

RES 25-05

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER
_____; MOTIONED FOR ADOPTION BY COUNCIL MEMBER

AND SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____**

RESOLUTION NO. 25-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
INFORMING THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
OF ACTIONS TAKEN BY THE CITY COUNCIL OF THE CITY OF MANDEVILLE
REGARDING MUNICIPAL WATER POLLUTION PREVENTION AND RELATED
PERMITS**

BE IT RESOLVED, that the City of Mandeville informs the Louisiana Department of Environmental Quality that the following actions were taken by the City Council of the City of Mandeville:

1. Reviewed the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the Louisiana Water Discharge Permit System (LPDES) number LA0038288.
 - a. Continue to provide certified operators for collection and operation by providing 16 hours of training per operator over the next year. This training will be conducted through off-site classes and with the assistance of CES, Inc.
 - b. The City will continue to video and smoke test to identify I&I problem areas.
 - c. Investigate City non-domestic user Ordinance during 2024, consider conducting a non-domestic user survey to identify system users.
 - d. The City will continue to work with its environmental consultant to increase monitoring of Ponds and maintain both wetland discharges as per the LPDES Permit project.
 - e. Monitor wetland discharges and ensure proper wetland loadings for permit compliance.
 - f. Continue maintenance to maintain rock-reed filtration efficiency.
 - g. Continue to supply and consider additional aeration to ensure proper influent treatment and proper biological reduction.
 - h. The City will ensure proper operation of the treatment system through on-going testing, monitoring influents and using the EQ Basin when necessary.
 - i. Continue to monitor and rehab all areas identified as “problem areas” of the collection system and investigate potential solutions to rainfall events causing collection system overflows.
 - j. Continue to upgrade collection system lift stations and investigate methods of minimizing power outages.

- k. Comply with DEQ Lab certification requirements, QA/QC monitoring procedures and new electronic data submission requirements and
- l. Investigate and implement alternative means of disinfection for discharge from wastewater treatment facility.

The resolution being submitted for a vote, the vote thereon was as follows:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

And the resolution was declared adopted this _____ day of _____ 2025.

Alicia Watts
Council Clerk

Scott Discon
Council Chairman

LOUISIANA

MUNICIPAL WATER

POLLUTION PREVENTION

MWPP



Facility Name:

City of Mandeville

LWDPS Permit Number:

LA0038288

NPDES Permit Number:

Address:

***3101 Causeway Approach
Mandeville La, La. 70448-3592***

Parish:

St. Tammany Parish

(Person Completing Form) Name:

David Curtis, P.E.

Title:

Operations Manager - CES, Inc.

Date Completed:

02/10/2025

Instructions to the Operator-in-Charge

- 1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.**
- 2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.**
- 3. Add up the point totals.**
- 4. Submit the Environmental Audit to the governing body or owner for their review and approval.**
- 5. The governing body must pass a resolution which contains the following items:**
 - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.**
 - b. The resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.**
 - c. The resolution should provide any other information the governing body deems appropriate.**

PART 1: INFLUENT FLOW/LOADINGS**Part 1: Influent Flow/Loadings (All plants)**

- A. List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

Col. 1 Average Monthly Flow (million gallons per day, MGD)		Col. 2 Average Monthly BOD ₅ Concentration (mg/l)		Col. 3 Average Monthly BOD ₅ Loading (pounds per day)
2.602	X	101	X 8.34 =	2192
0.709	X	104	X 8.34 =	615
1.965	X	123	X 8.34 =	2016
0.718	X	139	X 8.34 =	832
0.499	X	135	X 8.34 =	562
0.531	X	124	X 8.34 =	549
0.415	X	137	X 8.34 =	474
1.510	X	199	X 8.34 =	2506
2.379	X	125	X 8.34 =	2480
1.477	X	155	X 8.34 =	1909
1.749	X	159	X 8.34 =	2319
2.068	X	128	X 8.34 =	2208

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34.

- B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance Manual (O & M) or contact your consulting engineer.

Design Flow, MGD

4.00

X 0.90 =

3.60

Design BOD, lb/day

6676

6008

Facility Name

City of Mandeville-Hickory St.

- C. How many months did the monthly flow (Col. 1) to the wastewater treatment plant (WWTP) exceed 90% of design flow?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	0	0	0	0	5	5	5	5	5	5	5	5	points

Write 0 or 5 in the C point total box C Point Total

- D. How many months did the monthly flow (Col. 1) to the WWTP exceed the design flow?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	5	5	10	10	15	15	15	15	15	15	15	15	points

Write 0, 5, 10, or 15 in the D point total box D Point Total

- E. How many months did the monthly BOD loading (Col. 3) to the WWTP exceed 90% of the design loading?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	0	5	5	5	10	10	10	10	10	10	10	10	points

Write 0, 5, or 10 in the E point total box E Point Total

- F. How many times did the monthly BOD loading (Col. 3) to the WWTP exceed the design loading?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	10	20	30	40	50	50	50	50	50	50	50	50	points

Write 0, 10, 20, 30, 40, or 50 in the F point total box F Point Total

- G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1

(max=80)

Also enter this value on the point calculation table on page 16.

Facility Name

City of Mandeville-Hickory St.

PART 2: EFFLUENT QUALITY/PLANT PERFORMANCE

- A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Avg. Monthly BOD (mg/l)	Column 2 Avg. Monthly TSS (mg/l)
January	11	11
February	18	11
March	15	10
April	20	15
May	12	11
June	9	11
July	14	9
August	16	12
September	11	8
October	11	7
November	14	17
December	13	8

- B. List the monthly average permit limits for your facility in the blanks below.

	Permit Limit		90% of Permit Limit
BOD, mg/l	30	X 0.90 =	27
TSS, mg/l	90	X 0.90 =	81

Facility Name

City of Mandeville-Hickory St.

C. Continuous Discharge to Surface Water

i. How many months did the effluent BOD concentration (Col. 1) exceed 90% of permit limits?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

*

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
--------	---	---	---	---	---	---	---	---	---	---	----	----	----	--------

points	0	0	10	20	30	40	40	40	40	40	40	40	40	points
--------	---	---	----	----	----	----	----	----	----	----	----	----	----	--------

Write 0, 10, 20, 30 or 40 in the i point total box i Point Total

ii. How many months did the effluent BOD concentration (Col. 1) exceed permit limits?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

*

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
--------	---	---	---	---	---	---	---	---	---	---	----	----	----	--------

points	0	5	5	10	10	10	10	10	10	10	10	10	10	points
--------	---	---	---	----	----	----	----	----	----	----	----	----	----	--------

Write 0, 5, or 10 in the ii point total box ii Point Total

iii. How many months did the effluent TSS concentration (Col. 2) exceed 90% of permit limits?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

*

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
--------	---	---	---	---	---	---	---	---	---	---	----	----	----	--------

points	0	0	10	20	30	40	40	40	40	40	40	40	40	points
--------	---	---	----	----	----	----	----	----	----	----	----	----	----	--------

Write 0, 10, 20, 30, or 40 in the iii point total box iii Point Total

iv. How many months did the effluent TSS concentration (Col.2) exceed permit limits?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

*

months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
--------	---	---	---	---	---	---	---	---	---	---	----	----	----	--------

points	0	5	5	10	10	10	10	10	10	10	10	10	10	points
--------	---	---	---	----	----	----	----	----	----	----	----	----	----	--------

Write 0, 5, or 10 in the iv point total box iv Point Total

v. Add together each point total for i through iv and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 2

Also enter this value on the point calculation table on page 16.

(max=100)

Facility Name

City of Mandeville-Hickory St.

D. Other Monitoring and Limits

- i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, residual chlorine, or fecal coliform?

✓ Check one box

☐ X Yes

☐ No

If yes, please describe:

(5) Fecal WkGeo Mx Exceptions

(2) Fecal MOGeo Noncompliance

- ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

✓ Check one box

☐ Yes

☒ X No

If yes, please describe:

NONE

- iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

✓ Check one box

☐ Yes

☒ X No

If yes, please describe:

PART 3: AGE OF THE WASTEWATER TREATMENT FACILITIES

- A. What year was the wastewater treatment plant constructed or last major expansion/improvements completed?
2022

Current Year - (Answer to A) = Age in years

2024 - 2022 = 3 years

Enter Age in Part C below.

- B. Check the type of treatment facility that is employed:

	Factor
<input type="checkbox"/> Mechanical Treatment Plant (Trickling filter, activated sludge, etc.) Specify Type <u>Activated Sludge</u>	2.5
<input checked="" type="checkbox"/> Aerated Lagoon	2.0
<input type="checkbox"/> Stabilization Pond	1.5
<input type="checkbox"/> Other (Specify) _____	1.0

- C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value of Part 3:

TOTAL POINT VALUE FOR PART 3 = 2.0 x 3 =
FACTOR AGE

6

(max = 50)

Also enter this value or 50, which ever is less, on the point calculation table on page 16.

- D. Please attach a schematic of the treatment plant.

Complete Partial
 Headworks Aeration Aeration Settling Trickling UV
 EQ Basin → Influent → Cells → Cell → Lagoon → Filtration → Disinfection → Wetlands → Flow
 Discharge

PART 4: OVERFLOWS AND BYPASSES

- A. (1) List the number of times in the last year there was an overflow, bypass, or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain: 4
 (Circle One) 0 = 0 points 1 = 5 points 2 = 10 points
 3 = 15 points X4 = 30 points 5 or more = 50 points
- (2) List the number of bypasses, overflows, or unpermitted discharges shown in A (1) that were within the collection system and the number at the treatment plant.
- Collection System 4 Treatment Plant 0
- B. (1) List the number of times in the last year there was a bypass or overflow of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system: 11
 (Circle One) 0 = 0 points 1 = 5 points 2 = 10 points
 3 = 15 points 4 = 30 points X5 or more = 50 points
- (2) List the number of bypasses or overflows shown in B (1) that were within the collection system and the number at the treatment plant.
- Collection System 11 Treatment Plant 0
- C. Specify whether the bypasses came from the city or village sewer system or from contract or tributary communities/sanitary districts, etc.
There were no bypasses. All overflows from the City collection system
- D. Add the point values circled for A and B and place the total in the box below.

TOTAL POINT VALUE FOR PART 4**80****(max=100)**

Also enter this value on the point calculation table on page 16.

- E. List the person responsible for reporting overflows, bypasses, or unpermitted discharges to State and Federal authorities:

Keith J. LaGrange, P.E.– Director of Public Works; Jacob Grady, Superintendent of Utilities

Describe the procedure for gathering, compiling, and reporting:

The operator reports problems, supervisor reviews problems then reporting to agencies.
 Incidents reports are completed on each overflow and submitted monthly with the NetDMR.
 In the event of a major overflow, LDEQ is notified by telephone within 24 hours of the overflow and a written follow-up within 7 days.

Facility Name

City of Mandeville-Hickory St.

PART 5: SLUDGE STORAGE AND DISPOSAL SITES

A. Sludge Storage

How many months of sludge storage capacity does your wastewater treatment facility have available, either on-site or off-site?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

*

months	<2	2	3	4 to 5	>6	months
points	50	30	20	10	0	Points

Write 0, 10, 20, 30, or 50 in the A point total box A Point Total

B. For how many months does your facility have access to (and approval for) sufficient land disposal sites to provide proper land disposal?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

*

months	<2	6 to 11	12 to 23	24 to 35	>36	months
points	50	30	20	10	0	points

Write 0, 10, 20, 30, or 50 in the B point total box B Point Total

C. Add together the A and B point values and place this sum in the box below at the right:

TOTAL POINT VALUE FOR PART 5 **(max=100)**

Also enter this value on the point calculation table on page 16.

PART 6: NEW DEVELOPMENT

- A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: 300 new homes (est with St. Tammany Parish)

Design Flow: 0.120 (est) MGD

Design BOD₅: 200 (est) mg/l

- B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

(Circle One)

NoX = 0 points

Yes = 15 points

Describe: NONE

List any new pollutants: NONE NA

- C. Is there any development (industrial, commercial, or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

(Circle One)

No = 0 points

YesX = 15 points

Describe: New Residential Development-single and multi family housing. Commercial Zone annexation and agreement with St. Tammany Parish

List any new pollutants that you anticipate: sanitary waste

- D. Add together the point value circled in B and C and place the sum in the blank below.

TOTAL POINT VALUE FOR PART 6

15

(max=30)

Also enter this value on the point calculation table on page 16.

PART 7: OPERATOR CERTIFICATION AND EDUCATION

- A. What was the name of the operator-in-charge for the reporting year? Gerard Hopkins
- B. What is his/her certification number 37093 **Cert. #**
- C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment plant? III **Level Required**
- D. What is the level of certification of the operator-in-charge? III **Level Certified**
- E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant? ☒ Check one box ☐ X yes = 0 points ☐ no = 50 points
Write 0 or 50 in the E point total box 0 E Point Total
- F. Has the operator-in-charge maintained recertification requirements during the reporting year?
☒ Check one box ☐ X yes ☐ no
- G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years? ☒ Check one box ☐ X 12 hours or more = 0 points ☐ Less than 12 hours = 50 points
Write 0 or 50 in the G point total box 0 G Point Total
- H. Is there a written policy regarding continuing education and training for wastewater treatment plant employees? ☒ Check one box ☐ X yes ☐ no

Explain:

Operator responsible for informing Superintendent of continuing needs

- I. What percentage of the continuing education expenses of the operator-in-charge were paid for:
By the permittee? 100%
By the operator? _____
- J. Add together the E and G point values and place this sum in the box below at the right:

TOTAL POINT VALUE FOR PART 7 0 (max=100)

Also enter this value on the point calculation table on page 16.

Facility Name

City of Mandeville-Hickory St.

PART 8: FINANCIAL STATUS

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?
✓ Check one box ☒ X Yes ☐ No If no, how are O & M costs being financed?

Explain:

User fees cover O&M costs for the facility.

- B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

User Fees revenues, sewer impact fees and 1 % sales tax.

PART 9: SUBJECTIVE EVALUATION

A. Collection System Maintenance

1. Describe what sewer system maintenance work has been done in the last year.

Repair/replace and general maintenance of gravity lines and force main. Maintenance on aerators, Dredge Pond UV system, and cleaned trickling filter media. Repairs to effluent flow meters at the Outfall.

2. Describe what lift station work has been done in the last year.

General overhaul of a few lift stations in 2024. Repair pumps, wetwell improvements, repair floats, service/repair valves, SCADA, and review electrical controls.

3. What collection system improvements does the community have under consideration for the next 5 years?

I&I repairs based on smoke testing and camera work is on-going along with routine line inspection. Routine lift station repairs and upgrades.

B. If you have ponds, please answer the following questions:

- | | |
|--|---|
| 1. Do you have duckweed buildup in your ponds? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Do you mow your dikes regularly (at least monthly), to the waters edge? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Do you have bushes or trees growing on the dikes or in the ponds? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Do you have excess sludge buildup (>1 foot) on the bottom of any of your ponds? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Do you exercise all of your valves? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Are your control manholes in good structural shape? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. Do you maintain at least three feet of freeboard in all your ponds? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. Do you visit your pond system, at least weekly? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

Facility Name

City of Mandeville-Hickory St.

C. Treatment Plants

1. Have the influent and effluent flow meters been calibrated in the last year? ☒ X Yes ☐ No

Influent flow meter calibration dates(s):

Effluent flow meter calibration date(s):

N/A

02/20/24

2. What problems, if any, have been experienced over the last year that have threatened treatment?

Power failures from storms, heavy rainfall, UV disinfection issues, and alternating wetland discharges.

3. Is your community presently involved in formal planning for treatment facility upgrading?

☐ X Yes

☐ No If yes, describe:

The City continues to operate the plant and wetlands discharge. Mandeville is operating under the wetlands permit and currently discharges into two wetlands as per the LPDES permit. Aeration upgrades have been completed in conjunction with solids removal. Rock-reed filter maintenance is being considered. Effluent pumps have been replaced and Plant headworks upgrades/rehab. The city completed a trial run of alternative disinfection methods and intends to submit a WWTP disinfection design change in 2025 to help alleviate coliform violations.

D. Preventive Maintenance

1. Does your plant have a written plan for preventive maintenance on major equipment items?

☐ X Yes ☐ No If yes, describe:

Written maintenance schedule with a card file system is used for PM. Engineers provided O&M manuals for new upgrade equipment.

2. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment? ☐ X Yes ☐ No

3. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly? ☐ X Yes ☐ No

E. Sewer Use Ordinance

1. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS, or pH) or toxic substances to the sewer from industries, commercial users, and residences?

☐ X Yes ☐ No If yes, describe:

City ordinance 17-89 covers discharges. An ordinance, including some non-domestic controls, is currently being considered

2. Has it been necessary to enforce? ☐ X Yes ☐ No If yes, describe:

All grease trap requirements are enforced and dumping of marine sanitary discharges is controlled.

F. Any additional comments about your treatment plant or collection system? (Attach additional sheet if necessary.)

Mandeville has continued to review the non-domestic ordinance idea during 2024 and rehab the collection system and lift station as required.

Facility Name

City of Mandeville-Hickory St.

POINT CALCULATION TABLE

Fill in the values from parts 1 through 7 in the columns below. Add the numbers in the left column to determine the point total that the wastewater system has generated for the previous year.

Actual Values	Actual Values	Maximum
Part 1: Influent Flow/Loadings	<u>0</u>	80 Points
Part 2: Effluent Quality/Plant Performance	<u>0</u>	100 Points
Part 3: Age of WWTT	<u>6</u>	50 Points
Part 4: Overflows and Bypasses	<u>80</u>	100 Points
Part 5: Ultimate Disposition of Sludge	<u>0</u>	100 Points
Part 6: New Development	<u>15</u>	30 Points
Part 7: Operator Certification Training	<u>0</u>	100 Points

TOTAL POINTS

101

MWPP RESOLUTION CITY OF MANDEVILLE

Resolved that City of Mandeville Administration and Council informs Louisiana Department of Environmental Quality that the following actions were taken by the Administration and Council for Mandeville
_____ (governing body).

1. Reviewed the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the Louisiana Water Discharge Permit System (LPDES) number LA0038288.
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 - c. Investigate City non-domestic user Ordinance during 2024, consider conducting a non-domestic user survey to identify system users.
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 - f. Continue maintenance to maintain rock-reed filtration efficiency.
 - g. Continue to supply and consider additional aeration to ensure proper influent treatment and proper biological reduction.
 - h. The City will ensure proper operation of the treatment system through on-going testing, monitoring influents and using the EQ Basin when necessary.
 - i. Continue to monitor and rehab all areas identified as “problem areas” of the collection system and investigate potential solutions to rainfall events causing collection system overflows.
 - j. Continue to upgrade collection system lift stations and investigate methods of minimizing power outages.
 - k. Comply with DEQ Lab certification requirements, QA/QC monitoring procedures and new electronic data submission requirements.
 - l. Investigate and implement alternative means of disinfection for discharge from wastewater treatment facility.

Passed by a majority/unanimous (circle one) vote of the _____
_____ on _____ (date).

CURTIS ENVIRONMENTAL SERVICES, INC.

WATER/WASTEWATER TESTING – CONSULTING – OPERATION
BIOASSAY – OP CERT # 18-427 – LAB CERTIFICATION # 01984

185 BELLE TERRE BLVD.
SUITE D
LAPLACE, LA. 70068

PH: 985-653-0000
TF: 888-653-0008

FX: 985-653-0001
EM: mike.curtis@curtislab.com



02/18/2025

2024 MWPP ANNUAL AUDIT - PLANT SUMMARY BY YEARS. (Lower values are the best operation).

PLANT: CITY OF MANDEVILLE

	Actual Values							Max.
	2024	2023	2022	2021	2020	2019	2018	
Part 1: Influent Flow	0	0	0	0	0	0	0	100 Pts
Part 2: Effluent Flow	0	0	0	0	0	0	0	100 Pts
Part 3: Age of WWTT	6	4	2	24	22	20	18	50 Pts
Part 4: Overflows and Bypasses	80	50	100	100	100	55	50	100 Pts
Part 5: Disposition of Sludge	0	0	0	0	0	0	0	100 Pts
Part 6: New Development	15	15	15	15	15	15	15	30 Pts
Part 7: Operator Training	0	0	0	0	0	0	0	100 Pts
TOTALS	101	69	117	139	137	95	83	560 Pts

This MWPP summary is provided by CES, Inc. and shows a quick reference on Plant and Collection system performance over the past 7 years. This is only a summary of previous MWPP Audit information submitted to DEQ by the City Utility Department. A lower score is the most desirable value. **The overall score increased from last year due to the increase of plant Overflows and Bypasses . Overall, the treatment plant operated within the effluent permitted discharge limits for 2024.**

Sincerely:

A handwritten signature in black ink, appearing to be "David Curtis", written over a horizontal line.

David Curtis, P.E. – Operations Manager

LOUISIANA

MUNICIPAL WATER

POLLUTION PREVENTION

MWPP



Facility Name:

City of Mandeville

LWDPS Permit Number:

LA0038288

NPDES Permit Number:

Address:

**3101 Causeway Approach
Mandeville La, La. 70448-3592**

Parish:

St. Tammany Parish

(Person Completing Form) Name:

David Curtis, P.E.

Title:

Operations Manager - CES, Inc.

Date Completed:

02/10/2025

Instructions to the Operator-in-Charge

- 1. Complete only the sections of the Environmental Audit which apply to your wastewater treatment system. Leave sections that do not apply blank and enter a "0" for the point value.**
- 2. Parts 1 through 7 contain questions for which points may be generated. These points are intended to communicate to the department and the governing body or owner what actions will be necessary to prevent effluent violations. Place the point totals from parts 1 through 7 on the Point Calculation page.**
- 3. Add up the point totals.**
- 4. Submit the Environmental Audit to the governing body or owner for their review and approval.**
- 5. The governing body must pass a resolution which contains the following items:**
 - a. The resolution or letter must acknowledge the governing body or owner has reviewed the Environmental Audit.**
 - b. The resolution must indicate specific actions, if any, will be taken to maintain compliance and prevent effluent violations. Proposed actions should address the parts where maximum or close to maximum points were generated in the Environmental Audit.**
 - c. The resolution should provide any other information the governing body deems appropriate.**

Facility Name

City of Mandeville-Hickory St.

PART 1: INFLUENT FLOW/LOADINGS**Part 1: Influent Flow/Loadings (All plants)**

- A. List the average monthly volumetric flows and BOD loadings received at your facility during the last reporting year.

Col. 1 Average Monthly Flow (million gallons per day, MGD)		Col. 2 Average Monthly BOD ₅ Concentration (mg/l)		Col. 3 Average Monthly BOD ₅ Loading (pounds per day)
2.602	X	101	X 8.34 =	2192
0.709	X	104	X 8.34 =	615
1.965	X	123	X 8.34 =	2016
0.718	X	139	X 8.34 =	832
0.499	X	135	X 8.34 =	562
0.531	X	124	X 8.34 =	549
0.415	X	137	X 8.34 =	474
1.510	X	199	X 8.34 =	2506
2.379	X	125	X 8.34 =	2480
1.477	X	155	X 8.34 =	1909
1.749	X	159	X 8.34 =	2319
2.068	X	128	X 8.34 =	2208

BOD loading = Average Monthly Flow (in MGD) x Average Monthly BOD concentration (in mg/l) x 8.34.

- B. List the design flow and design BOD loading for your facility in the blanks below. If you are not aware of these design quantities, refer to your Operation and Maintenance Manual (O & M) or contact your consulting engineer.

Design Flow, MGD

4.00

X 0.90 =

3.60

Design BOD, lb/day

6676

6008

Facility Name

City of Mandeville-Hickory St.

- C. How many months did the monthly flow (Col. 1) to the wastewater treatment plant (WWTP) exceed 90% of design flow?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	0	0	0	0	5	5	5	5	5	5	5	5	points

Write 0 or 5 in the C point total box C Point Total

- D. How many months did the monthly flow (Col. 1) to the WWTP exceed the design flow?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	5	5	10	10	15	15	15	15	15	15	15	15	points

Write 0, 5, 10, or 15 in the D point total box D Point Total

- E. How many months did the monthly BOD loading (Col. 3) to the WWTP exceed 90% of the design loading?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	0	5	5	5	10	10	10	10	10	10	10	10	points

Write 0, 5, or 10 in the E point total box E Point Total

- F. How many times did the monthly BOD loading (Col. 3) to the WWTP exceed the design loading?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	10	20	30	40	50	50	50	50	50	50	50	50	points

Write 0, 10, 20, 30, 40, or 50 in the F point total box F Point Total

- G. Add together each point total for C through F and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 1

(max=80)

Also enter this value on the point calculation table on page 16.

Facility Name

City of Mandeville-Hickory St.

PART 2: EFFLUENT QUALITY/PLANT PERFORMANCE

- A. List the monthly average effluent BOD and TSS concentrations produced by your facility during the last reporting year.

Month	Column 1 Avg. Monthly BOD (mg/l)	Column 2 Avg. Monthly TSS (mg/l)
January	11	11
February	18	11
March	15	10
April	20	15
May	12	11
June	9	11
July	14	9
August	16	12
September	11	8
October	11	7
November	14	17
December	13	8

- B. List the monthly average permit limits for your facility in the blanks below.

	Permit Limit		90% of Permit Limit
BOD, mg/l	30	X 0.90 =	27
TSS, mg/l	90	X 0.90 =	81

Facility Name

City of Mandeville-Hickory St.

C. Continuous Discharge to Surface Water

- i. How many months did the effluent BOD concentration (Col. 1) exceed 90% of permit limits?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	0	10	20	30	40	40	40	40	40	40	40	40	points

Write 0, 10, 20, 30 or 40 in the i point total box i Point Total

- ii. How many months did the effluent BOD concentration (Col. 1) exceed permit limits?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	5	5	10	10	10	10	10	10	10	10	10	10	points

Write 0, 5, or 10 in the ii point total box ii Point Total

- iii. How many months did the effluent TSS concentration (Col. 2) exceed 90% of permit limits?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	0	10	20	30	40	40	40	40	40	40	40	40	points

Write 0, 10, 20, 30, or 40 in the iii point total box iii Point Total

- iv. How many months did the effluent TSS concentration (Col.2) exceed permit limits?
Circle the number of months and corresponding point total. Write the point total in the box below at the right.

	*													
months	0	1	2	3	4	5	6	7	8	9	10	11	12	months
points	0	5	5	10	10	10	10	10	10	10	10	10	10	points

Write 0, 5, or 10 in the iv point total box iv Point Total

- v. Add together each point total for i through iv and place this sum in the box below at the right.

TOTAL POINT VALUE FOR PART 2 (max=100)
Also enter this value on the point calculation table on page 16.

Facility Name

City of Mandeville-Hickory St.

D. Other Monitoring and Limits

- i. At any time in the past year was there an exceedance of a permit limit for other pollutants such as: ammonia-nitrogen, phosphorus, pH, residual chlorine, or fecal coliform?

✓ Check one box

☒ X Yes

☐ No

If yes, please describe:

(5) Fecal WkGeo Mx Exceptions

(2) Fecal MOGeo Noncompliance

- ii. At any time in the past year was there a "failure" of a Biomonitoring (Whole Effluent Toxicity) test of the effluent?

✓ Check one box

☐ Yes

☒ X No

If yes, please describe:

NONE

- iii. At any time in the past year was there an exceedance of a permit limit for a toxic substance?

✓ Check one box

☐ Yes

☒ X No

If yes, please describe:

Facility Name

City of Mandeville-Hickory St.

PART 3: AGE OF THE WASTEWATER TREATMENT FACILITIES

- A. What year was the wastewater treatment plant constructed or last major expansion/improvements completed?
2022

Current Year - (Answer to A) = Age in years

2024 - 2022 = 3 years

Enter Age in Part C below.

- B. Check the type of treatment facility that is employed:

	Factor
<input type="checkbox"/> Mechanical Treatment Plant (Trickling filter, activated sludge, etc.) Specify Type <u>Activated Sludge</u>	2.5
<input checked="" type="checkbox"/> Aerated Lagoon	2.0
<input type="checkbox"/> Stabilization Pond	1.5
<input type="checkbox"/> Other (Specify) _____	1.0

- C. Multiply the factor listed next to the type of facility your community employs by the age of your facility to determine the total point value of Part 3:

TOTAL POINT VALUE FOR PART 3 = 2.0 x 3 =
FACTOR AGE

6

(max = 50)

Also enter this value or 50, which ever is less, on the point calculation table on page 16.

- D. Please attach a schematic of the treatment plant.

Complete Partial
Headworks Aeration Aeration Settling Trickling UV
EQ Basin → Influent → Cells → Cell → Lagoon → Filtration → Disinfection → Wetlands → Flow
Discharge

Facility Name

City of Mandeville-Hickory St.

PART 4: OVERFLOWS AND BYPASSES

- A. (1) List the number of times in the last year there was an overflow, bypass, or unpermitted discharge of untreated or incompletely treated wastewater due to heavy rain: 4
(Circle One) 0 = 0 points 1 = 5 points 2 = 10 points
3 = 15 points X4 = 30 points 5 or more = 50 points
- (2) List the number of bypasses, overflows, or unpermitted discharges shown in A (1) that were within the collection system and the number at the treatment plant.
- Collection System 4 Treatment Plant 0
- B. (1) List the number of times in the last year there was a bypass or overflow of untreated or incompletely treated wastewater due to equipment failure, either at the treatment plant or due to pumping problems in the collection system: 11
(Circle One) 0 = 0 points 1 = 5 points 2 = 10 points
3 = 15 points 4 = 30 points X5 or more = 50 points
- (2) List the number of bypasses or overflows shown in B (1) that were within the collection system and the number at the treatment plant.
- Collection System 11 Treatment Plant 0
- C. Specify whether the bypasses came from the city or village sewer system or from contract or tributary communities/sanitary districts, etc.
There were no bypasses. All overflows from the City collection system
- D. Add the point values circled for A and B and place the total in the box below.

TOTAL POINT VALUE FOR PART 4

80

(max=100)

Also enter this value on the point calculation table on page 16.

- E. List the person responsible for reporting overflows, bypasses, or unpermitted discharges to State and Federal authorities:

Keith J. LaGrange, P.E.– Director of Public Works; Jacob Grady, Superintendent of Utilities

Describe the procedure for gathering, compiling, and reporting:

The operator reports problems, supervisor reviews problems then reporting to agencies.
Incidents reports are completed on each overflow and submitted monthly with the NetDMR.
In the event of a major overflow, LDEQ is notified by telephone within 24 hours of the overflow and a written follow-up within 7 days.

Facility Name

City of Mandeville-Hickory St.

PART 5: SLUDGE STORAGE AND DISPOSAL SITES

A. Sludge Storage

How many months of sludge storage capacity does your wastewater treatment facility have available, either on-site or off-site?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

					*	
months	<2	2	3	4 to 5	>6	months
points	50	30	20	10	0	Points

Write 0, 10, 20, 30, or 50 in the A point total box A Point Total

B. For how many months does your facility have access to (and approval for) sufficient land disposal sites to provide proper land disposal?

Circle the number of months and corresponding point total. Write the point total in the box below at the right.

					*	
months	<2	6 to 11	12 to 23	24 to 35	>36	months
points	50	30	20	10	0	points

Write 0, 10, 20, 30, or 50 in the B point total box B Point Total

C. Add together the A and B point values and place this sum in the box below at the right:

TOTAL POINT VALUE FOR PART 5 (max=100)

Also enter this value on the point calculation table on page 16.

Facility Name

City of Mandeville-Hickory St.

PART 6: NEW DEVELOPMENT

- A. Please provide the following information for the total of all sewer line extensions which were installed during the last year.

Design Population: 300 new homes (est with St. Tammany Parish)

Design Flow: 0.120 (est) MGD

Design BOD₅: 200 (est) mg/l

- B. Has an industry (or other development) moved into the community or expanded production in the past year, such that either flow or pollutant loadings to the sewerage system were significantly increased (5% or greater)?

(Circle One)

NoX = 0 points

Yes = 15 points

Describe: NONE

List any new pollutants: NONE NA

- C. Is there any development (industrial, commercial, or residential) anticipated in the next 2-3 years, such that either flow or pollutant loadings to the sewerage system could significantly increase?

(Circle One)

No = 0 points

YesX = 15 points

Describe: New Residential Development-single and multi family housing. Commercial Zone annexation and agreement with St. Tammany Parish

List any new pollutants that you anticipate: sanitary waste

- D. Add together the point value circled in B and C and place the sum in the blank below.

TOTAL POINT VALUE FOR PART 6

15

(max=30)

Also enter this value on the point calculation table on page 16.

Facility Name

City of Mandeville-Hickory St.

PART 7: OPERATOR CERTIFICATION AND EDUCATION

- A. What was the name of the operator-in-charge for the reporting year? Gerard Hopkins
- B. What is his/her certification number 37093 Cert. #
- C. What level of certification is the operator-in-charge required to have to operate the wastewater treatment plant? III Level Required
- D. What is the level of certification of the operator-in-charge? III Level Certified
- E. Was the operator-in-charge of the report year certified at least at the grade level required in order to operate this plant? ☒ Check one box ☒ X yes = 0 points ☐ no = 50 points
Write 0 or 50 in the E point total box 0 E Point Total
- F. Has the operator-in-charge maintained recertification requirements during the reporting year? ☒ Check one box ☒ X yes ☐ no
- G. How many hours of continuing education has the operator-in-charge completed over the last two calendar years? ☒ Check one box ☒ X 12 hours or more = 0 points ☐ Less than 12 hours = 50 points
Write 0 or 50 in the G point total box 0 G Point Total
- H. Is there a written policy regarding continuing education and training for wastewater treatment plant employees? ☒ Check one box ☒ X yes ☐ no

Explain:

Operator responsible for informing Superintendent of continuing needs

- I. What percentage of the continuing education expenses of the operator-in-charge were paid for:
By the permittee? 100%
By the operator? _____
- J. Add together the E and G point values and place this sum in the box below at the right:

TOTAL POINT VALUE FOR PART 7

0

(max=100)

Also enter this value on the point calculation table on page 16.

Facility Name

City of Mandeville-Hickory St.

PART 8: FINANCIAL STATUS

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses?
✓ Check one box ☒ X Yes ☐ No If no, how are O & M costs being financed?

Explain:

User fees cover O&M costs for the facility.

- B. What financial resources do you have available to pay for your wastewater improvements and reconstruction needs?

User Fees revenues, sewer impact fees and 1 % sales tax.

PART 9: SUBJECTIVE EVALUATION**A. Collection System Maintenance**

1. Describe what sewer system maintenance work has been done in the last year.

Repair/replace and general maintenance of gravity lines and force main. Maintenance on aerators, Dredge Pond UV system, and cleaned trickling filter media. Repairs to effluent flow meters at the Outfall.

2. Describe what lift station work has been done in the last year.

General overhaul of a few lift stations in 2024. Repair pumps, wetwell improvements, repair floats, service/repair valves, SCADA, and review electrical controls.

3. What collection system improvements does the community have under consideration for the next 5 years?

I&I repairs based on smoke testing and camera work is on-going along with routine line inspection. Routine lift station repairs and upgrades.

B. If you have ponds, please answer the following questions:

- | | |
|--|---|
| 1. Do you have duckweed buildup in your ponds? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2. Do you mow your dikes regularly (at least monthly), to the waters edge? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Do you have bushes or trees growing on the dikes or in the ponds? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4. Do you have excess sludge buildup (>1 foot) on the bottom of any of your ponds? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Do you exercise all of your valves? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Are your control manholes in good structural shape? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. Do you maintain at least three feet of freeboard in all your ponds? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. Do you visit your pond system, at least weekly? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

Facility Name

City of Mandeville-Hickory St.

C. Treatment Plants

1. Have the influent and effluent flow meters been calibrated in the last year? ☒ X Yes ☐ No

Influent flow meter calibration dates(s):

Effluent flow meter calibration date(s):

N/A

02/20/24

2. What problems, if any, have been experienced over the last year that have threatened treatment?

Power failures from storms, heavy rainfall, UV disinfection issues, and alternating wetland discharges.

3. Is your community presently involved in formal planning for treatment facility upgrading?

☒ X Yes ☐ No If yes, describe:

The City continues to operate the plant and wetlands discharge. Mandeville is operating under the wetlands permit and currently discharges into two wetlands as per the LPDES permit. Aeration upgrades have been completed in conjunction with solids removal. Rock-reed filter maintenance is being considered. Effluent pumps have been replaced and Plant headworks upgrades/rehab. The city completed a trial run of alternative disinfection methods and intends to submit a WWTP disinfection design change in 2025 to help alleviate coliform violations.

D. Preventive Maintenance

1. Does your plant have a written plan for preventive maintenance on major equipment items?

☒ X Yes ☐ No If yes, describe:

Written maintenance schedule with a card file system is used for PM. Engineers provided O&M manuals for new upgrade equipment.

2. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment? ☒ X Yes ☐ No
3. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly? ☒ X Yes ☐ No

E. Sewer Use Ordinance

1. Does your community have a sewer use ordinance that limits or prohibits the discharge of excessive conventional pollutants (BOD, TSS, or pH) or toxic substances to the sewer from industries, commercial users, and residences?

☒ X Yes ☐ No If yes, describe:

City ordinance 17-89 covers discharges. An ordinance, including some non-domestic controls, is currently being considered

2. Has it been necessary to enforce? ☒ X Yes ☐ No If yes, describe:

All grease trap requirements are enforced and dumping of marine sanitary discharges is controlled.

F. Any additional comments about your treatment plant or collection system? (Attach additional sheet if necessary.)

Mandeville has continued to review the non-domestic ordinance idea during 2024 and rehab the collection system and lift station as required.

Facility Name

City of Mandeville-Hickory St.

POINT CALCULATION TABLE

Fill in the values from parts 1 through 7 in the columns below. Add the numbers in the left column to determine the point total that the wastewater system has generated for the previous year.

Actual Values	Actual Values	Maximum
Part 1: Influent Flow/Loadings	<u>0</u>	80 Points
Part 2: Effluent Quality/Plant Performance	<u>0</u>	100 Points
Part 3: Age of WWTT	<u>6</u>	50 Points
Part 4: Overflows and Bypasses	<u>80</u>	100 Points
Part 5: Ultimate Disposition of Sludge	<u>0</u>	100 Points
Part 6: New Development	<u>15</u>	30 Points
Part 7: Operator Certification Training	<u>0</u>	100 Points

TOTAL POINTS

101

MWPP RESOLUTION CITY OF MANDEVILLE

Resolved that City of Mandeville Administration and Council informs Louisiana Department of Environmental Quality that the following actions were taken by the Administration and Council for Mandeville
_____ (governing body).

1. Reviewed the Municipal Water Pollution Prevention Environmental Audit Report which is attached to this resolution.
2. Set forth the following actions necessary to maintain permit requirements contained in the Louisiana Water Discharge Permit System (LPDES) number LA0038288.
 - a. Continue to provide certified operators for collection and operation by providing 16 hours of training per operator over the next year. This training will be conducted through off-site classes and with the assistance of CES, Inc.
 - b. The City will continue to video and smoke test to identify I&I problem areas.
 - c. Investigate City non-domestic user Ordinance during 2024, consider conducting a non-domestic user survey to identify system users.
 - d. The City will continue to work with its environmental consultant to increase monitoring of Ponds and maintain both wetland discharges as per the LPDES Permit project.
 - e. Monitor wetland discharges and ensure proper wetland loadings for permit compliance.
 - f. Continue maintenance to maintain rock-reed filtration efficiency.
 - g. Continue to supply and consider additional aeration to ensure proper influent treatment and proper biological reduction.
 - h. The City will ensure proper operation of the treatment system through on-going testing, monitoring influents and using the EQ Basin when necessary.
 - i. Continue to monitor and rehab all areas identified as "problem areas" of the collection system and investigate potential solutions to rainfall events causing collection system overflows.
 - j. Continue to upgrade collection system lift stations and investigate methods of minimizing power outages.
 - k. Comply with DEQ Lab certification requirements, QA/QC monitoring procedures and new electronic data submission requirements.
 - l. Investigate and implement alternative means of disinfection for discharge from wastewater treatment facility.

Passed by a majority/unanimous (circle one) vote of the _____
_____ on _____ (date).

Terra Pizza



2025

Confirmation # 8GB39G0WAF

Mandeville

Application for Occupational License

Avenu Account #	Applied For	New/Renewal	New
Company Name	Terra Grill LLC	Start/Moved Date	1/1/2025
Trade Name	TERRA PIZZA & GRILL	Within City Limits	Yes
Location Name	TERRA GRILL LLC	Domiciled Within Louisiana	
Mailing Address	3439 Highway 190	Mandeville, LA 70471-3101	
Physical Address	3439 Highway 190	Mandeville, LA 70471-3101	

Section	Item Type	Gross Sales/Payroll	Units	Cert #	Base Fee	Add. Fee	Total Fee	LF Penalty*
479-00	LIQUOR LICENSE RESTAURANT INCLUDES BEER AND WINE ON PREMISE				\$135.00	\$0.00	\$135.00	\$0.00
161-00	RESTAURANT	\$1.00			\$50.00	\$0.00	\$50.00	\$0.00

Administrative Fee: \$0.00

Total Fee: \$185.00

*Late Filing Penalty: \$0.00

Subtotal: \$185.00

Convenience Fee/Surcharge: \$5.55

Total Remitted: \$190.55

Payment Type: Credit Card

Total Amount Charged to Credit Card

\$190.55

All businesses - If the business license type that you are filing requires a trade certification(s), copies of bonds, liability insurance, etc, please provide the same via email to businesslicensesupport@avenuinsights.com. Be sure to include your account name and number on all documentation. Applications received without all the required documentation may be delayed.

New Businesses – New businesses may require approval by the municipality prior to a business license being issued. If so, once approval has been received, Avenu will be authorized to release the business license as long as all other criteria has been met. Your request for a business license will be submitted for review, if required.

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website. The confirmation number does not in any way confirm that your payment has been accepted or that the checking account information / credit card account information submitted is valid. If your payment does not process successfully, you will be contacted by the appropriate filing authority. If you have any questions regarding your filing and/or payment history, please contact Avenu at businesslicensesupport@avenuinsights.com or by toll free phone at (800) 556-7274.

SWORN STATEMENT

I acknowledge that the issuance of an occupational license and payment of the occupational license tax does not entitle me/authorized representative to conduct any business in the city/town that is in violation of any applicable laws. I further acknowledge that the issuance of an occupational license does not waive the city/town's right in any way to enforce compliance with applicable laws against me/authorized representative. I hereby certify, under penalty of perjury, that the information in this application is true, correct, and complete to the best of my knowledge and belief. I agree to comply with all applicable laws and ordinances regulating the operation of this business.

Murat Sadi Guler

2/14/2025

Signature of Business Owner/Authorized Representative

Date

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



A V E N U
INSIGHTS & ANALYTICS

**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 Terra Pizza & Grill
2. What is your name? Murat Sadi Guler
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? NO
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
------------	---------	------------------	-----------	--------

14. Have you ever used any other name than the one given herein? NO

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 7 day of JANUARY, 2025.

Notary Public

[Signature]
Signature of Applicant

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

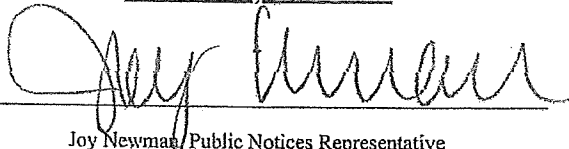
ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

PROOF OF PUBLICATION

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

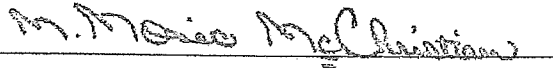
1/15/2025, 1/22/2025



Joy Newman, Public Notices Representative

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

24 Jan 2025

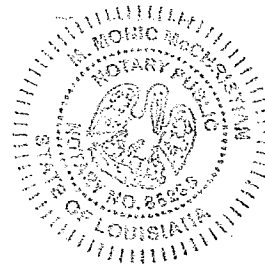


M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Murat Guler
70040 Hirson Ct, Madisonville, LA 70447

Ad No: 122340

PUBLIC NOTICE

Terra Grill LLC
d/b/a Terra Pizza &
Grill is applying to
the Office of Alco-
hol and Tobacco
Control of the State
of Louisiana for a
permit to sell bever-
ages of high and low
alcohol
content at retail in
the Parish of St
Tammany at the fol-
lowing address
3439 Hwy 190,
Mandeville, LA,
70471.
Terra Grill LLC
Terra Pizza & Grill
Members: Murat
Guler
1223401AN15-22-
2T
\$216.04

2022 Roadway Drainage

SECTION 00650
CHANGE ORDER

No. 4

Date of Issuance: 3/17/2025 Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 700.22.003
Contract: 2022 Roadway & Drainage Maintenance Contract	Date of Contract: 05/04/2022
Contractor: Creek Construction, LLC	Engineer's Project No.: 576-2003.01

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

Description: This change order is to increase the maximum contract by \$500,000.00 for the planned drainage improvements work in the Old Golden Shores Subdivision north of Monroe Street. The associated construction cost will utilize the existing budgeted funds from the FY'25 Capital Street budget line item 700.23.001 for Old Golden Shores Drainage Improvements.

Attachments (list documents supporting change):

Transmittal approval letter.

CHANGE IN CONTRACT PRICE:

Original Contract Aggregate Limit:
\$3,000,000.00

Increase from previously approved Change Orders:
\$1,500,000.00

Contract Price prior to this Change Order:

\$4,500,000.00

Increase of this Change Order:
\$500,000.00

Contract Price incorporating this Change Order:
\$5,000,000.00

CHANGE IN CONTRACT TIMES:

Original Contract **1 calendar year**
Original Contract Expiration: 05/04/2023

Increase from previously approved Change Orders:
2 calendar years

Contract Times prior to this Change Order:

3 calendar years

Increase of this Change Order: N/A

Contract Times with all approved Change Orders:
3 calendar years

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____



DIGITAL ENGINEERING & IMAGING, INC.

March 17, 2025

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

Re: 2022 Roadway & Drainage Maintenance Contract
City Project No. 700.22.003
Change Order No. 4

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 4 for the 2022 Roadway & Drainage Maintenance Contract project. Change Order No. 4 increases the maximum contract by \$500,000, from \$4,500,000 to \$5,000,000, for the planned drainage improvements work in the Old Golden Shores Subdivision north of Monroe Street. The work will generally consist of reshaping existing ditches, drainage culvert upsizing, and other miscellaneous drainage maintenance work, in addition to needed paving restoration & sodding. The associated construction cost will utilize the existing budgeted funds from the FY'25 Capital Street budget line item 700.23.001 for Old Golden Shores Drainage Improvements as previously discussed.

There will be no change in the contract time associated with this Change Order.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

Buster Lyons...

Buster Lyons P.E.
Project Manager

Attachments: Change Order #4

Sub Completion- 2022

Striping

SECTION 00625
Certificate of Substantial Completion

Project: 2022 Striping Maintenance Contract

Owner: City of Mandeville

Owner's Project No.: 700.22.002

Contractor: Pavement Markings, LLC

Engineer's Project No.: 576-2003.04

This definitive Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☒ The following specified portions of the Work:

Task Order 3

December 18, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

N/A

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Punch List:

All Punch List items pertaining to Task Order 3 were completed.



DIGITAL ENGINEERING & IMAGING, INC.

Construction Status - 2022 Striping Maintenance TO 3 - Pavement Markings, LLC				Last Updated 3/11/2025
Council District	Location	Work Required	Status	Comments
2	Woodstone Entrance / Mark Smith Dr,	Striping	C	Roadway striping
2 & 3	City Hall / Community Center Crosswalk	Signs	C	Pedestrian signs
2	W. Causeway Off-Ramp	Striping	C	(1) Stopbar
2	Florida Extension N. Causeway to E Causeway	Signs	C	(2) Speed Radar Signs
3	Woodrow St (Lafitte to Carroll)	Striping	C	Parking striping. PENDING CONTRACTOR INVOICE.
3	OLL Church on Jefferson	Striping	C	Handi-Cap parking spaces. PENDING CONTRACTOR INVOICE.



DIGITAL ENGINEERING & IMAGING, INC.

March 17, 2025

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

Re: 2022 Striping Maintenance Contract
City Project No. 700.22.002
Task Order #3 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order No. 3 for the 2022 Striping Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

Buster Lyons...

Buster Lyons
Project Manager

Enclosure: Pavement Markings, LLC - Certificate of Substantial Completion Task Order No. 3
Task Order No. 3 - Contraction Status List

ORD 25-07

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER
DISCON, MOVED BY COUNCIL MEMBER _____; SECONDED BY
COUNCILMEMBER _____**

ORDINANCE 25-07

**AN ORDINANCE OF THE CITY OF MANDEVILLE TO AMEND SECTION 10-38(b)
OF THE MANDEVILLE CODE OF ORDINANCES TO PROVIDE FOR ONE WAY
TRAFFIC ON A CERTAIN SECTION OF JEFFERSON STREET AT CERTAIN TIMES.**

WHEREAS, Mandeville Code of Ordinances Section 10-38 grants the Mayor and City Council the power to designate streets or portions of streets for one-way traffic only in accordance with Louisiana Revised Statute 32:78(B); and

WHEREAS, it has been requested of the City to place a “Do Not Enter”, “7:00-8:00AM and 1:30-2:30pm” on Jefferson St. between Carroll St. and Lafitte St during carline hours for Our Lady of the Lake School to help reduce traffic congestion and enhance overall traffic flow in the vicinity of the school; and

WHEREAS, during the times listed, the sign will allow one way traffic to flow east from Carroll St to Lafitte St. on Jefferson St.; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Mandeville, that there be added to the Mandeville Code of Ordinances Section 10-38.13 to read as follows:

13. Jefferson Street between Carroll Street and Lafitte Street be one way in an easterly direction from the hours of 7:00 to 8:00am and 1:30 to 2:30pm on school days.

BE IT FURTHER ORDAINED, all other portions of Section 10-38 (b) remain in effect with no changes.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective upon the Mayor’s signature.

BE IT FURTHER ORDAINED that the Mandeville Police Department be authorized and empowered to create, install, and maintain necessary and proper signage in furtherance of this Ordinance;

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Res 25-08

THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER ZUCKERMAN; MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 25-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BID FOR THE REHABILITATION AND FUTURE PROTECTION OF SEAWALL REPAIRS (BETWEEN COFFEE AND CARROLL STREETS TO EAST OF LITTLE BAYOU CASTINE) - SEGMENT 1 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER, M&J CIVIL CONSTRUCTION, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS the City of Mandeville advertised for bids for the rehabilitation and future protection of the Seawall Repairs- Segment 1 project;

WHEREAS the City received seven bids for the Seawall Repairs Project. The City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS Burk-Kleinpeter, Inc. as the engineer professional, has reviewed the bids on the above referenced project. The lowest bidder was M&J Civil Construction, LLC. Based upon the Revised Statutes under which the City operates, the engineer professional recommends awarding the contract to M&J Civil Construction, LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ____ day of _____ 2025 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$3,961,330.00 be accepted from M&J Civil Construction, LLC.

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the Mayor to execute a contract between the City of Mandeville and M&J Civil Construction, LLC, attached hereto and made a part of this resolution hereto. **With the above resolution having been properly introduced and duly seconded, the vote was as follows:**

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this ____ the day of _____ 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

SECTION 00520

AGREEMENT

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work of this Contract consists of the rehabilitation of steel sheet pile seawall and stairs, replacement of concrete cap and splash blocks, and installation of cathodic protection, all in accordance with the drawings and contract documents.

ARTICLE 2 – THE PROJECT

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

Mandeville Seawall Repairs Project Segment 1
City Project No. 100.21.019
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 274 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 319 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds not to exceed the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit prices (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed to complete the project in accordance with the Contract Documents up to the original contract sum of \$ \$3,961,330.00.
- B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No minimum contract value is guaranteed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated in Paragraphs 6.02.A.1.a. & 6.02.A.1.b. below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 or 95 percent of Work completed (with the balance being retainage based on the percentage indicated Paragraph 6.02.A.1.c below).
 - b. 90 or 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage based on the percentage indicated Paragraph 6.02.A.1.c below).
 - c. Retainage: 10% Task Orders \$0 - \$499,999
5% Task Orders \$500,000 and over
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed as applicable, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- #### 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
 - B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.

- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by the Engineer.

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

omission, neglect, or misconduct in the execution of the work, or defective work or material, and shall restore, at its expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding, or otherwise restoring same, or shall make good such damage in an acceptable manner.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 00520-9).
2. Performance bond (pages 00610-1 to 00610-2).
3. Payment bond (pages 00610-3 to 00610-5).
4. General Conditions (pages 00700-1 to 00700-60).
5. Supplementary Conditions (pages 00800-1 to 00800-11).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 44 sheets with each sheet bearing the following general title:
Mandeville Seawall Repairs Project Segment 1 & Replacement of Mandeville Seawall.
8. Addenda Nos. 1 through 5.
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Suspension of Work and Agreement Termination*

- A. The parties hereby agree that the present Agreement may be suspended or terminated pursuant to Article 15 of the General Conditions.

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City and its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees, and all court or arbitration or other dispute resolution costs, caused by a willful or negligent act or omission of Contractor, its officers, agents, servants, employees, and subcontractors in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.
- B. Contractor’s indemnification obligations as described in Paragraph 10.09.A will also extend to matters arising out of or relating to: a) any Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible, including but not limited to employees and subcontractors; and b) any infringement of patent rights or copyrights incident

to the use in the performance of the Work of any invention, design, process, product, or device not specified in the Contract Documents. Nothing in this paragraph shall obligate Contractor to indemnify any individual or entity from and against consequences of that individual's or entity's own negligence.

10.10 *Taxes and Licenses*

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

10.11 *Entire Agreement*

- A. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and shall supersede all prior negotiations, representations or understandings, whether written or oral.

10.12 *Independent Contractor*

- A. It is expressly agreed and understood between the parties entering into this Contract that the Contractor is acting as an independent agent and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Contractor an employee of the City nor create a partnership to this contract, it is hereby understood and specifically agreed that the Contractor shall be deemed and independent contractor and shall in no event be considered an employee, agent or servant of the City.
- B. The Contractor herein agrees that the Contractor, acting as an independent agent, nor anyone employed by or on behalf of the Contractor, shall receive any sick and annual leave benefits from the City.
- C. The parties further agree that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana, and further, anyone employed by the Contractor shall not be considered an employee of the City for the purposes of workers' compensation coverage. The Contractor certifies that its employees meet the requirements of independent contractor under Louisiana law.

10.13 *Non-waiver of Agreement Rights*

- A. The failure of the City to insist upon strict performance of the terms and agreements herein shall not be construed as a waiver or relinquishment of the City's right to enforce any such term or condition, but the same shall continue in full force and effect. No action or omission of the City shall be considered a waiver of any of the terms or conditions of this Agreement, nor excuse any conduct contrary to the terms and conditions of this Agreement, nor be considered to create a pattern of conduct between the parties where one may attempt to rely upon the contrary terms and conditions of this Agreement.

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

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

OWNER:
City of Mandeville
By: _____
Title: Mayor

Attest: _____
Title: _____
Address for giving notices:

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

CONTRACTOR
M&J Civil Construction, LLC
By: _____
Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
Title: _____
Address for giving notices:

License No.: _____

PRESIDENT & CEO
MICHAEL D. CHOPIN, PE



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

CORPORATE SECRETARY
BRUCE L. BADON, AICP

BURK-KLEINPETER, INC.
ENGINEERING • PLANNING • ENVIRONMENTAL

VICE PRESIDENT
DAVID E. BOYD, PE

2400 VETERANS MEMORIAL BLVD., SUITE 310, KENNER, LA 70062
TELEPHONE (504) 486-5901

WWW.BKIUSA.COM

OVER 100 YEARS OF SERVICE

March 14, 2025

Mr. Keith LaGrange
Public Works Director
3101 East Causeway Approach
Mandeville, LA 70448

Re: Mandeville Seawall Repairs Project Segment 1
The City of Mandeville
COM Project No. 100.21.019
BKI Project NO.24.007

Dear Mr. Keith LaGrange,

We have reviewed the Bid Documents for the above-captioned project that were received on February 26, 2025, and have attached a certified bid tabulation for your files.

The apparent low bidder for this project is M&J Civil Construction, LLC in the amount of \$3,961,330.00. M&J Civil Construction, LLC is properly licensed, see attached, and has all certifications necessary to construct the above-referenced project. Additionally, it appears that they have submitted all required documents with their bid.

We feel comfortable with this bid price and are confident that their work experience will ensure a quality product in accordance with the plans and specifications. We hereby recommend acceptance of the bid of M&J Civil Construction, LLC for this project, pending funding availability by the City.

If you should have any questions or comments, please contact me at (504-486-5901).

Sincerely,

A large, stylized handwritten signature in blue ink, which appears to read "HMP", is written over the word "Sincerely,".

Henry M. Picard, III, PE, PLS
Senior Vice President
Burk-Kleinpeter, Inc.



KENNER • MANDEVILLE

MANDEVILLE SEAWALL REPAIRS PROJECT SEGMENT 1
BID OPENING DATE: FEBRUARY 26, 2025
ORDER OF MAGNITUDE
ESTIMATED PROJECT COST

BID TABULATION
MARCH 14, 2025

Engineer's Estimate						M&J Civil Construction, LLC		Command Construction, LLC		Cycle Construction Company, L.L.C.		Baker Pile Driving and Site Work		Boh Bros. Construction Co. L.L.C.		Hard Rock Construction, L.L.C.		Coastal Contractors, LLC	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	\$ 262,691.00	\$ 262,691.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 415,000.00	\$ 415,000.00	\$ 411,025.00	\$ 411,025.00	\$ 275,000.00	\$ 275,000.00	\$ 550,000.00	\$ 550,000.00	\$ 500,000.00	\$ 500,000.00
2	REMOVAL OF STRUCTURAL CONCRETE (BULKHEAD)	1	LS	\$ 385,000.00	\$ 385,000.00	\$ 200,000.00	\$ 200,000.00	\$ 500,000.00	\$ 500,000.00	\$ 134,000.00	\$ 134,000.00	\$ 382,669.91	\$ 382,669.91	\$ 280,000.00	\$ 280,000.00	\$ 163,000.00	\$ 163,000.00	\$ 265,000.00	\$ 265,000.00
3	REMOVAL OF EXISTING SPLASH BLOCK	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 75,000.00	\$ 75,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 107,100.70	\$ 107,100.70	\$ 85,000.00	\$ 85,000.00	\$ 12,000.00	\$ 12,000.00	\$ 77,000.00	\$ 77,000.00
4	EXCAVATION AND EMBANKMENT	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 172,800.00	\$ 172,800.00	\$ 100,000.00	\$ 100,000.00	\$ 115,000.00	\$ 115,000.00	\$ 152,864.38	\$ 152,864.38	\$ 135,000.00	\$ 135,000.00	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00
5	STRUCTURAL CONCRETE, REINFORCED (BULKHEAD)	723	CY	\$ 1,413.50	\$ 1,021,961.00	\$ 1,150.00	\$ 831,450.00	\$ 1,150.00	\$ 831,450.00	\$ 1,725.00	\$ 1,247,175.00	\$ 1,398.91	\$ 1,011,411.93	\$ 2,650.00	\$ 1,915,950.00	\$ 2,400.00	\$ 1,735,200.00	\$ 2,700.00	\$ 1,952,100.00
6	SPLASH BLOCK (4" THICK)	1,930	SY	\$ 99.00	\$ 191,070.00	\$ 90.00	\$ 173,700.00	\$ 100.00	\$ 193,000.00	\$ 115.00	\$ 221,950.00	\$ 97.75	\$ 188,657.50	\$ 126.00	\$ 243,180.00	\$ 98.00	\$ 189,140.00	\$ 120.00	\$ 231,600.00
7	CONCRETE SURFACE PROTECTIVE COATINGS (CAP)	4,050	LF	\$ 16.50	\$ 66,825.00	\$ 12.00	\$ 48,600.00	\$ 30.00	\$ 121,500.00	\$ 9.00	\$ 36,450.00	\$ 45.91	\$ 185,935.50	\$ 10.50	\$ 42,525.00	\$ 23.00	\$ 93,150.00	\$ 44.00	\$ 178,200.00
8	CONCRETE SURFACE PROTECTIVE COATINGS (STAIRS)	7	EA	\$ 550.00	\$ 3,850.00	\$ 2,500.00	\$ 17,500.00	\$ 3,000.00	\$ 21,000.00	\$ 4,300.00	\$ 30,100.00	\$ 1,935.33	\$ 13,547.31	\$ 2,640.00	\$ 18,480.00	\$ 8,400.00	\$ 58,800.00	\$ 7,000.00	\$ 49,000.00
9	EPOXY SEALING OF CONCRETE CRACKS (STAIRS)	168	LF	\$ 44.00	\$ 7,392.00	\$ 300.00	\$ 50,400.00	\$ 50.00	\$ 8,400.00	\$ 168.00	\$ 28,224.00	\$ 84.53	\$ 14,201.04	\$ 180.00	\$ 30,240.00	\$ 75.00	\$ 12,600.00	\$ 150.00	\$ 25,200.00
10	CATHODIC PROTECTION SYSTEM	1	LS	\$ 1,238,070.90	\$ 1,238,071.00	\$ 1,295,868.00	\$ 1,295,868.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,845,000.00	\$ 1,845,000.00	\$ 1,559,387.02	\$ 1,559,387.02	\$ 1,795,000.00	\$ 1,795,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,900,000.00	\$ 1,900,000.00
11	STEEL REPAIR TYPE D	38	SF	\$ 1,712.47	\$ 65,074.00	\$ 1,600.00	\$ 60,800.00	\$ 1,000.00	\$ 38,000.00	\$ 478.00	\$ 18,164.00	\$ 3,508.75	\$ 133,332.50	\$ 1,830.00	\$ 69,540.00	\$ 5,400.00	\$ 205,200.00	\$ 5,400.00	\$ 205,200.00
12	STEEL REPAIR TYPE E	154	SF	\$ 165.00	\$ 25,410.00	\$ 1,250.00	\$ 192,500.00	\$ 1,400.00	\$ 215,600.00	\$ 250.00	\$ 38,500.00	\$ 1,002.50	\$ 154,385.00	\$ 1,160.00	\$ 178,640.00	\$ 4,600.00	\$ 708,400.00	\$ 4,800.00	\$ 739,200.00
13	STEEL REPAIR TYPE F	12	EA	\$ 11,000.00	\$ 132,000.00	\$ 15,000.00	\$ 180,000.00	\$ 10,000.00	\$ 120,000.00	\$ 12,500.00	\$ 150,000.00	\$ 4,010.00	\$ 48,120.00	\$ 4,600.00	\$ 55,200.00	\$ 5,400.00	\$ 64,800.00	\$ 5,800.00	\$ 69,600.00
14	LAWNS AND GRASSES	6,968	SY	\$ 13.20	\$ 91,978.00	\$ 9.00	\$ 62,712.00	\$ 10.00	\$ 69,680.00	\$ 10.00	\$ 69,680.00	\$ 15.20	\$ 105,913.60	\$ 15.00	\$ 104,520.00	\$ 15.00	\$ 104,520.00	\$ 12.00	\$ 83,616.00
15	PARTIAL DEMOBILIZATION/RE-MOBILIZATION	1	EA	\$ 262,691.00	\$ 262,691.00	\$ 100,000.00	\$ 100,000.00	\$ 7,710.00	\$ 7,710.00	\$ 25,000.00	\$ 25,000.00	\$ 9,694.44	\$ 9,694.44	\$ 36,000.00	\$ 36,000.00	\$ 70,000.00	\$ 70,000.00	\$ 110,000.00	\$ 110,000.00
Total Construction Cost:					\$ 3,809,013.00	\$ 3,961,330.00		\$ 4,276,340.00		\$ 4,404,243.00		\$ 4,478,245.83		\$ 5,264,275.00		\$ 5,826,810.00		\$ 6,465,716.00	

I certify these bid tabulations to be true and correct.


Henry M. Picard, III, PE, PLS



03/14/25

Louisiana State Licensing Board for Contractors

Search by Contractor Name

Contractor Information

Name

M & J Civil Construction, LLC

Mailing Address

303 Shady Oak Lane
Mandeville, LA 70471

Phone Number

(985) 400-7460

Email Address

david@mj-civil.com

Active Licenses

License

CL.73986

Type

Commercial License Certificate

Status

Active

Effective Date

05/13/2023

Expiration Date

05/12/2026

First Issued

05/12/2022

License

RL.888491

Type

Residential License Certificate

Status

Active

Effective Date

06/21/2023

Expiration Date

06/20/2026

First Issued

06/20/2022

Classifications**Class**

BUILDING CONSTRUCTION

HIGHWAY, STREET AND BRIDGE CONSTRUCTION

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

RESIDENTIAL CONSTRUCTION

Qualifying Party

David Lee Muller

David Lee Muller

David Lee Muller

David Lee Muller

Close Details

Louisiana State Licensing Board for Contractors
600 North Street
Baton Rouge, LA 70802
Phone: (225) 765-2301
Fax: 888-510-0127
[Contact Us \(https://lslbc.gov/contact-us/\)](https://lslbc.gov/contact-us/)

Res 25-09

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL
MEMBER ZUCKERMAN, MOVED FOR ADOPTION BY COUNCILMEMBER
_____ AND SECONDED FOR ADOPTION BY COUNCILMEMBER
_____**

RESOLUTION NO. 25-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF
MANDEVILLE AND ERNEST BURGUIERES**

WHEREAS, Mr. Ernest Burguières, is an attorney duly authorized and licensed to practice law in the Courts of Louisiana;

WHEREAS, Mr. Ernest Burguières is well suited to prosecute charges that come before Mandeville's Mayor Courts; and,

WHEREAS, the Mandeville City Council desires to contract with Mr. Ernest Burguières for the purpose of serving as the City's prosecutor as set forth in the scope of services of the Professional Services Agreement attached hereto and made a part hereof.

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 an agreement for professional services with Mr. Ernest Burguières, in accordance with the Professional Services 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:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of _____, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

AGREEMENT OF PROFESSIONAL SERVICES BETWEEN CITY OF MANDEVILLE AND ERNEST A. BURGUIÈRES

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into this (____ day of _____ 2025, by and between the City of Mandeville herein represented by Mayor Clay Madden (hereinafter sometimes referred as "City") and Ernest A. Burguières (hereinafter sometimes referred to as "Prosecutor" "Contractor").

I. SCOPE OF SERVICES

The specific duties of the Contractor / City Prosecutor are:

ESSENTIAL FUNCTIONS

1. Manages the City Prosecutor's Office; develops administrative and operational policies and procedures; sets guidelines for plea offers; represents the City in meetings; monitors case management.
2. Meets with court, police department, and code enforcement to eliminate or mitigate problems, delays, or issues in the criminal justice system; advises City departments, including police/code enforcement, of new laws, cases, and legal challenges, and conducts training for city departments to ensure proper investigation, documentation and presentation in City Court.
3. Ensures compliance with applicable statutory mandates, constitutional provisions, and ethical standards, victims' rights, and professional responsibility principles. Reviews legislation, makes legal interpretations, and determines how it will impact criminal prosecutions; assists with drafting criminal ordinances; benchmarks with other jurisdictions to determine best practices.
4. Assists with the preparation of cases for trial by ensuring service of subpoenas to witnesses; obtains and evaluates physical evidence; discusses case and trial procedures with victims, police and witnesses; anticipates legal problems or objections; and attends pre-trial interviews.
5. Attends arraignments and pre-trial conferences by negotiating with attorneys and defendants regarding plea agreements; consults with victims; presents arguments in court.
6. Reviews cases for arraignments, pre-trial conferences and trials. Be present at all sessions of Mandeville Magistrate Court.

7. Performs other assignments as needed.

II. COMPENSATION

To be paid on a monthly basis, not to exceed, Two Thousand Dollars and no / 100 (\$2000.00).

III. INDEMNIFICATION

The City further agrees to indemnify and hold harmless the Contractor from any suits, including attorneys fees and cost of litigation, actions, loss, damage, expense, costs or claims of any character or any nature arising out of or in connection with any negligent act or willful misconduct of the City and its elected or appointed officials, agents, boards, commissions, employees, representatives and subcontractors, except contractor herein, in the course of the performance or non-performance of any work under the provisions of this Agreement which results directly or indirectly in the injury to, or death of any person or persons, an or damage to property, or arising out of the failure of the City and its elected and appointed officials, agents, boards, commissions, employees, representatives and subcontractors or those otherwise acting under the control or direction of the City to conform to any statute, ordinance, regulation, law, or court decree.

IV. ASSIGNABILITY

The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same without prior, written consent by the City.

V. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT

Neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

VI. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this Professional Service Contract, that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

VII. DURATION OF AGREEMENT

This contract may be terminated by either party giving written notice to the other party.

VIII. MODIFICATION

The terms, conditions and duration of this Contract may be modified by an executed, written amendment to this Contract.

IX. EXECUTION OF AGREEMENT

THIS AGREEMENT is executed in duplicate originals on the day and year first above written.

ATTEST:

CITY OF MANDEVILLE

BY: _____

BY: _____

"Clay" Madden, Mayor

ATTEST:

ERNEST A. BURGUIÈRES

BY: _____

BY: _____

Res 25-10

THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER DISCON; MOTIONED FOR ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 25-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REGARDING RECOMMENDATIONS BY THE PARKS AND PARKWAYS COMMISSION ON TOPICS IDENTIFIED AS PRIORITY CONCERNS TO BE ADDRESSED THROUGHOUT THE CITY OF MANDEVILLE

WHEREAS, the Parks and Parkways Commission serves as the Official Tree Board of the City of Mandeville and the Commission's authority and duties include such items as to study the urban forest including problems and opportunities involving the city tree population, and determine tree related needs of the community; and

WHEREAS, the Purpose and Intent of the Landscape Regulations is to preserve the existing natural vegetation and encourage the incorporation of plant materials, especially native plants, plant communities and ecosystems into landscape design, where possible; and

WHEREAS, the Parks and Parkways Commission is concerned about the continued loss of trees throughout the City which affects the urban forest canopy; and

WHEREAS, the Parks and Parkways Commission believes that additional regulation is needed to help reduce future damages to the urban canopy and landscape throughout the City of Mandeville; and

WHEREAS, Parks and Parkways wholeheartedly embrace the Vision Statement of the Comprehensive Plan (dated 2007): "Mandeville is a wooded coastal community that exists in harmony with its abundant environmental resources... "; and

WHEREAS, Our way of life is directly connected to and defined by a harmonious interaction with the natural setting of Mandeville. The foundation piece of that natural setting is our Urban Forest: the canopy, understory, soils and terrain; and

WHEREAS, the Commission believes it is their mission to work with all units of Mandeville city government to preserve and enhance their relationship to the natural setting. They believe that the pursuit of this goal is an essential step toward resilience and sustainability. Additionally, they observe that the concerns and actions proposed below could make a contribution to further additions to the City's CRS rating with direct financial benefit to all citizens; and

NOW, THEREFORE, BE IT RESOLVED that the Parks and Parkways Commission of the City of Mandeville propose four key areas as critical initiatives for closer examination of the regulatory targets, language and enforcement mechanisms within and related to CLURO across all zoning classifications:

1. Strengthen Natural Landscape Protections by:
 - a. Increasing the percentage of native trees protected in all zoning classes.
 - b. Establish, increase, and enforce punitive fines for non-compliance.
 - c. Mandate greater native tree preservation by expanding the definition of "native tree" beyond Live Oak (*quercus virginiana*).
 - d. Strengthen, uphold and enforce No Cut and Green Belt buffering allowing only natives for remediation planting.
 - e. Incentivize recovery of natural landscapes through the replacement of 'lawns' with 'native vegetative cover'.
2. Complete a review of native landscapes, soils and terrain with all necessary amendments defined and incorporated.
 - a. Key issues would include the strict enforcement of existing 'fill laws' until effective revisions to regulations and enforcement have been identified and added.
 - b. Create changes to CLURO that recognize the importance of our native soils to our canopy AND to water management/flood control.
 - c. Create easily accessible educational tools to inform residents and developers about the value of our native soils to the total ecosystem.
3. Create a section in CLURO deliberately and unambiguously defining Green Infrastructure requirements relating to development in any zoning district.
 - a. Review Storm Water and Green Infrastructure Best Management Practices as adopted by other communities in the region and consider how to adapt and adopt for Mandeville.
 - b. Educate and incentivize Green Infrastructure as an instrument and a target of remediation. This could include anything from rain barrels; to bioswales; to permeable pavers; to green roofs depending on remediation requirements.

- c. Mandate that all new construction includes Green Infrastructure to the fullest extent in order to support resilience in the face of storm water threats endangering the Health, Safety and Welfare of our residents.
- 4. Initiate a program of Land Acquisition with a goal of removal of lands from commerce for Rewilding to support:
 - a. Water Management
 - b. Protection of Fragile Ecosystems
 - c. Community Enhancement

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council for the City of Mandeville hereby approves and supports this initiative recommended by the Parks and Parkways Commission.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the resolution was declared adopted this _____ day of _____, 2025.

Alicia Watts
Council Clerk

Scott Discon,
Council Chairman