0	10.75	16	0	63	93	0	0	0	4	0	0	0	186.75
	COST		\$0.00	\$3,096.00	\$3,572.00	\$0.00	\$9,528.75	\$10,695.00	\$0.00	\$0.00	\$0.00	\$528.00	\$0.00	\$0.00	\$0.00	\$27,419.75
															Southernn Cathodic Protection:	\$3,200.00
															Creative Engineering Group:	\$8,525.00
																<u>\$39,144.75</u>
V(b)	Construction Closeout															
V.h	Coordination Meetings with Contractor		0	0.5	1	0	4	0	0	0	0	0	0	0	0	972.25
V.i	Prepare As-Built Drawings		0	1.25	2.5	0	5	15	0	0	0	30	0	0	0	7,359.38
	TOTAL HOURS	0	0	1.75	3.5	0	9	15	0	0	0	30	0	0	0	59.25
	COST		\$0.00	\$504.00	\$781.38	\$0.00	\$1,361.25	\$1,725.00	\$0.00	\$0.00	\$0.00	\$3,960.00	\$0.00	\$0.00	\$0.00	\$8,331.63
															Southernn Cathodic Protection:	\$8,705.00
															Creative Engineering Group:	\$1,140.00
																<u>\$18,176.63</u>
V(c)	Inspection, Reporting, And Verification (if requested)															
V.j	Resident Inspection (9 Months)		0	0	0	0	0	0	0	0	0	0	0	0	1560	134,940.00
	TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	1560	1560
	COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$134,940.00	\$134,940.00
															Southernn Cathodic Protection:	\$0.00
															Creative Engineering Group:	\$0.00
																<u>\$134,940.00</u>

CITY OF MANDEVILLE, LA
 WORK ORDER NO. TBD
 Old Mandeville Seawall Repair

Burk-Kleinpeter, Inc.
 Old Mandeville Seawall Repair - Segment 1
 Fee Proposal

MANHOOR ESTIMATES

SCOPE ITEM	DESCRIPTION	SHEETS	0001 PRINC.	0002 SEN. VICE PRES.	0003 SEN. PROJ. MGR.	0004 SEN. STRC. E.	0005 CIVIL E.	0006 CIVIL INT.	0007 ENV. E.	0008 MECH. E.	0009 PLANNER	00010 SR CADD TECH.	00011 CADD TECH.	00012 CLERICAL	00013 RES INSP	TOTAL
(Phase)			\$321.00	\$288.00	\$223.25	\$175.00	\$151.25	\$115.00	\$168.00	\$142.00	\$118.00	\$132.00	\$98.00	\$70.00	\$86.50	
VI(a)	Permitting															
VI.a	Pre-Application Meeting with DNR/USACE		0	2	0	0	2	0	0	0	0	0	0	0	0	878.50
VI.b	Permit Application Preparation		0	0.5	0	0	2	4	0	0	0	0	0	0	0	906.50
VI.c	Preparation of 8.5"x11" Plates		0	1	0	0	2	10	0	0	0	30	0	0	0	5,700.50
VI.d	Coord. with DNR/USACE before app. acceptance		0	0	0	0	4	8	0	0	0	4	0	0	0	2,053.00
VI.e	Coord. with DNR/USACE after app. acceptance		0	1	0	0	24	36	0	0	0	16	0	0	0	10,170.00
	TOTAL HOURS	0	0	4.5	0	0	34	58	0	0	0	50	0	0	0	146.5
	COST		\$0.00	\$1,296.00	\$0.00	\$0.00	\$5,142.50	\$6,670.00	\$0.00	\$0.00	\$0.00	\$6,600.00	\$0.00	\$0.00	\$0.00	\$19,708.50
															Southern Cathodic Protection:	\$2,960.00
															Creative Engineering Group:	\$0.00
																<u>\$22,668.50</u>
															TOTAL Fee Proposal	<u>\$379,970.00</u>

OTHER DIRECT COSTS

SCOPE ITEM	DESCRIPTION	INSPECTION VESSEL (PER DAY)	FUEL (PER GAL.)	VESSEL TRAILERING (PER MI)	BLUELINES (PER SF)	8 1/2 X 11 COPIES (EACH)	11 x 17 COPIES (EACH)	TOTAL
		\$650.00	\$4.00	\$3.50	\$0.20	\$0.10	\$0.20	
	Plan-In-Hand Sets						88	\$17.60
	Design Report (Preliminary)					80		\$8.00
	Public Meeting (Preliminary)				72			\$14.40
	Design Report (Final)					160		\$16.00
	Public Meeting (Final)				96			\$19.20
	Bid Sets (Advertisement)				1,200	2,500		\$490.00
	Plan Modifications (Construction Administration)				12			\$2.40
	As-Builts (Closeout)				120			\$24.00
	TOTAL UNITS	0	0	0	1500	2740	88	
	TOTAL OTHER DIRECT COSTS	\$0.00	\$0.00	\$0.00	\$300.00	\$274.00	\$17.60	\$591.60



CREATIVE ENGINEERING GROUP, LLC.

December 11, 2023

Mr. Henry Picard
Burk-Kleinpeter, Inc
2400 Veterans Memorial Blvd
Suite 310
Kenner, LA 70062

Subject: Mandeville Seawall Repairs
Creative Engineering Group, LLC Fee Proposal

Dear Henry:

Creative Engineering Group, LLC has reviewed the available information for the referenced project, and is pleased to submit the following proposal for professional electrical engineering services. The project includes short-term and long-term repairs of the Mandeville seawall as defined in the Seawall Repair (Inspection Project) Final Findings/Assessment Report. Long-term seawall repairs include the addition of an induced current cathodic protection system. This proposal is for the electrical design to support the cathodic protection system for Phase 1 (Station 41+42 to 82+85).

The electrical scope of work is as follows:

1. Coordination with CLECO for new electrical service(s) to cathodic protection system.
2. Power distribution design and circuitry for cathodic protection system components.
3. Site visit to verify existing conditions and to properly locate service equipment.
4. Coordination with cathodic protection system designers to gather and show all power connections, and conduit and junction box locations.
5. Conduit routing plans as necessary.
6. Surge protection on electrical service.

The following items are excluded from this proposal,

1. Exterior lighting.
2. Design of cathodic protection system.
3. Emergency generator, portable generator connection box, or ATS.

Creative Engineering Group, LLC will coordinate its work with the cathodic protection Documents, as well as any other available documents for the project. Burk-Kleinpeter (BKI) will review and

December 11, 2023

Mr. Henry Picard

Page 2 of 3

incorporate our documents with any other documents being developed by others. BKI shall provide the following to Creative Engineering Group, LLC:

- a. Site Backgrounds and Title Block for project in AutoCAD format.
- b. Site survey showing existing utilities.

Creative Engineering Group, LLC will deliver Electrical Construction Documents for this project, including drawings and specifications. BKI shall be responsible for reproduction of all Construction Documents, and for any submittals to regulatory agencies.

Creative Engineering Group, LLC proposes a fixed fee as follows,

Construction Documents:	\$28,290
Bidding:	\$ 1,815
Construction Administration:	\$ 9,665
Total:	\$39,770

Invoices for services shall be monthly, based upon work completed. Payment is expected within 30 days of receipt of invoice. A formal agreement for the services of Creative Engineering Group, LLC shall be executed prior to receiving the authorization to proceed. Construction Administration includes shop drawing review, response to contractor questions, ten (10) site visits during construction, and As-Built drawings.

Any items, which are in addition to this proposal, including scope changes and significant changes made by the Owner shall be considered Additional Services, and are to be approved in writing by BKI and the Owner. Additional Services will be billed on a time and expense basis, with the following hourly rates:

Principal	\$225.00
Senior Engineer	\$175.00
CAD/draftsman	\$ 95.00
Clerical	\$ 65.00

We hope you find the above to be acceptable and we look forward to working with you on this project. Please do not hesitate to contact me, should you wish to discuss this proposal. If the proposal outlined above meets with your approval, please indicate by signing below and forwarding a copy for our files.

December 11, 2023
Mr. Henry Picard
Page 3 of 3

Sincerely,

A handwritten signature in blue ink, appearing to read 'RH Nolan II', with a stylized flourish at the end.

Raymond H. Nolan II, P.E.
Principal
Creative Engineering Group, LLC

ACCEPTED: BKI

BY: _____

DATE: _____

FEE PROPOSAL

Mandeville Seawall
Electrical Man-hour Estimate

ESTIMATE OF MANHOURS

Electrical Man-hour Estimate

Task	Description	Sheets	Pricipal	Elect Eng.	Engr Intrn	CAD	Clerical	Item Cost	Task Cost
	RATES		\$225	\$175	\$115	\$95	\$65		
II	PRELIMINARY DESIGN								
II.a	Schedules and Abreviations, General Notes	1	0	1	0	2	0	\$ 365.00	
II.b	Electrical Site Plan	4	0	15	5	20	0	\$ 5,100.00	
II.c	Typical Details	1	0	0	1	1	0	\$ 210.00	
II.d	Typical Grounding Details	1	0	0	1	1	0	\$ 210.00	
II.e	One-Line Diagrams	1	0	4	0	3	0	\$ 985.00	
II.f	Cable & Conduit Schedule	1	0	0	0	0	0	\$ -	
II.g	Panel Schedules	1	0	0	0	0	0	\$ -	
II.h	Electical Calculations		0	4	2	0	0	\$ 930.00	
II.i	Utility Coordination		0	4	0	0	0	\$ 700.00	
II.j	Coordination with Cathodic Protection		0	4	0	0	0	\$ 700.00	
II.k	Cost Estimate		0	4	0	0	0	\$ 700.00	
II.l	Specifications		0	3	0	0	1	\$ 590.00	
			0	39	9	27	1		\$ 10,490.00
	FINAL DESIGN								
IV.a	Schedules and Abreviations, General Notes	1	0	2	0	1	0	\$ 445.00	
IV.b	Electrical Site Plan	4	0	10	4	12	0	\$ 3,350.00	

FEE PROPOSAL

Mandeville Seawall
 Electrical Man-hour Estimate

ESTIMATE OF MANHOURS

Electrical Man-hour Estimate

Task	Description	Sheets	Pricipal	Elect Eng.	Engr Intrn	CAD	Clerical	Item Cost	Task Cost
	RATES		\$225	\$175	\$115	\$95	\$65		
IV.c	Typical Details	1	0	6	2	6	0	\$ 1,850.00	
IV.d	Typical Grounding Details	1	0	2	2	3	0	\$ 865.00	
IV.e	One-Line Diagrams	1	0	6	2	6	0	\$ 1,850.00	
IV.f	Cable & Conduit Schedule	1	0	8	2	8	0	\$ 2,390.00	
IV.g	Panel Schedules	1	0	6	2	6	0	\$ 1,850.00	
IV.h	Electical Calculations		0	6	0	0	0	\$ 1,050.00	
IV.i	Utility Coordination		0	4	0	0	0	\$ 700.00	
IV.j	Coordination with Cathodic Protection		0	6	0	0	0	\$ 1,050.00	
IV.k	Cost Estimate		0	7	3	0	0	\$ 1,570.00	
IV.l	Specifications		0	4	0	0	2	\$ 830.00	
			0	67	17	42	2		\$ 17,800.00

FEE PROPOSAL

Mandeville Seawall
 Electrical Man-hour Estimate

ESTIMATE OF MANHOURS

Electrical Man-hour Estimate

Task	Description	Sheets	Pricipal	Elect Eng.	Engr Intrn	CAD	Clerical	Item Cost	Task Cost
	RATES		\$225	\$175	\$115	\$95	\$65		
	BID & AWARD								
IV.m	Pre-Bid Meeting		0	2	0	0	0	\$ 350.00	
IV.n	Addenda, Questions, and Answers Responses		0	8	0	0	1	\$ 1,465.00	
			0	10	0	0	1		\$ 1,815.00
	CONSTRUCTION ADMINISTRATION								
V.a	Construction Administration RFI		0	8	0	0	0	\$ 1,400.00	
V.b	Review Pay Applications		0	4	0	0	0	\$ 700.00	
V.c	Submittal Review		0	6	0	0	0	\$ 1,050.00	
V.d	Plan Modifications		0	6	0	8	0	\$ 1,810.00	
V.e	Periodic Site Visits		0	18	0	0	0	\$ 3,150.00	
V.f	Project Closeout		0	2	0	0	1	\$ 415.00	\$ 8,525.00
V.g	As-Builts		0	0	0	12	0	\$ 1,140.00	\$ 1,140.00
			0	44	0	20	1		\$ 39,770.00

December 12, 2023

Rebecca J. Chopin
Burk-Kleinpeter, Inc.
Civil Engineer | Project Manager
2400 Veterans Memorial Blvd., Suite 310
Kenner, LA 70062
(O) (504) 486-5901

**RE: MANDEVILLE SEAWALL REPAIR
PHASE 1 (41+42 to 82+85) – 4,143 LF OF SHEET PILE
LAKE PONTCHARTRAIN, MANDEVILLE, LOUISIANA**

Dear Ms. Chopin,

Southern Cathodic Protection Company (SCPC) is pleased to provide our proposal for cathodic protection design services, technical specification development, and bidding and construction administration assistance. The subject structure is located on Lake Pontchartrain in Mandeville, Louisiana.

SCPC was established in 1979 to provide professional corrosion engineering services. Our headquarters is located in Atlanta, Georgia, with a second location in Cocoa, Florida. SCPC employs registered professional engineers (PE) who are certified through the Association for Materials Protection and Performance (AMPP¹). Each corrosion problem is unique, challenging the engineer to find a solution that is both effective and economical. SCPC engineers bring to the table an expertise based on tried and proven methods.

Our engineers have the skills to provide optimum solutions for complex problems, complete with thorough and accurate engineering reports. We have extensive experience solving corrosion problems on various types of structures. Our clientele includes oil and gas companies, utilities, water companies, government agencies, pipeline companies, storage facilities, and airports. SCPC has an established reputation in the corrosion control and cathodic protection industry as honest, qualified, reliable professionals.

Scope of Work:

SCPC will provide a cathodic protection design package which includes a site visit, design calculations, analysis, technical specifications, design drawings, bill of materials, construction cost estimates, bid document development assistance, and construction administration assistance (project cost estimates) for approximately 4,143 linear feet of seawall sheet pile (Phase 1). It is our understanding that our design package is limited to Phase 1 of the seawall only. Design package will be submitted at 60% complete, 90% complete, and 100% (final) complete.

¹ Formerly known as the National Association of Corrosion Engineers and more recently NACE International

Price:

SCPC proposes not-to-exceed limit pricing by phase for this project. All work will be conducted under the supervision of an AMPP certified corrosion specialist who is also a registered professional engineer. For your convenience a cost breakdown of scope elements is provided below.

<u>Phase I – Survey</u>	Not Used
<u>Phase II – Preliminary Design (includes site visit)</u>	\$26,100.00
<u>Phase III – Environmental Study</u>	Not Used
<u>Phase IV(a) – Final Design</u>	\$7,200.00
<u>Phase IV(b) – Bid & Award (site visits not included)</u>	\$2,560.00
<u>Phase V(a) – Construction Administration (site visits not included)</u>	\$3,200.00
<u>Phase V(b) – Construction Closeout</u>	\$8,705.00
<u>Phase V(c) – Inspection, Reporting, & Verification (if requested)</u>	
On-site Inspection	1,650.00/Day
Flight	Cost +15%
Reporting	\$160.00/Hour
<u>Phase VI(a) – Permitting</u>	\$2,960.00

Tasks required other than those mentioned below can be completed in accordance with the SCPC 2023 Engineering Rate Schedule.

Qualifiers:

- 1) Pricing assumes no more than two (2) site visits will be required. These site visits include project kickoff/design data collection and final inspection and commissioning of cathodic protection system. Should additional site visits be required, additional charges will apply.
- 2) Pricing does not include one (1) year warranty testing.
- 3) Pricing is based upon submission of design package for review at 60% complete, 90% complete, and 100% (final) complete. Should additional submittals be required, additional charges may apply.
- 4) Pricing is based upon complete unhindered access to the site. Should delays occur, beyond our control, they will be billed in accordance with our 2023 engineering rate schedule.
- 5) Pricing includes two (2) days on-site for project kickoff meeting/design data collection.
- 6) Pricing includes one (1) day on-site for final system inspection/commissioning.
- 7) Pricing is based upon AC power supply design and engineering provided by others.

- 8) Scope is limited to cathodic protection only. Structural repair design and electrical design, for example, are excluded from our pricing.
- 9) Services for geotechnical exploration, land survey, and subsurface utility locates, if required, are excluded from our pricing.
- 10) Schedule of work is to be mutually agreed upon.
- 11) Progress billing will be submitted; payment is net 30 days upon percentage completion; Pricing is firm for 30 days.

We trust you will find our proposal complete and satisfactory and look forward to working with you on this project. If you have any questions, or require additional information, please feel free to contact us.

Sincerely,

Kevin Murphy
Business Development Manager
AMPP CP2 #70065
Cell:404-904-6142

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

RESOLUTION NO. 24-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND COMITE RESOURCES, INC. FOR WETLAND ASSIMILATION
BIOLOGICAL MONITORING, AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS; the City of Mandeville was issued a permit from the Louisiana Department of Environmental Quality to discharge effluent from the City treatment plant to the Chinchuba Swamp and East Tchefoncte Marsh as part of its treatment system in order to reduce nutrient and sediment concentrations in its secondarily treated municipal effluent; and

WHEREAS, as part of the permit, the City is required to carry out monitoring of various aspects of the ecology and chemistry of the wastewater effluent and the receiving wetland; and

WHEREAS, the City desires to enter into a professional services agreement with Comite Resources, Inc. for the purpose of administrating and coordinating the measurements to specifically meet the requirements of the Louisiana Department of Environmental Quality's permit; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with Comite Resources, Inc., for wetland assimilation biological monitoring on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



Comite Resources, Inc.
21245 Smith Road
Covington, LA 70435

John W. Day, Ph.D.
jwday@comiteres.com

Robert R. Lane, Ph.D.
rlane@comiteres.com

Rachael G. Hunter, Ph.D.
rhunter@comiteres.com

225-247-3917

225-439-3931

Introduction

The City of Mandeville was issued a permit from the Louisiana Dept. of Environmental Quality (Louisiana Pollutant Discharge Elimination System (LPDES) permit LA0038288) to discharge effluent from the City wastewater treatment plant to the Chinchuba Swamp and East Tchefoncté Marsh to reduce nutrient and sediment concentrations in its secondarily treated municipal effluent. As part of the conditions of permit, the City is required to carry out monitoring of the receiving wetland (See LPDES permit LA0038288 -Wetland System Monitoring). The overall objective of this scope of services is to conduct monitoring to specifically meet the requirements of the LPDES permit. The details of the proposed monitoring and reporting schedule are given below. The proposed work is based on the results of the field investigations and monitoring of the site described in the Use Attainability Analysis (UAA) as well as discussions with Louisiana Department of Environmental Quality (LDEQ) and City personnel.

Objectives

The overall objective of this scope of work is to meet the monitoring requirements of the LPDES permit. Measurements of hydrology, vegetation, water and soil chemistry and accretion will be carried out as dictated by the discharge permit (Table 1). Quarterly monitoring reports and annual reports will be prepared in order to ascertain that the specific criteria for protection of the receiving wetland are met. Meetings will be held with City personnel and LDEQ as necessary to ensure satisfactory completion of the monitoring.

Table 1. Monitoring requirements for each of the assimilation wetland study sites.

Parameter	Flora	Sediment	Surface Water
Flora Species Diversity	P		
Aboveground Vegetation Productivity	A		
Water Level Measurements			M
Metals: Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, Se	P	P	P
Nutrient Analysis I: TKN, TP	P	P	Q
Nutrient Analysis II: NH ₃ N, NO ₂ ⁻ +NO ₃ ⁻ N, PO ₄		P	Q
Others: BOD ₅ , TSS, pH, Dissolved Oxygen, Salinity, Temp			Q
Accretion Rate		P	
Nutrient Loading Rates			A
Adaptive Management Practices			A

P: Periodically – Must be made once during the fourth year of the permit period for all wetland areas.

A: Annually – Once per year at all wetland areas.

Q: Quarterly – Once per three months at all wetland areas.

M: Monthly – Once per month at all wetland areas.

METHODS

Experimental Design

The City of Mandeville is discharging secondarily treated sewage effluent from the City wastewater treatment plant to the Chinchuba Swamp and the Tchefuncte Marsh. In order to effectively monitor the effect of this discharge on the vegetation, soil, and surface water in the receiving wetlands, several study locations were identified and delineated (Figure 1). The region surrounding the discharge pipe within the Chinchuba Swamp was designated as Discharge site 1 (D_1). The region where effluent leaves the receiving wetlands into natural water bodies was designated as Out site 1 (O_1). A Mid site (M_1) was located equidistant between the D_1 and O_1 sites. A Reference site ($M\text{-Con}$) was located in the Bayou Castine wetlands, which are ecologically similar to the receiving wetlands, but not influenced by treated effluent. A second set of sites was established within the East Tchefuncte Marsh. The region surrounding the discharge pipe was designated as the Discharge site 2 (D_2). The region where effluent leaves the receiving wetlands into natural water bodies was designated as the Out site 2 (O_2). Two Mid sites (M_w and M_e) were located equidistant between the D_2 and O_2 sites. A Reference site (R_e) was located in an area nearby and ecologically similar to the receiving wetlands, but not influenced by treated effluent. Together, these sites will be referred to as the ‘study sites’ in this document.



Figure 1. Location of the Mandeville WTP and Bayou Chinchuba and Tchefuncte assimilation wetlands. Upper case letters indicate sampling sites. Arrows indicate general direction of water flow.

Water Analysis

In Situ Measurements

Conductivity, salinity, dissolved oxygen, pH and temperature will be recorded using an In-Situ AquaTROLL400 Multiparameter Handheld probe (<https://in-situ.com/us/aqua-troll-400-multiparameter-probe>). The probe will be calibrated with known standards prior to field measurements. Data will be uploaded to a mobile device, and then archived and backed-up upon return from the field. These measurements will be taken during monthly site visits at all monitoring sites.

Nutrients and Suspended Solids

Discrete water samples for nutrient and total suspended solids (TSS) analysis will be collected quarterly at the study sites and the discharge pipe as dictated by the discharge permit. Single water samples will be taken 5 to 10 cm below the water surface with effort taken not to stir bottom sediments or include any film that may be present on water surface. Samples will be collected in 500 ml acid washed polyethylene bottles or as provided by the laboratory. The samples will be immediately stored at 4°C until transported to an analytical laboratory and within 24 hours filtered and subsampled. The samples will be analyzed for nitrite (NO₂-N), nitrate (NO₃-N), ammonium (NH₃-N), total Kjeldahl nitrogen (TKN), total phosphorus (TP), and ortho-phosphate (PO₄-P) by Pace Analytical, an EPA approved analytical laboratory, using standard methods (APHA 1985).

Metals Analysis

Triplicate water samples will be collected once during September through November in the fourth year of the permit from each of the study sites as dictated by the discharge permit. The following parameters will be analyzed for by Pace Analytical: magnesium (Mg), lead (Pb), cadmium (Cd), chromium (Cr), copper (Cu), zinc (Zn), iron (Fe), nickel (Ni), silver (Ag), and selenium (Se).

Vegetation Analysis

Tree Productivity

10m x 100m plots have been previously established at each forested study site in order to monitor vegetation species composition and productivity. The diameter at breast height (DBH) of all trees in each plot will be measured directly above and below an identification tag located approximately 4.5 ft above the ground. The tag will be inverted for the top measurement. The procedures have been followed as outlined in the Forest Inventory and Analysis National Core Field Guide (version 7.2). Trees with buttresses will be tagged 1.5 ft above the butt swell. In addition to the tree diameter, the species and tag number will also be recorded. Centimeter diameter tape will be used with 0.1 cm increments. Forked trees will be measured differently depending where the fork originates: if below 1.0 foot then they are treated as distinctly separate trees; if between 1.0 and 4.5 feet DBH of each fork is measured at a point 3.5 feet above the pith intersection; and if the fork is above 4.5 feet DBH will be taken at 4.5 or slightly below if the fork is at 4.5 ft. Trees with swellings, bumps,

depressions, and branches at 4.5 ft, DBH will be measured immediately above the irregularity at the place it ceases to affect normal stem form. The DBH of leaning trees will be made 4.5 ft from the ground along the bole as measured along the underside face of the bole.

Stem production will be estimated from annual changes in wood biomass calculated using allometric equations based on stem dbh as the independent variable (Table 1). Aboveground net primary production (NPP) will be calculated as the difference in biomass from year to year.

Table 1. Allometric equations used to convert diameter at breast height (dbh) to woody biomass.

Species	Biomass (kg)	f(D)	DBH Range	Reference
<i>Fraxinus spp.</i>	Biomass(kg) =	$((2.669 * ((DBHcm * 0.394)^2)^{1.16332}) * 0.454$	>10 cm	Megonigal et al. '97
<i>Taxodium distichum</i>	Biomass(kg) =	$10^{(-.97 + 2.34 * LOG10(DBHcm))}$	>10 cm	Megonigal et al. '97
<i>Nyssa aquatica</i>	Biomass(kg) =	$10^{(-.919 + 2.291 * LOG10(DBHcm))}$	>10 cm	Megonigal et al. '97
<i>Acer rubrum</i>	Biomass(kg) =	$((2.39959 * ((DBHcm * 0.394)^2)^{1.2003}) * 0.454$	10-28 cm	Megonigal et al. '97
<i>Quercus nigra</i>	Biomass(kg) =	$((3.15067 * ((DBHcm * 0.394)^2)^{1.21955}) * 0.45$	10-28 cm	Megonigal et al. '97
	Biomass(kg) =	$((5.99898 * ((DBHcm * 0.394)^2)^{1.08527}) * 0.45$	>28 cm	Megonigal et al. '97
<i>Salix spp.</i>	Biomass(kg) =	$10^{(-1.5 + 2.78 * LOG10(DBHcm))}$	n.a.	Scott et al. 1985
Other Species	Biomass(kg) =	$((2.54671 * ((DBHcm * 0.394)^2)^{1.20138}) * 0.45$	10-28 cm	Megonigal et al. '97
	Biomass(kg) =	$((1.80526 * ((DBHcm * 0.394)^2)^{1.27313}) * 0.45$	>28	Megonigal et al. '97
All species < 5 cm	Biomass(kg) =	$((2.50008 * ((DBHcm * 0.394)^2)^{1.19572}) * 0.45$	<10cm	Phillips 1981

Marsh Productivity

Net primary productivity (NPP) of emergent wetlands will be measured using the End of season live (EOSL) technique (White et al. 1978; Burdick et al. 1989). EOSL biomass will be collected during the last week of September or the first week of October during each year of the project. Aboveground biomass will be sampled using five 0.1 m² clip plots (Shew et al. 1981). Vegetation within each clip plot will be cut as close to the wetland surface as possible, placed in labeled paper bags, and brought back to the laboratory where live vegetation will be separated from dead, dried at 60°C, and weighed. The dry weight of the live material will be extrapolated to live dry weight per square meter (g dry wgt/m²).

Metals & Nutrient Analysis

Triplicate green leaf samples will be collected once during September through November of the fourth year from the major species at the study sites as dictated by the discharge permit. These samples will be analyzed for TP and TKN by Pace Analytical. In addition, samples will be analyzed for metal concentrations, including Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, and Se.

Soils Analysis

Sediment Accretion

Accretion will be measured using the feldspar marker technique (Cahoon and Turner 1989). Feldspar marker horizons are prepared by spreading a thin (~1cm) layer of white feldspar clay on the wetland surface. The center of the plot was marked with a PVC pole. Material accumulated above the feldspar marker is measured periodically. The rate of vertical accretion is calculated by dividing the mean thickness of material above the surface of the horizon by the amount of time the horizon had been in place.

Metals & Nutrient Analysis

Triplicate sediment samples will be collected at the study sites during September through November in the fourth year of the study as dictated by the discharge permit. These samples will be analyzed for TP and TKN by Pace Analytical. In addition, samples will be analyzed for metal concentrations, including Mg, Pb, Cd, Cr, Cu, Zn, Fe, Ni, Ag, and Se.

Statistical Analyses

All summary and diagnostic statistics will be made using JMP statistical software (Sall et al. 2017). Other appropriate statistical analysis will also be conducted as needed.

Responsibilities and Deliverables

Comite Resources will be responsible for sample collection, data analysis and interpretation, and meeting with City and LDEQ personnel sufficient to ensure satisfactory progress of the project. The City will be responsible for the payment of all sample analyses. Deliverables include Quarterly Progress Reports and three (3) Annual Reports.

Literature Cited

- APHA (American Public Health Association). 1985. A.E. Greenberg, R.R. Trussell, L.S. Clesceri, and M.A.H. Franson (eds.), *Standard Methods for the Examination of Water and Wastewater*, 16th Ed., Washington, D.C.
- Burdick, D.M., I.A. Mendelssohn, and K.L. McKee. 1989. Live standing crop and metabolism of the marsh grass *Spartina patens* as related to edaphic factors in a brackish, mixed marsh community in Louisiana. *Estuaries* 12: 195-204.
- Cahoon, D.R. and R.E. Turner. 1989. Accretion and canal impacts in a rapidly subsiding wetland. II. Feldspar marker horizon technique. *Estuaries* 12:260-268.
- Sall, J., M. Stephens, A. Lehman, and S. Loring. 2017. *JMP Start Statistics: A guide to statistical and data analysis using JMP*, sixth edition. Cary, NC: SAS Institute Inc. 660p.
- Shew, D.M., R.A. Linthurst, and E.D. Seneca. 1981. Comparison of production computation methods in a southeastern North Carolina *Spartina alterniflora* salt marsh. *Estuaries* 4: 97-109.
- White, D.A., T.A. Weiss, J.M. Trapani, and L.B. Thien. 1978. Productivity and decomposition of the dominant salt marsh plants in Louisiana. *Ecology* 59: 751-759.

THIS IS AN AGREEMENT effective as of January 1, 2024, (“Effective Date”) between CITY OF MANDEVILLE (“CITY”) and COMITE RESOURCES, INC. (“COMITE”).

A. COMITE has been retained by CITY to provide services under this Agreement generally described as follows:

Wetland Assimilation Biological Monitoring Scope of Services for the period of January 1, 2024 through December 31, 2026.

B. The part of the Project for which COMITE is to perform its services is referred to herein as “This Part of the Project”.

C. COMITE shall be the general administrator and coordinator of the Professional services for the Project, and shall facilitate the exchange of information among the consultants retained by CITY for the Project as necessary for the coordination of their respective services.

D. COMITE shall provide services under this Agreement as CITY’S consultant for This Part of the Project, shall be solely responsible for the means and methods used in providing these services under this Agreement, is independent of the CITY, and is not a joint venture with CITY.

CITY and COMITE in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1 – SERVICES OF COMITE

1.01 Scope

A. COMITE shall provide the Basic Services set forth herein and in Exhibit A, which is specifically designed to meet the monitoring requirements as set forth in the LPDES permit.

B. Upon this Agreement becoming effective, COMITE is authorized to begin Basic Services as set forth in Exhibit A.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.01 General

A. CITY shall have the responsibilities set forth herein.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 General

- A. COMITE’S services and compensation under this Agreement have been agreed to assuming the orderly and continuous progress of the Project through completion.
- B. If in this Agreement specific periods of time for rendering services are set forth, or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of COMITE, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of This Part of the Project, the time of performance of COMITE’S services shall be subject to equitable adjustment.
- C. For purposes of this Agreement, the term “day” means a calendar day of 24 hours.

3.02 Suspension

- A. If CITY fails to give prompt written authorization to proceed with any phase of the services after completion of the immediately preceding phase, or if COMITE’S services are delayed through no fault of COMITE, COMITE may, after giving seven days written notice to CITY, suspend services under this Agreement.
- B. If COMITE’S services are delayed or suspended in whole or in part by CITY, or if COMITE’S services are extended by CITY’S actions or inactions for more than 90 days through no fault of COMITE, COMITE may be entitled to an adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect responsible costs incurred by COMITE in connection with, among other things, such delay or suspension and reactivation and the fact that the time of performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO COMITE

4.01 Methods of Payment for Services of COMITE

- A. *For Basic Services.* CITY shall pay COMITE **\$126,000.00** for Basic Services, as outlined in Exhibit A, performed in twelve (12) quarterly payments of \$10,5000.00 based upon submittal of invoices, twelve (12) quarterly monitoring reports, and three (3) annual reports.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with COMITE’S standard invoicing practices and will be submitted to CITY by COMITE.

B. *Approval of Invoices.* CITY shall review invoices submitted by COMITE within 15 days of receipt and shall promptly either approve said invoices or notify COMITE of any disputed items. Approval of invoices by CITY shall not be unreasonably withheld.

C. *Unpaid Invoices.* If CITY has received and approved an invoice from COMITE for services, and if thereafter CITY fails to pay COMITE for the services and expenses covered by such invoice within 60 days of said invoice from COMITE, then after the 60th day, whichever occurs first, the unpaid amounts covered by such invoice will be increased at the rate of 1% per month from the date which first occurs. Payments will be credited first to interest and then to principal.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 5.04, COMITE will be entitled to invoice CITY and will be paid in accordance with this Agreement for all services satisfactorily performed or furnished as determined by CITY, including Reimbursable Expenses and COMITE charges incurred through the effective date of termination.

2. In the event of termination by CITY for convenience or by COMITE for cause, COMITE, shall be entitled to invoice CITY and shall be paid a responsible amount for services and expenses attributable to termination, such as reassignment of personnel, costs of terminating contracts with COMITE, and other related close-out costs.

E. *Records of COMITE'S Costs.* Records of COMITE'S costs pertinent to COMITE'S compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify COMITE'S charges and upon CITY'S reasonable request, copies of such records will be made available to CITY at cost.

F. *Legislative Actions.* In the event of any legislative actions after the Effective Date of this Agreement by any level of government that impose taxes, fees or costs on COMITE services in connection with this Project, such new taxes, fees or costs shall be invoiced to and paid by CITY as a Reimbursable Expense to which a factor of 1.0 shall be applied. Should such costs be imposed, they shall be in addition to COMITE'S estimated total compensation.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional and related services performed or furnished by COMITE under this Agreement will be the care and skill ordinarily used by members of COMITE'S profession practicing under similar circumstances at the same time and in the same locality. COMITE makes no warranties, express or implied, under this Agreement or otherwise, in connection with these services.

B. COMITE shall be responsible for the technical accuracy of its services, data and Documents resulting therefrom, and the CITY shall not be responsible for discovering deficiencies

therein. COMITE shall correct such deficiencies without additional compensation, except to the extent that such action is directly attributable to deficiencies in CITY-furnished information.

C. COMITE shall maintain on file in legible form, for a period of five years following the completion of its services, all its Documents, records (fiscal and other) and design calculations pertinent to its performance under this Agreement. A copy of these shall be available to the CITY at cost.

D. COMITE may employ consultants, as COMITE deems necessary to assist in performance or furnishing of such services. COMITE shall not be required to employ any consultants unacceptable to COMITE.

E. CITY and COMITE shall comply with applicable Laws and Regulations and with standards mandated by CITY. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CITY'S responsibilities and to the scope, schedule, and compensation of or for the COMITE'S services.

F. Unless indicated otherwise by CITY at the time of transmittal to COMITE, CITY shall be responsible for, and COMITE may rely on, the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CITY pursuant to this Agreement.

G. COMITE shall not be requested to sign any documents, no matter by whom requested, that would result in COMITE'S having to certify, guarantee or warrant the existence of conditions whose existence COMITE cannot ascertain and, within the scope of COMITE'S services hereunder have not been and could not be ascertained. CITY agrees not to make resolution of any dispute with COMITE or payment of any amount due to COMITE in any way contingent upon COMITE signing any such certification.

H. Material, Equipment and Services to be Provided. COMITE agrees to provide all equipment and consulting services necessary to perform COMITE'S obligations under this AGREEMENT except as otherwise expressly provided herein. COMITE agrees to provide all other necessary manpower, materials, equipment, services and facilities necessary to complete the Monitoring as called for by this AGREEMENT. COMITE agrees to provide and maintain in usable condition the following material, equipment and services: twenty-six (26) leaf litter boxes. The CITY agrees to provide and maintain in usable condition the following material, equipment and services: one airboat as needed, and agrees to bear the cost of all analytical costs including, but not limited to: laboratory fees, field sampling and testing fees, sample vessels and equipment, and related expenses.

5.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, COMITE and CITY shall designate specific individuals to serve as COMITE'S and CITY'S representatives with respect to the services to be performed or furnished by COMITE under this Agreement. Such individuals shall have the authority to transmit instructions, receive information and render decisions relative to This Part of the Project on behalf of each respective party.

5.03 Use of Documents

A. All Documents prepared or furnished by COMITE pursuant to this Agreement are instruments of service in respect to This Part of the Project and COMITE may retain an ownership and property interest therein (including the right of re-use at the discretion of COMITE) whether or not This Part of the Project is completed

B. Copies of CITY-furnished data that may be relied upon by COMITE include printed copies (also known as hard copies) that are delivered to COMITE as well as electronic media format of text, data, and graphics.

C. Copies of Documents that may be relied upon by CITY include printed copies (also known as hard copies) that are signed or sealed by COMITE as well as electronic media format of text, data, and graphics.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. However, if COMITE'S electronic files are delivered to CITY for CITY'S delivery, the 60-day acceptance period will be corrected by the party delivering the electronic files.

E. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

F. When transferring documents in electronic media format, neither COMITE nor CITY make representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by COMITE and CITY, respectively, at the completion of This Part of the Project.

G. CITY may make and retain copies of Documents for information and reference in connection with the use and occupancy of This Part of the Project by CITY'S related design services. Such Documents are not intended or represented to be suitable for re-use by CITY, CITY'S, or others on extensions of This Part of the Project or on any other project. Any such re-use or modification without written verification or adaptation by COMITE as appropriate for the specific purpose intended will be at the re-user's sole risk and without liability or legal exposure to COMITE or to COMITE'S consultants. CITY shall indemnify and hold harmless COMITE and

COMITE'S consultants from all damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom.

H. Any verification or adaptation of the Documents for extensions of This Part of the Project or for any other project will entitle COMITE to further compensation at rates to be agreed upon by CITY and COMITE.

5.04 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause:*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days or receipt of such notice, to correct its failure to perform and proceed diligently to cure such failure within no more than 30 days of receipt thereof. However, if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

b. By COMITE:

1) upon seven days written notice if COMITE believes that COMITE is being requested by CITY to furnish or perform services contrary to COMITE'S responsibilities as a licensed professional; or

2) upon seven days written notice if COMITE'S services for This Part of the Project are delayed or suspended for more than 90 days for reasons beyond COMITE'S control.

3) COMITE shall have no liability to CITY on account of termination under paragraph 5.06.A.

2. *For convenience:*

a. By CITY effective upon receipt of notice by COMITE.

b. By COMITE, if COMITE'S services under this Agreement cannot be performed because of a Hazardous Environmental Condition.

B. CITY may establish the effective date of termination under paragraph 5.04A.1 up to 30 days later than otherwise provided to allow COMITE to demobilize personnel and equipment, to

complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials for This Part of the Project in orderly files.

5.05 Dispute Resolution

A. CITY and COMITE agree to negotiate all disputes between them in good faith for a period of ten days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.

5.06 Hazardous Environmental Condition

A. CITY has disclosed all data available to CITY concerning known or suspected Hazardous Environmental Conditions or has represented that, to the best of CITY'S knowledge, a Hazardous Environmental Condition does not exist at or near the site.

B. Based on CITY'S disclosures and representations to COMITE, to the best of its knowledge, has disclosed to COMITE the existence of all known Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material, if any, located at or near the Site including type, quantity and location.

C. If any Hazardous Environmental Condition is encountered, or alleged, COMITE shall have the obligation to notify CITY and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that COMITE'S scope of work does not include any services related to an undisclosed Hazardous Environmental Condition. In the event COMITE or any party encounters a Hazardous Environmental Condition, COMITE may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of This Part of the Project affected thereby until CITY or other appropriate party: (i) retains appropriate specialist COMITE(s) or CITY(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. CITY acknowledges and agrees that COMITE is performing professional services for CITY and that COMITE is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liabilities Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with COMITE'S activities under this Agreement.

5.07 Allocation of Risks

A. *Indemnification.*

1. To the fullest extent permitted by law, COMITE shall indemnify, hold harmless, and defend the CITY, CITY'S consultants, CITY'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to, all fees and charges of CITY'S, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of COMITE or COMITE'S officers, directors, partners, employees, or COMITE'S consultants in the performance and furnishing of COMITE'S services under this Agreement.

2. To the fullest extent permitted by law, CITY shall indemnify and hold harmless COMITE, and COMITE'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to, all fees and charges of CITY'S, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY'S officers, directors, partners, employees, and CITY'S consultants with respect to this Agreement.

3. To the fullest extent permitted by law, COMITE'S total liability to CITY and anyone claiming by, through, or under CITY for any cost, loss or damages caused in part by the negligence of COMITE, including those for whom COMITE is responsible, and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that COMITE'S negligence bears to the total negligence of CITY, COMITE, and all other negligent entities and individuals.

4. To the fullest extent permitted by law, CITY'S total liability to COMITE and anyone claiming by, through, or under COMITE for any cost, loss or damages caused in part by the negligence of CITY, and in part by the negligence of COMITE or any other negligent entity or individual, shall not exceed the percentage share that CITY'S negligence bears to the total negligence of COMITE, CITY, and all other negligent entities and individuals.

5. CITY'S indemnity with respect to a Hazardous Environmental Condition, if any, is contained in the Prime Agreement.

5.08 Appropriation of Funds

A. The continuation of this Contract is contingent upon the appropriation of funds by CITY to fulfill the requirements of the Contract. If CITY fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the

Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

B. *NON-APPROPRIATION CLAUSE.* COMITE acknowledges that CITY is a governmental entity, and the Contract's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of CITY's obligations under this Contract, then this Contract shall automatically expire without penalty to CITY thirty (30) days after written notice to COMITE of the unavailability and non-appropriation of public funds. It is expressly agreed that CITY shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

C. In the event of a change in CITY's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects CITY's authority to continue its obligations under this Contract, then this Contract shall automatically terminate without penalty to CITY upon written notice to COMITE of such limitation or change in CITY's legal authority.

5.09 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

5.10 Survival

A. All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

5.11 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and COMITE, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.12 Waiver

A. Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.13 Successors, Assigns, and Beneficiaries

A. CITY and COMITE each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and COMITE are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CITY nor COMITE may assign, sublet or transfer any rights under or interest (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. 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 this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CITY or COMITE to any CITY, consultant, sub-consultant, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and COMITE and not for the benefit of any other party.

5.14 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located unless designated otherwise in the Prime Agreement.

5.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 6 – ATTACHMENTS AND EXHIBITS

6.01 No Attachments Included

6.02 Exhibits Included

A. Exhibit A

6.03 Total Agreement

A. This Agreement constitutes the entire agreement between CITY and COMITE and supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY: City of MANDEVILLE

By: _____

Date Signed: _____

Address for giving notices:

Clay Madden, Mayor
City of MANDEVILLE
3101 East Causeway Approach
MANDEVILLE, LA 70448

Designated Representative (paragraph 6.02.A):
Name: Clif Siverd
Title: Director Public of Works
Phone Number: 985-624-3169
E-Mail Address: csiverd@cityofmandeville.com

COMITE: Comite Resources, Inc.

By: _____

Date Signed: _____

Address for giving notices:

Comite Resources, Inc.
21245 Smith Rd.
Covington, LA 70435

Designated Representative (paragraph 6.02.A):
Name: Robert R. Lane
Phone Number: 225-247-3917
E-Mail Address: rlane@comiteres.com
Website: comiteresources.net