

ORD 25-24

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

ORDINANCE NO. 25-24

AN ORDINANCE OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN AMENDMENT TO THE WATER BOTTOM LEASE CONTRACT NO. 218 BETWEEN THE STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, STATE LAND OFFICE AND THE CITY OF MANDEVILLE TO ADD A CERTAIN PORTION OF GROUND TO THE LEASE; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that *"For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual."* ; and

WHEREAS, Pursuant to La. R.S. 41:1701 through 1714, The State of Louisiana and The City of Mandeville executed Water Bottom Lease Contract No. 218 with an effective date of July 15, 1991, and

WHEREAS, this lease has been renewed for six consecutive terms with the current term ending on July 15, 2026; and

WHEREAS, Water Bottom Lease Contract No. 218 grants the City of Mandeville the right, privilege, and authority to construct and/or maintain a public recreation area on the north shore of Lake Pontchartrain upon, over and through the following described state owned lands or water bottoms, situated in the Parish of St. Tammany, in the State of Louisiana, to wit: That portion of the former bed and bottom of Lake Pontchartrain lying adjacent to Section 46 and 47, T-8-S, R-11-E, identified as Areas A and C on survey plat prepared by William E. Howe, C.E. dated March 9, 1978, estimated to contain approximately 11.40 acres.

WHEREAS, The City of Mandeville desires to amend the lease to add the following portion of ground:

Approximately 26,136 square feet (0.6 acres) and approximately 10,018 square feet (0.23 acres) of state claimed water bottoms in Lake Pontchartrain located in Section 46 & 47, T8S-R11E, St. Tammany Parish, Louisiana

WHEREAS, the rental payment for this lease, as amended, is \$621.00 per annum; and

NOW, THEREFORE, be it ordained by the City Council of the City of Mandeville that the Mayor of the City of Mandeville is hereby authorized to execute the amendment to the Water Bottom Lease Contract No. 218 to add a certain portion of ground to the lease and execute all necessary documents in connection therewith.

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

Jason Zuckerman
Council Chair

STATE OF LOUISIANA
AMENDMENT TO (LEASE TYPE) WATER BOTTOM LEASE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

LEASE CONTRACT NO. 218

Name of Business/Person: State of Louisiana, State Land Office

Address: P. O. Box 44124
Baton Rouge, LA 70804

Name of Agent: Cheston S. Hill

Title of Agent: Administrator, State Land Office

(hereinafter referred to as “LESSOR”); and

Name of Business/Person: City of Mandeville

Name of Official: Mayor – Clay Madden

Address: 3101 East Causeway Approach
Mandeville, LA. 70448

(hereinafter referred to as “LESSEE”).

This lease was originally granted on July 15th, 1991 for a term of FIVE (5) YEARS commencing on July 15th 1991 and ending on July 15th 1996, with an option in favor of the LESSEE to renew for NINE (9) successive terms as provided for in the rules and regulations promulgated pursuant to La. R.S. 41:1701, et. seq. This lease was granted for the sole purpose of (Purpose) on the following described property, as shown on the plat attached to the original lease:

That portion of the former bed and bottom of Lake Ponchartrain lying adjacent to Section 46 & 47, T8S-R11E, identified as Areas A and C on survey plat prepared by William E. Howe, C.E. dated March 9, 1978, estimated to containing approximately 11.40 acres..

This lease was renewed for 6 consecutive terms by renewals executed on July 15th 1996, 2001, 2006, 2011, 2016, 2021, with the current term beginning on July 15th 2021 and ending on July 15th 2026. LESSOR and LESSEE now desire to amend this lease to reflect an amended description of the leased premises and to amend the consideration for this lease. This lease, as amended, will **ADD** the following described property:

Approximately 26,136 square feet(0.6 acres) and Approximately 10,018 square feet (0.23 acres)of state claimed water bottoms in Lake Ponchartrain, located in Section 46 & 47, T8S-R11E, St. Tammany Parish, Louisiana. as shown on the attached plat.

The rental payment constituting the consideration for this lease, as amended, is the price and sum of Six Hundred Twenty One and00/100 (\$621.00) Dollars per annum. In all other respects, LESSOR and LESSEE agree that this lease shall remain unchanged.

This amendment is effective as of the date of execution by the LESSOR below.

THUS DONE, EXECUTED, AND SIGNED by the Lessee, in triplicate, at _____ Parish, Louisiana, on the ____day of _____, 2025.

WITNESSETH:

LESSEE:

BY _____

PRINTED NAME: _____

PRINTED NAME: City of Mandeville
Mayor – Clay Madden

PRINTED NAME: _____

THUS DONE, EXECUTED, AND SIGNED by the Lessor, in triplicate, at East Baton Rouge Parish,
Louisiana, on the ____ day of _____, 2025.

WITNESSETH:

LESSOR:

PRINTED NAME: DONICE BASS

BY: _____

PRINTED NAME: CHESTON S. HILL
PUBLIC LANDS ADMINISTRATOR

PRINTED NAME: _____

APPROVED AS TO FORM AND LEGALITY:

OFFICE OF THE ATTORNEY GENERAL

PRINTED NAME _____

ORD 25-25

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

ORDINANCE NO. 25-25

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF MANDEVILLE TO APPROPRIATE FUNDS RELATIVE TO AND FOR ADOPTION OF THE OPERATING BUDGET FOR THE CITY OF MANDEVILLE FOR FISCAL YEAR 2025-2026; AND TO ESTABLISH THE ADMINISTRATION OF EXPENDITURES THEREOF AND TO PROVIDE FOR RELATED MATTERS.

BE IT ORDAINED that the Operating Budget as set out herein as Exhibit "F" attached hereto is adopted by the City Council of the City of Mandeville and that the appropriations called for therein are made;

BE IT FURTHER ORDAINED, that the Operating Budget shall be administered under the following rules:

1. Quarterly budget review sessions will be scheduled for the months of January, April, and July.
2. Be it ordained that the operating budget as set out in Exhibit "B", "C", "D", "E", "F", "G", and "H" attached hereto is adopted by the city council of the City of Mandeville for Fiscal year 2025-2026.
3. There shall be no transfer of funds in an amount of \$10,000.00 or more made between line items as shown on Exhibits "B".
4. Directors, Mayor, and Council salaries and supplements are listed as Exhibit "C", "D", and "E". Notwithstanding any other provision in this budget there shall be no additional increase for base salary and supplemental income without approval of the Council.
5. Any expenditure of funds authorized by this ordinance, or as amended, pursuant to a contract for any services, other than professional services defined herein, with the City of Mandeville, of \$100,000.00 or more shall be awarded through a request for proposal process (RFP). This process shall provide for an appropriate, objective uniform evaluation system that includes the use of detailed criteria for a weighted grading system for proposals submitted. Additionally, the process shall provide for an appointment of a committee to review the proposal pursuant to the above process and make a recommendation.
6. Professional Services Contracts as it pertains to funds appropriated by the budget and as covered by Section 5-08 of the Mandeville City Charter shall be those contracts in which the primary service is performed by those holding the designation or certification as a medical

doctor, attorney, accountant, architect, landscape architect or engineer licensed by the State of Louisiana to perform.

7. Assignment of a \$2 million line item for post employee retirement health benefits.

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

Jason Zuckerman
Council Chairman

ORD 25-26

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

ORDINANCE NO. 25-26

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF MANDEVILLE TO APPROPRIATE FUNDS RELATIVE TO AND FOR ADOPTION OF THE CAPITAL IMPROVEMENT BUDGET FOR THE CITY OF MANDEVILLE FOR FISCAL YEAR 2025-2026; AND TO ESTABLISH THE ADMINISTRATION OF EXPENDITURES THEREOF AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS the City Council desires to improve the budget process and development of the City's annual capital improvement budget;

WHEREAS, the City Council believes that by improving the budget process, establishing the rules and goals for the annual capital improvement budget, that the development of the budget exhibit will be efficiently created, easier to communicate with the public, and effectively executed throughout the fiscal year; and

WHEREAS, the City Council has the authority to set the preliminary requirements for the adoption of the Capital Improvement Budget including establishing additional focus areas, goals for the budget cycle, procedural rules; as well as holding public hearings required for the adoption of the Capital Improvement Budget before the final exhibit is voted on for approval; and

BE IT ORDAINED, that the Capital Improvement Budget as set out herein as Exhibit "A", attached hereto is adopted by the City Council of the City of Mandeville and that the appropriations called for therein are made.

BE IT FURTHER ORDAINED, that the Capital Improvement Budget shall be administered under the following rules:

1. Quarterly budget review sessions will be scheduled for the month of January, April, and July followed by the regular budget work sessions for the next fiscal year.
2. Projects greater than \$1 million dollars, specifically to include but not limited to the Lakefront Wetlands Restoration Project, are subject to approval of location, character, and review by the Planning Commission and final approval by the Council. Approval must be obtained before the project is bid with a recommendation to the Council by the Planning Commission.
3. There shall be no transfer of funds in an amount of \$10,000.00 or more made between line items as shown on Exhibit "A", the budget analyses of the budget. No transfers may be made that would increase a line item appropriation by \$10,000.00 or more than the amount originally appropriated.

4. City Engineer shall provide the City Council with a midyear update on all open items greater than \$40,000 in the Capital Improvement Budget related to the infrastructure of the City.
5. Budget is to be Administered as per Section 5-04 and 5-05 of the City Charter.
6. Any servitudes or right of ways that are necessary for the construction, operation or use of any project contained in the Capital Improvement Budget and where the acquisition of such servitude or right of way does not in itself require the expenditures is approved as provided for in Section 2-10(12) of the City Charter.
7. Professional Services Contracts as it pertains to funds appropriated by the budget and as covered by Section 5-08 of the Mandeville City Charter shall be those contracts in which the primary service is performed by those holding the designation or certification as a medical doctor, attorney, architect, landscape architect or engineer licensed by the State of Louisiana to perform.
8. Any expenditure of funds authorized by this ordinance, or as amended, pursuant to a contract for any services, other than professional services defined herein, with the City of Mandeville, of \$100,000.00 or more shall be awarded through a request for proposal process (RFP). This process shall provide for an appropriate, objective uniform evaluation system that includes the use of detailed criteria for a weighted grading system for proposals submitted.

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

Alex Weiner
Interim Clerk of Council

Jason Zuckerman
Council Chairman

LS NO.4 UPGRADE

SECTION 00625
Certificate of Substantial Completion

Project: Lift Station 4 Upgrades (Foy Street)

Owner: City of Mandeville

Owner's Contract No.: 212.21.2019

Contractor: Subterranean Construction, LLC

Engineer's Project No.: 21-153

This [tentative] (definitive) of Substantial Completion applies to:

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

7/1/2025

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 [tentative] (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

[X] Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

PUNCH LIST

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.

Richard C. Galloway

7/10/2025

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date _____



PUNCH LIST

PROJECT: Lift Station 4 (FOY ST.) Upgrades

A site walkthrough was held at 9:00 am on Tuesday, July 1st, 2025. The following people were in attendance:

Ricky Galloway – High Tide Consultants
Evan Conravey – Subterranean Construction
Cliff Siverd – City of Mandeville

The project was deemed substantially complete. The following items were noted as punch list items to be completed before final payment.

LS 42

1. Pour valve pads (\$ 1000.00)*
2. Generator Start Up. (\$ 1000.00)
3. Final fine grading and seeding. (\$ 500.00)
4. Provide Record Drawings. (\$ 250.00)

- Estimated values for each item

END OF PUNCHLIST

LAGO FESTIVAL

City of Mandeville
3090 E. Causeway Approach
Mandeville, LA 70448



acasborne@cityofmandeville.com
Telephone: (985) 624-3147
Fax: (985) 624-3149

Mayor Clay Madden

PRIVATE PROPERTY/SPECIAL EVENT ALCOHOL REQUEST

Name of Applicant Hola Northshore LA LLC Date: July 8 2025
Mailing Address 719 E 2nd Ave
City Covington State LA Zip 70433
Daytime Phone # (985) 302 7403 Cell Phone # (985) 302 7403
E-Mail holanorthshorela@gmail.com

Event Location: Trailhead Mandeville, LA
Date of Event: Sept / 21 / 2025 Start Time: 11 am End Time: 8 pm
Type of Event: Cultural Event Est. Attendance _____

- ☒ Copy of Lease/Letter
☒ Copy of Site Map

Event Details (if applicable): Hispanic Cultural Celebration
Requesting one MPD detail

I certify the above information is true and correct to the best of my knowledge. I understand that the City of Mandeville is authorized to suspend or revoke a permit under the provisions of its Municipal Code wherever a permit or license is issued in error or on the basis of incorrect, inaccurate or any false statement or misrepresentation, or in violation of any ordinance or regulation of any of the provisions of the City of Mandeville Municipal Code, or the Comprehensive Zoning Ordinance. Fines and penalties will be assessed.

Applicant Signature: [Signature] Date: July 8 2025

MANDEVILLE TRAILHEAD RENTAL GUIDELINES

- All persons or groups wishing to rent the Mandeville Trailhead Amphitheater for an event are required to enter into a rental/use agreement with the City of Mandeville. The agreement must be signed by the renter or renter's representative.
- The fee for weekend rentals (Friday night, Saturday or Sunday) is \$600.00, which includes a \$150.00 deposit to reserve a date. If two adjacent dates are rented (e.g. Friday night & Saturday or Saturday and Sunday) only one deposit is collected for the two dates). At the close of the event(s) if there are no damages, clean-up is satisfactory, and the Trailhead is left in its pre-rental condition, the deposit will be returned.

Refundable Facility Deposit: \$150 Non-Profit 501 (c) (3): 25% Discount	Monday – Thursday 8:00 a.m. – 4:30 p.m.	Friday - Sunday After 4:30 p.m.
4 Hours (Includes setup and takedown)	\$400/\$300 (NP)	\$600/ \$450(NP)
8 Hours (Includes setup and takedown)	\$900/\$675 (NP)	\$1,000/\$750 (NP)
With Museum	+\$100/\$75 (NP)	+\$200/%150 (NP)
Street Closure (Block) w/Approval	\$300/\$225 (NP)	\$300/\$275 (NP)

- **Non-Profit deposit \$100.** Non-profit status includes organizations, groups, or individuals that are certified through the Secretary of State's Office registered as a charity, non-profit, or tax-exempt as certified by the IRS and/or the Louisiana Secretary of. A copy of the letter verifying such status is required.
- **Payment in full is due no later than 2 weeks prior to the rental date. Failure to meet this requirement may result in forfeiture of any payments that have been made toward the rental.**
- The rental period provided for a rental includes set-up and/or decorating prior to the event, and clean-up following the event. All clean-up and restoration activities are to be completed by the end of the specified rental period.
- The City of Mandeville requires that a police security officer be on premises for a 4-hour period at any rental when alcoholic beverages are served. The cost for the **police detail is \$50.00 per hour for a total of \$200.00.** The Mandeville Police Department determines total amount of presence for even (Police Addendum included in application packet). The renter makes arrangements to pay the Mandeville Police Department directly for the detail.
- No individual bottled beverages (beer or soda) are allowed on the premises, including the parking lot area. Canned or keg beer, or sodas in cans or plastic bottles are acceptable. Liquor or wine bottles are acceptable since these drinks will be poured and served in cups.
- The sale of alcoholic beverages is strictly prohibited unless a liquor permit has been obtained from the City of Mandeville and State of Louisiana (ATC).
- The Renter is solely responsible for cleaning the facility following their event. The Trailhead is to be left in the same order as it was prior to the rental event. Renters are to provide a supply of extra-large garbage bags/boxes for use during clean-up.
- Renters are responsible for removing any litter (plates, cups, napkins, cans, etc.) that their guests might leave on the grounds, parking lot areas, sidewalks, etc. The deposit may be forfeited if the interior and/or exterior of the Trailhead are not cleaned to the satisfaction of the on-duty staff person.
- **Renters are obligated to abide by the provisions of the signed rental agreement and these Rental Guidelines.**

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

SPECIAL EVENTS (3-DAY)

LIQUOR LICENSE APPLICATION

1. Liquor license to be issued to: Hola Northshore LA LLC.
2. Legal name(s): Individual, Partners, or Corporation Trevor Darling
3. Apply for: Class "A" ☒ Class "B" ☐ / High Content ☐ Low Content ☐ / Restaurant ☐
4. Business location address 719 E 2nd Ave Covington LA 70433
Telephone (985) 302-7403
5. Mailing address 719 E 2nd Ave Covington LA 70433
6. Contact Person Dayhanna Uelandia
Phone Number () _____ E-Mail Address: _____
Fax Number () _____ Web Address _____
7. Type of organization:
☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLP ☒ PLLC ☐ Other
(If individual complete line A only)
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative.
The list of names below should each furnish a notarized Schedule "A".

A	Name <u>Trevor Darling</u>	Title <u>owner</u>	SSN _____	% Owned _____
	Resident Address <u>719 E 2nd Ave</u>	City State Zip <u>Covington LA</u>	Home Phone Number <u>(304) 338-6181</u>	

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

C.	Name _____	Title _____	SSN _____	% Owned _____
	Resident Address _____	City State Zip _____	Home Phone Number _____	
9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

Trade name _____	Owner's name _____	address _____	License # _____
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10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
NO If yes: Name _____ Location: _____
11. Has applicant applied for state liquor license? NO
12. Has the applicant ever been denied a state or local liquor license? NO
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
13. Is applicant the owner of the premises to be occupied? NO If no, does applicant hold a bona fide written lease? yes (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. City of Mandeville
15. Describe the part of the building to be occupied by business: Trailhead
16. Open date for this location September 21, 2025
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Marketing and Event production

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

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

Signature of Applicant [Signature] Title: owner

Signature of Preparer _____ Date _____

HEROES AT THE HARBOR

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group St. Tammany Fire District #4
Name of Authorized Representative Jason Frosch Non-Profit/Tax-Exempt # _____
Mailing Address 709 Girod St
City Mandeville State LA Zip 70448
Applicant Phone # 985-864-3091 Alt. Phone # _____
E-Mail shartman@mandevillefire.com Application Fee Paid? ☐ YES ☒ NO

Name of Event: Heroes at the Harbor
Date(s) of Event: Day Saturday Date 10 / 4 / 25 Time 10am - 2pm Rain Dates(s) 10/25/25
Event Location: Mandeville Lakefront Harbor
Type of Event: ☐ New ☒ Recurring
☒ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Fundraiser Estimated Attendance 200+

EVENT DETAILS - Check all that apply:

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

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

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

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

Signed By: Kenneth Moore

Printed Name: Kenneth Moore

Organization Represented: St. Tammany Fire District 4

Office Held Fire Chief Date 5/1/2025

Please email completed application to acasborne@cityofmandeville.com.

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



SPECIAL EVENTS DEPARTMENT USE ONLY

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

 Fee received Date

Certificate of Insurance? YES NO *& will update*

DEPARTMENTAL EXPENSES

INITIALS

Police Department

Fire District #4

Public Works

TOTAL COSTS

Recommendation of Special Events Committee:

Coordinate with MPD for barricades.

Approved:

L. Clay Madden
Mayor Clay Madden

6/6/25
Date

City Council Approval

Alcohol Permit:

 Yes No

Date Approved:

Waiver of Lakefront Food & Drink Ordinance:

 Yes No

Date Approved:

Site Plan



Heroes at the Harbor Event
Saturday, Oct 4th 2025

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

****SPECIAL EVENTS (3-DAY)****

LIQUOR LICENSE APPLICATION

1. Liquor license to be issued to: Northshore Kiwanis Club
2. Legal name(s): Individual, Partners, or Corporation Northshore Kiwanis Club, Mandeville LA
3. Apply for: Class "A" ☐ Class "B" ☒ / High Content ☐ Low Content ☐ / Restaurant ☐
4. Business location address _____
Telephone (____) _____
5. Mailing address P.O. Box 83, Mandeville LA 70470
6. Contact Person Rick Danielson
Phone Number (985) 264-7285 E-Mail Address: rickdanielson1@bellsouth.net
Fax Number (____) _____ Web Address _____
7. Type of organization:
☐ Individual ☐ Partnership ☐ Corporation ☒ Non-Profit ☐ LLP ☐ LLC ☐ Other
(If individual complete line A only)
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative.
The list of names below should each furnish a notarized Schedule "A".

A	Name	Title	SSN	% Owned
	Resident Address _____ City State Zip _____ Home Phone Number _____			
B.	Name	Title	SSN	% Owned
	Resident Address _____ City State Zip _____ Home Phone Number _____			
C.	Name	Title	SSN	% Owned
	Resident Address _____ City State Zip _____ Home Phone Number _____			
9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? _____ If yes, list.

Trade name	Owner's name	address	License #
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
XX If yes: Name Heroes at the Harbor Location: Mandeville Lakefront
11. Has applicant applied for state liquor license? Not yet.
12. Has the applicant ever been denied a state or local liquor license? No
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? No
13. Is applicant the owner of the premises to be occupied? No If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. _____
15. Describe the part of the building to be occupied by business: _____
16. Open date for this location Saturday, October 4, 2025
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
We will be selling beer, vodka seltzers, cups of wine, soft drinks and water.

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

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

Signature of Applicant

Rick Danielson

Title:

Special Advisor to the Board

Signature of Preparer

Rick Danielson

Date

7/10/25

CRUISIN FOR A CAUSE

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group CBI B, Inc
Name of Authorized Representative Lise Naccari Non-Profit/Tax-Exempt # 20-440836
Mailing Address P.O. Box 778
City Lacombe State La Zip 70445
Applicant Phone # 504-202-3111 Alt. Phone # 504 202-3698
E-Mail lise.naccari@yahoo.com Application Fee Paid? ☒ YES ☐ NO

Name of Event: Cruising for a cause
Date(s) of Event: Day Sunday Date 10/19/25 Time 1-4 Rain Dates(s) _____
Event Location: Parking lot on Jackson St across from Portchartrain yacht club
Type of Event: ☐ New ☒ Recurring
☒ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Car show Estimated Attendance 500

EVENT DETAILS - Check all that apply:

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

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

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

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

Signed By: *Lise Naccari*

Printed Name: Lise Naccari

Organization Represented: CRIB, Inc

Office Held Executive Director Date 6/11/25

Please email completed application to acasborne@cityofmandeville.com.

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



SPECIAL EVENTS DEPARTMENT USE ONLY

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

☒ Fee received Date 4/5/25

Certificate of Insurance? YES _____ NO _____ *To provide*

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

Recommendation of Special Events Committee:

Block parking lot on Jackson - Across from the
PLC only - DO NOT block Lakeshore or Jackson St

Approved:

Clay Madden
Mayor Clay Madden

6/7/25
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

Canal

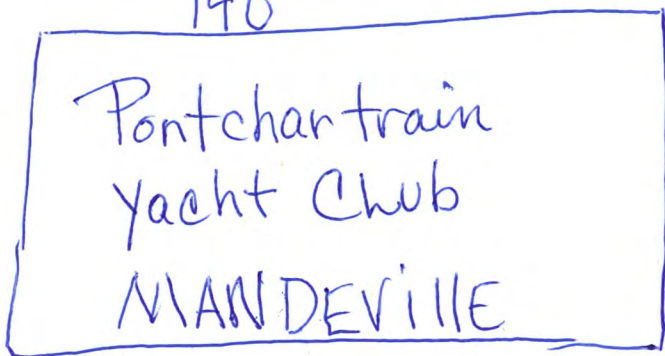


~~block~~

~~(block)~~

140 Jackson Ave.

140



lake

Playground

lake
Pontchartrain

~~block~~

Foy

Classic Car Show • Music • Food • Fun

OKTOBERFEST

Cruising for a Cause

1 PM UNTIL 4 PM

OCT 19th

PONTCHARTRAIN YACHT CLUB
140 JACKSON AVE. • MANDEVILLE

BENEFITTING CBIB / COMPASSIONATE
BURIALS FOR INDIGENT BABIES



OPEN TO THE PUBLIC

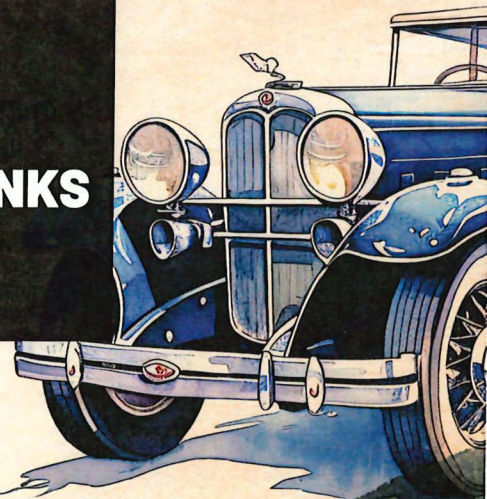
ADMISSION: \$10 per person \$20 for family

LIVE MUSIC • SEAFOOD • JAMBALAYA • DRINKS

\$25 TO REGISTER YOUR CAR

includes car and two tickets

Lise Naccari: 504-202-3111



SANTA RUN

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Bad Moms That Dance
Name of Authorized Representative Tara Baird/Alyse Renz Non-Profit/Tax-Exempt # 92-2588201
Mailing Address 71111 Village Des Bois
City Covington State LA Zip 70433
Applicant Phone # Tara- 985-237-8943 Alt. Phone # _____
E-Mail tara@momsthatdance.com Application Fee Paid? ____ YES X NO

Name of Event: Santa Run
Date(s) of Event: Day Sunday Date ____ / ____ / ____ Time 7:00AM-11:00AM Rain Dates(s) any Sunday in Dec.
Event Location: Mandeville Lakefront Starting in front of the yacht club

Type of Event: ☒ New ☐ Recurring
☐ Fundraiser ☐ Concert ☒ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Fundraiser Estimated Attendance 100-150

EVENT DETAILS - Check all that apply:

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

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

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

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

Signed By: _____

Printed Name: Tara Baird

Organization Represented: Bad Moms That Dance

Office Held Fundraiser Director Date 6/23/25

Please email completed application to acasborne@cityofmandeville.com.

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

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

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

Certificate of Insurance? YES _____ NO _____ *TO be provided*

INITIALS

Percentage of population aged 65 and over

1980 1985 1990 1995 2000 2005 2010 2015 2020

Japan Germany France Italy Spain Canada Sweden Australia United States Mexico

walk path - does not require detail.

L. Clemons

4/6/25
Date

Yes No

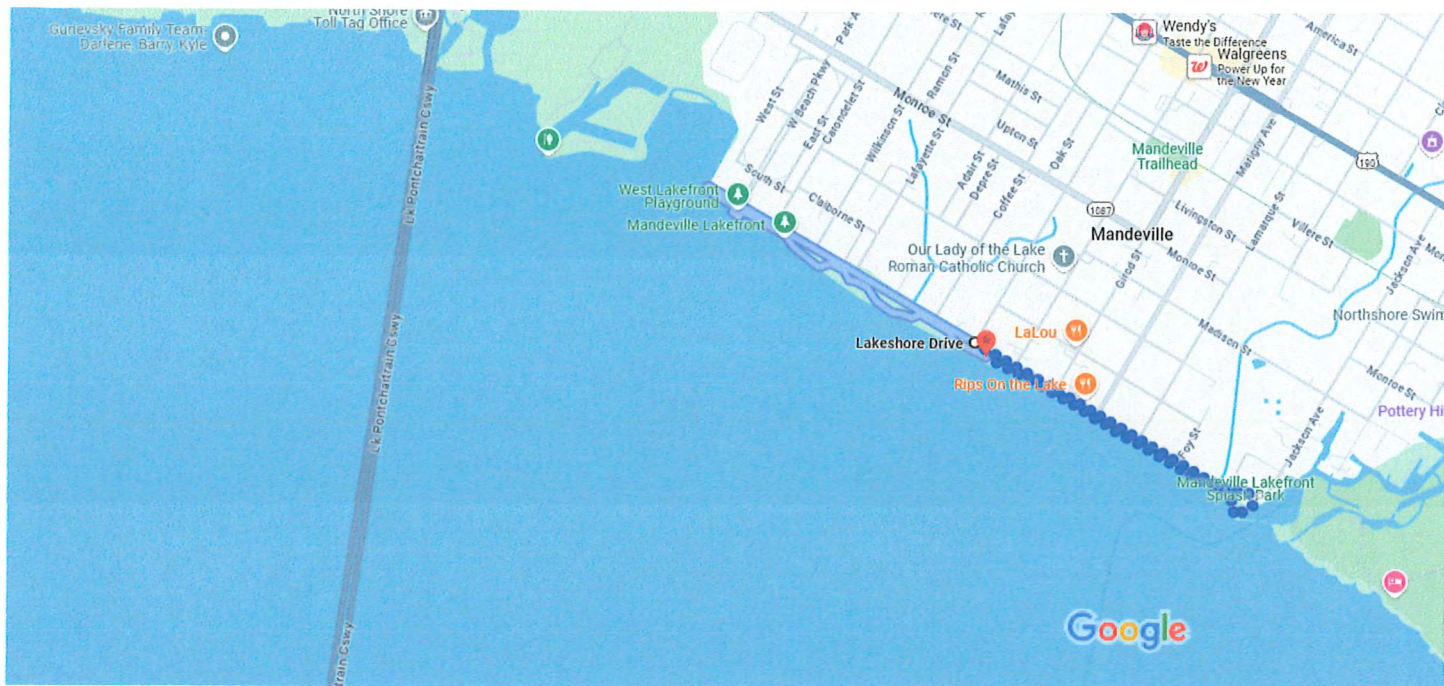
Date Approved: _____

Yes No

Date Approved: _____



Lakeshore Dr, Mandeville, LA 70448 to Lakeshore Gazebo, Lakeshore Dr, Mandeville, LA 70448 Walk 1.6 miles, 34 min



Map data ©2025 Google 1000 ft



via Lakeshore Dr

34 min

1.6 miles



via Lakeshore Dr

35 min

1.6 miles

All routes are mostly flat



ACROPOLIS

Mandeville LA Occupational Chain Store License Renewal
9618 Jefferson Highway, Suite D #334
Baton Rouge, LA 70809
Phone 800-556-7274



Liquor License Application

1. Liquor license to be issued to: Journey of Flavours LLC DBA Acropolis of Mandeville
2. Legal name(s): Individual, Partners, or Corporation Nicholas Kardoulis
3. Apply for: Class "A" ☐ Class "B" ☐ High Content ☒ Low Content ☒ Restaurant ☒
4. Business location address: 1600 W. Causeway Approach Mandeville 70471
Telephone (504) 655-3650 cell 985-629-4045 business
Address City State Zip
5. Mailing address 1600 W. Causeway Approach
Address City State Zip
6. Contact Person Nicholas Kardoulis Phone Number (504) 655-3650
E-Mail Address: kardoulis@yahoo.com Fax Number () Web Address
7. Type of organization: Individual (Complete line A only) ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLP ☒ LLC ☐ Other
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".
 - A. Nicholas Kardoulis Member [Redacted] 100
Name Title SSN % Owned
Resident Address City State Zip Home Phone Number
 - B. _____
Name Title SSN % Owned
Resident Address City State Zip Home Phone Number
 - C. _____
Name Title SSN % Owned
Resident Address City State Zip Home Phone Number
9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? no If yes, list.
Trade name Owners name Address License #
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
no If yes: Name _____ Location: _____
11. Has applicant applied for state liquor license? yes
12. Has the applicant ever been denied a state or local liquor license? no
13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? no
14. Is applicant the owner of the premises to be occupied? no
If no, does applicant hold a bona fide written lease? yes (Supply copy of lease with application.)
15. If premises leased, give name and address of lesser. West Causeway Partners, LLC
16. Describe the part of the building to be occupied by business: Front corner
17. Open date for this location 7/15/20
18. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Restaurant

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

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

Signature of Applicant

Nicholas Kardoulis

Title:

Member

Signature of Preparer

Date

7.15.20

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



**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 Acropolis of Mandeville
2. What is your name? Nicholas Kardoulia
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? yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? yes
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
12. If married is husband or wife eligible for license? yes
13. Have you or your spouse any interest in an establishment holding a current liquor license? NO
If so, list the following:

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

Name	Placed Used	Date
------	-------------	------

AFFIDAVIT

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

Subscribed and sworn to me before this 15th day of July 2025

Notary Public

Signature of Applicant

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

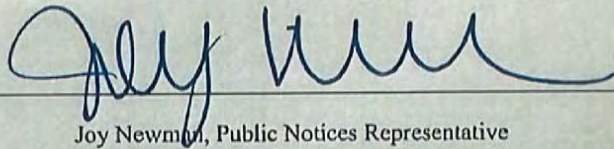
ST. TAMMANY FARMER

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:

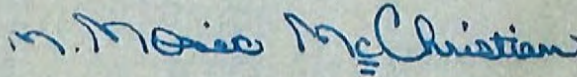
6/18/2025, 6/25/2025



Joy Newman, Public Notices Representative

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

25 Jun 2025



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 145041

PUBLIC NOTICE

Journey of flavors
LLC d/b/a Acropolis
of Mandeville is
applying to the Of-
fice of Alcohol &
Tobacco Control of
the State of
Louisiana for a per-
mit to sell beverages
of high and low al-
cohol content at re-
tail in the Parish of
St Tammany La at
the following ad-
dress:

1600 W Causeway
Approach Suite 1
Mandeville La ,
70471

Acropolis of Man-
deville

Members: Nicholas
Kardoulis

145041JUN18-25-
2T

\$230.66

RES 25-39

**SPONSORED BY COUNCIL MEMBER _____; MOTIONED FOR
ADOPTION BY COUNCIL MEMBER _____ AND SECONDED FOR
ADOPTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 25-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MANDEVILLE AND DESIRE LINE, LLC AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City and Desire Line LLC are parties to a professional services agreement dated June 21, 2024 to provide updates to the City's Comprehensive Plan, to assist in future development while honoring the rich historical context unique to the City of Mandeville, to create a forward-thinking and community-centric plan that addresses the long-term development, revitalization, and growth of the City of Mandeville, while taking into consideration the community's needs, visions, and environmental sustainability;

WHEREAS, the City and Contractor now desire to amend the Agreement to add an additional three months for the Consultant to continue services of the Agreement for the Comprehensive Plan Consulting Services.

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 Amendment No. 1 to the professional services agreement with Desire Line, LLC to add three months to the original contracted expiration date of August 21, 2025, making it November 21, 2025, for the City's Comprehensive Plan.

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

Jason Zuckerman
Council Chairman

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

DESIRE LINE, LLC

This **FIRST AMENDMENT** (the “Amendment”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor, (The “**City**”), and Alexandra Carter, Manager of Desire Line, LLC (the “**Contractor**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and Contractor are parties to a professional services agreement dated June 21, 2024 (the “**Agreement**”) to provide updates to the City’s Comprehensive Plan to assist in future development while honoring the rich historical context unique to the City of Mandeville to create a forward-thinking and community-centric plan that addresses the long-term development, revitalization, and growth of the City of Mandeville, while taking into consideration the community’s needs, visions, and environmental sustainability;

WHEREAS, the City and Contractor now desire to amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Comprehensive Plan Consulting Services.

NOW THEREFORE, the City and the Contractor amend the Agreement as follows:

A. CONTRACT TIME AND SCHEDULE

Amendment No. 1 to the Processional Services Agreement between
City of Mandeville and Desire Line, LLC
Comprehensive Plan Consulting Services

Contract duration shall be extended for an additional three (3) months from the end of the original contract expiration date (August 21, 2025) to a new date of November 21, 2025, under the same terms, conditions, and specification contingent upon Budget approval.

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

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

CITY OF MANDEVILLE:

BY: _____

CLAY MADDEN, MAYOR

Executed this ____ day of _____, 2025.

DESIRE LINE, LLC

BY: _____

Alexandra Carter, Manager

Executed this ____ day of _____, 2025.

RES 25-37

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

RESOLUTION NO. 25-37

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 NEEL-SCHAFER, INC. FOR PROFESSIONAL ENGINEERING SERVICES ON THE MANDEVILLE LIVING SHORELINE FEASIBILITY STUDY, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville desires to engage Neel-Schaffer to provide professional Engineering services for Project tasks identified and directed by the City on the Mandeville Living Shoreline Feasibility Study; and

WHEREAS, the scope of this work is to study the coastal processes along Lakeshore Dr. in the City of Mandeville between the Galvez Canal and Jackson St. to determine the feasibility of implementing living shoreline features; and

WHEREAS, the City desires to enter into a professional service agreement with Neel-Schaffer for a period of three (3) years with an option for the City to renew for two additional one (1) year periods under the same terms and conditions, contingent upon budget approval; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Professional Services Agreement with Neel-Schaffer, Inc. for the Mandeville Living Shoreline Feasibility Study and is further authorized to take the necessary action to complete such project and sign such documents as required.

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

AYES:

NAYS:

ABSTENTIONS: 0

ABSENT:

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

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
NEEL-SCHAFER, INC.**

**COM PROJ. NO. 100.21.005
MANDEVILLE LIVING SHORELINE
FEASIBILITY STUDY PROJECT**

THIS AGREEMENT (the “**Agreement**”) is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized to act by virtue of Resolution _____ (herein after to as the “**City**”), and Neel-Schaffer, Inc. a Mississippi business corporation with registered office in Louisiana at 450 Laurel Street, 8th Floor, Baton Rouge, LA 70801 represented by William D. Lancaster, P.E., by virtue of the Opinion and Certificate of the Corporate Secretary of Neel-Schaffer, Inc. Regarding Contracting Authority issued on July 8, 2025 and his authority as Vice-President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

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

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated June 19, 2025 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

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

ARTICLE I. OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The purpose of this contract is for the Consultant to perform the necessary professional engineering services in accordance with the terms of this “**Agreement**” to study the coastal processes

along Lakeshore Drive in the City of Mandeville between the Galvez Canal to the west and Jackson Street to the east to determine the feasibility of implementing living shoreline features. The Consultant shall develop an existing conditions model to consider the current shoreline conditions along Lakeshore Drive, in addition to identifying and modeling living shoreline features with the intent to aid in the reduction of wave energies impacting the seawall and to improve the habitat in the project area. The services to be performed by the Consultant shall include the development of a Quality Assurance Project Plan (QAPP) and assisting the City adhere to the semi-annual and cost reporting requirements associated with the Lake Pontchartrain Basin Restoration Program (PRP) grant funding, in addition to other management and reporting services for (PRP) grant compliance. Consultant is to perform each of the services and provide all deliverables as set forth in this Article and elsewhere in this Agreement (collectively, the “**Services**”).

The basic services to be performed by the Consultant are divided into three (3) phases of work identified in general as follows and more fully described below:

Phase I. Hydrographic and Topographic Survey Data

Phase II. Coastal Modeling of Existing & Proposed Structures

Phase III. Feasibility and Cost Analysis Reporting & Presentation of Results

PHASE I - Hydrographic and Topographic Survey Data

- Conduct a topographic and bathymetric survey with transects collected along the shoreline. The following information will be the focus of this survey:
 - Establishment of survey control
 - Transect collection at a 500ft interval along the shore extending 1000ft from the seawall into Lake Pontchartrain.
 - Topographic survey of the groin features and at the seawall where they intersect
 - 2 transects parallel with the shoreline beyond the existing groins

PHASE I Deliverables:

- Final topographic and hydrographic survey with transects (electronic files)
- Survey Data

PHASE II - Coastal Modeling of Existing & Proposed Structures

➤ 2.1. Project & Contract Management

2.1.1. Project Management

- A. Provide overall project management for the engineering tasks, task budgets, schedule, scoping and administration of sub-consultants, and attending

project meetings. Project meetings include a client kickoff meeting, and one (1) site visit along with monthly meetings with the City of Mandeville.

2.1.2. Schedule, Invoicing, and Cost Management

- A. Provide a project schedule to the City of Mandeville in keeping with the schedule provided for the PRP Subaward agreement. Maintain the schedule and notify the City of Mandeville of any schedule updates or impacts. Time shall be set aside at each regular team meeting to discuss schedule changes. Submit a monthly invoice on a date agreed upon with the City of Mandeville.

2.1.3. Quality Management

- A. Develop the Quality Assurance Project Plan (QAPP) for the project to identify the existing data to be utilized for the project modeling and normal standard of care requirements for quality assurance for the project. The discipline specific reviewers will review the deliverables for consistency, applicability, and defensibility of the following:
 - Technical approach & concepts
 - Assumptions
 - Recommendations
 - References

➤ 2.2. Existing Conditions Modeling

2.2.1. Existing Data Review

- A. Where available and easily attainable, collect existing topographic, bathymetric, and geotechnical data of the project vicinity from previous projects or other publicly available sources. Collect, review, and evaluate data to further the understanding of the project area. This task includes:

2.2.1.1. Geotechnical Data

- A. Coordinate with the City of Mandeville for existing geotechnical data available in the project area. For data possessed by the NSI Project Team from past projects in the area, we will coordinate with clients and file any necessary requests for authorization to utilize the data in our evaluations for the Project. Some nearby projects in the

vicinity of the project including:

- Seawall Repair Project
- Sunset Point Pier
- Mandeville Wetlands Restoration project

B. Based on the gathered information, provide preliminary assessments of general soil type, strength, and settlement characteristics. It is noted that assessments made in this phase of the Project will rely upon several general assumptions for geologic continuity of the area and are not intended to be utilized for engineering design. The data will be used to provide feasibility-level calculations for the proposed shoreline protection alternatives.

2.2.1.2. Winds, Waves, and Water Levels Data

A. Compile existing information on coastal processes including data on winds, waves, tides, currents, and relative sea level rise estimates as available. This data will be obtained from NOAA Tidal Gauges, USACE Gauges, and other publicly available data sources.

2.2.2. Coastal Processes Analysis

- A. An existing conditions model will develop an understanding of the coastal processes that occur at the project site to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on the review of data collected, analysis of relevant physical data and coastal processes, and evaluations conducted under this task.
- B. Coastal processes including waves, winds, and water levels will be evaluated with analytical and empirical methods. Typical and extreme value statistics of winds, waves, and water levels will be developed using relevant data. Water levels data will also include the expected sea level increase for the area consistent with the Louisiana Coastal Protection and Restoration Authority assumptions for the project area.

➤ 2.3. Existing Conditions Modeling

2.3.1. Existing Modeling Setup & Modeling

- A. A numerical wave model (MIKE-SW, DELFT-3D, SWAN, or similar) will be developed to simulate wave generation and transformation to the project shoreline, and wave analysis. This model will be conducted to develop an understanding of the coastal processes along the project shoreline. The project aims to address daily erosive wave conditions at the site and will therefore target typical daily conditions at the site rather than tropical or extratropical (cold front) storm events. This modeling will be used to understand the dominate wind and wave conditions on an annual basis, develop the design of coastal structures, and evaluate the resilience provided by conceptual alternatives. The modeling results will be summarized to develop an understanding of the wave impacts along the project shoreline.

➤ 2.4. Alternative Development & Modeling

Provide conceptual alternatives that are cost-effective, meet the project design criteria, meet the project goals, and utilize sound engineering principles.

2.4.1. Alternatives Development

- A. Conceptual sizing and layouts for the alternatives will be developed to meet project goals and objectives. Sketches of proposed conceptual alternatives will be developed to illustrate the conceptual geometry and layout of the proposed alternatives. Conceptual level estimates of probable construction costs will be developed for each alternative. It is anticipated that three (3) alternatives will be developed.

2.4.2. Alternatives Modeling

- A. Alternatives developed in the previous tasks will be incorporated into the existing conditions models to simulate the alternative project configurations. The alternatives will be evaluated using the wave models developed as part of the Existing Conditions modeling. The modeling results will be used to compare each alternative at the project site in their ability to meet the project goals. This modeling will also provide an understanding of potential reductions in water currents as a result of the alternatives.

PHASE II Deliverables:

- Modeling Report summarizing existing conditions and numerical wave analysis.

PHASE III - Feasibility Study and Cost Analysis

➤ 3.1. Alternative Evaluation and Analysis

3.1.1. Alternatives Comparison

- A. Alternatives developed in the previous task will be evaluated based on their efficiency in meeting project goals and objectives, cost effectiveness, technical feasibility/constructability, and environmental impacts.

3.1.2. Recommendation of Preferred Alternative

- A. Based on the alternative comparison and input for the City of Mandeville, a recommended or preferred solution to maximize construction funding will be selected. Design level data collection requirements will be developed for the recommended alternative for the next phase of this project.

➤ 3.2. Reporting and Presentations of Results

3.2.1. Data Collection Memorandum

- A. A technical memorandum providing the results from the data collection phase of work. The report will provide all compiled existing data pertinent to the study effort and summary of geotechnical, survey, and environmental reports. The Draft Data Collection memorandum will be submitted in PDF format.

3.2.2. Draft Technical Report

- A. A Technical Report providing results from data collection memorandum, coastal engineering analysis, alternative development, and alternative analysis. The Draft Technical Report will be submitted in PDF format.

3.2.3. Final Technical Report

- A. NSI will meet with the City of Mandeville to present the Draft Technical Report and the recommended alternative. NSI will incorporate input and comments from the meeting and finalize the Technical Report. The Final Technical Report will be submitted in PDF format.

3.2.4. Stakeholder Coordination & Public Outreach

- A. As a function of the PRP grant funding, there will be specific stakeholder and public outreach opportunities to incorporate the public the project planning process. Public outreach opportunities will be used to discuss with the public, conditions along the shoreline and better understand the community issues this project should address to provide resiliency to the community. NSI will present the coastal processes and final project recommendations to the City Council for community outreach. These presentations will give the community an opportunity to provide feedback, an understanding of the feasibility study, and contribute to the final recommendations. Two (2) presentations are included in this effort.

PHASE III Deliverables:

- Data Collection technical memorandum providing the results from the data collection phase of work.
- Draft Technical Report providing results from coastal engineering analysis, alternative development, and alternative analysis.
- Final Technical Report to include:
 - Sketches of proposed conceptual alternatives layouts (electronic files)
 - Construction Cost Estimates for each proposed conceptual alternative
- Stakeholder & Public Outreach presentations (up to 2)
- Meeting agendas & minutes

Other Project Deliverables:

- Quality Assurance Project Plan (QAPP) for PRP grant
- PRP Workplan revisions & time extension submittals, if necessary
- PRP Grant semi-annual reports & cost reports
- PRP Grant closeout documentation
- Project schedule with anticipated number of days and completion dates for key milestones & deliverables
- Pay requests and schedule updates

➤ **Assumptions**

The following assumptions are included in the level of effort for this Scope of Work:

- All draft deliverables will receive no more than two (2) rounds of comments.
- All regulatory permitting is excluded.
- No construction or bidding documents will be produced.

B. CONSULTANT'S STANDARD OF CARE.

The Consultant states that it has the requisite skills and expertise necessary to perform the Services. The statement of fact does not affect remedies available to the City for inaccuracy of a statement of fact.

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

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
 - 1. GIS/CAD files of:
 - a. Street Assets for reference;
 - b. Utility and unit sheets (if available)
 - c. As-built drawings (if available)
 - d. Geotechnical investigation data (if available)
 - e. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
 - f. Provide any other standard plans and details that may be relevant for use on the Project; and
 - g. Make payments to the Consultant monthly based upon the Consultant's

certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

ARTICLE III. CONTRACT TIME AND SCHEDULE

A. **DURATION:** This Agreement shall commence on the Effective Date and shall continue until and through a period of three (3) years.

B. **EXTENSION:** This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by mutual agreement of the Parties by a duly executed amendment on an annual basis for no longer than two (2) one-year periods.

C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement and to comply with the PRP Grant requirements. Unless otherwise noted, the Consultant agrees to initiate subsequent phases immediately upon approval of prior phases of the project scope. The Consultant agrees to initiate the Hydrologic and Topographic Survey Phase I services immediately following the issuance of the Notice to Proceed for the project. The Coastal Modeling of Existing and Proposed Structures to be performed during Phase II shall be initiated immediately following completion of the Phase I survey services and completed in accordance with the City approved Project Schedule. The Feasibility Study and Cost Analysis Phase III services shall be initiated immediately following the completion and approval of the Phase II services and completed in accordance with the City approved Project Schedule. The management and reporting services for (PRP) grant compliance shall be performed throughout the length of the contract on as needed basis until the grant closeout notification is obtained. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved amendment. For any slippage from the approved project schedule, the Consultant shall submit a descriptive narrative to the City for consideration and approval of any modification to the schedule. By a written request to the City, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The City shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

D. PHASE I HYDROGRAPHIC AND TOPOGRAPHIC SURVEY: The services to be performed during the Survey Phase shall be completed within **NINETY (90)** calendar days from the date of issuance of the Notice to Proceed for this phase.

E. PHASE II COASTAL MODELING OF EXISTING AND PROPOSED STRUCTURES: The services to be performed during the Preliminary Design Phase shall be completed within **ONE HUNDRED AND FIFTY (150)** calendar days from the date of issuance of the Notice to Proceed for this phase.

F. PHASE III FEASIBILITY STUDY AND COST ANALYSIS: The services to be performed during the Final Design Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

G. PRP GRANT MANAGEMENT: The services to be performed for (PRP) grant compliance shall be performed throughout the length of the contract on as needed basis until the grant closeout notification is obtained

H. DELAYS: The City may assess the Consultant \$1,500.00 per calendar day for each phase that is not completed by the deadline in the approved schedule, without further notice to the Consultant, to the extent the delay is caused solely by the Consultant. The City may deduct this penalty from payments due to the Consultant for services rendered under this Agreement up to a maximum amount for each phase equivalent to 25% of the total fee for that phase of work.

ARTICLE IV. COMPENSATION

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

Phase I.	Hydrographic and Topographic Survey Data	\$24,805.00 (Lump Sum)
Phase II.	Coastal Modeling of Existing & Proposed Structures:	\$120,882.00 (Lump Sum)
Phase II (A)	Project Management - \$20,414.00 (LS)	
Phase II (B)	Existing Conditions Data & Modeling Setup - \$47,354.00 (LS)	
Phase II (C)	Alternatives Development & Modeling - \$53,114.00 (LS)	
Phase III.	Feasibility and Cost Analysis Reporting & Presentation of Results:	\$59,441.00 (Lump Sum)
Phase III (A)	Alternative Evaluation and Analysis - \$41,989.00 (LS)	
Phase III (B)	Reporting & Presentations of Results - \$17,452.00 (LS)	

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$205,128.00**. The City has the right to increase or decrease the compensation. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

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

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.
4. The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of this Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
5. Consultant acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.

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

ARTICLE V. INVOICES

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

The Consultant shall submit the monthly invoices electronically and in a format approved by the City along any necessary back-up or verification documentation. Electronic files of the invoices and back-up documentation will be sent by email or may be placed on a USB thumb drive or downloadable shared link for submittal.

ARTICLE VI. INDEMNITY.

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

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

C. **INDEPENDENT DUTY:** The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs

incurred in the defense of any claim that actually or potentially falls within this indemnity, but only to the extent Consultant is ultimately found to be liable in accordance with Paragraph VI.A., above.

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

ARTICLE VII. INSURANCE

A. MINIMUM SCOPE OF INSURANCE: At all times during the term of this Agreement, the Consultant, at its own expense, will maintain policies of insurance sufficient to provide the following minimum scope of insurance coverage:

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

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

1. ***Additional Insured Status***: The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10

11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.

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

ARTICLE VIII. NON – DISCRIMINATION.

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

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

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

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

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

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

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

Agreement.

ARTICLE X. NOTICES

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

If to the City: Director, Department of Public Works
 City of Mandeville
 1100 Mandeville High Blvd
 Mandeville, La 70448

 &

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

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

C. REMEDIES CUMULATIVE: No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

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

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

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

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

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

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

If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

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

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

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

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

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

O. CODE OF CONDUCT: Consultant affirms that it is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statute Title 42 Chapter 15 and the Code of Conduct for the City of Mandeville, and that it will conform to said provisions as a condition of any agreement between the company and the City. Consultant recognizes that these provisions shall also apply to any subcontract Consultant will have with any other entity or person in performance with the related agreement.

P. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT: No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

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

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

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

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

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

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

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

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

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

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

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2025.

NEEL-SCHAFFER, INC.

BY: _____

WILLIAM D. LANCASTER, VICE-PRESIDENT, ENGINEERING MANAGER

CORPORATE TAX I.D.

Attachment A

Neel-Schaffer Proposed Scope of Work & Fee Estimate
(dated June 19, 2025)



NEEL-SCHAFFER

June 19, 2025

Honorable Clay Madden
Mayor
City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

**Re: PROPOSED SCOPE OF WORK AND FEE ESTIMATE
MANDEVILLE LIVING SHORELINE FEASIBILITY STUDY**

Dear Mayor Madden,

Neel-Schaffer, Inc. (NSI) is pleased to submit this proposal for your consideration for the above-referenced project. This proposal includes a scope of work and fee to study the coastal processes along Lakeshore Dr. NSI will develop an existing conditions model to consider the current shoreline conditions along Lakeshore Dr. NSI will also identify and model living shoreline features to aid in reducing wave energies impacting the seawall with a goal to improve the habitat in the project area. This work includes the Quality Assurance Project Plan (QAPP) development and the semi-annual reporting requirements associated with the Lake Pontchartrain Basin Restoration Program (PRP) grant funding.

NSI's fees are based on the following tasks:

Task #1 – Hydrographic and Topographic Survey	\$ 24,805.00
Task #2 – Coastal Modeling of Existing and Proposed Structures	\$ 120,882.00
Task #3 – Feasibility Study and Cost Analysis	\$ 59,441.00
Total	\$ 205,128.00

We propose providing these services on a **Lump Sum** basis of **\$205,128.00 (Two Hundred and Five Thousand, One Hundred and Twenty-Eight Dollars and Zero Cents)**. A detailed scope of work is provided as **Exhibit A**. **Exhibit B** details the fees associated with the various tasks.

We appreciate the opportunity to work with the City of Mandeville on this project. Should you have any questions or if we may be of further service to you in any way, please do not hesitate to call me at 985-674-9820 or 985-373-0449 (cell).

Sincerely,
NEEL-SCHAFFER, INC.

Amanda Phillips

Enclosures: Exhibit A – Scope of Work
Exhibit B - Fee Estimate

cc: Buster Lyons, Digital Engineering & Imaging, Inc. (email)
Don Lancaster, NSI (email)
Dain Gillen, NSI (email)

P: 985.674.9820

2900 East Causeway, Suite E
Mandeville, LA 70448

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



Exhibit A

Scope of Work



Scope of Work

Mandeville Living Shoreline Feasibility Study

June 2025

Introduction

The Lake Pontchartrain Basin Restoration Program (PRP) is dedicated to improving the ecological health of Lake Pontchartrain and its contributing watershed. With oversight and funding provided by the Environmental Protection Agency (EPA), the PRP is working to improve the water quality of the Basin by funding projects that address sewage, stormwater runoff, saltwater intrusion, pollution and other impacts to natural habitats that occur throughout the watershed. It has advocated the use of natural projects to address water quality issues and education of the public through outreach and testing initiatives.

In May of 2024, the PRP advertised a grant funding program to select projects that are in line with the PRP objectives. The City of Mandeville submitted a grant application for the Mandeville Living Shoreline Feasibility Study. The application was selected for funding and the City of Mandeville is contracting with Neel-Schaffer, Inc. (NSI) to support this effort.

Background

The City of Mandeville, founded in 1834, is a historic community along the north shore of Lake Pontchartrain which experiences periodic coastal flooding from tropical storm events. The community also experiences minor nuisance flooding along Lakeshore Dr. caused by strong southerly winds multiple times each year. These winds create overtopping wave conditions at the seawall which floods the Lakefront, deposits debris, and damages structures along the Lakefront. This nuisance flooding, which occurs on average two to three times per year, requires the closure of Lakeshore Dr., preventing access to homes and businesses.

The history of the Mandeville Seawall can be traced back to 1913 when the lakefront property, along Lakeshore Dr., consisted of sandy beaches and cypress trees. From 1913, when the first seawall was proposed, the Lake Pontchartrain shoreline has become hardened, shifting from the sandy beaches to a timber bulkhead, to a concrete seawall constructed in 1937, to the steel sheet pile wall in place today. The seawall, and the accompanying groin features that jut into Lake Pontchartrain for several hundred feet, are now seeing an increase in water levels and wave energy. These groins, once expected to help capture sediment, are believed to have altered the longshore sediment transport across the seawall preventing the natural transgressive beach from forming.

As a coastal community, the citizens are in touch with the natural surroundings and support nature-based approaches and living shoreline projects for coastal resilience. The community wants to maintain the free, open atmosphere and develop new ways to incorporate shoreline protection while

maintaining the environmental stewardship for which the community is known. As the only free access for swimming along the Northshore, improving the nearshore waters and habitat will ensure healthy, safe conditions for community members that may not have access to pools or other water areas. Also, this access exposes users to the unique habitat of subaquatic vegetation and how essential it is to fisheries. Subaquatic Vegetation (SAV) have been shown to reduce wave heights and energies, supplementing structural protection, improving safety for swimming, and creating diverse habitats for fish and other aquatic species for healthier ecosystems.

Location

The project is located within the City of Mandeville along the north shore of Lake Pontchartrain in St. Tammany Parish, Louisiana. It is specifically located along Lakeshore Dr. between the Galvez Canal to the west and Jackson Street to the east. See Figure 1.

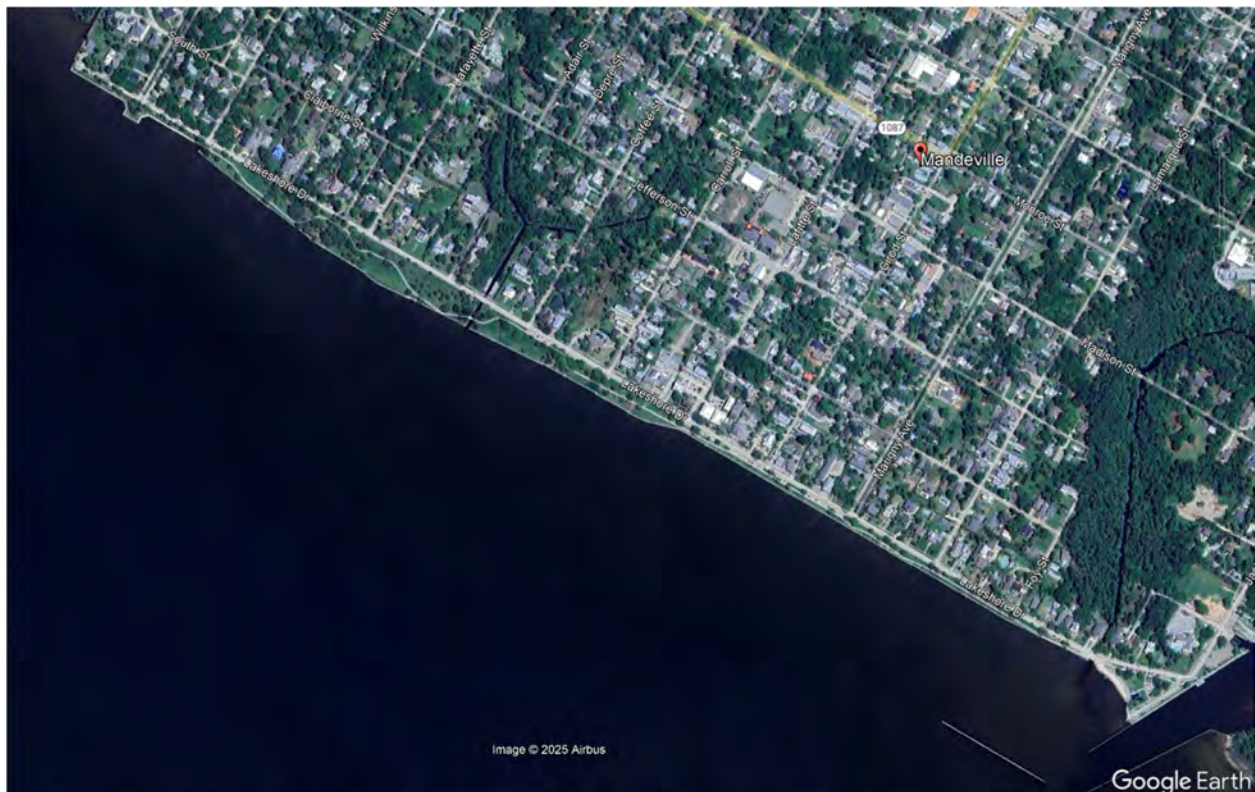


Figure 1 - Project Location

Scope of Work

This project will study the coastal processes occurring with the existing structures along Lakeshore Dr. and develop effective solutions to address the wave energy and reduce turbidity. These changes are expected to create conditions conducive to the re-establishment of SAVs in the area. This study includes the following tasks:

1. Hydrographic and Topographic Survey Data

Conduct a topographic and bathymetric survey with transects collected along the shoreline. The following information will be the focus of this survey:

- Establishment of survey control
- Transect collection at a 500ft interval along the shore extending 1000ft from the seawall into Lake Pontchartrain.
- Topographic survey of the groin features and at the seawall where they intersect
- 2 transects parallel with the shoreline beyond the existing groins

2. Coastal Modeling of Existing & Proposed Structures

2.1. Project & Contract Management

2.1.1. Project Management

Provide overall project management for the engineering tasks, task budgets, schedule, scoping and administration of sub-consultants, and attending project meetings. Project meetings include a client kickoff meeting and one (1) site visit along with monthly meetings with the City of Mandeville.

2.1.2. Schedule, Invoicing, and Cost Management

Provide a project schedule to the City of Mandeville in keeping with the schedule provided for the PRP Subaward agreement. Maintain the schedule and notify the City of Mandeville of any schedule updates or impacts. Time shall be set aside at each regular team meeting to discuss schedule changes. Submit a monthly invoice on a date agreed upon with the City of Mandeville.

2.1.3. Quality Management

Develop the Quality Assurance Project Plan (QAPP) for the project to identify the existing data to be utilized for the project modeling and normal standard of care requirements for quality assurance for the project. The discipline specific reviewers will review the deliverables for consistency, applicability, and defensibility of the following:

- Technical approach & concepts
- Assumptions
- Recommendations
- References

2.2. Existing Conditions Modeling

2.2.1. Existing Data Review

Where available and easily attainable, collect existing topographic, bathymetric, and geotechnical data of the project vicinity from previous projects or other publicly available sources. Collect, review, and evaluate data to further the understanding of the project area. This task includes:

2.2.1.1. Geotechnical Data

Coordinate with the City of Mandeville for existing geotechnical data available in the project area. For data possessed by the NSI Project Team from past projects in the area, we will coordinate with clients and file any necessary requests for authorization to utilize the data in our evaluations for the Project. Some nearby projects in the vicinity of the project including:

- Seawall Repair Project
- Sunset Point Pier
- Mandeville Wetlands Restoration project

Based on the gathered information, provide preliminary assessments of general soil type, strength, and settlement characteristics. It is noted that assessments made in this phase of the Project will rely upon several general assumptions for geologic continuity of the area and are not intended to be utilized for engineering design. The data will be used to provide feasibility-level calculations for the proposed shoreline protection alternatives.

2.2.1.2. Winds, Waves, and Water Levels Data

Compile existing information on coastal processes including data on winds, waves, tides, currents, and relative sea level rise estimates as available. This data will be obtained from NOAA Tidal Gauges, USACE Gauges, and other publicly available data sources.

2.2.2. Coastal Processes Analysis

An existing conditions model will develop an understanding of the coastal processes that occur at the project site to support the development of project alternatives. Coastal processes along the project shoreline will be identified based on the review of data collected, analysis of relevant physical data and coastal processes, and evaluations conducted under this task.

Coastal processes including waves, winds, and water levels will be evaluated with analytical and empirical methods. Typical and extreme value statistics of winds, waves, and water levels will be developed using relevant data. Water levels data will also include the expected sea level increase for the area consistent with the Louisiana Coastal Protection and Restoration Authority assumptions for the project area.

2.3. Existing Conditions Modeling

2.3.1. Existing Modeling Setup & Modeling

A numerical wave model (MIKE-SW, DELFT-3D, SWAN, or similar) will be developed to simulate wave generation and transformation to the project shoreline, and wave analysis. This model will be conducted to develop an understanding of the coastal processes along the project shoreline. The project aims to address daily erosive wave conditions at the site and will therefore target typical daily conditions at the site rather than tropical or extratropical (cold front) storm events. This modeling will be used to understand the dominate wind and wave conditions on an annual basis, develop the design of coastal structures, and evaluate the resilience provided by conceptual alternatives. The

modeling results will be summarized to develop an understanding of the wave impacts along the project shoreline.

2.4. Alternative Development & Modeling

Provide conceptual alternatives that are cost-effective, meet the project design criteria, meet the project goals, and utilize sound engineering principles.

2.4.1. Alternatives Development

Conceptual sizing and layouts for the alternatives will be developed to meet project goals and objectives. Sketches of proposed conceptual alternatives will be developed to illustrate the conceptual geometry and layout of the proposed alternatives. Conceptual level estimates of probable construction costs will be developed for each alternative. It is anticipated that three (3) alternatives will be developed.

2.4.2. Alternatives Modeling

Alternatives developed in the previous tasks will be incorporated into the existing conditions models to simulate the alternative project configurations. The alternatives will be evaluated using the wave models developed as part of the Existing Conditions modeling. The modeling results will be used to compare each alternative at the project site in their ability to meet the project goals. This modeling will also provide an understanding of potential reductions in water currents as a result of the alternatives.

3. Feasibility and Cost Analysis Reporting & Presentation of Results

3.1. Alternative Evaluation and Analysis

3.1.1. Alternatives Comparison

Alternatives developed in the previous task will be evaluated based on their efficiency in meeting project goals and objectives, cost effectiveness, technical feasibility/constructability, and environmental impacts.

3.1.2. Recommendation of Preferred Alternative

Based on the alternative comparison and input for the City of Mandeville, a recommended or preferred solution to maximize construction funding will be selected. Design level data collection requirements will be developed for the recommended alternative for the next phase of this project.

3.2. Reporting and Presentations of Results

3.2.1. Data Collection Memorandum

A technical memorandum providing the results from the data collection phase of work. The report will provide all compiled existing data pertinent to the study effort and summary of geotechnical, survey, and environmental reports. The Draft Data Collection memorandum will be submitted in PDF format.

3.2.2. Draft Technical Report

A Technical Report providing results from data collection memorandum, coastal engineering analysis, alternative development, and alternative analysis. The Draft Technical Report will be submitted in PDF format.

3.2.3. Final Technical Report

NSI will meet with the City of Mandeville to present the Draft Technical Report and the recommended alternative. NSI will incorporate input and comments from the meeting and finalize the Technical Report. The Final Technical Report will be submitted in PDF format.

3.2.4. Stakeholder Coordination & Public Outreach

As a function of the PRP grant funding, there will be specific stakeholder and public outreach opportunities to incorporate the public the project planning process. Public outreach opportunities will be used to discuss with the public, conditions along the shoreline and better understand the community issues this project should address to provide resiliency to the community. NSI will present the coastal processes and final project recommendations to the City Council for community outreach. These presentations will give the community an opportunity to provide feedback, an understanding of the feasibility study, and contribute to the final recommendations. Two (2) presentations are included in this effort.

4. Assumptions

The following assumptions are included in the level of effort for this Scope of Work:

- All draft deliverables will receive no more than two (2) rounds of comments.
- All regulatory permitting is excluded.
- No construction or bidding documents will be produced.

Exhibit B Fee Estimate



Mandeville Living Shoreline Feasibility Study		Labor Costs
WBS	Work Description	Hourly Rates (\$)
1.0	Hydrographic and Topographic Survey	\$ 24,805.00
2.0	Coastal Modeling of Existing and Proposed Structures	\$ 120,882.00
2.1	Project Management	\$ 20,414.00
2.2	Existing Conditions Data & Modeling Setup	\$ 47,354.00
2.3	Alternatives Development & Modeling	\$ 53,114.00
3.0	Feasibility Study, Cost Analysis Reporting & Presentations of Results	\$ 59,441.00
3.1	Alternative Evaluation and Analysis	\$ 41,989.00
3.2	Reporting & Presentations of Results	\$ 17,452.00
Summary		
1.0	Hydrographic and Topographic Survey	\$ 24,805.00
2.0	Coastal Modeling of Existing and Proposed Structures	\$ 120,882.00
3.0	Feasibility Study, Cost Analysis Reporting & Presentations of Results	\$ 59,441.00
TOTALS		\$ 205,128.00

RES 25-38

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

RESOLUTION NO. 25-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF MANDEVILLE AND NATURAL DISINFECTION SOLUTIONS, LLC FOR JANITORIAL SERVICES, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, in March 2025, the City issued a Request for Proposals ("RFP") for the provision of janitorial services at various City facilities; and

WHEREAS, pursuant to City of Mandeville Operating Budget Ordinance No. 24-22, any contracts of \$100,000 or more shall be awarded through a request for proposal process;

WHEREAS, Natural Disinfection Solutions LLC submitted a proposal dated April 3, 2025, in response to said RFP;

WHEREAS, based upon evaluation and scoring of all proposals submitted, the City selected Natural Disinfection Solutions LLC as the highest-ranked responsive and responsible proposer; and

WHEREAS, the City desires to enter into a professional service agreement with Natural Disinfection Solutions LLC for a period of one (1) years with an option for the City to renew for two additional one (1) year periods under the same terms and conditions, contingent upon budget approval; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City enter into a Service Agreement with Natural Disinfection Solutions LLC for janitorial services and is further authorized to take the necessary action to complete such project and sign such documents as required.

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

AYES:

NAYS:

ABSTENTIONS: 0

ABSENT:

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

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2025, by and between the **City of Mandeville**, a political subdivision of the State of Louisiana (hereinafter referred to as the "City"), whose mailing address is 3101 E. Causeway Approach, Mandeville, LA 70448, and **Natural Disinfection Solutions, LLC**, a limited liability company organized and existing under the laws of the State of Louisiana, whose principal place of business is 620 Lotus Drive N, Mandeville, LA 70471 (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, in March 2025, the City issued a Request for Proposals ("RFP") for the provision of janitorial services at various City facilities;

WHEREAS, Contractor submitted a proposal dated April 3, 2025, in response to said RFP;

WHEREAS, based upon evaluation and scoring of all proposals submitted, the City selected Contractor as the highest-ranked responsive and responsible proposer; and

WHEREAS, the City desires to retain Contractor to perform the services described in this Agreement, and Contractor desires to provide such services, all in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor AGREE AS FOLLOWS:

ARTICLE 1: SCOPE OF SERVICES

Contractor shall furnish all labor, supervision, equipment, tools, and supplies (excluding consumables such as paper products, which shall be supplied by the City), and other items necessary to provide professional janitorial services at the designated City facilities as detailed in **Exhibit A - Scope of Work**, attached hereto and incorporated herein.

The Scope of Services includes, but is not limited to:

- Daily, weekly, monthly, and quarterly cleaning tasks as specified per facility.
- Restocking and maintenance of soap dispensers, paper towel holders, toilet paper dispensers, and other restroom fixtures.
- High-touch surface disinfection and specialty deep cleaning on a scheduled basis.
- Immediate reporting of safety hazards, facility issues, or unusual conditions to City staff.
- COVID-level disinfection procedures if and when directed by the City.

All work shall be performed in a clean, sanitary, and professional manner consistent with industry best practices and in compliance with the applicable provisions of OSHA, CDC, EPA, and other relevant public health or safety regulations.

Contractor shall provide a site supervisor and trained janitorial personnel as outlined in the Contractor's proposal and shall maintain adequate staffing to ensure continuous and consistent performance of all duties.

ARTICLE 2: TERM OF AGREEMENT

This Agreement shall become effective upon execution by all parties and shall continue in effect for one (1) year from the date of commencement of services, anticipated to begin on or around August 1, 2025, unless terminated earlier as provided herein.

The City shall have the option to renew the Agreement for two (2) additional one-year terms upon mutual written agreement with the Contractor. Renewal shall be contingent upon satisfactory performance and availability of appropriated funds.

The City will notify the Contractor in writing no later than thirty (30) days prior to the expiration of the initial term or any renewal term regarding the intent to renew.

ARTICLE 3: COMPENSATION AND PAYMENT TERMS

The City shall compensate the Contractor for services rendered under this Agreement in accordance with the pricing provided in the Contractor's proposal, incorporated herein as Exhibit B. **The total annual amount shall not exceed One Hundred Forty-Five Thousand Eight**

Hundred Thirty-Seven Dollars and Eight Cents (\$145,837.08), unless modified in writing by duly authorized amendment.

Contractor shall submit monthly invoices to the City detailing the services performed at each location. All invoices shall include:

- The date(s) of service
- The facility serviced
- Summary of tasks performed
- Any additional services or approved variations

Invoices must be accompanied by required documentation, including signed daily logs and monthly inspection summaries, as specified in **Section 7** of this Agreement.

Payment shall be made by the City within thirty (30) days of receipt of a properly submitted invoice, contingent upon City verification of satisfactory performance and compliance with contract requirements.

The City reserves the right to withhold payment for any month during which required documentation is not submitted, deficiencies remain uncorrected, or performance standards are not met.

ARTICLE 4: PERFORMANCE MONITORING AND REMEDIES

Contractor shall maintain high-quality performance standards at all times and shall comply with the performance monitoring and documentation provisions outlined in the RFP.

The City reserves the right to inspect, monitor, and evaluate Contractor's work at any time during the term of this Agreement.

Contractor shall:

- Maintain daily service logs signed by designated City personnel
- Submit monthly service summaries and inspection checklists
- Respond in writing within two (2) business days to any written notice of deficiency

If the City determines that Contractor's performance does not meet contractual standards, the City shall issue a written notice identifying the specific deficiencies and providing a reasonable time (not to exceed five [5] calendar days) for Contractor to cure such deficiencies.

If deficiencies are not cured within the specified period, the City may, at its discretion:

- Withhold all or part of payment until satisfactory correction is made
- Arrange for completion of the work by alternate means at Contractor's expense
- Terminate the Agreement for cause as outlined in Section 10

Repeated or material failures to meet performance standards shall constitute default.

ARTICLE 5. SUPPLIES, EQUIPMENT, AND SAFETY STANDARDS

1. Furnishing of Supplies and Equipment

- Unless otherwise specified in the Scope of Work, the Contractor shall furnish all labor, supervision, equipment, tools, and cleaning products necessary to perform the services described herein. All products used shall be professional-grade and appropriate for commercial or municipal settings.

2. Use of Chemicals and SDS Compliance

- The Contractor must obtain **prior written approval** from the City before using any cleaning chemicals or substances not listed in the approved product list submitted with the proposal.
- The Contractor shall provide the City with **Safety Data Sheets (SDS)** for all chemicals used under this contract, and ensure that SDS documentation is kept up to date and accessible at each janitorial closet or storage location.

3. Equipment Safety and Maintenance

- All equipment shall be maintained in safe operating condition. Any malfunctioning or unsafe equipment must be immediately removed from service.
- Equipment shall be properly stored when not in use and may not block exits, hallways, or ADA access routes.

4. City's Equipment or Supplies (if provided)

- If the City elects to provide any cleaning supplies or equipment, the Contractor shall ensure their proper and careful use. Any damage, misuse, or loss shall be reported immediately and may be grounds for cost recovery or termination.

5. Damage to City Property

- The Contractor shall be **liable for any damage** caused to City property, facilities, or equipment resulting from the actions, negligence, or misuse by its personnel. The City reserves the right to assess such damages and deduct from payments owed.

6. Facility Security and Access

- Contractor personnel shall:
 - Sign in and out of each facility at designated locations, as directed.
 - Lock all doors and activate any alarms as instructed upon completion of duties.
 - Report suspicious activity, facility damage, or incidents to the City immediately.
 - Maintain security and confidentiality of all access credentials.

7. Holiday Schedule and City Closures

- Services shall not be performed—and the City shall not be invoiced—on the following holidays unless otherwise directed in writing:
 - New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Lundi Gras
 - Mardi Gras
 - Good Friday
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Columbus Day

- Veterans Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Day
- If services are requested and approved in writing for any of the above days or for emergency purposes during closure, compensation will be made at the contracted unit rate.

8. Non-Exclusivity

- This agreement is not exclusive. The City of Mandeville reserves the right to procure janitorial or related services from other vendors if deemed necessary for coverage, emergencies, special events, or cost-efficiency.

ARTICLE 6. PERSONNEL REQUIREMENTS

1. Minimum Qualifications

- All personnel assigned to City facilities shall be adequately trained and experienced in commercial janitorial operations. Contractor shall ensure that assigned personnel possess the necessary skills and knowledge to perform tasks in accordance with the standards outlined in this Agreement.

2. Identification and Conduct

- Contractor's employees must wear clean uniforms and carry visible photo identification badges while on duty at City facilities. The City reserves the right to require the removal of any employee for misconduct, unsafe behavior, or performance deficiencies.

3. Background Checks

- Contractor shall conduct criminal background checks on all employees assigned to this contract prior to placement at City facilities. Results shall be retained by the Contractor and provided to the City upon request. The City reserves the right to deny access to individuals based on background check findings.

4. Supervision and Reporting Structure

- Contractor shall designate a site supervisor responsible for ensuring daily compliance with the Scope of Work. The supervisor shall serve as the primary point of contact for the City and shall be available during working hours by phone or email.

5. Staffing Plan and Stability

- Contractor shall maintain a consistent staffing plan. Frequent or disruptive personnel turnover may be considered a breach of contract. Any proposed changes to supervisory or key staff must be communicated in advance and approved by the City.

6. Compliance with Labor Laws

- Contractor shall comply with all applicable federal, state, and local labor laws, including but not limited to minimum wage, overtime, and non-discrimination requirements.

7. Employee Roster and Documentation

- Contractor shall maintain an up-to-date roster of all personnel assigned to this Agreement. The roster must include names, position titles, dates of background check completion, and dates of hire. This documentation shall be made available to the City upon request.

8. Drug-Free Workplace

- Contractor shall maintain a drug-free workplace policy and take reasonable steps to ensure that personnel are not under the influence of drugs or alcohol while on duty.

ARTICLE 7. INSURANCE AND BONDING REQUIREMENTS

1. General Insurance Requirements

- Contractor shall secure and maintain, at its expense, all insurance coverage required under this Agreement. Such insurance must be written by insurers authorized to do business in the State of Louisiana and rated no less than A-, Category VII by A.M. Best.

- All required insurance policies must name the City of Mandeville, its officers, employees, agents, and volunteers as additional insureds, and include waivers of subrogation and endorsements for hold harmless obligations.
- Insurance certificates must include a statement confirming that coverage shall not be cancelled or materially altered without thirty (30) days' prior written notice to the City.

2. **Minimum Coverage Limits** Contractor shall carry the following minimum insurance limits:

- **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 general aggregate per project, including:
 - Premises and Operations
 - Broad Form Contractual Liability
 - Products and Completed Operations
 - Personal Injury and Broad Form Property Damage
 - Explosion, Collapse, and Underground Coverage
- **Business Automobile Liability:** \$1,000,000 combined single limit for bodily injury and property damage, including:
 - Any, Owned, Hired, and Non-Owned Autos
 - Endorsements MCS-90 and CA9948
- **Workers' Compensation and Employer's Liability:**
 - Workers' Compensation: As required by Louisiana law
 - Employer's Liability: \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 disease aggregate
- **Excess or Umbrella Liability:** \$3,000,000 per occurrence, follow-form basis over general liability, auto liability, and employer's liability
- **Owner's Protective Liability (OPL):** \$1,000,000 per occurrence / \$2,000,000 aggregate
- **Pollution Liability** (only if hazardous substances will be handled): \$1,000,000 per occurrence / \$2,000,000 total, with at least a three-year extended reporting period (if claims-made)

3. **Bonding Requirements**

- Contractor shall furnish the following bonds, issued by sureties licensed to do business in Louisiana:
 - **Performance Bond:** 100% of the annual contract value
 - **Payment Bond:** 100% of the annual contract value
- Bonds must be provided before commencement of services and shall remain in effect throughout the contract term. Failure to provide bonds shall be grounds for termination.

4. Certificates and Policy Maintenance

- Contractor shall maintain valid and current certificates of insurance on file with the City throughout the term of the Agreement.
- Renewal certificates shall be submitted to the City annually, without prompting.
- Policies shall be subject to approval by the City as to form and content. Should any policy become unacceptable, Contractor must promptly submit acceptable replacement coverage.

5. Subcontractor Compliance

- Contractor shall ensure that all subcontractors performing services under this contract meet the same insurance and bonding requirements, and that the City is named as an additional insured under those policies.

6. Certificate Holder Address

- All insurance certificates shall be issued to:

City of Mandeville, Its Officers, Agents, Employees and Volunteers
 3101 E. Causeway Approach
 Mandeville, LA 70448
 Email: rchadwick@cityofmandeville.com

ARTICLE 8. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. General Indemnification

- To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City of Mandeville, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all claims, damages,

liabilities, demands, suits, causes of action, losses, expenses, judgments of sums of money to any party accruing against the City growing out of, resulting from, or by any reason of any act or omission of Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include City's fees and costs of litigation, including but not limited to reasonable attorney's fees.

2. Limitation of City's Liability

- The City shall not be liable to the Contractor for any incidental, indirect, special, or consequential damages of any kind, including loss of business, revenue, or profit, arising from or related to the performance of this Agreement, regardless of the form of action and even if advised of the possibility of such damages.

3. Survival of Indemnity Obligations

- The provisions of this Section shall survive the expiration or termination of this Agreement and shall remain in full force and effect with respect to any claim arising from events that occurred during the term of the Agreement.

ARTICLE 9. TERMINATION

1. Termination for Convenience

- The City may terminate this Agreement, in whole or in part, at any time and for any reason, by providing the Contractor with at least thirty (30) calendar days' written notice. In such event, the Contractor shall be entitled to payment for services properly rendered up to the effective date of termination, but shall not be entitled to any compensation for lost profits or for work not performed.

2. Termination for Cause

- The City may terminate this Agreement immediately upon written notice to the Contractor if the Contractor:
 - (a) Fails to perform its duties under this Agreement in a timely or satisfactory manner;
 - (b) Breaches any material provision of this Agreement;

- (c) Engages in misconduct, negligence, or willful disregard of applicable laws or safety protocols;
- (d) Fails to comply with any City request to remedy a deficiency within the time prescribed under this Agreement.
- In the event of termination for cause, the City may withhold all or part of any payments due and may complete or contract for substitute services, charging any additional costs to the Contractor.

3. Termination Due to Non-Appropriation

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

4. Termination Due to Change in Authority

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

5. Termination by Contractor

- Contractor may terminate this Agreement only in the event of a material breach by the City that remains uncured for thirty (30) calendar days following written notice. Such termination shall not relieve Contractor of any continuing obligations under this Agreement, including any indemnification or confidentiality obligations.

6. Obligations Upon Termination

- Upon termination, Contractor shall:

- (a) Cease performance of all work under this Agreement on the date specified in the termination notice;
- (b) Return all City-owned materials, keys, access cards, or other equipment;
- (c) Submit a final invoice within fifteen (15) days of termination for services rendered through the effective termination date.

ARTICLE 10. FEDERAL REQUIREMENTS FOR FEMA-FUNDED CONTRACTS

The following provisions are hereby incorporated into and made part of this Agreement, to the extent applicable, in compliance with the Federal Emergency Management Agency (FEMA) Public Assistance Program requirements. These terms apply only to the extent this Agreement is used to support a project funded in whole or in part by federal FEMA funds. Contractor agrees to comply with the following:

1. **Equal Employment Opportunity** Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, or national origin and shall comply with Executive Order 11246 and related regulations. Contractor must take affirmative steps to ensure nondiscrimination in employment and post required EEO notices.
2. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708)** No laborer or mechanic shall be required to work more than forty (40) hours a week unless paid one and one-half times the basic rate for overtime. Liquidated damages of \$27 per day apply for violations. These terms must be included in all subcontracts.
3. **Clean Air Act and Federal Water Pollution Control Act** Contractor shall comply with all applicable standards under the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and report violations to the City and EPA as required.
4. **Suspension and Debarment (2 C.F.R. Part 180 and 2 C.F.R. Part 3000)** Contractor certifies it is not debarred, suspended, or otherwise excluded from participating in federally assisted transactions and shall require similar certifications in all lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** Contractors who receive contracts exceeding \$100,000 must certify that no federal funds have been used to influence federal officials. Each tier must provide this certification and disclose lobbying with non-federal funds, if applicable.
6. **Procurement of Recovered Materials** Contractor shall use recovered materials in accordance with EPA guidelines for contracts exceeding \$10,000 or as designated.
7. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment** Contractor shall not use FEMA funds to procure or contract with entities using covered telecommunications equipment or services as outlined in 2 C.F.R. § 200.216 and FEMA Policy 405-143-1.
8. **Domestic Preferences for Procurement** Contractor shall, to the greatest extent practicable, provide preference for the use of goods, products, and materials produced in the United States per 2 C.F.R. § 200.322.
9. **Access to Records** Contractor shall provide access to the City, GOHSEP, FEMA, and the Comptroller General or their representatives to any documents related to the contract for audit and examination.
10. **No Obligation by the Federal Government** The Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities under the contract.
11. **Program Fraud and False or Fraudulent Statements or Related Acts** Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions under this contract.
12. **Use of DHS Seal, Logo, and Flags** Contractor shall not use the DHS seal(s), logos, crests, or reproductions without prior written FEMA approval.
13. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** Contractor shall take all necessary steps to assure the use of minority and women-owned businesses and labor surplus area firms when possible, and ensure subcontractors do the same.
14. **Compliance with Federal Law, Regulations, and Executive Orders** Contractor shall comply with all applicable federal statutes, regulations, executive orders, FEMA policies, procedures, and directives.

15. Copyright and Data Rights Contractor grants to the City a paid-up, royalty-free, nonexclusive, irrevocable worldwide license in data first produced in the performance of the contract to reproduce, publish, or otherwise use the data.

16. Additional Provisions Required by FEMA The Contractor shall comply with any additional FEMA requirements included in Attachment F and Attachment G, including signed certifications for Byrd Anti-Lobbying and Debarment.

The City reserves the right to update or supplement this Section to ensure continued compliance with federal laws and regulations.

ARTICLE 11. Exhibits

The following exhibits are attached to and incorporated into this Agreement by reference. In the event of a conflict between the terms of this Agreement and any Exhibit, the terms of this Agreement shall govern unless expressly stated otherwise.

Exhibit	Title	Description
A	Scope of Services	Finalized scope of janitorial services as set forth in the City's RFP.
B	Compensation	Contractor's pricing submission, including monthly and annual totals.
C	Insurance Requirements	City of Mandeville 2023 Commercial Insurance Standards.
D	Contractor Proposal	Full proposal submitted by Natural Disinfection Solutions.

ARCITLE 12. MISCELLANEOUS PROVISIONS.

1. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana and applicable ordinances of the City of Mandeville. The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany. The parties hereby irrevocably submit to the personal jurisdiction of such courts and waive any objections to the venue or convenience of the forum.

Notwithstanding the foregoing, for any contract or project funded in whole or in part by the Federal Emergency Management Agency (FEMA), this Agreement shall also be governed by and construed in accordance with applicable federal laws, regulations, and executive orders. In the event of a conflict, federal law shall control solely as to those FEMA-funded portions of the work.

2. Acknowledgment of Independent Contractor Status

Contractor agrees and acknowledges that it is an independent contractor in the performance of this Agreement and not as an agent, employee, or representative of the City. No provision of this Agreement shall be construed to create any partnership, joint venture, or employer-employee relationship.

3. Acknowledgment of Exclusion of Workers' Compensation Coverage

The Contractor herein agrees and acknowledges that it is an independent contractor and as such it is expressly agreed and understood between the parties hereto, in entering into this services contract, 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. Acknowledgment of Exclusion of Sick Leave and Annual Benefits

Contractor understands that as an independent contractor, nor anyone employed by or on behalf of the Contractor shall receive paid sick leave, vacation, or any other benefits normally provided to City employees.

4. Acknowledgment of Exclusion of Unemployment Benefits

Contractor acknowledges that neither Contractor nor any of Contractor's employees shall be considered an employee of the City and are therefore ineligible for unemployment compensation coverage. Contractor certifies that it and its employees meet the requirements of independent contractor under Louisiana law.

5. Conflict of Interest

No employee, officer, or agent of the City may participate in the selection, award, or administration of this contract if a conflict of interest would be involved. The Contractor affirms that no such interest exists. Any violation may render this contract voidable at the City's sole discretion.

6. Public Records Compliance

Contractor understands and agrees that any records created or maintained pursuant to this Agreement may be subject to the Louisiana Public Records Law (La. R.S. 44:1 et seq.).

7. Proposal Preparation Costs

The City shall not be liable for any costs incurred by the Contractor in the preparation or submission of its proposal, including any interviews or presentations required by the City.

8. Non-Discrimination and Civil Rights Compliance

Contractor shall not discriminate in employment or performance of this contract on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, or any other status protected by law. Contractor agrees to comply with the Americans with Disabilities Act and Title VI of the Civil Rights Act of 1964.

9. Errors and Omissions

The City shall not be responsible for any errors or omissions in Contractor deliverables. Contractor shall correct such errors or omissions without additional compensation when requested by the City.

10. Campaign Contributions Disclosure

If applicable, Contractor shall execute and submit a Campaign Contributions Disclosure Affidavit in accordance with Section 2-4 of the City of Mandeville Code of Ordinances.

11. Assignment and Subcontracting

Contractor may not assign this Agreement or subcontract its obligations in whole or in part without the prior written consent of the City. If the Contractor does desire to subcontract or assign part of the work herein, the Contractor shall furnish the City with the names, qualifications, and experience of the proposed subcontractors for approval. The Contractor shall remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the Contract. Any unauthorized assignment shall be void and constitute a material breach. Subcontractors must meet the same compliance and insurance obligations as the Contractor.

12. Entire Agreement

This Agreement, including its attachments, appendices, and incorporated documents, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements, whether written or oral.

13. Amendments

No amendment, modification, or change to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

14. Severability

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement 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.

15. Non-Waiver Clause

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

16. Notices

All notices required under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), or by recognized overnight courier to the addresses specified below:

To the City:

City of Mandeville
Attn: RuthAnn Chadwick, Purchasing Agent
3101 E. Causeway Approach
Mandeville, LA 70448
Email: rchadwick@cityofmandeville.com

To the Contractor:

Troy Saint Pierre, President
Natural Disinfection Solutions, LLC
P.O. Box 638
Amite, LA 70422
Email: troy@ndsjanitorial.com
Phone: (985) 320-6096

17. Survival of Provisions

Any provision of this Agreement that by its nature is intended to survive termination or expiration, including but not limited to indemnification, confidentiality, and audit rights, shall so survive.

18. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or scanned signatures shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Janitorial Services Agreement by their duly authorized representatives, effective as of the last date signed below.

CITY OF MANDEVILLE

By: _____

Mayor Clay Madden

Date: _____

Attest: _____

RuthAnn Chadwick, CPPB

Purchasing Agent | Contracts Administrator

Date: _____

CONTRACTOR

Natural Disinfection Solutions, LLC

By: _____

Aaron J. Vicknair

Director of Business Development and Agent

Date: _____

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