



**Liquor License Application**

- Liquor license to be issued to: Pomodori Pizza
- Legal name(s): Individual, Partners, or Corporation Lee Kay Holdings LLC
- Apply for: Class "A" \_\_\_ Class "B" \_\_\_ / High Content \_\_\_ Low Content  Restaurant \_\_\_
- Business location address: 3555 Hwy 190 Suite 3439 Mandeville LA 70471  
Address City State Zip
- Telephone ( ) \_\_\_\_\_
- Mailing address 1550 Tenth St Slidell LA 70458  
Address City State Zip
- Contact Person Raymond Mc Intosh Phone Number (925) 502-4727
- E-Mail Address: careymc@charter.net Fax Number (925) 985-288-4265 Web Address N/A @ Present time
- Type of organization: \_\_\_ Individual (Complete line A only) \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Non-Profit  LLC \_\_\_ Other

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

Name	Title	SSN	City	State	Zip	Home Phone Number	% Owned
A. <u>Raymond Mc Intosh</u>	<u>CEO</u>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	<u>50</u>
B. <u>James Webb</u>							<u>50</u>
C. _____							

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

Trade name	Owner's name	Address	License #
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- Does applicant hold State or City of Mandeville liquor license for current year at any other location? NO If yes: Name \_\_\_\_\_ Location: \_\_\_\_\_
- Has applicant applied for state liquor license? NO
- Has the applicant ever been denied a state or local liquor license? \_\_\_\_\_
- Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
- Is applicant the owner of the premises to be occupied? NO  
 If no, does applicant hold a bona fide written lease? yes (Supply copy of lease with application.)
- If premises leased, give name and address of lesser. Pontchartrain Square LLC 110 MDO Pass Rd.
- Describe the part of the building to be occupied by business: \_\_\_\_\_ MANDEVILLE, LA 70471
- Open date for this location October 2022
- Describe in detail your business. i.e.: Type of sales, activity, or service you perform:  
Food service Restaurant

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

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

Signature of Applicant Ray Mc Intosh Title: 9/27/23  
 Signature of Preparer \_\_\_\_\_ Date \_\_\_\_\_



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

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

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

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

Name	Placed Used	Date
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**AFFIDAVIT**

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 6<sup>th</sup> day of APRIL, 2023.

[Signature]  
 Notary Public  
 Effic Larsen, Notary Public #157226  
 My Commission expires with my life

[Signature]  
 Signature of Applicant





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

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

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

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

**AFFIDAVIT**

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.

Subscribed and sworn to me before this 27th day of September, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Applicant

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

**NOTARY PUBLIC # 60719**  
St. Tammany Parish, State of Louisiana  
My Commission is Issued for life

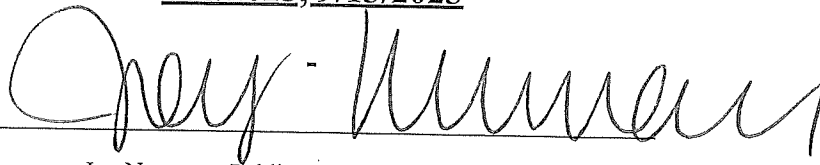
**ST. TAMMANY FARMER**

**STATE OF LOUISIANA PARISH OF ST. TAMMANY**

**PROOF OF PUBLICATION**

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

9/6/2023, 9/13/2023



Joy Newman, Public Notices Representative

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

13 Sep 2023

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M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite

Ad No: 52766

**PUBLIC NOTICE**

Lee and Ray Holdings, LLC d/b/a Pomodori Pizza is applying to the Office of Alcohol & Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of St. Tammany at the following address:  
3439 Hwy 190  
Mandeville, La  
70471  
Lee and Ray Holdings, LLC  
Pomodori Pizza  
Members: Lee  
Webb and Raymond  
McItosh  
52766-SEPT6-13-2T





Mayor Clay Madden

**SPECIAL EVENT PERMIT APPLICATION**

Name of Organization or Group Our Lady of the Lake  
 Name of Authorized Representative Bart Sellers Non-Profit/Tax-Exempt # \_\_\_\_\_  
 Mailing Address 312 Lafitte St.  
 City Mandeville State LA Zip 70448  
 Applicant Phone # 985-630-2144 Alt. Phone # 985-624-9449  
 E-Mail drbsellers@yahoo.com Application Fee Paid? YES  NO

Name of Event: OLL Eucharistic Procession  
 Date(s) of Event: Day Sunday Date 11/26/23 Time 12:00 Rain Dates(s) \_\_\_\_\_  
 Event Location: Lafitte St, Lakeshore St, Carroll St, Monroe St  
 Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
 Description/Purpose of Event Worship Estimated Attendance \_\_\_\_\_

**EVENT DETAILS - Check all that apply:**

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input checked="" 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>4</u>	
7	If you are requesting Police, will they need to direct traffic?	<input checked="" type="checkbox"/> Yes	<input 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 type="checkbox"/> Yes	<input checked="" 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No





14	Do you plan to provide portable toilets? * See Guidelines*	<input type="checkbox"/> Yes	<input checked="" 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 type="checkbox"/> Yes	<input checked="" 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.

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

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

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

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization Represented: Ow Lady of the Lake Church

Office Held \_\_\_\_\_ Date \_\_\_\_\_

Please email completed application to [acasborne@cityofmandeville.com](mailto:acasborne@cityofmandeville.com).

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



# MANDEVILLE POLICE DEPARTMENT

## Special Event Addendum

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

1. Beginning and end time of event: 1:00
2. Location of event: Labitte, Lakeshore, Carroll, Monroe St
3. Will the event take place on a public roadway?  YES  NO
4. Are you requesting public streets be blocked off?  YES  NO
5. Are you requesting that Police be present during the event?  YES  NO
6. Are you paying for a Police detail?  YES  NO
7. If you answered yes to number 6, how many officers? 4
8. Name and contact number of Event official?  
Bart Sellers 985-630-2188

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9. Will alcoholic beverages be present? YES   NO
10. Expected number of people at event? 200-400





DIGITAL ENGINEERING & IMAGING, INC.

October 16, 2023

City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448  
Attn: City Council Members

Re: WWTP Effluent Pipeline Extension  
Recommendation of Principal Engineering Task Order No. 1 Amendment No. 3  
City Project No. 212.21.010

Ladies and Gentlemen,

Due to requests for additional information from the project permitting agencies (LDEQ and LDNR), Principal Engineering has requested an amendment to increase their Task Order No. 1 by **\$169,950.00** to add additional Topographic Survey, Ecological Baseline Study, and Hydrologic Modeling services. Digital Engineering has reviewed this request and recommends the approval of this Amendment No. 3 to Task Order No. 1. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in black ink, appearing to read 'D LeBreton Jr.' with a stylized flourish at the end.

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

Enclosure: Exhibit K – Amendment No. 3 to Task Order No. 1



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1011 N Causeway Blvd, Suite 19 ♦ Mandeville, Louisiana 70471 ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

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October 3, 2023

City of Mandeville  
Department of Public Works  
3101 East Causeway Approach  
Mandeville, LA 70448

SUBJECT: Engineering Fee Proposal  
Task Order Agreement for Professional Engineering Services  
City of Mandeville and Principal Engineering  
Task Order No. 1 – Amendment No. 3

Greetings,

Enclosed for your review is our proposal to perform engineering services for the permitting requirements on **Task 1J – Effluent Pipeline Extension** of the Task Order Agreement For Professional Engineering Services between the City of Mandeville and Principal Engineering. This is proposed as Amendment No. 3 to Task Order No. 1, and is detailed in the attached Exhibit K. A summary of the proposed services and fees is listed below.

**Original and Additional Fee Summary:**

Original Task 1-J:	Permitting & Geotech (by engineer and subconsultant)	-	\$ 80,000.00 (NTE)
#1 Amendment 3 ADD:	Topographic Surveying (by subconsultant)	-	\$ 15,400.00 (NTE)
#2 Amendment 3 ADD:	Ecological Baseline Study (by subconsultant)	-	\$ 14,300.00 (NTE)
#3 Amendment 3 ADD:	Hydrologic Modeling (by engineer and subconsultant)	-	\$ 140,250.00 (LS)
<b>Total Increase/ADD by Amendment No. 3:</b>			<b>- \$ 169,950.00</b>
<b>Task 1-J Amended Combined Total:</b>			<b>- \$ 249,950.00</b>

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Architecture ♦ Engineering ♦ Construction

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www.pi-aec.com ♦ info@pi-aec.com



If you have questions regarding this proposal, please contact me at any time.

Sincerely,



Brien Croff, P.E.  
Project Engineer  
*Principal Engineering, Inc.*  
Brien@pi-aec.com  
440-226-4041

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated December 17, 2020.

**Amendment to Task Order No. 1**

**(Amendment No. 3)**

**1. Background Data:**

- a. Effective Date of Task Order: December 17, 2020
- b. Owner: City of Mandeville
- c. Engineer: Principal Engineering, Inc.
- d. Specific Project: Task 1J – Effluent Pipeline Extension

**2. Original Task Order Scope of work:**

Project extends the effluent pipeline from the WWTP further into the marsh, to expand capacity. Design is complete, permitting with DEQ, USACE, and DNR remain before advertising for bids.

Original Tasks & Fee included Permitting & Geotechnical Engineering for \$80,000.00 NTE.

**3. Description of Amendment:**

Since the completion of the permit application documents which were submitted to the Louisiana DNR Office of Coastal Management in July of 2022, the reviewing agencies (LDEQ and LADNR) have required the need for additional work to make a determination on permitting the project. Attached are letters from these agencies which describe the need for additional information. The condition of main concern is whether flow from the proposed pipeline extension will take a path outside of the intended marsh assimilation area. This requires an ecological baseline study, topographic/hydrological survey, hydrologic/hydrodynamic modeling, and more involved applications for the Coastal Use permit and the DEQ discharge permit. The complexity and duration of the work required to perform these services and complete the permitting effort exceeds the original scope and \$80,000 NTE fee budgeted for Task 1-J.



#### 4. Description of Fee Increase:

Increase the not-to-exceed fee for permitting agency required additional services to obtain a coastal use permit and discharge permit for the Tchefuncte March Assimilation Wetland Pipeline Extension Project.

The following describes the proposed additional services and not-to-exceed (NTE) and lump sum fees to accomplish the work.

##### **Additional Service #1: Topographic Survey**

Employ a surveyor licensed in the State of Louisiana for the supplemental service of performing a topographic survey necessary to model the hydrology of the marsh assimilation area. The survey crew will be equipped with an airboat to capture elevations and deliver a digital elevation model (DEM) to be used for hydraulic modeling. This task will be budgeted for 5 days of surveying work. An attachment of the email stating the surveyors fee is included.

Survey Fee = (\$2,800 /day) × (5 days)	=	\$14,000.00 (NTE)
10% Prime Fee	=	\$1,400.00 (NTE)
<b>Total Fee Service #1</b>	=	<b>\$15,400.00 (NTE)</b>

##### **Additional Service #2: Ecological Baseline Study**

Through the use of a sub-consultant, perform a wetland assimilation Ecological Baseline Study (EBS) to submit to LA DEQ as part of the LPDES permit process. The EBS describes background ecological conditions of the candidate wetland and a nearby reference wetland.

Subconsultant Proposal	=	\$13,000.00 (NTE)
10% Prime Fee	=	\$1,300.00 (NTE)
<b>Total Fee Service #2</b>	=	<b>\$14,300.00 (NTE)</b>

**Additional Service #3: Hydrologic Modeling**

Engineer and sub-consultant shall collaboratively perform the following services:

1. Develop a revised hydrologic study plan for approval by LDEQ.
2. Perform hydrodynamic modeling and simulations for wide and shallow marsh areas, evaluating flow distribution, flow paths, travel times, and potential for short-circuiting resulting from the extended effluent pipeline.

A collective man-hour estimate of the work required for the Hydrologic Modeling is detailed below.

<b>Classification:</b>	<b>Principal Engineer</b>	<b>Engineer IV</b>	<b>Engineer III</b>	<b>Senior Engr Tech</b>
Rate:	\$190.00	\$160.00	\$130.00	\$115.00
<b>Description</b>	<b>Hours</b>			
Revise hydrology plan and obtain approval by LDEQ	10	40	80	20
Develop 2D hydrodynamic model	10	40	200	350
Prepare modeling report	10	80	160	80
<b>Man-hour subtotal:</b>	30	160	440	450
<b>Fee subtotal:</b>	\$5,700	\$25,600	\$57,200	\$51,750
<b>Total Fee Service #3:</b>	<b>\$140,250.00 (LS)</b>			



**Original and Additional Fee Summary:**

Original Task 1-J:	Permitting & Geotech (by engineer and subconsultant)	-	\$ 80,000.00 (NTE)
#1 Amendment 3 ADD:	Topographic Surveying (by subconsultant)	-	\$ 15,400.00 (NTE)
#2 Amendment 3 ADD:	Ecological Baseline Study (by subconsultant)	-	\$ 14,300.00 (NTE)
#3 Amendment 3 ADD:	Hydrologic Modeling (by engineer and subconsultant)	-	\$ 140,250.00 (LS)
<b>Total Increase/ADD by Amendment No. 3:</b>			<b>\$ 169,950.00</b>
<b>Task 1-J Amended Combined Total:</b>			<b>\$ 249,950.00</b>

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

**RESOLUTION NO. 23-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND  
THE MAINTENANCE AGREEMENT BETWEEN THE CITY OF MANDEVILLE  
AND THE STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND  
DEVELOPMENT, OFFICE OF ENGINEERING (DOTD) FOR MOWING AND  
LITTER PICKUP FOR THE FISCAL YEAR ENDING JUNE 30, 2024 AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the Professional Services Agreement with the State of Louisiana Department of Transportation and Development Office of Engineering, (“Consultant”), through which Consultant provides maintenance including mowing and litter pick up services to the City, which has been in effect since June 22, 2023; and

**WHEREAS**, the June 22, 2023 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

**WHEREAS**, during the course of the project, additional state funds have become available for maintenance of the DOTD right-of-way statewide; and

**WHEREAS**, the Amendment requests one (1) additional maintenance cycle completed in Fiscal Year 2024 from four (4) to five (5) cycles to remove litter and mow vegetation on certain state right-of-ways within the jurisdiction of the City of Mandeville;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes and empowers the Mayor of the City to amend the June 22, 2023 Maintenance Agreement between the City of Mandeville and the State of Louisiana Department of Transportation and Development for mowing and litter pickup services as set forth in Amendment No. 1 to address the additional cycle in accordance with the agreement attached hereto and made a part hereof as if set out in full.

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

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

and the resolution was declared adopted this 26<sup>nd</sup> day of October, 2023.

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman



**AMENDMENT NO. 1**

**CONTRACT NO. 4400002069**

**MAINTENANCE AGREEMENT  
INCLUDING MOWING AND LITTER PICKUP**

**STATE PROJECT NO.**

**THROUGH FISCAL YEAR ENDING 2024**

**BETWEEN**

**MANDEVILLE**

**AND**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
OFFICE OF ENGINEERING**

This Amendment (Amendment No. 1) to the referenced Contract No. 4400002069 (“referenced contract”) between the Department of Transportation and Development, State of Louisiana (“DOTD”), and Mandeville (“Municipality”) is entered into on this 3<sup>rd</sup> day of October, 2023.

**Whereas** additional state funds (“funds”) have become available for maintenance of DOTD right-of-way statewide;

**Whereas** DOTD proposes to make some of the funds available to Municipality to offset in part one (1) additional maintenance cycle completed by Municipality during Fiscal Year 2024;

**Whereas** Municipality has accepted the offer to make supplemental funding available to Municipality and has agreed to perform one additional maintenance cycle to remove litter and mow vegetation on certain state right-of-way within the jurisdiction of Municipality;

**Therefore**, the parties agree to amend Article II of the referenced contract to increase the stipulated minimum number of maintenance cycles in Fiscal Year 2024 from 4 to 5.

**Further**, the parties agree that all provisions of the referenced contract shall remain in full force and effect to the extent not inconsistent with this amendment and that the provisions of the referenced contract and this amendment to the referenced contract notwithstanding, the parties:

**Amendment No 1.**  
**Maintenance Agreement**  
**Page 2 of 3**

A. Affirm their respective rights and obligations under the provisions of the referenced contract as amended or supplemented; and

B. Confirm that, by approving and entering into this agreement, DOTD and Municipality do not intend to extinguish in whole or in part, to novate, or to otherwise modify or alter, the rights and obligations of the parties under the provisions of the referenced contract as amended and supplemented except to the extent expressly modified, amended, or extinguished by the express provisions of this Amendment No. 1 to the referenced contract.

THUS DONE AND SIGNED at \_\_\_\_\_, Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
**Municipality**

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Taxpayer I.D.)

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALY**

THUS DONE AND SIGNED at \_\_\_\_\_, Louisiana, on this \_\_\_\_ day of  
\_\_\_\_\_, 2023

\_\_\_\_\_  
**DOTD**

\_\_\_\_\_  
Printed Name of Representative

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

**RESOLUTION NO. 23-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
CONFIRMING THE CITY ATTORNEY'S APPOINTMENT OF SPECIAL LEGAL  
COUNSEL**

**WHEREAS**, under Section 4-02(E) of the Mandeville Home Rule Charter, the City Attorney may seek special legal counsel by written contract and approval of the council;

**WHEREAS**, the City Attorney Elizabeth Sconzert, in performing her duties prescribed by the Home Rule Charter, has identified and selected James Breaux of the Liskow law firm, who is duly authorized to and licensed to practice law in the Courts of Louisiana, to serve as special legal counsel on behalf of the City of Mandeville in connection with the lawsuit captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Easter District of Louisiana, bearing civil action number 2:23-cv-05824.

**WHEREAS**, the City Attorney Elizabeth Sconzert, in performing her duties prescribed by the Home Rule Charter, has identified and selected Thomas Flanagan of the Flanagan Partners law firm, who is duly authorized to and licensed to practice law in the Courts of Louisiana, to serve as special legal counsel on behalf of Jason Zuckerman in connection with the lawsuit captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Easter District of Louisiana, bearing civil action number 2:23-cv-05824.

**WHEREAS**, the Mandeville City Council desires to approve the City Attorney's appointment of the foregoing attorneys to serve as special legal counsel and engage their professional services to represent the City of Mandeville and Jason Zuckerman in the aforementioned litigation and any related matter as requested by the City Attorney in accordance with Section 4.02 of the Home Rule Charter.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby confirms and approves the engagement of James Breaux as special counsel for the City of Mandeville and Thomas Flanagan as special counsel for Jason Zuckerman in the lawsuit captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Eastern District of Louisiana, bearing civil action number 2:23-cv-05824.

**BE IT FURTHER RESOLVED** that Mayor Clay Madden be authorized and empowered to act on behalf of the City of Mandeville in all matters pertaining to this appointment, including the execution of any and all documents, including professional service contracts.



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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

---

Kristine Scherer  
Clerk of Council

---

Jason Zuckerman  
Council Chairman



James L. Breaux  
jlbreaux@liskow.com  
D: 504.556.4027

October 12, 2023

City of Mandeville  
Attn: Mayor Clay Madden  
3102 E. Causeway Approach  
Mandeville, LA 70448

Dear Mayor Madden:

Thank you for selecting Liskow & Lewis, A Professional Law Corporation, to represent the City of Mandeville (the "City") in connection with a dispute relating to the proposed Sucette Harbor development. Please allow this letter to memorialize our agreement as to the basic terms of our engagement, which shall be as follows:

**I. SCOPE**

The scope of representation shall include and shall be limited to representation relating to the complaint by Woodward Harbor, L.L.C. and LSU Health Foundation New Orleans filed in the United States District Court for the Eastern District of Louisiana. We are not being retained to represent the City in any other case or matter. However, if we are so retained in the future, we will supplement this retention agreement as necessary.

**II. TERMS OF ENGAGEMENT**

This engagement shall commence upon the date of acceptance of this letter. Either party may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. Unless previously terminated, our representation of you with regard to this matter will terminate upon our sending you our final statement for services rendered in this matter at which time the file on this matter will be closed.

We will provide legal counsel and representation, and the City will cooperate with us in all matters relating to the representation, including fully and accurately disclosing to us all facts and documents that may be relevant to the matter or that we may otherwise request. During the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action available to the City, as well as the results that might be anticipated if a particular course of action is chosen. Any such statement is intended to be our expression of professional opinion only based on the information available to us at the time and should not be construed as a promise or guarantee. We do not and cannot guarantee the ultimate outcome of this matter.

**III. FEES AND EXPENSES**



October 18, 2023

Our fees will be based upon the time devoted to the matter at a billing rate for each attorney and paralegal devoting time to this matter, which are subject to change from time to time. The standard hourly rates for the following shareholders that we anticipate primarily working on this matter have been discounted to the following rates: Paul Adkins \$375.00, James Breaux \$350.00, and Clare Bienvenu \$325.00. We also anticipate utilizing associates at a rate of \$250.00 per hour and paralegals at a rate of \$175 per hour. Further, other attorneys with varying rates may be required to assist with this matter as needed. Our firm may also incur costs in connection with the legal representation, and the City will be responsible for reimbursing us for those costs. Extraordinary cost items such as expert witness fees will be submitted to the City for direct payment. We will secure the City's advance approval for specific cost items exceeding \$500.00. Presently, the course of the matter and the extent of activity necessary to represent the City's interests are not predictable, and we can make no commitment concerning the maximum fees and costs that may be necessary to resolve or complete our representation of the City. We will, of course, make every reasonable effort to keep our legal fees and costs to a minimum, consistent with the need to represent the City competently, ethically, and effectively.

Billing statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due within thirty (30) days of receipt of our statement. We may withdraw from the representation if the City does not fulfill its obligations under this agreement, including payment of our fees and expenses within ninety (90) days, upon reasonable notice to the City and provided that such withdrawal is permitted under applicable standards of professional conduct and/or rules of court.

Again, thank you very much for selecting Liskow & Lewis. It is our privilege to assist you. Please review this letter carefully and, if it meets with the City's approval, sign below and return your signature to us. If you have any questions or concerns, please call James Breaux at (504) 556-4027

Sincerely,

LISKOW & LEWIS, APLC

By: \_\_\_\_\_  
James L. Breaux

**AGREED AND ACCEPTED effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023:**

**City of Mandeville**

By: \_\_\_\_\_  
Clay Madden, Mayor



Thomas M. Flanagan  
Direct Dial: (504) 569-0064  
tflanagan@flanagantpartners.com  
www.flanagantpartners.com

October 18, 2023

**Via Email Only**

City of Mandeville  
c/o Elizabeth S. Sconzert  
Blue Williams LLP  
1060 W. Causeway Approach  
Mandeville, LA 70471

Re: *Woodward Harbor LLC, et al. v. City of Mandeville, et al.*  
Our File No. 63428

Dear Elizabeth:

We have been asked to represent Jason Zuckerman in a federal suit brought against him in the United States District Court for the Eastern District of Louisiana. We understand that, subject to certain conditions and limitations, the City of Mandeville ("City") has agreed to pay Mr. Zuckerman's legal fees. We thus write to set for the terms of our engagement.

We bill for our services on an hourly basis. My standard rate for 2023 is \$500/hr. Because a public body is paying us, we are willing to offer steeply discounted rates. My rate for this matter will be \$375/hr. I will be assisted by my partner Anders Holmgren, who will bill at \$310/hr., and by associate Kansas Guidry, whose reduced rate will be \$245/hr. Our paralegals are billed at \$125/hr. Our professional bios are available at [www.flanagantpartners.com](http://www.flanagantpartners.com). Our monthly invoices will include any out-of-pocket costs we may incur on Mr. Zuckerman's behalf, such as filing fees, courier expenses, computer legal-research charges, expert fees, and the like. If the case requires any substantial out-of-pocket expense, we will ask that the City pay that expense directly.

Either party may terminate this engagement for any reason by written notice, subject on our part to the applicable Louisiana Rules of Professional Conduct.



Very truly yours,

Thomas M. Flanagan

TMF:jym

cc: Jason Zuckerman (via email only)

**AGREED:**

**City of Mandeville**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

October 16, 2023

Jason Zuckerman  
1354 Villere St.  
Mandeville, LA 70448

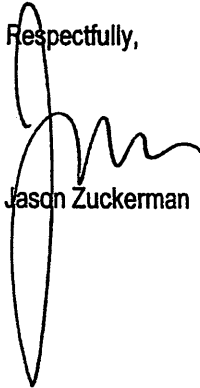
Mayor Clay Madden  
City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

Dear Mayor Madden,

Please accept this letter as tender of my defense (and any resulting indemnity) under Section 2-6 of the City of Mandeville Code of Ordinances in response to the lawsuit filed against me personally and the City, captioned *Woodward Harbor, LLC and LSU Health Foundation New Orleans v. City of Mandeville and Jason Zuckerman, Individually*, pending in the United States District Court, Eastern District of Louisiana, bearing civil action number 2:23-cv-05824. Pursuant to Section 2-6 (c)(3) of the City of Mandeville Code of Ordinances, this letter shall serve as my "acknowledgment of my duty to reimburse" should I be found liable for any act described in subsection (c) of Section 2-6 and a formal recognition that if any legal action is necessary in order to enforce the reimbursement provision, that I shall also be liable for the reasonable attorneys' fees incurred by the City in enforcing my reimbursement obligation.

I have requested that Thomas Flanagan serve as my attorney in connection with the above captioned lawsuit, and I understand that he will submit the legal invoices directly to the City of Mandeville for approval and payment.

Respectfully,



Jason Zuckerman

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

**RESOLUTION NO. 23-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND FAIRWAY CONSULTING + ENGINEERING FOR THE LIFT  
STATION 3 & 39 UPGRADES PROJECT AND PROVIDING FOR OTHER MATTERS  
IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the Professional Services Agreement with Fairway Consulting + Engineering (“Consultant”), through which Consultant provides professional engineering services to the City for the Lift Stations 3 & 39 Upgrades Project and has been in effect since December 13, 2021; and

**WHEREAS**, the December 13, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

**WHEREAS**, the Amendment contemplates a one year extension to the term of the agreement, resulting in the extension of the contract until December 13, 2024;

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to extend the contract until December 13, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the December 13, 2021 Professional Services Agreement with Fairway Consulting + Engineering, as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Lift Stations 3 & 39 Upgrades Project.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

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**Kristine Scherer**  
**Clerk of Council**

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**Jason Zuckerman**  
**Council Chairman**



**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MANDEVILLE  
AND  
FAIRWAY CONSULTING + ENGINEERING  
COM PROJ. NO. 212.22.002  
LIFT STATION 3 (JACKSON ST AT JEFFERSON ST) & 39 (WOODSTONE)  
UPGRADES PROJECT**

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

**RECITALS**

**WHEREAS**, the City and the Consultant are parties to a professional services agreement dated on December 13, 2021 (the “**Agreement**”) to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 3 (LS No. 3) located on the corner of Jackson St. at Jefferson St. and Lift Station No. 39 (LS No. 39) located on Christian Court between Robyn Pl. and Tara Ln. in the City of Mandeville;

**WHEREAS**, the Agreement has a duration of two (2) years from the Effective Date of December 13, 2021; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Lift Stations 3 & 39 Upgrades Project (the “**Project**”);

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

A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Lift Stations 3 & 39 Upgrades Project**:

1. None.

**B. COMPENSATION:**

1. **Fees Added for the Lift Stations 3 & 39 Upgrades Project.** No fees are added to the Consultant's compensation for the services in the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$145,994.00**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

**C. CONTRACT TIME AND SCHEDULE:**

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (12/13/2023) to a new date of 12/13/2024.

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

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

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

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

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

**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_  
**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**FORM AND LEGALITY APPROVED:  
Law Department**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**FAIRWAY CONSULTING + ENGINEERING**

**BY:** \_\_\_\_\_  
**JOHN A. CATALANOTTO, PRESIDENT**

**CORPORATE TAX I.D.** \_\_\_\_\_

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL  
MEMBER BUSH AND SECONDED FOR ADOPTION BY  
COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 23-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC FOR THE LIFT STATIONS  
42 & 43 UPGRADES AND PROVIDING FOR OTHER MATTERS IN CONNECTION  
THEREWITH**

**WHEREAS**, the City desires to amend the Professional Services Agreement with High Tide Consultants, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Lift Stations 42 & 43 Upgrades Project, which has been in effect since December 13, 2021; and

**WHEREAS**, the December 13, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

**WHEREAS**, the Amendment contemplates a one-year extension to the term of the agreement, resulting in the extension of the contract until December 13, 2024; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to extend the contract until December 13, 2024;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the December 13, 2021 Professional Services Agreement with High Tide Consultants, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Lift Stations 42 & 43 Upgrades Project.

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

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

and the resolution was declared adopted this \_\_\_th day of October, 2023.



**Kristine Scherer  
Clerk of Council**

**Jason Zuckerman  
Council Chairman**

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MANDEVILLE  
AND  
HIGH TIDE CONSULTANTS, LLC**

**COM PROJ. NO. 212.22.001  
LIFT STATION 42 (10<sup>th</sup> ST) & 43 (BEAU WEST) UPGRADES PROJECT**

**THIS FIRST AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and High Tide Consultants, LLC, represented by B. Shane Guin, P.E., Principal, (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and the Consultant are parties to a professional services agreement dated on December 13, 2021 (the “**Agreement**”) to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 42 (LS No. 42) located on 10<sup>th</sup> St. Lift Station No. 43 (LS No. 43) located on Libby Lane in the City of Mandeville;

**WHEREAS**, the Agreement has a duration of two (2) years from the Effective Date of December 13, 2021; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Lift Stations 42 & 43 Upgrades Project (the “**Project**”);

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

A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Lift Stations 42 & 43 Upgrades Project**:

1. None.

B. **COMPENSATION**:

1. **Fees Added for the Lift Stations 42 & 43 Upgrades Project.** No fees are added to the Consultant's compensation for the services in the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$125,498.01**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

**C. CONTRACT TIME AND SCHEDULE:**

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (12/13/2023) to a new date of 12/13/2024.

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

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

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

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

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

**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_  
**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**FORM AND LEGALITY APPROVED:  
Law Department**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**HIGH TIDE CONSULTANTS, LLC**

**BY:** \_\_\_\_\_  
**B. SHANE GUIN, P.E., PRINCIPAL**

**CORPORATE TAX I.D.** \_\_\_\_\_

**INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR  
ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 23-41**

**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 ARTOVIA, LLC AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with Artovia, LLC for professional engineering services, and more specifically, resident inspection services for two projects that involve the mechanical and electrical upgrades at Lift Stations 42 & 43 and Lift Stations 3 & 39. The project scopes requires Artovia to monitor the construction contractor and quantities installed.

**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 Artovia, LLC for resident inspection services on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman



**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANDEVILLE AND  
ARTOVIA, LLC**

**212.22.001 / 212.22.002**

**LIFT STATIONS 42 (10<sup>th</sup> ST) & 43 (BEAU WEST) UPGRADES PROJECT  
AND**

**LIFT STATIONS 3 (JACKSON ST AT JEFFERSON ST)  
& 39 (WOODSTONE) UPGRADES PROJECT  
RESIDENT INSPECTION**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Artovia, LLC., represented by Paul Barcelona, P.E., President., Agent/Officer (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for the Project dated October 6, 2023 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

**NOW THEREFORE**, the City and the Consultant, for good and valuable consideration, agree as follows:

**ARTICLE I. OBLIGATIONS OF THE CONSULTANT**

**A. SCOPE OF SERVICES.**

The Consultant shall provide professional services for resident inspection for two projects that include mechanical and electrical upgrades. The two projects are;

- Lift Station 42 at 10<sup>th</sup> St. and Lift Station 43 at Beau West. Project construction duration is expected to be 240 days for substantial completion.



- Lift Station 3 at Jackson St. and Jefferson St. and Lift Station 39 at Woodstone. Project construction duration is expected to be 180 days for substantial completion.

Consultant is to perform each of the services and provide all deliverables as set forth in this Article and elsewhere in this Agreement (collectively, the “**Services**”).

## **PHASE VI . INSPECTION, REPORTING, AND VERIFICATION**

The Department may also choose to require the Consultant to provide Resident Inspection services, which shall consist of, but may not be limited to, the following:

- Observe construction at all times while the Construction Contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

Field construction inspector(s) shall be provided and be on the Project site at all times (or at the discretion of the Department) when construction work is being performed. Such personnel shall be qualified for their assignments and shall be approved by the Department.

During construction, the Consultant shall maintain all construction field records normally

maintained by the Department. Entries shall be made daily in the project diary to indicate the Consultant's personnel on the Project, as well as, the forces of the Construction Contractor, the Construction Contractor's equipment, and the work performed.

The Consultant shall continually observe the progress of the Project, with particular emphasis on project site safety and the requirements of the General and Special Specifications relative to the timely rejection of all nonconforming work and materials, the applications of the work forces to particular portions of the work, the conformance of the work to the Construction Contractor's schedule, the timely prosecution of the work and perform any required interviews of the Construction Contractor.

The Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall forward the Construction Contractor's monthly updated schedule of work with the partial payment requests and weather reports. All documents submitted to the Department must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the Department.

In a timely manner, the Consultant shall notify the Department of all problems that may impact the Project's cost or construction time.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the Project's Construction Documents based upon test results.

The Consultant shall cooperate with the City and any other contractors providing services to the City as needed.

LADOTD Projects must be performed by an LADOTD certified inspector experienced and knowledgeable with LADOTD Inspection Procedures.

## **B. CONSULTANT'S STANDARD OF CARE.**

The Consultant represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, the Consultant is expected to perform all services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services under the same or similar circumstances. The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

## **ARTICLE II. THE CITY'S OBLIGATIONS.**

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
  1. GIS/CAD files of:
    - a. Street Assets for reference;
    - b. Utility and unit sheets (if available)
    - c. As-built drawings (if available)
    - d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
    - e. Provide any other standard plans and details that may be relevant for use on the Project; and
    - f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

## **ARTICLE III. CONTRACT TIME AND SCHEDULE**

- A. **DURATION:** This Agreement shall commence on the Effective Date and shall continue until and through a period of two (2) years.
- B. **EXTENSION:** This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by the City on an annual basis for no longer than three (3) one-year periods.
- C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its

control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

#### **ARTICLE IV. COMPENSATION**

A. **FEES UNDER THIS AGREEMENT:** The Consultant's compensation for the services performed under this Agreement shall be in accordance with the follow fees:

PHASE VI . Inspection, Reporting, & Verification	<b>\$122,400.00</b>	(Hourly, NTE)
DIRECT EXPENSES (MILEAGE – est. 450 miles at \$0.655/mile)	<b>\$442.13</b>	(NTE)

B. **MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$122,842.13**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. **ACKNOWLEDGEMENTS:** The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

#### **ARTICLE V. INVOICES**

The Consultant shall submit monthly invoices showing the percentage and dollar amount of the Services provided to date for such submission and show a deduction of five percent (5%) of the amount earned to date as an amount to be retained by the Department until satisfactory completion of the required work. When each phase of work is satisfactorily completed, the retainage for that phase will be released.

The Consultant shall submit three (3) invoices in a format approved by the Department shall be submitted to the Department along with three (3) sets of back-up or verification documentation. Electronic files of the invoices and back-up documentation may be placed on a USB thumb drive or downloadable shared link for submittal.

#### **ARTICLE VI. INDEMNITY.**

A. **INDEMNITY:** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the “**Indemnified Parties**”) harmless from and against: (1) any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

B. **LIMITATION:** The Consultant’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

C. **INDEPENDENT DUTY:** The Consultant has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

D. **EXPENSES:** The Consultant will bear all expenses, including without limitation the City’s reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

#### **ARTICLE VII. INSURANCE**

A. **MINIMUM SCOPE OF INSURANCE:** At all times during the term of this

Agreement, the Consultant, at its own expense, will maintain policies of insurance sufficient to provide the following minimum scope of insurance coverage:

1. **Commercial General Liability (“CGL”):** Insurance Services Office (“ISO”) Form CG 00 01 or similar acceptable to the City, covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of Louisiana, with Statutory Limits, and Employer’s Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** with limits no less than \$1,000,000.00 per claim.

**B. OTHER INSURANCE PROVISIONS:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. **Primary Coverage:** For any claims related to this Agreement, the Consultant’s insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-

contributing to the Consultant's coverage.

3. **Claims Made Policies:** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. **Waiver of Subrogation:** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### **ARTICLE VIII. NON – DISCRIMINATION.**

A. **NON – DISCRIMINATION:** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within the City of Mandeville or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

B. **NON – DISCRIMINATION IN EMPLOYMENT:** In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of



compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Consultant will require all subcontractors to comply with the requirements of this article.

**ARTICLE IX. INDEPENDENT CONTRACTOR STATUS**

**A. INDEPENDENT CONTRACTOR STATUS:** The Consultant is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

**B. EXCLUSION OF WORKERS' COMPENSATION COVERAGE:** The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for any reason, including for the purpose of Worker's Compensation coverage.

**C. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:** The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.

**D. WAIVER OF BENEFITS:** The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

**ARTICLE X. NOTICES**

Except for any routine communication, any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City:                    Director, Department of Public Works  
   City of Mandeville  
   1100 Mandeville High Blvd

Mandeville, La 70448

&

City Attorney  
City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

#### **ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS**

**A. OWNERSHIP OF DOCUMENTS:** All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

Notwithstanding anything to the contrary contained herein, any tools, systems or information used by the Consultant to provide the Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of the Consultant or its suppliers.

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

**B. CITY'S RIGHT TO APPROVE PERSONNEL:** The City reserves the right to approve or reasonably disapprove all engineers, workers, and other field personnel assigned to the Project.

**C. REMEDIES CUMULATIVE:** No remedy set forth in this Agreement or otherwise

conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**D. SURVIVAL OF PROVISIONS:** All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.

**E. ASSIGNABILITY:** The Consultant will not assign any interest in this Agreement and will not transfer any interest in the same without the City's prior written consent.

**F. JURISDICTION & VENUE:** For all claims arising out of or related to this Agreement, the Consultant consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of St. Tammany and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.

**G. GOVERNING LAW:** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**H. NON – WAIVER:** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**I. PERFORMANCE MEASURES:** The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement

and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

**J. SEVERABILITY:** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

**K. RULES OF CONSTRUCTION:** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender.

**L. NO THIRD PARTY BENEFICIARIES:** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**M. NON – EXCLUSIVITY FOR THE CITY:** This Agreement is non-exclusive and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**N. CONFLICT OF INTEREST:** To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

**O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT:** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official

or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

**P. OWNERSHIP INTEREST DISCLOSURE:** The Consultant will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**Q. SUBCONTRACTOR REPORTING:** The Consultant will provide a list of all persons, natural or artificial, who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the city. In regard to any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the City, the Consultant must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Consultant fails to submit the required lists and notices, the City may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

**R. EMPLOYEE VERIFICATION:** The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

**S. MODIFICATION:** This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

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

**U. CONVICTED FELON STATEMENT:** The Consultant swears that No Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records. The Consultant will confirm same through affidavit provided by City.

**V. COMPLETE AGREEMENT:** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

#### **ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY**

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

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

**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_

**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FORM AND LEGALITY APPROVED:**

**Law Department**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**ARTOVIA, LLC**

**BY:** \_\_\_\_\_

**PAUL BARCELONA, P.E., PRESIDENT**

\_\_\_\_\_  
**CORPORATE TAX I.D.**





**INTRODUCED BY COUNCIL MEMBER BUSH AND SECONDED FOR ADOPTION  
BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 23-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND  
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND VOLKERT, INC., AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the professional services agreement with Volkert, Inc. (“Consultant”) through which Consultant provides professional engineering services, including the preliminary design and permitting, for the Tchefuncte Marsh Shoreline Protection and Marsh Creation project, which has been in effect since December 13, 2021; and

**WHEREAS**, the December 13, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

**WHEREAS**, the Amendment contemplates a one-year extension to the term of the agreement, resulting in the extension of the contract until December 13, 2024; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to extend the contract until December 13, 2024;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the professional services agreement with Volkert, Inc. on behalf of the City of Mandeville.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MANDEVILLE  
AND  
VOLKERT, INC.  
100.21.006  
TCHEFUNCTE MARSH SHORELINE PROTECTION  
AND MARSH CREATION**

**THIS SECOND AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Volkert, Inc., represented by Janet Evans, Vice President (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and the Consultant are parties to a professional services agreement dated on December 13, 2021 (the “**Agreement**”) to provide professional engineering design and permitting services for the Tchefuncte Marsh Shoreline and Marsh Creation project located between the Tchefuncte River and Lewisburg, LA;

**WHEREAS**, the Agreement has a duration of two (2) years from the Effective Date of December 13, 2021; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Tchefuncte Marsh Shoreline Protection and Marsh Creation project (the “**Project**”);

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

- A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Tchefuncte Marsh Shoreline and Marsh Creation Project**:
  1. None.
  
- B. **COMPENSATION**:
  1. **Fees Added for Tchefuncte Marsh Shoreline and Marsh Creation**

**Project.** No fees are added to the Consultant's compensation for the services in the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$443,665.00**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

**C. CONTRACT TIME AND SCHEDULE:**

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (12/13/2023) to a new date of 12/13/2024.

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

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

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

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

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

**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_  
**CLAY MADDEN, MAYOR**

**Executed on this \_\_\_\_ day of \_\_\_\_\_, 2023.**

**FORM AND LEGALITY APPROVED:  
Law Department**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**VOLKERT, INC.**

**BY:** \_\_\_\_\_  
**JANET EVANS, VICE PRESIDENT**

**CORPORATE TAX I.D.** \_\_\_\_\_

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

**ORDINANCE NO. 23-34**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO REVISE IN THE CODE OF ORDINANCES, ARTICLE "I" FINANCIAL OVERSIGHT COMMITTEE, SECTIONS 18-1, COMPOSITION AND QUALIFICATIONS; SECTION 18-2 DUTIES AND RESPONSIBILITIES; AND SECTION 18-3 MEETINGS AND TERMS OF THE MANDEVILLE FINANCIAL OVERSIGHT COMMITTEE AND TO PROVIDE FOR RELATED MATTERS**

**WHEREAS**, the City Council established The Mandeville Financial Oversight Committee ("MFOC") for the purpose of providing guidance and financial direction to the City Council under Ordinance No. 12-20; and

**WHEREAS**, transparency in government functions, that provide greater visibility and understanding to the public, is an important precondition for good government; and

**WHEREAS**, the City Council from time to time needs to update and revise the scope of duties and responsibilities of the MFOC in order to effectively accomplish their financial councilmanic function; and

**WHEREAS**, the City Council desires to amend the language in sections 18-1, 18-2 and 18-3 of Article 1 - Financial Oversight Committee to read as follows:

**Sec. 18-1. - Composition; qualifications.**

The Mandeville Financial Oversight Committee is to be comprised of no more than two (2) council members to be appointed by the **Council Chairman** ~~mayer pro-tem~~, three (3) **City of Mandeville** citizens with a background in finance, accounting, or business administration appointed by the city council, ~~one (1) ex-officio~~ **and two (2) members** of the administration who may be the mayor **and/or** his designee., ~~one (1) ex-officio City of Mandeville citizens member appointed by the city council, with all ex-officio members being non-voting members.~~

**Sec. 18-2. - Duties and responsibilities.**

1. Establish guidelines for the budgetary process as set forth in the State Governmental Accounting Standards Board guidelines (GASB)
2. ~~Examine the re-dedication of the Special Sales Tax and make a recommendation to the City Council.~~ **Study the City's current Fiscal Year budget and provide any recommendations**
3. ~~Examine the use of restricted sales tax dollars~~ **Using the most recent Financial Forecast, develop a recommended roadmap for future spending, including possible contingencies**
4. ~~Examine the feasibility of the use of performance indicators in the budget as necessary and germane~~ **Review the recent Water and Sewer Rate Study Report and provide any**



- recommendations for possible adjustments.
5. Establish monthly reporting requirements to be reported to the Council at the second City Council meeting of each month by the Finance Director **Review Personnel Costs, including, but not limited to, pay structure and benefits and provide any recommendations**
  6. Participate in hiring a CPA, on behalf of the City Council, to perform an audit of the aforementioned items or other audits as authorized under City Charter to be conducted within the time period prescribed by the Council or on an as-needed basis. **Review and recommend the prioritization of future capital projects**
  7. prior to April 1<sup>st</sup> of each year, the committee shall make any recommendations as the mechanics of the administration of the budget **Review the current budget format and provide recommendations so the presented budget is all-inclusive and easier to comprehend.**
  8. Research any financial matter that the Mandeville City Council deems appropriate by a simple majority vote.

**Sec. 18-3. - Meetings; terms.**

The Financial Oversight Committee shall meet monthly through the end of March 2013, and then starting in April 2013, the committee will determine the frequency of meetings on an as-needed basis. Initially, citizen committee members shall serve staggered terms of one (1), two (2), and three (3) years. After the initial rotation, new citizen committee members shall serve three-year terms. All council committee members shall serve terms of two (2) years and all committee members shall serve no more than three (3) consecutive terms. The chairman of the committee shall be a member of the city council and shall **be selected by the Financial Oversight Committee**, serve as chairman for one (1) year at a time, not serving as chairman for two (2) consecutive years.

**THEREFORE, BE IT ORDAINED THAT** , the City Council hereby amends and reordains Article I, Sections 18-1, 18-2 and 18-3 of the Code of Ordinance to read as follows:

**Sec. 18-1. - Composition; qualifications.**

The Mandeville Financial Oversight Committee is to be comprised of no more than two (2) council members to be appointed by the **Council Chairman**, three (3) **City of Mandeville** citizens with a background in finance, accounting, or business administration appointed by the city council, **and two (2) members** of the administration who may be the mayor **and/or** his designee.

**Sec. 18-2. - Duties and responsibilities.**

1. Establish guidelines for the budgetary process as set forth in the State Governmental Accounting Standards Board guidelines (GASB)
2. **Study the City's current Fiscal Year's and provide any recommendations.**
3. **Using the most recent Financial Forecast, develop a recommended roadmap for future spending, including possible contingencies.**

4. Review the recent Water and Sewer Rate Study Report and provide any recommendations for possible adjustments.
5. Review Personnel Costs, including, but not limited to, pay structure and benefits and provide any recommendations.
6. Review and recommend the prioritization of future capital projects.
7. Review the current budget format and provide recommendations so the presented budget is it is all-inclusive and easier to comprehend.
8. Research any financial matter that the Mandeville City Council deems appropriate by a simple majority vote.

**Sec. 18-3. - Meetings; terms.**

The Financial Oversight Committee shall determine the frequency of meetings on an as-needed basis. Citizen committee members shall serve three-year terms. The chairman of the committee shall be a member of the city council and shall be selected by the Financial Oversight Committee.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon the signature of the Mayor of the City of Mandeville; and

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

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

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

and the ordinance was declared adopted this \_\_\_th day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Kristine Scherer  
 Clerk of Council

\_\_\_\_\_  
 Jason Zuckerman  
 Council Chairman