

Ord 25-13

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

ORDINANCE NO. 25-13

AN ORDINANCE OF THE CITY OF MANDEVILLE ADOPTING THE ADJUSTED MILLAGE RATES FOR TAXES TO LEVY ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2025 FOR THE PURPOSE OF PAYING GENERAL MAINTENANCE AND OPERATIONS AND ALSO FUNDING OPERATIONS AND MAINTENANCE OF THE POLICE DEPARTMENT OF THE CITY IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(B) AND (C) OF THE 1974 LOUISIANA CONSTITUTION AND R.S. 47:1705 (B) (1) AND (2).

SECTION 1. That a special tax of 6.87 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all of said property for the year 2025 for the purpose of paying general maintenance and operations of the City of Mandeville (**Tracking No. 5050001**).

SECTION 2. That a special tax of 3.13 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2025 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050008**).

SECTION 3. That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2025 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

Ord 25-23

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

ORDINANCE NO. 25-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE DECLARING CERTAIN ITEMS AS SURPLUS AND NO LONGER NEEDED FOR CITY USE; AUTHORIZING THE MAYOR TO EXCHANGE, DONATE, OR DISPOSE OF SURPLUS ITEMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (FIREARMS)

WHEREAS, it is in the public interest that the City of Mandeville manage surplus items efficiently, responsibly, and in a manner that maximizes community benefit, whether through exchanges, donations, or other lawful means of disposal;

WHEREAS, the City of Mandeville is the owner of the items listed in the attached exhibit "A";

WHEREAS, these firearms are no longer needed for City use and should be declared surplus;

WHEREAS, the City may exchange, donate, or dispose of surplus firearms in a manner prescribed by law and City Ordinances and Regulations;

WHEREAS, for any surplus items to be auctioned, an advertisement for bids for the items should be run in a local paper by the auction company on behalf of the City and the Mayor should be authorized to sell the items to the highest bidder;

NOW THEREFORE, be it ordained by the City Council of the City of Mandeville that the items listed in exhibit "A" shall be declared surplus and no longer needed for City use.

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville be authorized to advertise for bids, accept the highest bidders, and execute the necessary documents by which to convey the items to the highest bidder in "as is" condition; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville be authorized to execute the necessary documents by which to donate the surplus firearms in "as is" condition or dispose of them in a manner provided by law;

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

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and instructed to take such action as she deems necessary or advisable to promulgate the provisions of this Ordinance.

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this ___th day of June, 2025.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

GLOCK	
LXP851	XPM781
PTA663	AESN193
PTA664	XPM782
PTB665	LAV645
PTB901	AESN195
PTB902	AESN192
PTB903	AESN194
PTB904	XPM780
PTB905	RBD655
PTB906	BWRH685
PTB912	AGMN893
PTB957	XLB332
PTB958	TAE857
PTB960	XLB327
PTB962	XLB331
PTB963	XLB326
PTB964	XLB335
PTB965	NCN988
PTB966	XLB330
PTB967	KZE854
PTB968	NNK943
PTB975	KZE856
PTB977	KNT349
PTB979	KTX589
PTB980	KTX590
PTB983	KVY337
PTB984	KYZ718
PTB985	KYZ719
PTB986	LXP849
PTB987	LXP852
PTB988	LXP853
PTB989	LXP855
PTB990	LXP856
PTB991	LXP858
PTB996	MHP719
PTB997	MHP721
PTB998	MHP743
PTB999	MHP745
PWX692	MHP746
PWX694	NBT578
PWX695	NBT581

RFE283	NBT594
RFE284	NER645
SHM609	NCN987
SHM686	NCN989
TYW324	NCN990
TYW325	NCN991
TYW326	LPN945
TYW327	LPN946
TYW331	LPN947
VMC993	LPN949
VMC994	LPN950
VMC995	LPN951
XCG842	LPN952
XCG843	LPN953
XCG884	LPN955
XPA983	RGC837
XPA984	RGC839
XPA985	RGC841
XPA986	RUV286
XPA987	RFE283
TYW 345	LXP850

Res 25-36

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

RESOLUTION NO. 25-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BID FOR THE 2025 ROAD AND DRAINAGE MAINTENANCE
CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH THE APPARENT LOW BIDDER, CREEK CONSTRUCTION, LLC,
AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Mandeville advertised for bids for the 2025 Road and Drainage Maintenance Contract;
and

WHEREAS, the City received three bids for the 2025 Road and Drainage Maintenance Contract, the City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS, Digital Engineering, has reviewed the bids on the above referenced project. The lowest bid of the two responsive bids was Creek Construction, LLC. Based upon the Revised Statutes under which the City operates, Digital Engineering recommends awarding the contract to Creek Construction, LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 10th day of July 2025 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$4,322,177.50 be accepted from Creek Construction, LLC.; and

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 Creek Construction, LLC. 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 10th day of July, 2025.

Alicia Watts
Council Clerk

Jason Zuckerman
Council Chairman

June 17, 2025

Ms. RuthAnn Chadwick, CPPB Purchasing Agent
Contracts Administrator
City of Mandeville

Re: 2025 Road & Drainage Maintenance Contract
Recommendation of Award
City Project No.: 700.22.003

Dear Mrs. Chadwick:

On Wednesday, June 11, 2025, three (3) bids for the above referenced project were received and read aloud in the Council Chambers. The following are the tabulated bids in an ascending order based on the corrected total base bid prices for the two (2) responsive bids received. The total bid amount for a third bidder was unable to be verified.

<u>Contractor</u>	<u>Total Base Bid</u>
Creek Construction, LLC	\$4,322,177.50 ⁽¹⁾
Bip & Son's Services, LLC	\$6,392,486.75 ⁽²⁾
McDonald Construction Inc. of Slidell	(Unverified) ⁽³⁾

(1) The Creek Construction, LLC bid had a mathematical error for bid item 20000-01. Based on the unit bid price and the bid quantity, the extended unit price should be \$90,000.00. In addition, the Creek Construction, LLC bid had a discrepancy between the base bid total and the sum of the extended unit prices. The actual corrected total bid amount was determined to be \$4,322,177.50.

(2) The Bip & Son's Services, LLC bid had mathematical errors for bid items 70020-14, 70510-07, 70510-08, 70510-12, & 70510-28. Using the unit bid prices and the bid quantities to determine the corrected extended unit prices for each of those items, the actual corrected total bid amount was determined to be \$6,392,486.75.

(3) The bid submitted by McDonald Construction, Inc. of Slidell did not include the adjusted bid quantities per Addendum No. 3 for bid items 70510-07 & 70510-08. In addition, the unit prices and unit price extension values for bid items 70010-25, 701510-12 & 70510-26 were indeterminable, not allowing for the confirmation of their total bid amount. Therefore, their bid was not considered for award.

Based upon the above list of represented bidders, the apparent lowest responsive and responsible bidder for this project was Creek Construction, LLC who is a qualified licensed contractor (LA License #40657) according to the Louisiana State Licensing Board. We have reviewed the bid documents for Creek Construction, LLC and found them to be complete. Attached please find a bid verification letter from Creek Construction, LLC confirming that the corrected total base bid amount of \$4,322,177.50 is valid and acceptable. Digital Engineering & Imaging, Inc. recommends the City accept the Creek Construction, LLC bid and award them the project in the amount of \$4,322,177.50, which is approximately 28% under the engineer's estimate.

The award of this contract does not obligate the City to the total bid amount. The amount bid is theoretical for the comparison of prices only, and therefore does not violate any budget limitations. The work will be issued to the contractor in future task orders.

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

Sincerely,
DIGITAL ENGINEERING & IMAGING INC.

Buster Lyons...

Buster Lyons, P.E.,
Project Manager

Enclosures: Bid Tabulation
Creek Construction, LLC Bid Verification Letter

cc: Keith LaGrange, City of Mandeville - Director of Public Works



PO Box 1626
Pearl River, LA 70452
(985) 265 - 3173

June 17, 2025

Re: City of Mandeville
2025 Road and Drainage Maintenance Contract
Project No. 700.22.003
Bid Verification

To Whom It May Concern,

Creek Construction, LLC bid has reviewed our bid submitted June 11, 2025 for the above referenced project and confirm that the correct unit price extension for bid item 20000-01 should be \$90,000.00 based on our unit bid price of \$15.00 per linear foot. In addition, Creek Construction, LLC acknowledges that there was a discrepancy between the total base bid amount on our LA Uniform Public Work Bid Form and the sum of the extended unit prices. This letter is to confirm that the corrected total base bid amount of \$4,322,177.50 is valid and acceptable. Creek Construction, LLC is eager and capable of executing the project in accordance with the contract terms and conditions.

Sincerely,

Michael Marcotte

Member/Owner

Creek Construction, LLC

LA License No. 40657

SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner” or “City”) and
Creek 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 roadway and drainage maintenance, including restoration of Portland cement concrete pavement; asphalt pavement patching; installation & repair of drainage culverts & drainage structures; installation of culvert end treatments; cleaning and CIPP lining of drainage lines; cleaning, excavating, and/or reshaping of open drainage ditches and channels; restoration of retention pond embankments; installation & repair of sidewalks and ADA ramps; restoration of pedestrian paths; restoration of parking areas; sodding; pavement crack sealing, and other related miscellaneous work and incidentals thereto throughout the City of Mandeville. The total value of this contract (combined value of task orders) will not exceed \$4,000,000. No minimum value is guaranteed.
- 1.02 The parties agree that Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the Federally Required Provisions in the Contract Documents.

ARTICLE 2 – 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:

2025 Road & Drainage Maintenance Contract
City Project No. 700.22.003
City of Mandeville

- 2.02 The Project for which the Work is under the Contract Documents may be the whole or only a part of the quantities estimated on the Unit Prices Bid Table. The Work will be assigned to the Contractor on a Task Order basis. Each duly executed Task Order will include limits of work, a written scope of work, estimated material quantities and Task Order value, performance period, and any supplemental drawings or details required for completion of the work. Task Orders will be issued sequentially,

without overlap of performance period, unless agreed otherwise by all parties. The Contractor may decline to perform a Task Order valued at under \$20,000 without prejudice.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Duration

- A. The initial Contract Duration shall be for a period of one (1) calendar year from the agreement’s effective date.
- B. The Contract Duration may be extended by Owner for a period of up to two (2) additional calendar years on annual basis by written notice to the Contractor for a maximum of duration of three (3) calendar years.
- C. The agreement will expire at the final payment for the last task order issued, or on the latest agreement’s expiration date, whichever is later. No task order may be issued after the latest agreement’s expiration date.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before the date specified in each task order, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the date specified in each task order.

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 5.01.B 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 under each task order.
- 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.

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 00520-10).
 - 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 00800-13).
 - 6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings consisting of 34 sheets with each sheet bearing the following general title:
2025 Road & Drainage Maintenance Plans.
 8. Addenda Nos. 1 through 3.
 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*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. 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

10.12 *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:

Digital Engineering & Imaging, Inc.

3500 U.S. 190, Suite 201

Mandeville, LA 70471

CONTRACTOR

Creek 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:

Creek Construction, LLC

P.O. Box 1626

Pearl River, LA 70452

License No.: LA 40657

Res 25-31

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

RESOLUTION NO. 25-31

A RESOLUTION OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO SIGN A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND ST. TAMMANY PARISH TO UNDERTAKE ELIGIBLE COMMUNITY DEVELOPMENT AND HOUSING ASSISTANCE ACTIVITIES WITHIN THE CITY OF MANDEVILLE JURISDICTION; TO BE PRE-APPROVED BY THE CITY OF MANDEVILLE AND PARISH BEFORE ACTIVITY TAKES PLACE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville desires to undertake Community Development and Housing Assistance Activities that are within approved plans and enter into the Urban County Program along with St. Tammany Parish; and

WHEREAS, the Cooperative Endeavor Agreement is attached and made a part of this Resolution; and

NOW, THEREFORE BE IT RESOLVED that the Cooperative Endeavor Agreement by and between the City of Mandeville and St. Tammany Parish is hereby approved by the Mandeville City Council and the Mayor is hereby authorized to sign the Cooperative Endeavor Agreement between the City of Mandeville and St. Tammany Parish and to undertake Community Development and Housing Assistance Activities with the City of Mandeville jurisdiction.

BE IT FURTHER RESOLVED that the Mayor, the Honorable L. Clay Madden is hereby authorized to execute the said Cooperative Endeavor Agreement and any and all documents necessary and proper to the furtherance of this Resolution and agreement.

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

BE IT FURTHER RESOLVED, by the Mandeville Council of the City of Mandeville, Louisiana, acting as governing authority of said City and authorizes the Honorable L. Clay Madden, Mayor of the City of Mandeville to execute an agreement with the St. Tammany Parish Community Development and Housing Assistance, Urban County Program.

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

AYES:
NAYS:
ABSENT:

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

Alicia Watts
Council Clerk

Scott Discon
Council Chairman

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE
PARISH OF ST. TAMMANY AND THE CITY OF MANDEVILLE
(Community Block Grant and HOME Program)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into effective on the date of full execution by both parties, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements by and among the following parties:

THE PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana, whose mailing address is PO BOX 628, Covington, LA 70434, herein appearing by and through Michael B. Cooper, Parish President, duly authorized by law (hereinafter referred to as "PARISH"); and

THE CITY OF MANDEVILLE, a political subdivision of the State of Louisiana, whose mailing address is 3101 East Causeway Approach, Mandeville, LA, 70448, represented by and through Clay Madden, Mayor, duly elected and authorized, as per law (hereinafter referred to as "CITY").

The above captioned parties hereinafter may be collectively referred to as "Parties" and individually as "Party."

WHEREAS, the parties hereto have the authorization to carry out activities funded by annual Community Development Block Grant (CDBG) program and Home Investment Partnership (HOME) Program for Fiscal Years 2026-2028 and by any program income generated from the expenditure of such funds; and

WHEREAS, the Parties hereto, in order to obtain the benefits of the Housing and Community Development Act of 1974, as amended, do hereby enter into an Agreement to cooperate to undertake, or assist in undertaking, eligible activities

WHEREAS, the PARISH has developed and received approval of their Consolidated Plan, required by 24 CFR § 570.302 and 24 CFR Part 91, which covers the use of grant funds received under the CDBG and HOME Programs, and

WHEREAS, the PARISH has the authority to carry out the essential community development and housing activities in the unincorporated areas of St. Tammany Parish and seeks through this Agreement the authority by the CITY to carry out essential community development and housing activities within the CITY, and

WHEREAS, it is the desire of the parties that the Parish undertake activities in its role as an urban county necessary to plan and carry out or assist in carrying out the Community Development Program through the implementation of its Consolidated Plan for the benefit of residents of St. Tammany Parish in unincorporated areas and within the CITY'S limits.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and representations, the parties agree as follows:

1. The CITY hereby authorizes the PARISH to submit for and receive funding under the CDBG Entitlement Program and the HOME Program from HUD for fiscal years 2026, 2027, and 2028, and all successive three-year qualification periods thereafter. The CITY further authorizes the inclusion of the CITY'S population for the purposes of calculating and making CDBG and HOME allocations directly to the PARISH.

2. The PARISH shall, at no cost to the CITY, provide staff resources and other services necessary for planning and administering the Community Development Program.

3. Parish and CITY hereby agree that this agreement covers the CDBG Entitlement Program and where applicable, and the HOME Program.

4. If the CITY participates in using CDBG and HOME funds in conjunction or partnership with the Parish, then the provisions and requirements of the HUD and CDBG programs will be followed, including 2 CFR 200 Uniform Administrative Requirements and Cost Principals for federal awards;

5. The CITY and PARISH acknowledges that for the period covered by this Agreement it is ineligible to apply for grants under the State CDBG Program during this Agreement time period;

6. The CITY acknowledges the PARISH will submit for and receive HOME funding from HUD. The CITY acknowledges that it is ineligible to apply for HOME funds from the State, unless the state allows. The CITY is prohibited to apply for HOME funds from any other sources;

7. The CITY agrees to give formal responses to all St. Tammany Parish Department of Grants inquiries that relate to this Agreement as well as CDBG and HOME programming;

8. The PARISH agrees to solicit input for available CDBG and HOME funding for approved activities (or in support of activities) provided the CITY agrees to comply with HUD regulations and the aforesaid provisions;

9. The PARISH, in collaboration with the CITY, will develop eligible CDBG and HOME activities and projects to be carried out within the CITY, but cannot guarantee their funding. St. Tammany Parish is responsible for submitting the Consolidated Plan and all annual Action Plans and amendments to HUD.

10. The PARISH shall administer CDBG and HOME activities in the CITY unless otherwise provided under a sub-grantee Agreement as set forth in 24 CFR 570.503.

11. Upon notification by HUD of the Urban County 3-year Qualification Notice for the next qualification period, the PARISH will notify the CITY in writing of its right to continue participation or not to participate. The CITY agrees to reply timely and in writing to the PARISH if it chooses to exercise its right.

12. The CITY acknowledges that pursuant to 24 CFR 570.501(b) the CITY is subject to the same requirements as are applicable to subrecipients, including the requirement of a written set forth in 24 CFR 570.503.

13. The PARISH and the CITY do hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

14. The parties agree that the PARISH has the responsibility for monitoring and reporting to HUD on the use of any such program income thereby requiring appropriate record keeping and reporting by the CITY as required by 24 CFR 570.501 and 570.504.

15. The parties do hereby mutually commit to take all actions necessary to assure compliance with the PARISH'S certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended. The CDBG and HOME grant will be conducted and administered by the parties in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; the Fair Housing Act, and the implementation of the regulations at 24 CFR part 100; and will comply with the obligation to affirmatively further fair housing. The parties shall also comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; Section 3 of the Housing and Urban Development Act of 1968; and all other applicable laws.

16. The parties acknowledge that the PARISH is prohibited from funding activities in, or in support of, any cooperating municipality that does not affirmatively further fair housing within its own jurisdiction, or that impedes the PARISH'S actions to comply with the PARISH'S fair housing certification.

17. The term of this agreement shall extend through a three-year period from the date the last party hereto signs this agreement, and shall cover HUD fiscal years 2026, 2027, and 2028. This agreement will automatically be renewed for participation in successive three-year qualification periods, unless the PARISH or the CITY provides written notice that it elects not to participate in a new qualification period. The PARISH, by the date specified in HUD's urban county qualification notice for the next qualification period, will notify the CITY, in writing, of its right to make such election. A copy of the PARISH'S notification to the CITY shall be sent to the HUD Field Office, along with a copy of any written notice from the CITY indicating its election not to participate in future qualification periods, if any.

18. Failure by either the PARISH or the CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

19. The PARISH and CITY understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG and/or HOME funds to a Metropolitan City, Urban County/Parish, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

20. This agreement will remain in effect for the three-year program period of Federal Fiscal Years 2026, 2027, and 2028, and until the CDBG, HOME, and any Program Income funds are expended, and the funded activities are completed, which begins on October 1, 2025. The PARISH or the CITY may not terminate or withdraw from the agreement while the agreement remains in effect;

21. By signing this agreement, the CITY hereby verifies that it has adopted and is currently enforcing:

A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

B. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

22. Authorized Representation: Each representative herein warrants that he has the requisite authority and permission to enter, sign and bind this office.

IN WITNESS WHERE OF, the Parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

THUS DONE AND SIGNED effective as of _____, 2025 in the presence of the undersigned witnesses.

WITNESSES:

ST. TAMMANY PARISH

BY:

Michael B. Cooper
Parish President

THUS DONE AND SIGNED effective as of _____, 2025 in the presence of the undersigned witnesses.

WITNESSES:

THE CITY OF MANDEVILLE

BY:

Clay Madden
Mayor

Ord 25-11

THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER DISCON AND COUNCILMEMBER LANE; MOVED FOR ADOPTION BY COUNCIL MEMBER _____; SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

ORDINANCE NO. 25-11

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE REPEALING AND REPLACING ARTICLE 9, SECTION 9.2.5.7, LIVE OAK PROTECTION REQUIREMENTS, AND AMENDING SECTIONS 9.2.3 AND 9.2.5.14 OF THE COMPREHENSIVE LAND USE REGULATIONS ORDINANCE, AND AMENDING DIVISION 19 OF APPENDIX C SECTION 9.2.5.16 OF THE CODE OF ORDINANCES OF THE CITY OF MANDEVILLE, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville’s Comprehensive Land Use Regulations Ordinance (CLURO) was adopted on June 2, 2015 to effect the vision of the Comprehensive Land Use Plan adopted by the City’s Planning Commission and supported by resolution of the Council in 2007; and

WHEREAS, the City Council desires to amend the Comprehensive Land Use Regulations Ordinance to amend Article 9, Section 9.2.3 Definitions of Landscape Regulation Terminology; and

WHEREAS, the City Council further desires to amend the CLURO to repeal and replace Article 9, Section 9.2.5.7 Live Oak Protection; and

WHEREAS, the City Council recognizes that more than the Live Oak should be protected and wishes to amend Article 9, Section 9.2.5.14 to indicate that; and

WHEREAS, the City Council desires to amend Division 19 of Appendix C, Section 9.2.5.16 of the Code of Ordinances as to impose fines for any violations of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that Article 9, Section 9.2.3 Definitions of Landscape Regulation Terminology be amended to read as follows:

6. **Landowner.** The owner of that real property upon which a protected tree is located.
12. **Protected Tree.** Bald Cypress (*Taxodium distichum*), Southern Magnolia (*Magnolia grandiflora*), and all species of live oaks possessing a diameter at breast height (dbh) of 5” or more.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that Section 9.2.5.7 of the Comprehensive Land Use Regulations Ordinance be named Tree Preservation Requirements and read as follows: The City of Mandeville recognizes that in aesthetic benefits of a full tree canopy to the community, the proliferation of trees performs a valuable water management resource to the entire community by significantly augmenting the handling of water in low lying areas such as Mandeville. The removal of trees

denigrates Mandeville’s ability to manage water resulting in aggravation of a sensitive water handling issue.

1. The landowner shall use reasonable care in maintaining protected trees. If a protected tree dies during construction of any improvements the landowner shall replace the protected tree with two (2) trees **of a protected tree** species.
2. The landowner shall protect all plant materials required by this Ordinance to maintain a protected tree in a healthy condition:
 - a. For each protected tree, there is a mandatory requirement to use **minimum** 12-gauge four (4) foot high metal fencing around drip line of the tree.
 - b. Fencing shall be maintained throughout the entire construction process.
 - c. It shall be unlawful for any person to place soil in such a way that would cause live oaks to become diseased or die. If filling with soil is necessary to properly drain the land, all efforts should be made to protect the area within the drip line of a live oak from the impact of such activity. Should all efforts fail and a tree removal permit be issued for the removal of the live oak the provisions of these regulations regarding replacement of trees shall be required to be met.
3. If a protected tree is determined to be dead by both a licensed arborist and the City arborist, the protected tree can be removed administratively through the permit process outlined in Section 9.2.5.14, otherwise a variance will need to be applied for as outlined in Section 4.3.4.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that Section 9.2.5.14 be amended to read “protected tree” anywhere “live oak tree” is used currently; and

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that Division 19 of Appendix C, Section 9.2.5.16 of the code of Ordinances for the City of Mandeville be amended to read as follows:

Prohibited Act	Penalty
Removal of an unprotected tree without or in violation of a permit.	\$500.00 per tree on residentially zoned property \$2,500.00 per tree on commercially zoned property
Removal of protected tree without or in violation of a permit.	\$2,000.00 per tree if the tree is 5-8” dbh \$4,000.00 per tree if the tree is over 8” dbh, but under 15” dbh \$10,000.00 per tree if the tree is more than 15” dbh but under 25” dbh \$20,000.00 per tree if the tree is over 25” dbh

NOW, THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and is

hereby and is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

And the ordinance was declared adopted this ____ day of _____, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Possible Budget Hearing Dates:

7/15/2025

7/21/2025

7/23/2025 (after quarterly budget meeting)

8/5/2025

8/11/2025

Ord 25-21

THE FOLLOWING ORDINANCE WAS SPONSORED BY _____; MOVED FOR ADOPTION BY COUNCIL MEMBER _____; SECONDED FOR ADOPTION BY COUNCILMEMBER _____

ORDINANCE NO. 25-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING SECTION 9-31 OF THE CITY OF MANDEVILL CODE OF ORDINANCES AND APPENDIX C DIVISION 9 SECTION 9-31 REGARDING MONTHLY GARBAGE SERVICE CHARGES AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville is committed to maintaining a clean, healthy, and sustainable environment for all residents through regular collection and proper disposal of waste;

WHEREAS, waste disposal services are provided by a third-party waste management service provider to ensure the efficient and reliable collection of garbage and refuse;

WHEREAS, the cost of providing garbage collection services is directly influenced by the rates charged by the contracted service provider;

WHEREAS, it is necessary and in the public interest to ensure that the monthly garbage collection fees billed to residents and businesses accurately correspond to the rates charged by the service provider; and

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Mandeville hereby amends Section 9-31 of the City of Mandeville Code of Ordinances and Appendix C Division 9, Section 9-31 in their entirety to read:

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

The City of Mandeville shall levy, bill, and collect a monthly garbage/trash service charge in accordance with Division 9 of Appendix C of the City of Mandeville Code of Ordinances, which shall be determined by the Mayor and City Council after following a legal bid process and memorialized by a signed contract. There shall be apportioned charges for each occupied dwelling, residence, and apartment; and apartment complexes; and commercial establishments,

defined for the purposes of this Section as any retail or wholesale sales outlet dealing in any commodity, or professional office regularly open to the public. Should the rate increase as a result of the increase in the amount of refuse produced by the commercial establishment, the owner or proprietor of such establishment shall be notified prior to the increase.”

Appendix C, Division 9: “Sec. 9-31. Garbage service charge—Levied; collection of overdue charges.

(1) The monthly charge for the collection of garbage, trash and recyclables for users inside the city limits shall be as determined by the legal bid process memorialized by a signed professional services contract.

(2) The rates established by contract shall be automatically adjusted every July 1, by the addition of an amount equal to the change in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers – Water and Sewer and Trash Collection Services for the immediately preceding year multiplied time the garbage rate then in effect. The City shall have the right to increase or decrease rates as it sees fit, which may be an adjustment greater than or less than the CPI then in effect, for each new contract it enters into to provide the services contemplated by this section.

(3) The City Council may approve any petition by its garbage contractor for a rate increase due to material and unforeseen changes in the cost of operations which were not contemplated in the professional services agreement.”

BE IT ORDAINED that this ordinance shall be effective following the Mayor’s signature;
and

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

And the ordinance was declared adopted this ____ day of _____, _____.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

Ord 25-22

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

ORDINANCE NO. 25-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE DECLARING CERTAIN ITEMS AS SURPLUS AND NO LONGER NEEDED FOR CITY USE; AUTHORIZING THE MAYOR TO EXCHANGE, DONATE, OR DISPOSE OF SURPLUS ITEMS; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, it is in the public interest that the City of Mandeville manage surplus items efficiently, responsibly, and in a manner that maximizes community benefit, whether through exchanges, donations, or other lawful means of disposal;

WHEREAS, the City of Mandeville is the owner of the items listed in the attached exhibit "A";

WHEREAS, these vehicles are no longer needed for City use and should be declared surplus;

WHEREAS, the City may exchange, donate, or dispose of surplus vehicles in a manner prescribed by law and City Ordinances and Regulations;

WHEREAS, for any surplus items to be auctioned, an advertisement for bids for the items should be run in a local paper by the auction company on behalf of the City and the Mayor should be authorized to sell the items to the highest bidder;

NOW THEREFORE, be it ordained by the City Council of the City of Mandeville that the items listed in exhibit "A" shall be declared surplus and no longer needed for City use.

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville be authorized to advertise for bids, accept the highest bidders, and execute the necessary documents by which to convey the items to the highest bidder in "as is" condition; and

BE IT FURTHER ORDAINED, that the Mayor of the City of Mandeville be authorized to execute the necessary documents by which to donate the surplus vehicles in "as is" condition or dispose of them in a manner provided by law;

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

BE IT FURTHER ORDAINED, that the Clerk of this Council be and she is hereby authorized and instructed to take such action as she deems necessary or advisable to promulgate the provisions of this Ordinance.

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

AYES:

NAY:

ABSTENTIONS:

ABSENT: 0

and the ordinance was declared adopted this ___th day of June, 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

MANDEVILLE POLICE DEPARTMENT CURRENT UNIT SURPLUS

YEAR - MAKE - MODEL AND VIN:

1997 - CIRC - HE - HORSE TRAILER - 1C9HS18Z6VT459011

2007 - FORD EXPEDITION - 1FMFU18537LA83982

2008 - FORD - CROWN VICTORIA - 2FAFP71V98X154055

2009 - FORD CROWN VICTORIA - 2FAHP71V39X135303

2010 - FORD - ESCAPE - 1FMCU0DG0AKC04064

2010 - FORD - F150 - 1FTFW1EV9AFD34139

2010 - FORD - CROWN VICTORIA - 2FABP7BV8AX118845

2010 - FORD - CROWN VICTORIA - 2FABP7BV9AX118840

2011 - FORD - CROWN VICTORIA - 2FABP7BVXBX103269

2011 - FORD - CROWN VICTORIA - 2FABP7BV9BX103269

2011 - FORD - CROWN VICTORIA - 2FABP7BV7BX103268

2011 - FORD - CROWN VICTORIA - 2FABP7BV4BX103146

2011 - FORD - CROWN VICTORIA - 2FABP7BV5BX103267

2012 - CHEVROLET - IMPALA - 2G1WF5E3XC1227657

2012 - CHEVROLET - CAPRICE - 6G1MK5U21CL633755

2013 - CHEVROLET - IMPALA - 2G1WF5E34D1130830

2013 - CHEVROLET - TAHOE - 1GNLC2E06DR316049

2013 - CHEVROLET - TAHOE - 1GNLC2EOXDR316748

2014 - FORD - FUSION - 1FA6POG70F5107849

2014 - FORD - FUSION - 1FA6POG77F5107850

2014 - FORD - EXPLORER - 1FM5K8AR0FGA04329

2014 - FORD - EXPLORER - 1FM5K8AR9FGA04328

2015 - FORD - EXPLORER - 1FM5K8AR5FGB32629

2015 - FORD - EXPLORER - 1FM5K8AR8FGB61980

2017 - FORD - EXPLORER - 1FM5K8AR1HGD58265

MOTORCYCLES:

2010 - Harley Davidson - Road King - 1HD1FHM19AB661745

2005 - Harley Davidson - Road King - 1HD1FHW105Y672116