

Ord 25-11

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

ORDINANCE NO. 25-11

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING ARTICLE 9, SECTION 9.2.5.2 VEGETATION PROTECTION ZONES, AND AMENDING SECTION 9.2.5.3. VEGETATION PROTECTION ZONE BARRIERS, AND AMENDING SECTION 9.2.5.4 LANDSCAPE REQUIREMENTS IN LOW-DENSITY RESIDENTIAL DISTRICTS, AND AMENDING SECTION 9.2.5.5 LANDSCAPE REQUIREMENTS IN DISTRICTS OTHER THAN LOW-DENSITY, AND SECTION 9.2.5.7, LIVE OAK PROTECTION REQUIREMENTS, AND AMENDING SECTION 9.2.5.16 VIOLATIONS, AND AMENDING ARTICLE 10, SECTION 10.8.1.1 LANDSCAPING REQUIREMENTS FOR FREESTANDING SIGNS, AND AMENDING ARTICLE 12, SECTION 12.5.2 INFORMATION REQUIRED ON THE SITE FEATURES MAP, AND AMENDING SECTION 12.5.4.4. OTHER CONSTRUCTION PLANS CONTENT OF THE COMPREHENSIVE LAND USE REGULATIONS ORDINANCE, AND AMENDING DIVISION 19 OF APPENDIX C OF THE CODE OF ORDINANCES OF THE CITY OF MANDEVILLE, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Mandeville's Comprehensive Land Use Regulations Ordinance (CLURO) was adopted on June 25, 2015, rev. through June 8, 2023, to affect the vision of the Comprehensive Land Use Plan adopted by the City's Planning Commission and supported by resolution of the Council in 2007; and

WHEREAS, Mandeville's distinct character and environmental resilience are intertwined with its native tree species, particularly the Bald Cypress (*Taxodium distichum*) and the Southern Magnolia (*Magnolia grandiflora*). These species provide ecological, environmental, cultural, and aesthetic benefits that are irreplaceable once lost, forming a critical part of our community's natural infrastructure; and

WHEREAS, the Bald Cypress (*Taxodium distichum*), Louisiana's state tree, and the Southern Magnolia, a symbol whose iconic white flower serves as Louisiana's state flower, are vital to Mandeville's ecosystem. Cypress trees provide unique aquatic and nesting habitats, while Magnolias attract and offer crucial cover for wildlife, thereby maintaining local ecosystem health and biodiversity; and

WHEREAS, the City Council, recognizing these significant and irreplaceable contributions, desires to protect the Bald Cypress and the Southern Magnolia for the enduring benefit of Mandeville and its future generations; and

WHEREAS, the City Council recognizes that current penalties for violations of Division 19 of Appendix C, Section 9.2.5.16 of the Code of Ordinances do not adequately deter illegal activity or justly compensate the community for such irreplaceable losses, thereby necessitating revised fines to ensure effective deterrence and proper valuation of these essential natural assets for the enduring benefit of Mandeville, and desires to amend said Code accordingly; and

WHEREAS, current tree protection barriers have proven insufficient in safeguarding Mandeville's protected trees during construction; therefore, more rigid barrier structures are essential to enhance tree preservation and the long-term health of the urban canopy.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 9.2.5.2 Vegetation Protection Zones be amended as follows:

9.2.5.2. Vegetation Protection Zones

1. An area extending at least fifteen (15) feet in all directions from the trunk of any tree required or proposed to be preserved to meet the requirements of this or encompassing a minimum of two-thirds (2/3) of the entire canopy area of the tree, whichever is greater, shall be required to be maintained undisturbed under the provisions of this Article. This area is defined as the Vegetation Protection Zone.
2. Exception: The Vegetation Protection Zone for Live Oaks will be a circle with a radius which is eighty-two (82) percent of the canopy of the tree, measured from the trunk to the drip line. A barrier shall be erected and maintained around this area at all times during construction. No soil deposits, construction materials, equipment, or other materials shall be temporarily or permanently stored in locations within or immediately adjacent to the Vegetation Protection Zone which would cause suffocation of root systems of trees required or proposed to be preserved. No paving with concrete, asphalt, or other impervious material shall be allowed within the Vegetation Protection Zone. No structure shall be placed or constructed at any time within the Vegetation Protection Zone.
3. FEMA elevation exception. Any structure required to be elevated pursuant to application, participation, grant receipt or other involvement in any FEMA elevation program shall be permitted to construct or perform operations within the Vegetation Protection Zone after administrative review and written approval. Structures that are subject to this exception shall not be required to submit for any Vegetation Protection Zone variance and may be permitted for work after review and administrative approval. No work on any structure that asserts an entitlement to elevation within the Vegetation Protection Zone shall commence without written approval of the administration.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 9.2.5.3 Vegetation Protection Zone Barriers be amended as follows:

9.2.5.3. Vegetation Protection Zone Barriers

1. The Vegetation Protection Zone barrier shall be continuous and at least four (4) feet above the ground. The material used to construct the barrier shall be rigid and semi-permanent (such as wire fencing) and must be specified on the landscape plan.
2. This section requires the erection and maintenance of a four-foot-high, 12-gauge metal fencing around the Vegetation Protection Zone of a Protected Tree. This protective fencing shall remain intact and undisturbed throughout the duration of the activity. No equipment,

materials, or debris shall be stored or placed within this protected area.

3. The required tree barriers shall be properly installed and verification of such installation shall be made by the landscape inspector prior to the issuance of a development or clearing permit.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 9.2.5.4 Landscape Requirements in Low-Density Residential Districts be amended as follows:

9.2.5.4. Landscape Requirements in Low-Density Residential Districts

In the R-1, R-1X and R-2 districts, a minimum of 50 percent of all existing trees larger than three (3) inches dbh in the required yard setback areas shall be required to be preserved. The Landscape Inspector shall verify the preservation of all required trees before a Certificate of Occupancy will be issued for the structure. Trees required to be preserved shall be shown on the residential site plan approved in conjunction with the development permit. In addition, the provisions of the Key Native Tree Species Protection Requirements section 9.2.5.7 shall also apply in R-1, R-1X and R-2.

...

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 9.2.5.5 Landscape Requirements in Districts Other than Low-Density Residential be amended as follows:

9.2.5.5. Landscape Requirements in Districts Other than Low-Density Residential

The requirements of this Article shall apply to all zoning districts other than R-1, R-1X and R-2 residential districts, with the exception of the Key Native Tree Species Protection Requirements of section 9.2.5.7, which apply in all zoning districts. ...

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that Section 9.2.5.7 Live Oak Protection Requirements be renamed to Key Native Tree Species Protection Requirements, and shall be amended to read as follows:

Section 9.2.5.7 Key Native Tree Species Protection Requirements

The following tree protection requirements shall be in place:

1. Definition of Protected Tree:

- a. Protected Live Oak: shall include any Live Oak with a diameter at breast height (dbh) of Six (6) inches or more;
- b. Protected Bald Cypress: shall include any Bald Cypress with a diameter at breast height (dbh) of Six (6) inches or more; and
- c. Protected Southern Magnolia: shall include any Southern Magnolia with a diameter at breast height (dbh) of six (6) inches or more.

2. Live Oak Protection Requirements

- a. A tree removal permit shall be obtained from the Landscape Inspector prior to cutting, clearing or removing any Live Oak tree six (6) inches dbh or greater. Unpermitted removal of a qualifying Live Oak tree shall subject the property owner, the responsible contractor, or both, to the violation provisions of Section 9.2.5.16.
- b. The applicant wishing to remove a Live Oak tree must state in writing that such activity will enhance the health, safety and welfare of the public, or otherwise benefit the public interest and the applicant must offer evidence to that effect. The Landscape Inspector is empowered to issue or deny the permit based on the application and the evidence. Prior to the issuance of a tree removal permit the applicant must submit a plan or written statement offering evidence of compliance with the tree replacement provisions of this Article.
- c. Upon submission of a tree removal permit, administrative removal shall only be permitted if both a Louisiana-licensed arborist and the Landscape Inspector jointly determine, in writing, that the tree is dead, terminally diseased, or poses an imminent hazard to public safety or property that cannot be mitigated by other less impactful means. Additionally, administrative approval shall be permitted where site-specific conditions require a tree to be within the proposed building footprint, without alternative building placement, making its preservation unfeasible.
- d. During any construction, development, or land-disturbing activity, all Live Oak trees shall be safeguarded pursuant to the Vegetation Protection Zone Barrier requirements of Section 9.2.5.3.
- e. It shall be unlawful for any person to place soil in such a way that would cause Live Oaks to become diseased or die. If filling with soil is necessary to properly drain the land, all efforts should be made to protect the area within the drip line of a Live Oak from the impact of such activity. Should all efforts fail and a tree removal permit be issued for the removal of the Live Oak the provisions of these regulations regarding replacement of trees shall be required to be met.
- f. If a Live Oak tree is removed or dies due to activities on the property, the property owner shall replace it with one (1) tree per 6 inches dbh of the same species for each Live Oak removed or lost. Replacement trees shall be of a minimum size as established by the Landscape Inspector and planted in a location approved by the City.
- g. A tree removal permit will be required to prune the primary and secondary branches of any Live Oak tree 12" dbh or greater. Such pruning shall be required to be performed by a state licensed arborist or a state forester.
- h. These regulations shall apply in all zoning districts.

3. Bald Cypress and Southern Magnolia Tree Protection Requirements

- a. A tree removal permit shall be obtained from the Landscape Inspector prior to cutting, clearing or removing any Bald Cypress or Southern Magnolia tree six (6)

inches dbh or greater. Unpermitted removal of a qualifying Bald Cypress or Southern Magnolia tree shall subject the property owner, the responsible contractor, or both, to the violation provisions of Section 9.2.5.16.

- b. Upon submission of a tree removal permit, administrative removal shall only be permitted if the Landscape Inspector determines that the tree is dead, terminally diseased, or poses an imminent hazard to public safety or property that cannot be mitigated by other less impactful means. Additionally, administrative approval shall be permitted where site-specific conditions require a tree to be within the proposed building footprint, without alternative building placement, making its preservation unfeasible.
- c. During any construction, development, or land-disturbing activity, all Protected Bald Cypress and Southern Magnolia trees shall be safeguarded pursuant to the Vegetation Protection Zone Barrier requirements of Section 9.2.5.3.
- d. It shall be unlawful for any person to engage in any activity that may damage a Bald Cypress or Southern Magnolia tree, including but not limited to root disturbance, soil compaction, significant grade changes within the drip line, or the attachment of signs, wires, or other objects that may compromise the tree's health or structural integrity.
- e. If a Protected Bald Cypress or Southern Magnolia tree is removed, or dies due to activities on the property, the property owner shall replace it with one (1) tree per 6 inches dbh of the same species removed or lost. Replacement trees shall be of a minimum size as established by the Landscape Inspector and planted in a location approved by the City.
- f. These regulations shall apply in all zoning districts.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 9.2.5.16 Violations be amended as follows:

9.2.5.16. Violations

Each required tree, shrub (non-living screen,) or other plant matter cut, cleared, removed, caused to become diseased or die, or otherwise acted upon in violation of the provision of this article, including but not limited to Section 9.2.5.7, shall constitute a separate offense (subject to the provisions of section 1.9 of this [Code]. Where applicable, each separate day on which a violation occurs or continues shall be considered a separate violation of this article.)

1. Building Permit Denied: Should any tree(s), shrub(s), nonliving screen(s) or other plant matter be cut, cleared, removed, caused to become diseased or die, or otherwise acted upon in violation of this section prior to the issuance of a building permit, no such permit shall be issued until all fines resulting from the violation are paid.
2. Building Permit Suspended: Should any tree(s), shrub(s), nonliving screen(s) or other plant matter be cut, cleared, removed, caused to become diseased or die, or otherwise acted upon in violation of this section after the issuance of a building permit, the permit shall automatically be suspended until all fines resulting from the violation are paid.

3. Acceptance of Improvements: No acceptance of public improvements shall be authorized until all fines for violations of this section have been paid to the City or otherwise disposed of through the Mayor's Court. No acceptance of public improvements shall be authorized until all replacement trees have been planted or appropriate payments have been made to the Landscape Mitigation Fund.
4. Certificate of Occupancy: No Certificate of Occupancy shall be issued until all fines for violations of this section have been paid to the City or otherwise disposed of through the Mayor's Court. No Certificate of Occupancy shall be issued until all replacement trees have been planted or appropriate payments have been made to the Landscape Mitigation Fund.
5. Failure to maintain the required vegetation protection zone barrier during the construction process shall constitute a violation, shall automatically suspend the development permit for which the tree barrier was required to be erected and shall be subject to the maximum penalty of Section 1.9 of this [Code].
6. Replacement Penalties: For each tree which is removed without a tree removal permit by the property owner, or the property owner's contractor, agent, employee or any individual or entity authorized to be on the property owner's property, the property owner shall plant new replacement trees in accordance with the following:
 - a. Calculation of Replacement Trees: The total of the diameters of the replacement trees shall, at a minimum, equal the total of the diameters of the trees cut inch for inch. The diameter shall be measured on the trunk of a tree four (4) feet from ground level.
 - b. Minimum Size of Replacement Trees: All replacement trees shall have a minimum trunk size of two inches (2") in dbh and ten (10) feet tall when planted. At the discretion of the Landscape Inspector, larger trees may be required.
 - c. In the event the property owner is unable to plant the required number of replacement trees on the affected parcel, the owner has the option of one of the following;
 - (1) The owner may plant the remaining number of required replacement trees, which will not be planted on the affected parcel at a site to be approved by the City.
 - (2) The owner may contribute to the Landscape Mitigation Fund an amount equal to the cost associated with purchasing and planting the remaining replacement trees as outlined in (a) above.
 - d. Following the notice of violation being issued, the City will prepare a Compliance Agreement for the owner of the affected parcel setting forth the terms of replacement penalties as set forth herein. If the owner fails to enter into the Compliance Agreement within twenty (20) days of the notice of violation, the City will take appropriate legal action, including a citation to Mayor's court and an injunction in the 22nd Judicial District Court.
 - e. A property owner who fails to enter into a compliance agreement shall have thirty (30) days from the notice of violation to initiate the required replanting. Each day on which

the replanting does not commence will be a separate violation subject to its own enforcement action.

- f. Fines: In addition to providing or paying for trees, violators of this section will be fined up to the amount set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances for violation of any unpermitted removal or pruning and also failure to adhere to the replacement obligations following unpermitted removal.
- g. Enforcement: The Planning Department and the City Attorney shall administer the provisions of this section.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 10.8.1.1 Landscaping Requirements for Free Standing Signs be amended as follows:

10.8.1.1 Landscaping Requirements for Free Standing Signs

...

- 4. Key Native Tree Species Protected. No permit shall be granted on any application or for any activity which would call for the cutting or removal of any key native tree species or which might damage or injure any key native tree species.

...

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 12.5.2 Information Required on the Site Features Map be amended as follows:

12.5.2 Information Required on the Site Features Map

...

- 8. The "general" location of each live oak six (6) inches dbh or greater, each Bald Cypress or Southern Magnolia six (6) inches dbh or greater, existing densely wooded areas plus any isolated hardwood trees outside of densely wooded areas which measures ten (10) inches dbh and/or pines measuring thirty (30) inches dbh or greater.

...

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 12.5.4.4. Other Construction Plans Content be amended as follows:

12.5.4.4. Other Construction Plans Content

...

- 1. Street rights-of-way plans and profiles showing the proposed locations and typical cross sections of:

...

- c. The location of proposed street trees or existing street trees proposed to be preserved, including existing live oak trees six (6) inches dbh, existing Bald Cypress or Southern Magnolia six (6) inches dbh, and other trees twenty-four (24) inches or greater in diameter or greater measured four (4) feet above the ground (dbh).

...

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

Prohibited Act	Penalty
Removal of an unprotected tree without or in violation of a permit.	\$500.00 per tree on any zoned property
Removal of protected tree without or in violation of a permit.	\$500.00 per tree
Failure to enter into Compliance Agreement	\$500.00 per tree required unless replanted within the permitted timeframe
Failure to replant following rejection of Compliance Agreement	\$500.00 per tree, with each day constituting a separate violation

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

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

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

LS 13,18 and 37

SECTION 00625
Certificate of Substantial Completion

Project: Rehabilitation of Lift Stations No. 13, 18 and 37

Owner: City of Mandeville

Owner's Contract No.: 212.24.001

Contractor: Gottfried Contracting, LLC

Engineer's Project No.: 22-021A

This [tentative] [definitive] Certificate of Substantial Completion applies to:

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

All work under the contract documents.

August 7, 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

☒ Not Amended

Owner's Amended Responsibilities:

Not Applicable

Contractor's Amended Responsibilities:

Not Applicable

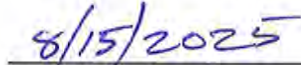
The following documents are attached to and made part of this Certificate:

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.



Executed by Engineer



Date

Accepted by Contractor

Date

Accepted by Owner

Date

Project Rehabilitation of Lift Stations No. 13, 18 and 37 Sheet All Sheets List No. 01

Location Mandeville, LA Date August 14, 2025

Inspection was conducted at above project by See Below at 8:00 o'clock this date 08/11/2025

Contractor: Gottfried Contracting, LLC	Project Mgr./Engr.: Matthew Loker, P.E.
Owner: City of Mandeville	Resident Project Rep: Clif Siverd

The inspection was conducted by: Matthew Loker (Fairway), Clif Siverd (City of Mandeville), Steven Babin (City of Mandeville), Damian Brockhoeft (Gottfried), and Billy Lee (Gottfried)

The following items are to be corrected or completed to comply with the contract documents:

Table 1: Punch List Items:

No.	Item	Value	Spec. Section	Sheet No.	Date Complete	Engr. Sign off
1	<u>Lift Station 18</u>					
	A. Construct (2) bollards with reinforced concrete slabs; (1) of each side of the control panel platform near the road	\$1872	N/A	2-C2	A.	A.
	B. Sod over sandy area	\$100	32 92 00		B.	B.
	C. Construct a trough in the valve pit to slope excess water to drain valve	\$250	03 60 00		C.	C.
	D. Cleanup remaining equipment, environmental controls and debris on site	\$500	33 05 23		D.	D.
2	<u>Lift Station 37</u>					
	A. Construct a trough in the valve pit to slope excess water to drain valve	\$250	03 60 00	3-C2	A.	A.
	B. Grout around drain pipe at the valve pit wall	\$250	03 60 00		B.	B.
	C. Add pipe supports at called out locations	\$500	40 05 07		C.	C.
	D. Confirm / adjust float elevations	\$100	43 25 06		D.	D.
	E. Construct cedar fence and gate	\$20,000	32 31 13		E.	E.
	F. Grade within the site					
	G. Remove excess materials and port-o-potty	\$250	31 30 00		F.	F.
		\$500	01 77 00		G.	G.
3	<u>General Site Note</u>					
	A. Provide contractor's redlines	\$500	01 77 00	N/A	A.	A.

*Value in the above table is based on estimated quantities noted in the field.



INTEROFFICE MEMO

TO: Alicia Watts
Elizabeth Sconzert

FROM: Alia Casborné

DATE: August 18, 2025

SUBJECT: Special Events Application Recommendations

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

Miracle League Northshore

Applicant: Trevor Johnson

Northshore Beer Festival

Date/Time: Sunday October 12, 2025 – 11:00 AM - PM- 5:00 PM

Location: Mandeville Trailhead

Approval Requests:

- *Permission to apply for ATC Permit*

Contingencies:

- *ATC Permit*

Old Mandeville Business Association (OMBA)

Applicant: Brian Cook

Widewater Music & Art Festival

Date/Time: Saturday, November 1, 2025 – 11:00 AM - 7:00 PM

Rain Date: Saturday, November 15, 2025 – 11:00 AM – 7:00 PM

Location: Mandeville Lakefront (See Attached Map)

Approval Requests:

- *Ordinance Lifted for Food and Drinks*
- *Permission to Apply for ATC Permit*

Contingencies:

- *ATC Permit*
- *Certificate of Insurance*
- *Coordination with MPD*

Our Lady of the Lake

Applicant: Charlotte King

Candlelight Blessing of Mandeville Cemetery

Date/Time: Sunday, November 3, 2025 – 7:00 PM

Location: Mandeville Cemetery

Approval Requests:

Contingencies:

- *Certificate of Insurance*
- *Coordination with the MPD*

Attachments

Northshore Beer Fest

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 Miracle League Northshore
Name of Authorized Representative Trevor Johnson Non-Profit/Tax-Exempt # 46-5626903
Mailing Address 13505 Highway 1085
City Covington State LA Zip 70433
Applicant Phone # 504-301-7614 Alt. Phone # _____
E-Mail trevor-johnson2@lmchealth.org Application Fee Paid? ☒ YES ☐ NO

Name of Event: Northshore Beer Festival
Date(s) of Event: Day Sunday Date 10/12/25 Time 7:00a - 5:00p Rain Dates(s) N/A
Event Location: Mandeville Trailhead, 675 Lafitte St., Mandeville, LA 70448
Type of Event: ☐ New ☐ Recurring
☒ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☒ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event Beer Festival to raise money 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>2</u>	
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
17	Will you need access to <u>power</u> 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: 

Printed Name: Trevor Johnson

Organization Represented: Miracle League Northshore

Office Held _____ Date 8/8/25

Please email completed application to acasborne@cityofmandeville.com.

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

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



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

☒ Fee received Date 8/8/25

Certificate of Insurance? YES ☒ NO ☐ will be updated

DEPARTMENTAL EXPENSES

INITIALS

Police Department \$ 300

KM

Fire District #4 _____

Public Works _____

TOTAL COSTS _____

Recommendation of Special Events Committee:

1 Officer @ 16 hours. \$300

Approved:

L. Clay Madden

Mayor Clay Madden

8/11/25

Date

City Council Approval

Alcohol Permit:

☐ Yes ☐ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

☐ Yes ☐ No

Date Approved: _____

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: Miracle League Northshore
2. Legal name(s): Individual, Partners, or Corporation Trevor Johnson
3. Apply for: Class "A" ☒ Class "B" ☐ / High Content ☐ Low Content ☐ / Restaurant ☐
4. Business location address 13505 Highway 1085, Covington, LA 70433
Telephone (504) 301-7614
5. Mailing address 13505 Highway 1085, Covington, LA 70433
6. Contact Person Trevor Johnson
Phone Number (504) 301-7614 E-Mail Address: trevor.johnson2@comcast.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? NO If yes, list.

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
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. Mandeville Trailhead
675 Lafitte St Mandeville, LA 70448

WOODROW STREET

LAFITTE STREET

TAMMANY TRACE

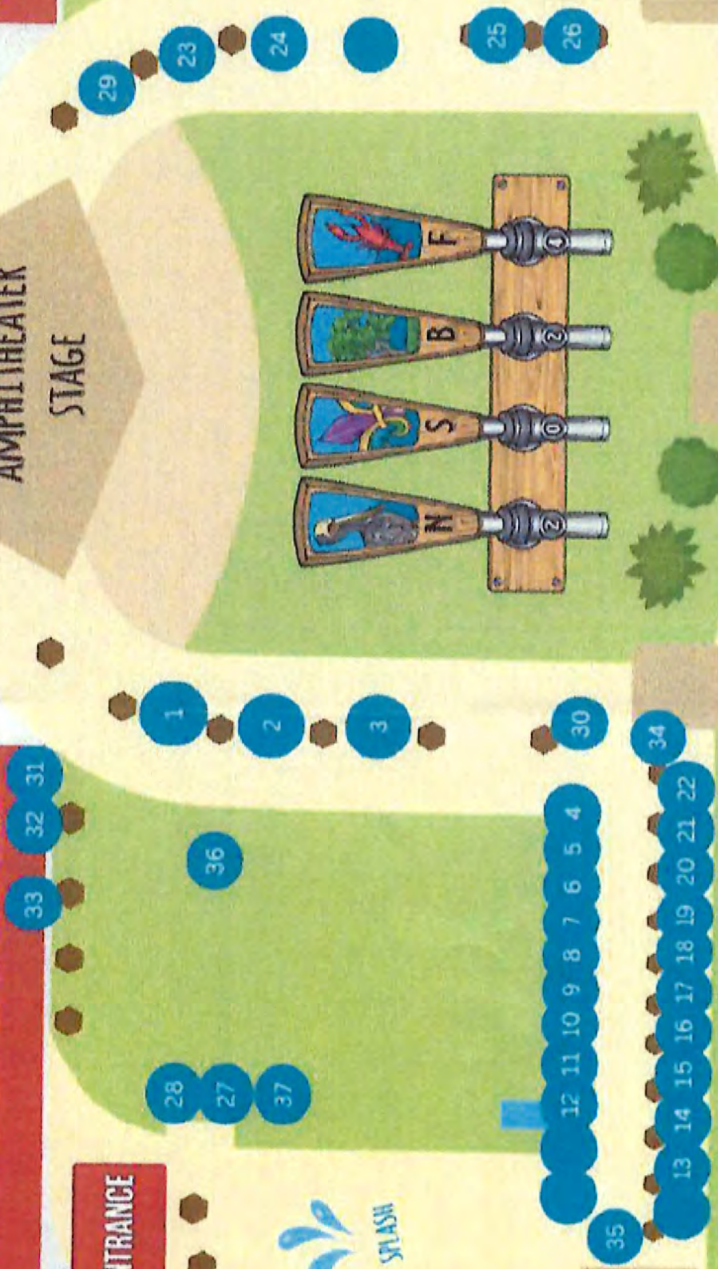
Vendor Parking

Food Trucks

ENTRANCE

AMPHITHEATER
STAGE

DEPOT



MIRACLE LEAGUE NORTHSORE
13505 HIGHWAY 1085
COVINGTON, LA 70433-6886

191

16-7015/2854

8/8/25

Date

CHECK ARMOR

Pay to the
Order of

City of Mandeville

\$ 25.00

Twenty Five and 00/100

Dollars



Photo
Safe
Deposit®
Data on back



Heritage Bank
of St. Tammany

For

Beer Festival Special Event Permit

[Signature]

MP

⑆ 265470158⑆

300001385⑈

019⑆

PRINTED NAME

INTOUCH® CUSTOM CREATIONS®

Widewater Music & Art

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 Old Mandeville Business Association

Name of Authorized Representative Brian Cook Non-Profit/Tax-Exempt # 03-0396441

Mailing Address 2013 Claiborne St

City Mandeville State LA Zip 70448

Applicant Phone # 504-655-6859 Alt. Phone # _____

E-Mail BrianCook@bankwithfidelity.com Application Fee Paid? X YES YES NO

Name of Event: Widewater Music & Art Festival

Date(s) of Event: Day 11/1/25 Date / / Time 11-7 pm Rain Dates(s) 11/10/25

Event Location: Mandeville Lakefront

☐ New

☒ Recurring

Type of Event:

☐ Fundraiser

☐ Concert

☐ Race/Run/Walk

☐ Parade

☐ Wedding

☒ Festival, Carnival or Market

☐ Other: _____

Description/Purpose of Event _____

Estimated Attendance _____

EVENT DETAILS - Check all that apply:

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: Brian Cook

Printed Name: Brian Cook

Organization Represented: OMBA

Office Held Secretary Date 7/21/25

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 7/21/25

Certificate of Insurance? YES NO To be updated

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$5760</u>	<u>KM</u>
Fire District #4	<u>—</u>	<u>—</u>
Public Works	<u>—</u>	<u>—</u>
TOTAL COSTS	<u>\$5760</u>	

Recommendation of Special Events Committee:

MPD will determine street closure times.
12 police officers 8 (traffic) + 4 (Security).
@ 65 \$ 50 for a total of 8 hours
OMBA will work with police & pick up barricades & signage.

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

Yes No Date Approved:

Waiver of Lakefront Food & Drink Ordinance:

Yes No Date Approved:

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: Widewater Festival
2. Legal name(s): Individual, Partners, or Corporation Old Mandeville Business Assoc-to-
3. Apply for: Class "A" ☒ Class "B" ☐ / High Content ☐ Low Content ☐ / Restaurant ☐
4. Business location address 635 Carroll St Mandeville LA 70440
Telephone (504) 666-5347
5. Mailing address same as above
6. Contact Person Brian Cook - Secretary
Phone Number (504) 655-6859 E-Mail Address: Brian.Cook@BankwithFidelity.com
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? No If yes, list.

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? Not yet
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? Yes
13. Is applicant the owner of the premises to be occupied? No If no, does applicant hold a bona fide written lease? No (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. N/A
15. Describe the part of the building to be occupied by business: N/A
16. Open date for this location 11/1/25
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Special Event on Mandeville Lakefront called Widewater Festival.

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 Brian Cook Title: Secretary
Signature of Preparer Brian Cook Date 7/21/25
Brian Cook

26031059

14-7053

2650

Cashier's Check

BRANCH: 16

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.

NOTICE TO CUSTOMERS

THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED


BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE

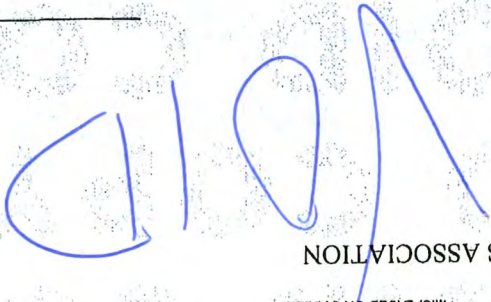
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,

MISPLACED OR STOLEN.

PO Box 5990, Metairie, LA 70009

FIDELITY BANK





REMITTER OLD MANDEVILLE BUSINESS ASSOCIATION

PAY Twenty Five Dollars AND 00/100

CITY OF MANDEVILLE

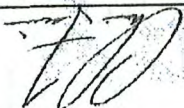
TO THE ORDER OF

PURPOSE

\$*****25.00

DATE July 21, 2025

AUTHORIZED SIGNATURE



26031059		Cashier's Check		NOTICE TO CUSTOMERS THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST. MISPLACED OR STOLEN.		DATE July 21, 2025		14-7053 2650	
26031059		Cashier's Check		NOTICE TO CUSTOMERS THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST. MISPLACED OR STOLEN.		DATE July 21, 2025		14-7053 2650	
26031059		Cashier's Check		NOTICE TO CUSTOMERS THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST. MISPLACED OR STOLEN.		DATE July 21, 2025		14-7053 2650	



Vendors
Porta Potties
Stages

Food Trucks

Candlelight Blessing of Cemetery

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Our Lady of the Lake Church
Name of Authorized Representative Charlotte King Non-Profit/Tax-Exempt # 72-0423650
Mailing Address 316 Lafitte St.
City Mandeville State LA Zip 70448
Applicant Phone # 985-630-2898 Alt. Phone # _____
E-Mail scbking@bellsouth.net Application Fee Paid? ☒ YES ☐ NO

Name of Event: Candlelight Blessing of Mandeville Cemetery
Date(s) of Event: Day Sunday Date 11 / 03 / 26 Time 7pm Rain Dates(s) NO
Event Location: _____

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

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input 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 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 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 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 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: CR King
Printed Name: Charlotte King
Organization Represented: Candlelight Blessing of Mandeville Cemetery
Office Held Committee Chair Date 8/5/2025

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 8/5/25

Certificate of Insurance? YES ☒ NO ☐

DEPARTMENTAL EXPENSES

INITIALS

Police Department TBD

KM

Fire District #4 _____

Public Works _____

TOTAL COSTS _____

Recommendation of Special Events Committee:

Approved:

L. Clay Madden

Mayor Clay Madden

8/11/25

Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

SMILE.
GOD
LOVES
YOU

CHARLOTTE R. KING
13224 RIVERLAKE DR.
COVINGTON, LA 70435
985-630-2898

1513

14-7508/2850

8-5-25

Date

CHECK ARMOR

Pay to the
Order of:

City of Mandeville

\$25.00

Twenty-Five Dollars & 00/100

Dollars



Photo
Safe
Deposit
Outside on back

OnPath
FEDERAL CREDIT UNION

Covington Branch
123 E. 32nd Street
Covington, Louisiana 70431

Mandeville Cemetery
for Candlelight Blessings

CR King

⑆ 265075087⑆ 4400064878706⑈ 1513

Harland Clarke

ISLAND BREEZES

Res 25-43

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

RESOLUTION NO. 25-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BID FOR THE ANTIBES LANE WEST DRAINAGE REPAIRS
CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH THE APPARENT LOW BIDDER, COMMAND CONSTRUCTION, LLC,
AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Mandeville advertised for bids for the Antibes Lane West Drainage Repairs Contract;
and

WHEREAS, the City received four bids for the Antibes Lane West Drainage Repairs Contract, the City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 28th day of August 2025 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$485,741.00 be accepted from Command Construction, LLC.; and

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the Mayor to execute a contract between the City of Mandeville and Command Construction, LLC. With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Alicia Watts
Council Clerk

Jason Zuckerman
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

August 18, 2025

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

Re: Antibes Lane West Drainage Repairs
Recommendation of Award
City Project No.: 700.26.004

Dear Mrs. Chadwick:

On Wednesday, August 13, 2025, four (4) bids for the above referenced project were received and read aloud in the Council Chambers. The following are the tabulated bids in an ascending order based on the corrected total base bid prices for the four (4) bids received.

<u>Contractor</u>	<u>Total Base Bid</u>
Command Construction, LLC	\$485,741.00 ⁽¹⁾
M&J Civil Construction, LLC	\$486,741.00
Redox Construction, LLC	\$746,835.00 ⁽²⁾
McDonald Construction Inc. of Slidell	\$811,443.35

(1) Command Construction, LLC is the apparent low bidder.

(2) The Red Ox bid did not indicate the correct unit price extension figures for items 20000-01, 20000-02 & 20000-03; however, the total price bid appeared correct if the unit bid prices were extended using the bid item quantities.

Based upon the above list of represented bidders, the apparent lowest responsive and responsible bidder for this project was Command Construction, LLC who is a qualified licensed contractor (LA License #40038) according to the Louisiana State Licensing Board. We have reviewed the bid documents for Command Construction, LLC and found them to be complete. Digital Engineering & Imaging, Inc. recommends the City accept the Command Construction, LLC bid and award them the project in the amount of \$485,741.00, which is approximately 15% under the engineer's estimate.

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

Sincerely,
DIGITAL ENGINEERING & IMAGING INC.

Buster Lyons...

Buster Lyons, P.E.,
Project Manager

Enclosures: Bid Tabulation

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

CERTIFIED BID TABULATION
CITY OF MANDEVILLE
ANTIBES LANE WEST DRAINAGE REPAIRS PROJECT
C.O.M. PROJECT NO.: 700.26.004
A/E PROJECT NO.: 576-2003.01
BID DATE: AUGUST 13, 2024

				M&J Civil Construction, LLC		Command Construction, LLC ⁽¹⁾		Red Ox Construction, LLC ⁽²⁾		McDonald Construction, Inc. of Slidell		A/E Estimate	
				License No. 73986		License No. 40038		License No. 70241		License No. 16378			
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
01050-01	Pre-Construction Site Condition & Video Survey	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 9,600.00	\$ 9,600.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
10020-01	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 18,000.00	\$ 18,000.00	\$ 120,000.00	\$ 120,000.00	\$ 25,000.00	\$ 25,000.00
10010-01	Temporary Erosion & Sediment Control	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,500.00	\$ 5,500.00	\$ 2,500.00	\$ 2,500.00
20000-01	Removal of Drainage Pipe (Over 30" Dia., All Materials)	55	LF	\$ 250.00	\$ 13,750.00	\$ 40.00	\$ 2,200.00	\$ 155.00	\$ 8,525.00	\$ 50.00	\$ 2,750.00	\$ 30.00	\$ 1,650.00
20000-02	Removal of Concrete Pavement	100	SY	\$ 18.00	\$ 1,800.00	\$ 40.00	\$ 4,000.00	\$ 59.00	\$ 5,900.00	\$ 40.00	\$ 4,000.00	\$ 25.00	\$ 2,500.00
20000-03	Tree Removal	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 1,500.00	\$ 3,000.00	\$ 1,333.00	\$ 2,666.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
20000-04	Selective Removal of Fencing	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,250.00	\$ 1,250.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
20010-01	Sheeting, Shoring, and Bracing	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 137,500.00	\$ 137,500.00	\$ 370,000.00	\$ 370,000.00	\$ 420,000.00	\$ 420,000.00	\$ 240,000.00	\$ 240,000.00
70010-01	36" Drain Pipe (RCP)	55	LF	\$ 850.00	\$ 46,750.00	\$ 1,750.00	\$ 96,250.00	\$ 930.00	\$ 51,150.00	\$ 400.00	\$ 22,000.00	\$ 400.00	\$ 22,000.00
70020-01	Modify Existing Catch Basin (Brick) DMH 2	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,200.00	\$ 6,200.00	\$ 4,000.00	\$ 4,000.00	\$ 6,800.00	\$ 6,800.00
70060-01	Sodding (Bermuda)	220	SY	\$ 19.00	\$ 4,180.00	\$ 15.00	\$ 3,300.00	\$ 16.00	\$ 3,520.00	\$ 24.00	\$ 5,280.00	\$ 20.00	\$ 4,400.00
70060-02	Topsoil (4" Thick)	220	SY	\$ 15.00	\$ 3,300.00	\$ 5.00	\$ 1,100.00	\$ 22.00	\$ 4,840.00	\$ 25.00	\$ 5,500.00	\$ 40.00	\$ 8,800.00
70510-01	Mobilization / Setup For CIPP Lining (36" PIPE)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 36,000.00	\$ 36,000.00	\$ 25,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00
70510-02	Cleaning and Dewatering for CIPP Lining (36" Pipe)	221	LF	\$ 14.00	\$ 3,094.00	\$ 20.00	\$ 4,420.00	\$ 63.00	\$ 13,923.00	\$ 83.75	\$ 18,508.75	\$ 100.00	\$ 22,100.00
70510-03	Video Inspection/Radial View Camera (36" Pipe)	221	LF	\$ 66.00	\$ 14,586.00	\$ 70.00	\$ 15,470.00	\$ 11.00	\$ 2,431.00	\$ 15.00	\$ 3,315.00	\$ 70.00	\$ 15,470.00
70510-04	Additional Setup for TV Inspection (36" Pipe)	1	EA	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 10,500.00	\$ 10,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
70510-05	Insertion of 12.0 MM CIPP in 36" PIPE	221	LF	\$ 250.00	\$ 55,250.00	\$ 300.00	\$ 66,300.00	\$ 528.00	\$ 116,688.00	\$ 583.25	\$ 128,898.25	\$ 140.00	\$ 30,940.00
70510-06	Additional 1.5 MM Thickness for 36" CIPP	1105	LF	\$ 45.00	\$ 49,725.00	\$ 40.00	\$ 44,200.00	\$ 68.00	\$ 75,140.00	\$ 26.87	\$ 29,691.35	\$ 110.00	\$ 121,550.00
X-001	Replacement of Wood Fencing	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00
				Base Bid:	\$ 486,636.00	Base Bid:	\$ 485,741.00	Base Bid:	\$ 746,833.00	Base Bid:	\$ 811,443.35	Base Bid:	\$ 573,710.00
Digital Engineering & Imaging Inc.													

SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner” or “City”) and
Command Construction, LLC (“Contractor”)

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work of this Contract consists of the removal & replacement of a 36” drainage line, installation of sheeting & shoring system, modification to drainage structures, CIPP lining of existing drainage lines, removal of incidental concrete paving, miscellaneous site work and other incidentals related thereto.

ARTICLE 2 – THE PROJECT

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

Antibes Lane West Drainage Repairs
City Project No. 700.26.004
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **Thirty (30)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General

Conditions within **Sixty (60)** calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor additional liquidated damages for extended Resident Inspection fees and extended Construction Administration fees. Resident Inspection fee shall not exceed \$000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. Construction Administration fee shall not exceed \$000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds not to exceed the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below:
 - A. For all Unit Price Work, an amount equal to the sum of the established unit prices (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed to complete the project in accordance with the Contract Documents up to the original contract sum of \$ 485,741.00.
 - B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No minimum contract value is guaranteed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

- I. Contractor shall be responsible for damage done to public or private property due to any act,

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 00520-9).
2. Performance bond (pages 00610-1 to 00610-2).
3. Payment bond (pages 00610-3 to 00610-5).
4. General Conditions (pages 00700-1 to 00700-60).
5. Supplementary Conditions (pages 00800-1 to 00800-13).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 4 sheets with each sheet bearing the following general title:
Antibes Lane West Drainage Repairs.
8. Addenda Nos. 1 through 3.
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

10.06 *Suspension of Work and Agreement Termination*

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

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

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

employees and subcontractors; and b) any infringement of patent rights or copyrights incident to the use in the performance of the Work of any invention, design, process, product, or device not specified in the Contract Documents. Nothing in this paragraph shall obligate Contractor to indemnify any individual or entity from and against consequences of that individual's or entity's own negligence.

10.10 *Taxes and Licenses*

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

10.11 *Entire Agreement*

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

10.12 *Independent Contractor*

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

10.13 *Non-waiver of Agreement Rights*

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

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

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

OWNER:	CONTRACTOR
<u>City of Mandeville</u>	<u>Command Construction, LLC</u>
By: _____	By: _____
Title: <u>Mayor</u>	Title: _____ (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
<u>Digital Engineering & Imaging</u>	<u>Command Construction, LLC</u>
<u>3500 U.S. 190, Suite 201</u>	<u>68445 James Street</u>
<u>Mandeville, LA 70471</u>	<u>Mandeville, LA 70471</u>
	License No.: <u>40038</u>

Sealed Bid:

Sealed Bid:

ANTIBES LANE WEST DRAINAGE REPAIRS
PROJECT NO.: 700.26.004

Bid Due Date and Time:

WEDNESDAY, August 13, 2025; 11:00 A.M.

Contractor:

Bidder's Name:

Command Construction, LLC

Address:

68445 James Street
Mandeville, LA 70471
Phone: (504) 887-8795
Email: Derek@commandindustries.com
Louisiana Contractor's License # 40038

TO:

City of Mandeville
Office of Purchasing Agent
Mandeville City Hall
3101 East Causeway Approach
Mandeville, LA 70448

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

BID FOR: Antibes Lane West Drainage Repairs
City of Mandeville Project No.
700.26.004

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Digital Engineering & Imaging, Inc. and dated: June 2025.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) #1 (7/28/25), #2 (8/6/25), #3 (8/6/25)

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Four Hundred Eighty-Five Thousand Seven Hundred Forty-one Dollars (\$ 485,741.00)
and zero cents

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

NAME OF BIDDER: Command Construction, LLC

ADDRESS OF BIDDER: 68445 James Street, Mandeville, LA 70471

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 40038

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Derek J. Commander

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Managing Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:** 

DATE: 8/13/2025

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)5.

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448
(Owner to provide name and address of owner)

BID FOR: Antibes Lane West Drainage Repairs
City Project No. 700.26.004
(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.
Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Pre-Construction Site Condition & Video Survey				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
01050-01	1	LUMP SUM	7,500.00	7,500.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Mobilization				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
10020-01	1	LUMP SUM	50,000.00	50,000.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Temporary Erosion & Sediment Control				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
10010-01	1	LUMP SUM	15,000.00	15,000.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Removal of Drainage Pipe (Over 30" Dia., All Materials)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
20000-01	55	LNFT	40.00	2,200.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Removal of Concrete Pavement				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
20000-02	100	SQYD	40.00	4,000.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Tree Removal				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
20000-03	2	EACH	1,500.00	3,000.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Selective Removal of Fencing				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
20000-04	1	LUMP SUM	500.00	500.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Sheeting, Shoring, and Bracing				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
20010-01	1	LUMP SUM	137,500.00	137,500.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ 36" Drain Pipe (RCP)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70010-01	55	LNFT	1,750.00	96,250.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Modify Existing Drainage Structure (Brick) (DMH 2)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70020-01	1	EACH	5,000.00	5,000.00	

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: City of Mandeville

3101 E. Causeway Approach

Mandeville, LA 70448

(Owner to provide name and address of owner)

BID FOR: Antibes Lane West Drainage Repairs

City Project No. 700.26.004

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.

Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Sodding (Bermuda)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70060-01	220	SQYD	15.00	3,300.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Topsoil (4" Thick)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70060-02	220	SQYD	5.00	1,100.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Mobilization / Setup For CIPP Lining (36" PIPE)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70510-01	1	LUMP SUM	20,000.00	20,000.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Cleaning and Dewatering for CIPP Lining (36" Pipe)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70510-02	221	LNFT	20.00	4,420.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Video Inspection/Radial View Camera (36" Pipe)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70510-03	221	LNFT	70.00	15,470.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Additional Setup for TV Inspection (36" Pipe)				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70510-04	1	EACH	1.00	1.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Insertion of 12.0 MM CIPP in 36" Pipe				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70510-05	221	LNFT	300.00	66,300.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Additional 1.5 MM Thickness for 36" CIPP				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
70510-06	1105	LNFT	40.00	44,200.00	

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #__ Replacement of Wood Fencing				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
X-001	1	LUMP SUM	10,000.00	10,000.00	

Wording for "DESCRIPTION" is to be provided by the Owner

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

SECTION 00410

BID BOND FORM
FOR

Mandeville Antibes Lane West Drainage Improvements

Date: 8/13/2025

KNOW ALL MEN BY THESE PRESENTS:

That Command Construction, LLC of Mandeville, LA,
as Principal, and The Gray Casualty & Surety Company, as Surety,
are held and firmly bound unto the City of Mandeville (Obligee), in the
full and just sum of 5% of the price bid, lawful money of the United States, for payment of which sum,
well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial
Management Service list of approved bonding companies as approved for an amount equal to or greater
that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance
company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety
qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders'
surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this
Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power
of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith
submitting its proposal to the Obligee on a Contract for:

Mandeville Antibes Lane West Drainage Improvements

Project No. 700.26.004

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall,
within such time as may be specified, enter into the Contract in writing and give a good and sufficient
bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the
Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Command Construction, LLC

PRINCIPAL (BIDDER)

BY:

AUTHORIZED OFFICER-OWNER-PARTNER

Derek J. Commander / Managing member

The Gray Casualty & Surety Company

SURETY

BY:

AGENT OR ATTORNEY-IN-FACT (SEAL)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: Command Construction, LLC
Obligee: City of Mandeville

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jordan Carter

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of August, 2025.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 13th day of August, 2025.

Leigh Anne Henican



**RESOLUTION OF THE MEMBERS
OF
COMMAND CONSTRUCTION, L.L.C.**

The undersigned, being all the members of Command Construction, L.L.C., a Louisiana limited liability company (the "Company") pursuant to the resolutions in the Company's Unanimous Consent Agreement, hereby adopt the following resolution:

RESOLVED, that the following persons shall serve in the positions set forth opposite their names, and that such positions shall have the authority to sign bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract on behalf of the Company.

Member	Cory J. Commander
Operations Manager	Christian Commander
Managing Member	Derek J. Commander

The foregoing Resolution was adopted on June 20, 2024.

Derek J. Commander
68445 James Street
Mandeville, LA 70471


Derek J. Commander, Managing Member

Cory J. Commander
68445 James Street
Mandeville, LA 70471


Cory J. Commander, Member

Christian Commander
68445 James Street
Mandeville, LA 70471


Christian Commander, Operations Manager

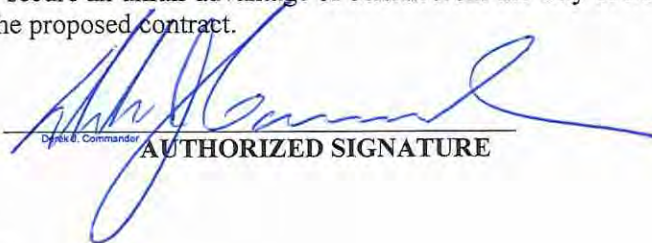
SECTION 00480 – AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED
Derek J. Commander, WHO AFTER BEING BY ME DULY
SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Managing Member
OF Command Construction, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE
PARTY WHO SUBMITTED A BID FOR Antibes Lane West Drainage Repairs, BID
NO. 700.26.004
AND SAID AFFIANT FURTHER SAID:

- 1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- 2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- 3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- 4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- 5) Said bidder is not intended to secure an unfair advantage of benefit from the City of Mandeville or in favor of any person interested in the proposed contract.


Derek J. Commander
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th
DAY OF August, 2025

NOTARY PUBLIC



NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Derek J. Commander, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORISED Managing Member OF Command Construction, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Antibes Lane West Drainage Repairs, BID NO. 700.26.004 AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.


AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th
DAY OF August, 2025


NOTARY PUBLIC



CRAIG J. ROBICHAUX
Notary Public
Notary ID No. 9832
St. Tammany Parish, Louisiana

SECTION 00480 – MANDEVILLE CODE OF CONDUCT

A. POLICY STATEMENT.

The citizens of the City of Mandeville rightfully expect elected municipal officials, unclassified employees and appointed personnel to adhere to the highest standards of professional and ethical conduct in the performance of their duties and responsibilities. The City of Mandeville Personnel Policies and Police Standard Operating Procedures Manual specifies the conduct of the classified civil service employee so that this code does not apply to this class of city employees. This code applies to the following persons:

1. Elected municipal officials of the City of Mandeville.
2. Unclassified employees of the City of Mandeville.
3. Persons appointed or elected to the various boards and commissions of the City of Mandeville.
4. Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

While this document in and of itself is not punitive in nature, it complements the existing laws incorporated in the Louisiana State Code of Ethics and other existing policies that cover persons employed by the City of Mandeville. All elected municipal officials, unclassified employees and appointed personnel of the city in whatever capacity should know that infractions of this Code of Conduct may also be violations prohibited by state ethical rules and regulations which do carry punitive provisions.

Every person covered by this Code has a unique position of trust in the community and, therefore, assumes a special responsibility to act with the highest standards of honesty, fidelity and fairness. Said persons should conduct themselves in a manner that merits public trust and confidence.

B. PURPOSE OF THIS POLICY.

Section 7-02 of the City Charter for the City of Mandeville provides that "All officers and employees of the city government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of the persons covered by this code which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for the city to successfully project the best image possible.

C. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED, UNCLASSIFIED EMPLOYEES AND APPOINTED PERSONNEL.

All persons in each category as defined by the above title shall sign a copy of this Code of Conduct thereby acknowledging that they have received a copy and understand that it is therefore their responsibility to comply with this Code of Conduct and any revisions to it as follows:

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of the city and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.
2. Accept the responsibility that any improper conduct can reflect negatively on the public image of the city and bring embarrassment and discontent to the citizens of the city. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct except Contractors. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected municipal officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code, except Contractors, shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.
4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to the City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning the City, City personnel or proceedings of the City.

D. CONTRACTORS.

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of

official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official act or decision or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

That all Contractors shall sign an affidavit in the form attached hereto as Attachment A as a condition of their contract with the City of Mandeville.

E. COMPLAINTS.

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to the City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. If such complaint alleges ethical violations, then the City Attorney shall recommend to the person making the complaint that he or she forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to: Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

ATTACHMENT "A"
CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared: Derek J. Commander ;
if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that
the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of
Command Construction, LLC and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana
Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City of
Mandeville, and

That, Command Construction, LLC will conform to the provisions in the Code of Environmental Ethics and the
Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana, and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the
contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there shall
be a statement in every subcontract to that effect.

WITNESSES:

Mark Simon

Mark Simon
Sworn to and subscribed
before me this 13th day
of August, 2025.

Notary Public



CONTRACTOR:

Command Construction, LLC

By:

Derek J. Commander
Derek J. Commander / Managing Member

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED
Derek J. Commander, WHO AFTER BEING BY ME DULY
SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Managing Member
OF Command Construction, LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE
PARTY WHO SUBMITTED A BID FOR Antibes Lane West Drainage Repairs, BID
NO. 700.26.004
AND SAID AFFIANT FURTHER SAID:

Pursuant to La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilized the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.


I HEREBY ATTEST THAT THE BIDDER

1. Is registered with and participates in the status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the State of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.


Derek J. Commander
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th
DAY OF August, 2025


NOTARY PUBLIC

 **CRAIG J. ROBICHAUX**
Notary Public
Notary ID No. 9832
St. Tammany Parish, Louisiana

Res 25-44

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

RESOLUTION NO. 25-44

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BID FOR THE HIGHWAY 22 DRAINAGE IMPROVEMENTS
CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH THE APPARENT LOW BIDDER, RICHARD PRICE CONTRACTING
CO., LLC, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Mandeville advertised for bids for the Highway 22 Drainage Improvements Contract;
and

WHEREAS, the City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS, Kyle Associates, LLC, has reviewed the bids on the above referenced project. The lowest bid of the responsive bids was Richard Price Contracting Co., LLC. Based upon the Revised Statutes under which the City operates, Kyle Associates, LLC recommends awarding the contract to Richard Price Contracting Co., LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 28th day of August 2025 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$9,849,455.30 be accepted from Richard Price Contracting Co., LLC.; and

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the Mayor to execute a contract between the City of Mandeville and Richard Price Contracting Co., LLC. With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Alicia Watts
Council Clerk

Jason Zuckerman
Council Chairman



August 15, 2025

Mr. Keith J. LaGrange, Jr., P.E.
Director - Department of Public Works
City of Mandeville
1100 Mandeville High Blvd.
Mandeville, LA 70471
Email : klagrange@cityofmandeville.com

**Re: LA 22 Drainage Improvements
City of Mandeville Project No. 700.21.004
FPC Control No. 50-MH8-21-01
Kyle Associates Project No. 21045**

Dear Mr. LaGrange:

Bids for the referenced project were opened on Tuesday, August 12, 2025, at 11:00 a.m. Please find attached the certified bid tabulation from this bid opening. We have reviewed the bid packages and find Richard Price Contracting Co., LLC to be the lowest responsible, responsive bidder with a bid of \$9,849,455.30 based on the withdrawal of the bid from Triumph Construction, LLC per the attached bid withdrawal letter.

The bid from Richard Price Contracting Co., LLC was approximately \$3.4M lower than the Opinion of Probable Construction Cost of \$13,260,810 (estimate prior to bid form revisions) and is well within the established budget for the project. We therefore recommend the City award the contract to Richard Price Contracting Co., LLC in the amount of Nine Million Eight Hundred Forty-Nine Thousand Four Hundred Fifty-Five Dollars and Thirty Cents (\$9,849,455.30).

If you have any questions, do not hesitate to contact this office.

Sincerely,

James E. Powell, Jr., P.E., P.L.S.
Sr. Vice President – Engineering Operations

attachments

LA 22 Drainage Improvements Project
Mandeville, LA
COM Project No. 700.21.004
FPC Control No. 50-MH8-21-01
KA Project No. 21045

Bid Opening:
 Tuesday, August 12, 2025 at 11:00 AM

Item					Engineer's Estimate	Triumph Construction, LLC *		Richard Price Contracting Co., LLC		Barriere Construction Co., L.L.C.		Hard Rock Construction, L.L.C.		LA Contracting Enterprise, LLC		Command Construction, LLC		RNGD Infrastructure LLC		Kort's Construction Services, Inc		B&K Construction Company, LLC	
Item No.	Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
201-01-00100	CLEARING AND GRUBBING	0.3	AC	\$10,000.00	\$3,000.00																		
202-02-00050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.0	LUMP SUM	\$33,000.00	\$33,000.00																		
202-02-02000	REMOVAL OF ASPHALT DRIVES	296.0	SY	\$24.00	\$7,104.00																		
202-02-02020	REMOVAL OF ASPHALT PAVEMENT	15.0	SY	\$15.00	\$225.00																		
202-02-06040	REMOVAL OF CONCRETE BOX HEADWALL	5.0	EACH	\$5,000.00	\$25,000.00																		
202-02-06060	REMOVAL OF CONCRETE CATCH BASIN	22.0	EACH	\$1,200.00	\$26,400.00																		
202-02-06100	REMOVAL OF CONCRETE WALKS AND DRIVES	3,766.9	SY	\$28.00	\$105,473.20																		
202-02-06140	REMOVAL OF CURBS (CONC.)	831.0	LF	\$17.00	\$14,127.00																		
202-02-12020	REMOVAL OF FENCE (CHAIN LINK)	2,442.0	LF	\$13.00	\$31,746.00																		
202-02-32140	REMOVAL OF PIPE (STORM DRAIN)	2,347.0	LF	\$30.00	\$70,410.00																		
203-03-00100	EMBANKMENT	1,380.0	CY	\$40.00	\$55,200.00																		
204-04-00100	TEMPORARY SEDIMENT BASINS	113.0	EACH	\$550.00	\$62,150.00																		
402-01-00100	TRAFFIC MAINTENANCE SURFACING (AGGREGATE)(VEHICULAR MEASUREMENT)	703.0	CY	\$150.00	\$105,450.00																		
502-01-00200	ASPHALT CONCRETE, DRIVES, TURNOUTS, AND MISCELLANEOUS	85.0	TON	\$200.00	\$17,000.00																		
701-03-01042	STORM DRAIN PIPE (24" RCP/RPVC)	612.0	LF	\$230.00	\$140,760.00																		
701-03-01062	STORM DRAIN PIPE (30" RCP/RPVC)	289.0	LF	\$215.00	\$62,135.00																		
701-03-01082	STORM DRAIN PIPE (36" RCP/RPVC)	1,271.0	LF	\$340.00	\$432,140.00																		
701-03-01092	STORM DRAIN PIPE (42" RCP/RPVC)	202.0	LF	\$990.00	\$78,780.00																		
701-03-01102	STORM DRAIN PIPE (48" RCP/RPVC)	2,694.0	LF	\$410.00	\$1,104,540.00																		
701-03-01140	STORM DRAIN PIPE (60" RCP)	53.0	LF	\$750.00	\$39,750.00																		
701-03-01160	STORM DRAIN PIPE (72" RCP)	4,374.0	LF	\$1,000.00	\$4,374,000.00																		
701-04-02140	STORM DRAIN PIPE ARCH (54" EQUIV. RCPA)	380.0	LF	\$900.00	\$342,000.00																		
701-04-02160	STORM DRAIN PIPE ARCH (60" EQUIV. RCPA)	751.0	LF	\$985.00	\$739,735.00																		
701-04-2180	STORM DRAIN PIPE ARCH (72" EQUIV. RCPA)	813.0	LF	\$870.00	\$707,310.00																		
701-05-01001	SIDE DRAIN PIPE (12" RCP/RPVC/CPEPDW/CMP)	5.0	LF	\$48.00	\$240.00																		
701-05-01022	SIDE DRAIN PIPE (15" RCP/RPVC/CPEPDW/CMP)	18.0	LF	\$125.00	\$2,250.00																		
701-07-00300	YARD DRAIN PIPE (8")	12.0	LF	\$70.00	\$840.00																		
701-10-01060	REINFORCED CONCRETE PIPE (EXTENSION)(24")	24.0	LF	\$420.00	\$10,080.00																		
701-12-01060	CORRUGATED METAL PIPE (EXTENSION)(24")	21.0	LF	\$350.00	\$7,350.00																		
701-14-00100	CLEANING EXISTING PIPES	460.0	LF	\$25.00	\$11,500.00																		
701-15-00100	CONCRETE COLLAR	5.0	EACH	\$2,000.00	\$10,000.00																		
701-16-01000	PLASTIC PIPE (EXTENSION)(12" CP)	2.0	LF	\$150.00	\$300.00																		
701-16-01040	PLASTIC PIPE (EXTENSION)(18" CP)	18.0	LF	\$260.00	\$4,680.00																		
701-17-00100	TRENCH EXCAVATION SAFETY PROTECTION (>5')	5,850.0	LF	\$16.00	\$93,600.00																		
702-02-00200	MANHOLES (R-CB-11)	2.0	EACH	\$6,100.00	\$12,200.00																		
702-03-00100	CATCH BASINS (CB-01)	32.0	EACH	\$7,300.00	\$233,600.00																		
702-03-01100	CATCH BASINS (CB-S002)	5.0	EACH	\$12,000.00	\$60,000.00																		
702-03-00200	CATCH BASINS (CB-02)	74.0	EACH	\$9,100.00	\$673,400.00																		
702-08-00300	SIDE DRAIN SAFETY END (TYPE 3)	1.0	EACH	\$15,000.00	\$15,000.00																		
706-01-00100	CONCRETE WALK (4" THICK)	6.0	SY	\$90.00	\$540.00																		
706-01-00300	CONCRETE WALK (6" THICK)	1,557.4	SY	\$168.00	\$261,643.20																		
706-02-00300	CONCRETE DRIVE (8" THICK)	3,028.0	SY	\$158.00	\$478,424.00																		
707-01-00100	CONCRETE CURB	831.0	LF	\$23.00	\$19,113.00																		
710-01-00100	FLOWABLE FILL	12,040.0	CY	\$37.00	\$444,820.00																		
713-01-00100	TEMPORARY SIGNS & BARRICADES	1.0	LUMP SUM	\$157,500.00	\$157,500.00																		
726-01-00100	BEDDING MATERIAL	1,866.0	CY	\$137.00	\$255,642.00																		
727-01-00100	MOBILIZATION	1.0	LUMP SUM	\$656,250.00	\$656,250.00																		
728-01-00800	JACKED OR BORED PIPE (16")	150.0	LF	\$995.00	\$149,250.00																		
728-01-01350	JACKED OR BORED PIPE (48" CPPPDW/CPPTTW)	308.0	LF	\$2,800.00	\$862,400.00																		
728-01-01500	JACKED OR BORED PIPE (60" CPPPDW/CPPTTW)	119.0	LF	\$3,150.00	\$374,850.00																		
729-01-00103	SIGN (TYPE A)(RELOCATE)	11.0	EACH	\$61.00	\$671.00																		
731-02-00100	REFLECTORIZED RAISED PAVEMENT MARKER	2.0	EACH	\$9.00	\$18.00																		
732-01-00100	PLASTIC PAVEMENT STRIPING (4" WIDTH)(THERMOPLASTIC 90 MIL)	145.0	LF	\$4.00	\$580.00																		
739-01-00100	HYDRO-SEEDING	7.4	AC	\$3,800.00	\$28,120.00																		
740-01-00100	CONSTRUCTION LAYOUT	1.0	LUMP SUM	\$26,250.00	\$26,250.00																		
740-02-00100	UTILITY OVERSIGHT & COORDINATION	1.0	LUMP SUM	\$50,000.00	\$50,000.00																		
741-01-01040	WATER MAIN (2" PVC)	36.0	LF	\$40.00	\$1,440.00																		
741-01-01080	WATER MAIN (6" PVC)	36.0	LF	\$130.00	\$4,680.00																		
741-01-01100	WATER MAIN (8" PVC)	120.0	LF	\$180.00	\$21,600.00																		
741-01-01160	WATER MAIN (16" PVC)	680.0	LF	\$230.00	\$156,400.00																		
741-11-00100	ADJUSTING WATER VALVE	1.0	EACH	\$1,200.00	\$1,200.00																		
741-21-00800	GATE VALVE (16")	2.0	EACH	\$31,500.00	\$63,000.00																		
741-30-00100	ADJUST SERVICE CONNECTIONS (20" OR LESS)	1.0	EACH	\$3,300.00	\$3,300.00																		



Richelle N. Moore
Direct: 225-282-0672
Email: rmoore@dunlapfiore.com

August 13, 2025

Via Email and US Mail

City of Mandeville
Office of the Purchasing Agent
City Hall, Mandeville, Louisiana
3101 East Causeway Approach
Mandeville, LA 70448
Attn. RuthAnn Chadwick
rchadwick@cityofmandeville.com

Kyle Associates, LLC (Engineer of Record)
638 Village Lane North
Mandeville, LA 70471
Attn. Eddie Powell
epowell@kyleassociates.net

Re: LA 22 DRAINAGE IMPROVEMENTS PROJECT, PROJECT NO. 700.21.004
Bid Withdrawal (La. R.S. 38:2214 (C))
Bidder: Triumph Construction, LLC

Dear Ms. Chadwick and Mr. Powell:

In accordance with La. R.S. 38:2214 (C), please consider this letter as notice of bid withdrawal by Triumph Construction, LLC (“Triumph”) relative to the above-referenced Project (“Project”).


On August 12, 2025, the City of Mandeville opened bids for this Project, and Triumph was notified that it was the apparent low bidder for this Project. Immediately thereafter, during its review of the submitted bid, Triumph discovered a mathematical/clerical error in at least one line item in its bid.

Triumph submitted a bid for this Project in good faith, with no prior knowledge of the error in its bid submission, therefore, in accordance with La. R.S. 38:2214 (C), Triumph hereby confirms that the aforementioned error was unintentional, and unknown at the time of bid submission. Accordingly, Triumph respectfully requests that its bid be withdrawn and that any bid security be returned to Triumph.

Triumph deeply regrets the error on its bid for this Project and continues to look forward to doing other work with the City of Mandeville in the future. Should you have any questions or need

any further information, please contact me at rmoore@dunlapfiore.com or by phone, direct dial, at 225-282-0672.

Respectfully,



Richelle N. Moore

Enclosure: Verification

cc: Patrick Rowe, Triumph Construction, LLC (prowe@tcbr1.com)
Jason Atkins, Triumph Construction LLC (jason@tcbr1.com)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

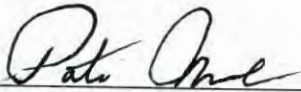
VERIFICATION

Before me, the undersigned Notary Public, duly qualified and commissioned in the Parish of East Baton Rouge, State of Louisiana, personally came and appeared:

PATRICK ROWE

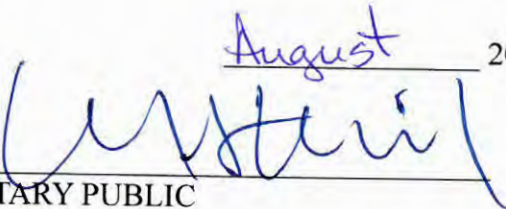
who, after being duly sworn, did depose and state as follows:

I am the Chief Executive Officer of Triumph Construction, LLC and I am authorized to sign this verification on behalf of myself and Triumph Construction, LLC. I have read the foregoing Letter to Withdraw Bid for the City of Mandeville, LA 22 DRAINAGE IMPROVEMENTS PROJECT, PROJECT NO. 700.21.004, and to the best of my knowledge, information and belief, the facts and circumstances as stated in the foregoing, are true and correct.



Patrick Rowe
CEO, Triumph Construction, LLC

SWORN TO AND SUBSCRIBED before me, Notary Public, this 15th day of August 2025, in Baton Rouge, Louisiana.



NOTARY PUBLIC

Name:

Mark D Miley

MARK D. MILEY
NOTARY PUBLIC LSBA# 27576
MY COMMISSION IS FOR LIFE

Bar Roll/Notary Number:

27576

My Commission Expires:

at death

LOUISIANA UNIFORM PUBLIC WORK BID FORM

To: City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

(Owner to provide name and address of owner)

BID FOR: LA 22 DRAINAGE IMPROVEMENTS
PROJECT, Project No:700.21.004
AE Project No : 21045
REVISED JULY 31, 2025

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Kyle Associates, LLC, and dated: May 30, 2025
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1, 2, 3, 4, 5

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Nine Million Eight Hundred Forty Nine Thousand Four Hundred Fifty Five and 30/100 _____ Dollars (\$ 9,849,455.30)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A _____ Dollars (\$ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A _____ Dollars (\$ N/A)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A _____ Dollars (\$ N/A)

NAME OF BIDDER: Richard Price Contracting Co., LLC

ADDRESS OF BIDDER: 25509 Walker South Road
Denham Springs, LA 70726

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 14807

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Richard E. Price

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Manager

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: *Richard E. Price*

DATE: August 12, 2025

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of Mandeville
 3101 E. Causeway Approach
 Mandeville, LA 70448

(Owner to provide name and address of owner)

BID FOR: LA 22 Drainage Improvements Project
 Project No .700.21.004
 AE Project No .21045
 REVISD JULY 31, 2025

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CLEARING AND GRUBBING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
201-01-00100	0.3	AC	\$350,000.00	\$105,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF STRUCTURES AND OBSTRUCTIONS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-00050	1	LS	\$170,000.00	\$170,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF ASPHALT DRIVES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-02000	296.0	SQ YD	\$15.00	\$4,440.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF ASPHALT PAVEMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-02020	15.0	SQ YD	\$50.00	\$750.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ REMOVAL OF CONCRETE BOX HEADWALL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-06040	5	EA	\$1,400.00	\$7,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF CONCRETE CATCH BASIN			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-06060	22	EA	\$1,100.00	\$24,200.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF CONCRETE WALKS AND DRIVES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-06100	3,766.9	SQ YD	\$14.00	\$52,736.60

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF CURBS (CONC.)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-06140	831.0	LF	\$14.00	\$11,634.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF FENCE (CHAIN LINK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-12020	2,442.0	LF	\$9.00	\$21,978.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REMOVAL OF PIPE (STORM DRAIN)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-32140	2,347.0	LF	\$30.00	\$70,410.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ EMBANKMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
203-03-00100	1,380.0	CU YD	\$15.00	\$20,700.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ TEMPORARY SEDIMENT BASINS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
204-04-00100	113	EA	\$500.00	\$56,500.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ TRAFFIC MAINTENANCE SURFACING (AGGREGATE)(VEHICULAR MEASUREMENT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
402-01-00100	703.0	CU YD	\$80.00	\$56,240.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ ASPHALT CONCRETE, DRIVES, TURNOUTS AND MISCELLANEOUS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
502-01-00200	85.0	TON	\$470.00	\$39,950.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE (24" RCP/RPVCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01042	612.0	LF	\$122.00	\$74,664.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE (30" RCP/RPVCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01062	289.0	LF	\$153.00	\$44,217.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE (36" RCP/RPVCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01082	1,271.0	LF	\$190.00	\$241,490.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE (42" RCP/RPVCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01092	202.0	LF	\$251.00	\$50,702.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE (48" RCP/RPVCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01102	2,694.0	LF	\$278.00	\$748,932.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE (60" RCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01140	53.0	LF	\$441.00	\$23,373.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE (72" RCP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-03-01160	4,374.0	LF	\$557.00	\$2,436,318.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE ARCH (54" EQUIV. RCPA)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-04-02140	380.0	LF	\$393.00	\$149,340.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE ARCH (60" EQUIV. RCPA)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-04-02160	751.0	LF	\$459.00	\$344,709.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ STORM DRAIN PIPE ARCH (72" EQUIV. RCPA)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-04-02180	813.0	LF	\$566.00	\$460,158.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ SIDE DRAIN PIPE (12" RCP/RPVCP/CPEPDW/CMP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-05-01001	5.0	LF	\$140.00	\$700.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ SIDE DRAIN PIPE (15" RCP/RPVCP/CMP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-05-01022	18.0	LF	\$120.00	\$2,160.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ YARD DRAIN PIPE (8")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-07-00300	12.0	LF	\$75.00	\$900.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REINFORCED CONCRETE PIPE ((EXTENSION)(24"))			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-10-01060	24.0	LF	\$120.00	\$2,880.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CORRUGATED METAL PIPE (EXTENSION)(24")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-12-01060	21.0	LF	\$150.00	\$3,150.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CLEANING EXISTING PIPES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-14-00100	460.0	LF	\$23.00	\$10,580.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CONCRETE COLLAR			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-15-00100	5.0	EA	\$700.00	\$3,500.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ PLASTIC PIPE (EXTENSION)(12" CPP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-16-01000	2.0	LF	\$400.0	\$800.0
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ PLASTIC PIPE (EXTENSION)(18" CPP)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-16-01040	18.0	LF	\$100.00	\$1,800.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ TRENCH EXCAVATION SAFETY PROTECTION (>5')			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
701-17-00100	5,850.0	LF	\$13.00	\$76,050.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ MANHOLES (R-CB-II)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-02-00200	2.0	EA	\$7,100.00	\$14,200.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CATCH BASINS (CB-01)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-03-00100	32.0	EA	\$5,725.00	\$183,200.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CATCH BASINS (CB-SD02)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-03-01100	5.0	EA	\$8,000.00	\$40,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ CATCH BASINS (CB-02)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-03-00200	74.0	EA	\$8,600.00	\$636,400.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ SIDE DRAIN SAFETY END (TYPE 3)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
702-08-00300	1.0	EA	\$17,000.00	\$17,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ CONCRETE WALK (4" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
706-01-00100	6.0	SQ YD	\$125.00	\$750.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CONCRETE WALK (6" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
706-01-00300	1,557.4	SQ YD	\$90.00	\$140,166.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CONCRETE DRIVE (8" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
706-02-00300	3,028.0	SQ YD	\$110.00	\$333,080.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CONCRETE CURB			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
707-01-00100	831.0	LF	\$19.00	\$15,789.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ FLOWABLE FILL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
710-01-00100	126.0	CU YD	\$230.00	\$28,980.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ TEMPORARY SIGNS & BARRICADES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
713-01-00100	1.0	LS	\$50,000.00	\$50,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ BEDDING MATERIAL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
726-01-00100	1,866.00	CU YD	\$65.00	\$121,290.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
727-01-00100	1.0	LS	\$140,000.00	\$140,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ JACKED OR BORED PIPE (16")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
728-01-00800	150.0	LF	\$1,525.00	\$228,750.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ JACKED OR BORED PIPE (48" CPPPDW/CPPTW)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
728-01-01350	308.0	LF	\$3,500.00	\$1,078,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ JACKED OR BORED PIPE (60" CPPPDW/CPPTW)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
728-01-01500	119.0	LF	\$5,500.00	\$654,500.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ SIGN (TYPE A)(RELOCATE)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
729-01-00103	11.0	EA	\$500.00	\$5,500.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ REFLECTORIZED RAISED PAVEMENT MARKER			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
731-02-00100	2.0	EA	\$29.00	\$58.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ PLASTIC PAVEMENT STRIPING (4" WIDTH)(THERMOPLASTIC 90 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
732-01-01000	145.0	LF	\$23.50	\$3,407.50
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ HYDRO-SEEDING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
739-01-00100	7.4	AC	\$4,400.00	\$32,560.000
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ CONSTRUCTION LAYOUT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
740-01-00100	1.0	LS	\$80,000.00	\$80,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ UTILITY OVERSIGHT & COORDINATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
740-02-00100	1.0	LS	\$50,000	\$50,000
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ WATER MAIN (2" PVC)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
741-01-01040	36.0	LF	\$35.00	\$1,260.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ WATER MAIN (6" PVC)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
741-01-01080	36.0	LF	\$140.00	\$5,040.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ WATER MAIN (8" PVC)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
741-01-01100	120.0	LF	\$147.00	\$17,640.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ WATER MAIN (16" PVC)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
741-01-01160	680.0	LF	\$215.00	\$146,200.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ ADJUSTING WATER VALVE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
741-11-00100	1.0	EA	\$500.00	\$500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ GATE VALVE (16")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
741-21-00800	2.0	EA	\$19,000.00	\$38,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ ADJUST SERVICE CONNECTIONS (20' OR LESS)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
741-33-00100	1.0	EA	\$1,000.00	\$1,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# ____ WATER CONTROL SYSTEM (WELL POINT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
817-04-00100	1.0	LS	\$200,000	\$200,000

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ TREE & STUMP REMOVAL (<=36" DIAMETER)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
NS-201-00001	55.0	EA	\$1,700.00	\$93,500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ SAW CUTTING ASPHALT CONCRETE PAVEMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
NS-500-00340	470.0	IN LF	\$1.00	\$470.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ SAW CUTTING PORTLAND CEMENT CONCRETE PAVEMENT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
NS-600-00220	7,352.0	IN LF	\$1.10	\$8,087.20

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ POLYMER CHAIN LINK FENCE (5-FOOT HEIGHT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
NS-705-00006	2,442.0	LF	\$23.00	\$56,166.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ EXPLORATORY EXCAVATIONS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
S-001	80	EA	\$1,200.00	\$96,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ FIRE HYDRANT ASSEMBLY			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
TS-741-00100	1.0	EA	\$14,000.00	\$14,000.00

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

SECTION 00410

BID BOND FORM
FOR

LA 22 DRAINAGE IMPROVEMENTS PROJECT

Date: August 05, 2025

KNOW ALL MEN BY THESE PRESENTS:

That Richard Price Contracting Co., LLC of Denham Springs, Louisiana, as Principal, and Nationwide Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Mandeville (Obligee), in the full and just sum of 5% of the price bid, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

LA 22 DRAINAGE IMPROVEMENTS PROJECT
Project No. 700.21.004

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

RICHARD PRICE CONTRACTING CO. LLC
PRINCIPAL (BIDDER)

NATIONWIDE MUTUAL INSURANCE COMPANY
SURETY

BY: Richard E. Price
AUTHORIZED OFFICER-OWNER-PARTNER
RICHARD E. PRICE, MANAGER

BY: Cathy P. Grace
AGENT OR ATTORNEY-IN-FACT (SEAL)
CATHY P. GRACE, ATTORNEY-IN-FACT &
LOUISIANA RESIDENT AGENT

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRAD M GRACE; CATHY P GRACE;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

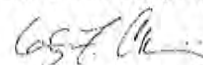
Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 5th day of

August 2025


Assistant Secretary

RESOLUTION

EXERT FROM MINUTES OF THE MEETING OF THE MEMBERS OF RICHARD PRICE CONTRACTING CO., LLC

DECEMBER 1, 2000

“BE IT RESOLVED”, that Richard E. Price, Manager, of Richard Price Contracting Co., LLC is here by appointed, constituted and designated as agent and attorney-in-fact of the organization with full power and authority to act on behalf of this organization in all negotiations, bidding, concerns and transactions including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this meeting of the members hereby ratifying, approving, confirming, and accepting each and every such act performed by said agent and attorney-in-fact.

CERTIFICATE

I, Tracy Price, Secretary of Richard Price Contracting Co., LLC certify the above and foregoing to be a true and correct copy of the minutes of the meeting of the members, duly and legally called, convened and held at Denham Springs, Louisiana on December 1, 2000, where at a quorum of members were present and that same has not been revoked or rescinded.

Witness my signature at Denham Springs, Louisiana, on this 12th of August 2025.



Tracy Price, Secretary
Richard Price Contracting Co., LLC

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
RICHARD PRICE CONTRACTING CO., LLC	Limited Liability Company	DENHAM SPRINGS	Active

Previous Names

Business: RICHARD PRICE CONTRACTING CO., LLC

Charter Number: 35005873K

Registration Date: 11/15/2000

Domicile Address

25509 WALKER SOUTH RD.
DENHAM SPRINGS, LA 70726

Mailing Address

C/O TRACY PRICE
25509 WALKER SOUTH RD.
DENHAM SPRINGS, LA 70726

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 11/15/2000

Last Report Filed: 10/16/2024

Type: Limited Liability Company

Registered Agent(s)

Agent: RICHARD E. PRICE
Address 1: 25509 WALKER SOUTH RD.
City, State, Zip: DENHAM SPRINGS, LA 70726
Appointment Date: 11/15/2000

Officer(s)

Additional Officers: No

Officer: RICHARD E. PRICE
Title: Manager, Member
Address 1: 25509 WALKER SOUTH RD.
City, State, Zip: DENHAM SPRINGS, LA 70726

Officer: DIANNE H. PRICE
Title: Member, Manager
Address 1: 25509 WALKER SOUTH RD.
City, State, Zip: DENHAM SPRINGS, LA 70726

Mergers (1)

Filed Date	Effective Date:	Type	Charter#	Chater Name	Role
11/28/2000	11/28/2000	MERGE	35005873K	RICHARD PRICE CONTRACTING CO., LLC	SURVIVOR
			33823870D	RICHARD PRICE CONTRACTING CO., INC.	NON-SURVIVOR

Amendments on File (1)

Description	Date
Merger	11/28/2000

Print

RICHARD PRICE CONTRACTING CO., LLC

25509 Walker South Road • Denham Springs, Louisiana 70726 • (225) 664-4232 • FAX (225) 664-1368

RECEIVED

AUG 18 2025

KYLE ASSOCIATES, LLC

August 13, 2025

Via: UPS Ground

Kyle Associates, LLC
Attn: Daniel Harper, P.E.
638 Village Lane North
Mandeville, LA 70471

Phone: (985) 727-9377
Email: DHarper@KyleAssociates.net

**RE: LA 22 Drainage Improvements Project
for the City of Mandeville
Project No.: 700.21.004**

Dear Mr. Harper:

Enclosed are the documents listed below for the above-mentioned project.

1. E-Verify Affidavit
2. Non-Collusion Affidavit
3. Non-Conviction Affidavit
4. Mandeville Code of Conduct Affidavit

Should you have any questions concerning the above information, please do not hesitate to contact our office at (225) 664-4232.

Respectfully,
RICHARD PRICE CONTRACTING CO., LLC



Tracy Price
LLC Secretary

Enclosures

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED RICHARD E. PRICE, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED MANAGER OF RICHARD PRICE CONTRACTING CO., LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR LA 22 DRAINAGE IMPROVEMENTS PROJECT, BID NO. 700.21.004 AND SAID AFFIANT FURTHER SAID:

Pursuant to La. R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilized the status verification system required by La. R.S. 38:2212.10B(2), known as the "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

I HEREBY ATTEST THAT THE BIDDER

1. Is registered with and participates in the status verification system to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
2. Will continue, during the term of the contract, to utilize the status verification system to verify the legal status of all new employees in the State of Louisiana.
3. Will require all subcontractors to submit an affidavit verifying that the subcontractor is registered with, participates in, and utilizes the status verification system to verify the legal status of all new employees in the State of Louisiana.



AUTHORIZED SIGNATURE
RICHARD E. PRICE, MANAGER

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13TH
DAY OF AUGUST, 2025


NOTARY PUBLIC



SECTION 00480
AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED RICHARD E. PRICE, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED MANAGER OF RICHARD PRICE CONTRACTING CO., LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR LA 22 DRAINAGE IMPROVEMENTS PROJECT, BID NO. 700.21.004 AND SAID AFFIANT FURTHER SAID:

1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and

2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.

3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.

4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.

5) Said bidder is not intended to secure an unfair advantage of benefit from the City of Mandeville or in favor of any person interested in the proposed contract.



AUTHORIZED SIGNATURE
RICHARD E. PRICE, MANAGER

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13TH
DAY OF AUGUST, 2025


NOTARY PUBLIC



NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF LIVINGSTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED RICHARD E. PRICE, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED MANAGER OF RICHARD PRICE CONTRACTING CO., LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR LA 22 DRAINAGE IMPROVEMENTS PROJECT, BID NO. 700.21.004 AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below.

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118).
- (b) Corrupt influencing (R.S. 14:120).
- (c) Extortion (R.S. 14:66).
- (d) Money laundering (R.S. 14:230).

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67).
- (b) Identity Theft (R.S. 14:67.16).
- (c) Theft of a business record (R.S. 14:67.20).
- (d) False accounting (R.S. 14:70).
- (e) Issuing worthless checks (R.S. 14:71).
- (f) Bank fraud (R.S. 14:71.1).
- (g) Forgery (R.S. 14:72).
- (h) Contractors; misapplication of payments (R.S. 14:202).
- (i) Malfeasance in office (R.S. 14:134).

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

Richard E. Price

AUTHORIZED SIGNATURE
RICHARD E. PRICE, MANAGER

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13TH
DAY OF AUGUST, 2025

Sabrina McCann
NOTARY PUBLIC



ATTACHMENT "A"
CODE OF CONDUCT AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Livingston

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared: Richard E. Price, Manager ;
if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that
the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of
Richard Price Contracting Co., LLC and that he/she is familiar with the Code of Governmental Ethics contained in
Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for the City
of Mandeville, and

That, Richard Price Contracting Co., LLC will conform to the provisions in the Code of Environmental Ethics and the
Code of Conduct as a condition of any contract between the company and the City of Mandeville, Louisiana, and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the
contractor has with any other entity in the performance of its contract with the City of Mandeville, Louisiana and there
shall be a statement in every subcontract to that effect.

WITNESSES:

Christie Jones

Kelci Jones

Sworn to and subscribed
before me this 13th day
of August, 2025.

CONTRACTOR:

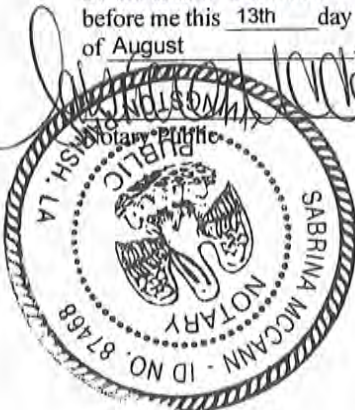
Richard Price Contracting Co., LLC

By:

Richard E. Price
Richard E. Price, Manager

END OF SECTION 00480

MANDEVILLE CODE OF CONDUCT
PAGE 00480-6



SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner” or “City”) and
RICHARD PRICE CONTRACTING CO., LLC (“Contractor”)

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work of this Contract consists of the installation of storm drain pipe and drainage structures along with incidental removal and replacement of concrete and asphalt drives, removal and replacement of concrete walks, water line installation, and other associated work, all in accordance with the drawings and contract documents.

ARTICLE 2 – THE PROJECT

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

LA 22 DRAINAGE IMPROVEMENTS
PROJECT
City Project No. 700.21.004
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 480 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 525 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds not to exceed the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below:
 - A. For all Unit Price Work, an amount equal to the sum of the established unit prices (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed to complete the project in accordance with the Contract Documents up to the original contract sum of \$9,849,455.30.
 - B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No minimum contract value is guaranteed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 00520-9) (Revised July 7, 2025)
2. Performance bond (pages 00610-1 to 00610-2).
3. Payment bond (pages 00610-3 to 00610-5).
4. General Conditions (pages 00700-i to 00700-60).
5. Supplementary Conditions (pages 00800-1 to 00800-11).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 115 sheets with each sheet bearing the following general title: LA 22 DRAINAGE IMPROVEMENTS PROJECT.
8. Addenda Nos. 1 through 5.
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

10.06 *Suspension of Work and Agreement Termination*

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

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

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

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

10.10 *Taxes and Licenses*

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

10.11 *Entire Agreement*

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

10.12 *Independent Contractor*

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

10.13 *Non-waiver of Agreement Rights*

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

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

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

OWNER:	CONTRACTOR
<u>City of Mandeville</u>	<u>Richard Price Contracting Co., LLC</u>
By: _____	By: _____
Title: <u>Mayor</u>	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
<u>Kyle Associates, LLC</u>	<u>Richard Price Contracting Co., LLC</u>
<u>638 Village Lane North</u>	<u>25509 Walker South Road</u>
<u>Mandeville, LA 70471</u>	<u>Denham Springs, LA 70726</u>
	License No.: <u>14807</u>

ORD 25-27

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

ORDINANCE NO. 25-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE APPROVING A CONDITIONAL USE PERMIT FOR THE USE DESIGNATED UNDER CLURO SECTION 6.4.42.3 LODGING (TRANSIENT) SHORT-TERM RENTAL: WHOLE HOUSE RENTAL, LOCATED AT 418 LAFITTE STREET , BEING A PORTION OF GROUND LOCATED IN SQUARE 34 ON LOT D1-A ZONED AS B-3 OLD MANDEVILLE BUSINESS DISTRICT AND APPROVING A SITE PLAN, FLOOR PLAN, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Ordinance 19-34, adopted by the City Council on February 13, 2020, set forth the provisions for the use of Short-term Rentals, including Short Term Rental: Whole House Rental; and

WHEREAS, the City Council adopted Ordinance 25-02 on March 13, 2025, which amended the current provisions for Short-Term Rentals to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20; and

WHEREAS, CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental is defined as “*A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay*”; and

WHEREAS, Lynn Brayton, the present owner of 418 Lafitte Street, is requesting approval of a Conditional Use Permit for the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located at 418 Lafitte Street; and

WHEREAS, the property located at 418 Lafitte Street is zoned B-3 Old Mandeville Business District and in accordance with CLURO Section 7.8 Table of Permitted Uses by Zoning District a Conditional Use Permit approval pursuant to Article 4 is required to allow the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental; and

WHEREAS, in accordance with CLURO Section 8.2.3.5 (E) Citywide Cap for Whole House Rentals (1), the total number of short-term rental permits for Whole House Rentals shall not exceed twenty (20) at any time. At this time, thirteen (13) Conditional Use applications have been approved by Ordinance; and

WHEREAS, A floor plan and site plan has been prepared by the applicant and

submitted on June 23, 2025; and

WHEREAS, the City Council has received the recommendation of the Planning Commission of the City of Mandeville on this request; and

WHEREAS, in accordance with CLURO Section 4.3.3 Procedures for Conditional Use Permits, the City Council finds that the proposed use and site plan will serve the best interests of the City of Mandeville by providing a greater mix of lodging opportunity for visitors to the City while still maintaining the character and culture of the neighborhood, and the public health, safety, and welfare of the surrounding community.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the City Council does hereby approve the Conditional Use Permit in accordance with CLURO Section 4.3.3 for the use defined under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located at 418 Lafitte Street.

BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville that this ordinance shall become effective immediately upon the signature of the Mayor.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this ____ day of _____ 2025

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman



MANDEVILLE

A Historic Lakefront Community

Planning and Zoning Commission

CLAIRE DURIO, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN
ZONING COMMISSION

CARA BARTHOLOMEW, AICP
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

MEMBERS:
SCOTT QUILLIN
ANDREA FULTON
NICHOLAS CRESSY
KAREN GAUTREAUX
PATRICK ROSENOW

CITY OF MANDEVILLE PLANNING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING CONDITIONAL USE APPROVAL TO OPERATE A SHORT-TERM RENTAL: WHOLE HOUSE RENTAL AT 418 LAFITTE STREET

The City Council adopted Ordinance 25-02 at the March 13, 2025, meeting. This ordinance increased the allowed number of Whole House Rentals by 10 to a new maximum of 20. An application was submitted to the Planning Department on June 20, 2025, by the property owner of 418 Lafitte to operate a Short-term Rental: Whole House Rental on site. As part of the procedure for Conditional Use Approval, any Conditional Use Permit is required to go before the Planning Commission for recommendation.

The Planning Commission held a work session on Tuesday, July 8, 2025, and a voting meeting on Tuesday, July 22, 2025, for case CU25-07-04. The Commission recommends approval of the proposed Conditional Use Permit to the City Council.

The Commission found that the submitted site plan and floor plan are in conformance with the proposed use of a Whole House rental. There was some discussion about both the primary residence and the accessory dwelling unit being utilized for the short term rental, however Whole House Rentals are limited to one party of guests so there would not be multiple parties on the premises at one time.

As part of the procedure for Conditional Use Approval, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 6-1 in favor approving the requested Conditional Use Permit.

Attachments:

Case Packet

PowerPoint Presentation

CASE SUMMARY SHEET

CASE NUMBER: CU25-07-04
DATE RECEIVED: June 18, 2025
DATE OF MEETING: July 8, 2025 and July 22, 2025

Address: 418 Laffitte
Subdivision: Square 34 Lot D1-A
Zoning District: B-3 Old Mandeville Business District
Property Owner: Lynn Brayton

REQUEST: CU25-07-04 – Lynn Brayton requests Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Town of Mandeville, Square 34 Lot D1-A, B-3 Old Mandeville Business District, 418 Laffite

PREVIOUS CASES: V21-05-15 – Mechanical equipment in the side setback
V22-05-16 – Live oak dripline encroachment
V23-04-15 – Setback encroachment

CASE SUMMARY: Operate a short-term rental on the property

The applicant owns the property at 418 Lafitte located on the west side of Lafitte St., north of Madison St., and south of Monroe St. The property measures 98.5’ x 120’ and contains 11,820 sqft per a survey prepared by Land Surveying LLC and dated 9.21.2020. The property is currently improved with a single-family residence with an accessory dwelling unit under construction.

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The property owner is requesting to operate a Whole House Short-term Rental out of both the single-family residence and the accessory dwelling unit.

The primary residence is 1,587 sqft and contains 3 bedrooms and 2 bathrooms. The accessory dwelling unit is 985 sqft and contains 2 bedrooms and 3 bathrooms. In a statement provided by the applicant they stated that *“The interior of the accessory dwelling will not be complete until the end of the year. I plan on renting primarily to friends, family members and people in the community with family visiting. I do not plan to list on Airbnb or VRBO as I would like to maintain control of the type of visitors. I live right across the street and want only visitor who are respectful of my home and the neighborhood”*.

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. Both buildings combined have a total of 5 bedrooms requiring five parking spaces on site. The plans for the accessory dwelling unit show parking for two cars underneath the structure while a site plan submitted by the applicant provides for the remaining three parking spaces in the driveway.

Accessory Dwelling Units

One of the regulations required for an accessory dwelling unit is that owner occupancy is required. Either the primary residence or the accessory unit must be occupied by an owner of the property. In this case the owner of the property would be living across the street from the primary residence and the accessory dwelling unit.

CLURO SECTIONS:

4.3.3.8. Review and Evaluation Criteria

The Planning Director, the Planning Commission and the City Council shall review and evaluate and make the following findings before granting a Conditional Use Permit or Planned District zoning using the following criteria:

1. Comparison with applicable regulations and standards established by the Comprehensive Land Use Regulations applicable to the proposed use and site.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed these which reasonably may result from use of the site by a permitted use.
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and land uses in the area.
6. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
7. Location, lighting, and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.

- 8. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
- 9. Conformity with the objectives of these regulations and the purposes of the zone in which the site is located.
- 10. Compatibility of the proposed use and site development, together with any modifications applicable thereto, with existing or permitted uses in the vicinity.
- 11. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.
- 12. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare, or community aesthetics, or materially injurious to properties or improvements in the vicinity.

6.4.42.3 Lodging (Transient)— Short-term Rental: Whole House Rental

A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay.



From: [Lynn Brayton](#)
To: [Tina Myers](#)
Subject: Whole House Short Term Rental 418 Lafitte St
Date: Thursday, June 19, 2025 7:33:29 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

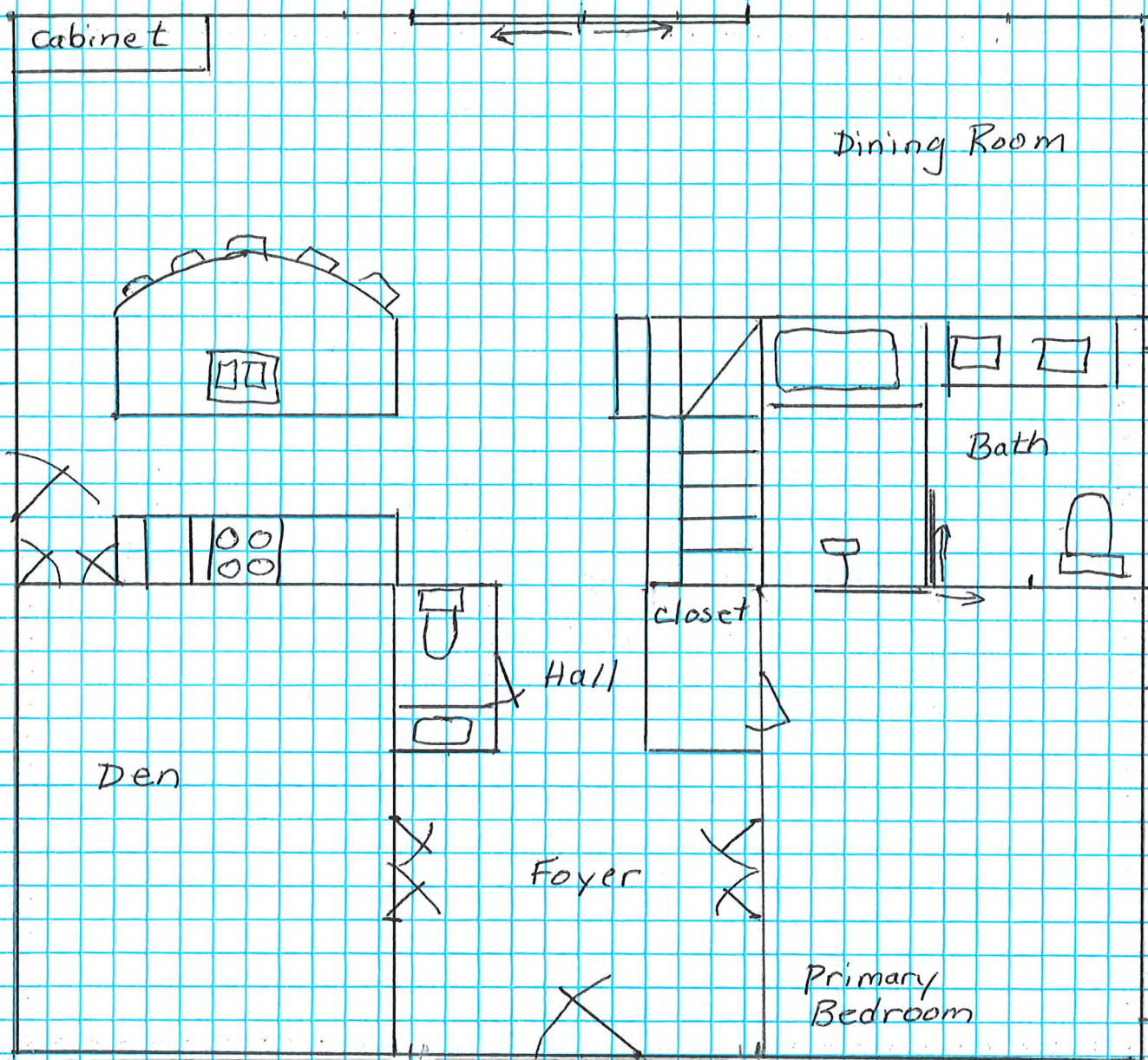
Hello Tina,

The home is approximately 1800 sq ft and the accessory dwelling is approximately 950 sq ft. The garage hold 2 cars and there is space in the driveway for more than 3 cars. The interior of the accessory dwelling will not be complete until the end of the year. I plan on renting primarily to friends, family members and people in the community with family visiting. I do not plan to list on Airbnb or VRBO as I would like to maintain control of the type of visitors. I live right across the street and want only visitor who are respectful of my home and the neighborhood.

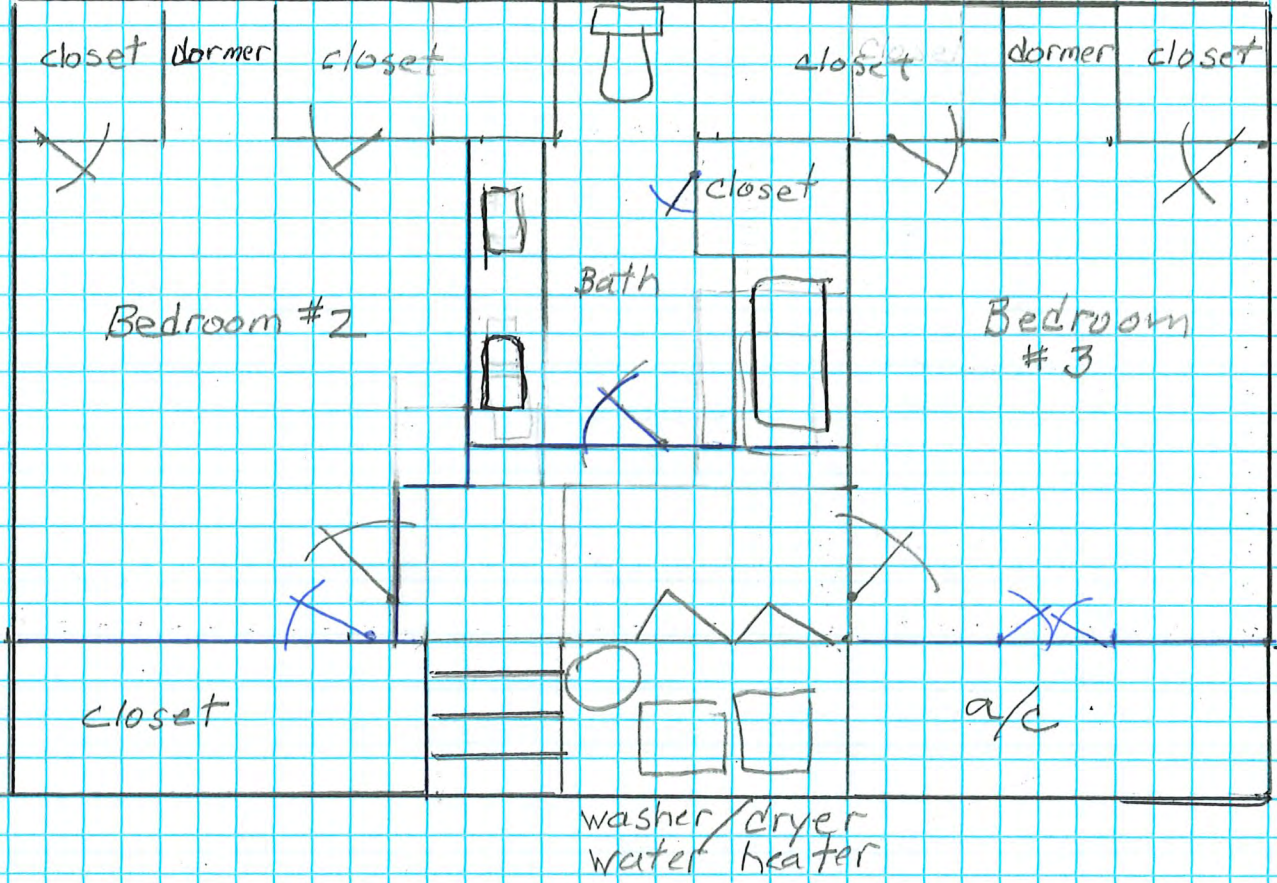
Thank you for your help.

Sincerely,

Lynn Brayton Sent from my iPad



1st floor



2nd floor

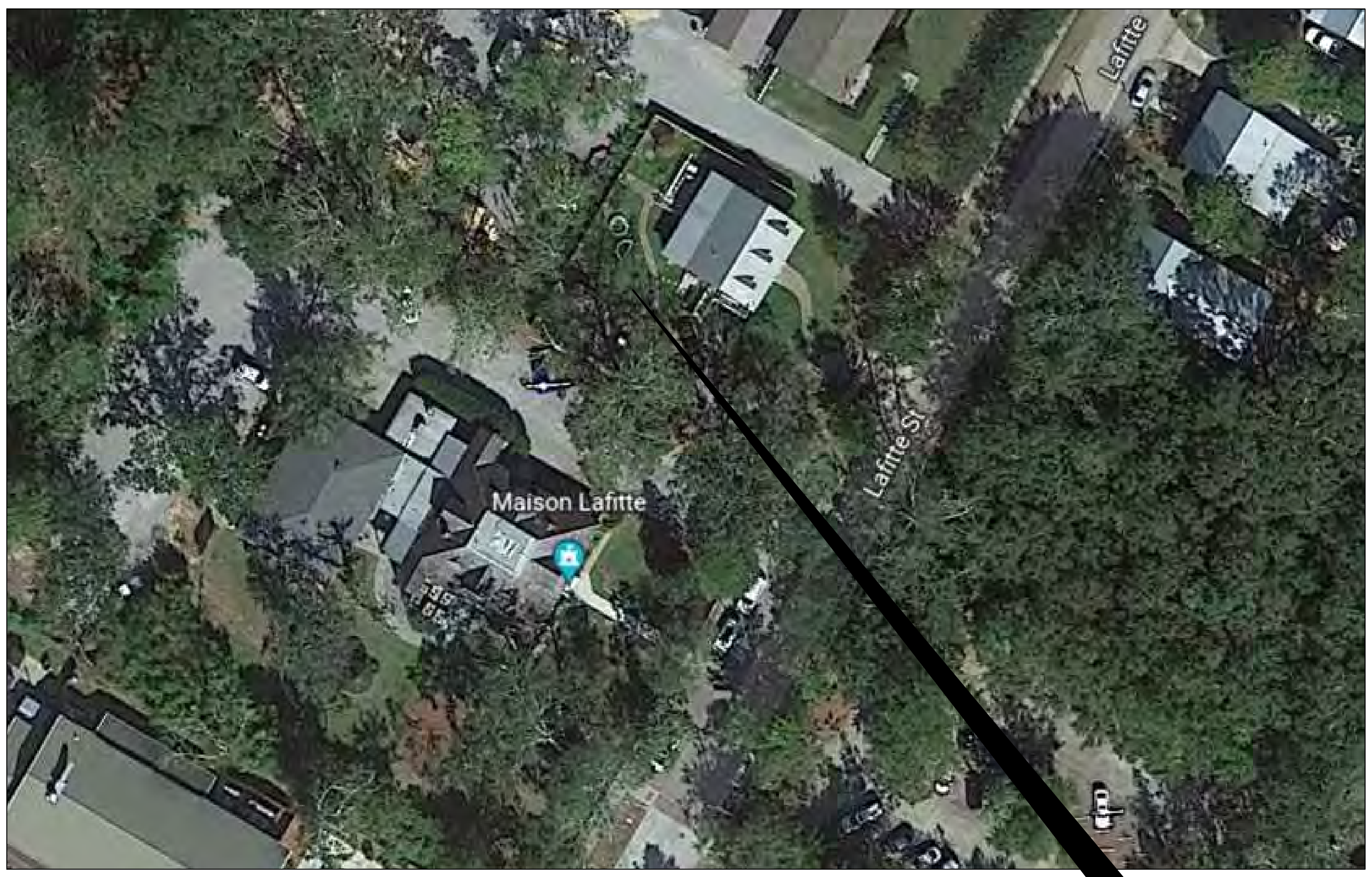
PROJECT# 23009

BRAYTON-BRUNO GARAGE & GUEST SUITE

418 LAFITTE STREET. MANDEVILLE, LA 70448

DRAWING INDEX:

COVER	INDEX, STRUCTURAL DATA, PROJECT DATA
A1.0	SITE PLAN
A2.0	FIRST FLOOR PLAN
A2.1	SECOND FLOOR PLAN
A2.2	ROOF PLAN
A3.0	FINISH AND OPENING SCHEDULES
A4.0	BUILDING ELEVATIONS
S1.0	FOUNDATION PLAN
S1.1	FOUNDATION DETAILS
S2.0	FIRST FLOOR FRAMING PLAN
S2.1	ROOF FRAMING PLAN
M1.0	MECHANICAL SECOND FLOOR PLAN
E1.0	FIRST FLOOR POWER PLAN
E1.1	SECOND FLOOR POWER PLAN
E2.0	FIRST FLOOR LIGHTING PLAN
E2.1	SECOND FLOOR LIGHTING PLAN
P1.0	GROUND FLOOR PLUMBING PLAN
P1.1	FIRST FLOOR PLUMBING PLAN
SD-1	CEILING PLAN



1 VICINITY MAP
NO SCALE

STRUCTURAL LOADING-

2015 IBC, FIGURE 1609
ULTIMATE DESIGN WIND SPEED, 130 MPH
NOMINAL DESIGN WIND SPEED, 96 MPH

(IBC 1609.2) - WIND BORNE DEBRIS REGION. PORTIONS FOR HURRICANE-PRONE REGIONS THAT ARE WITHIN 1 MILE (1.61 KM) OF THE COASTAL MEAN HIGH WATER LINE WHERE THE BASIC WIND SPEED IS 130 MPH (48 M/S) OR GREATER +/- OR HAWAII. (IBC 1609.3) - THE BASIC WIND SPEED, IN MPH, FOR THE DETERMINATION OF THE WIND LOADS SHALL BE DETERMINED BY FIGURE 1609. BASIC WIND SPEED FOR THE SPECIAL WIND REGIONS INDICATED, NEAR MOUNTAINOUS TERRAIN AND NEAR GORGES SHALL BE IN ACCORDANCE WITH SECTION 6.5.4 OR ASCE7.

PROJECT IS NOT IN A WIND BORNE DEBRIS REGION.

IN NON-HURRICANE-PRONE REGIONS, WHEN THE BASIC WIND SPEED IS ESTIMATED FROM REGIONAL CLIMATIC DATA, THE BASIC WIND SPEED SHALL BE NOT LESS THAN THE WIND SPEED ASSOCIATED WITH AN ANNUAL PROBABILITY OF 0.02 (50-YEAR MEAN RECURRENCE INTERVAL), AND THE ESTIMATE SHALL BE ADJUSTED FOR EQUIVALENCE TO A 3-SECOND GUST WIND SPEED AT 33 FEET (10 M) ABOVE GROUND IN EXPOSURE CATEGORY 'C'. THE DATA ANALYSIS SHALL BE PERFORMED IN ACCORDANCE WITH: SECTION 6.5.4.2 OF ASCE7.

BUILDING FRAME AND COMPONENTS DESIGNED BASED ON LOADS FROM ASCE7-05.



ENCLOSED BUILDING
RISK CATEGORY 'II' (IBC 1604.5)
SNOW LOAD = 0 (IBC 1608.2)
WIND EXPOSURE 'B' (IBC 1609.4)
WIND IMPORTANCE FACTOR = 1.0
INTERNAL PRESSURE COEFFICIENT = 1.18
COMPONENT, CLADDING WIND PRESSURE=35.2 PSF
MAIN WIND RESISTING SYSTEM = DIAPHRAGM
FLOOR LIVE LOADS - 40 PSF
FLOOR DEAD LOADS - 20 PSF
ROOF LIVE LOAD - 40 PSF
LIMITED STORAGE ATTIC LIVE LOAD - 20 PSF

FLOOD ZONE REQUIREMENTS:
PROJECT IS IN FLOOD ZONE 'AE', EL 10'

PROJECT DATA:

BUILDING AREA: 985 SF BLDG. FOOTPRINT
985 SF GARAGE
860 SF GUEST SUITE
115 SF BALCONY

GENERAL NOTES:

1. WORK SHALL BE IN COMPLIANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE - 130 MPH BASIC WIND SPEED.
2. GENERAL CONTRACTOR TO PROVIDE 1 YEAR WARRANTY ON ALL WORK BEGINNING ON THE DATE OF SUBSTANTIAL COMPLETION.
3. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH IMC 2015, IEC 2015 & IRC 2015.
4. PLUMBING WORK SHALL BE IN ACCORDANCE WITH LA. STATE PLUMBING CODE 2015.
5. CONTRACTOR TO VERIFY SITE LOCATIONS FOR UTILITY TIE-INS AND COORDINATE WORK IN THESE AREAS WITH UTILITY COMPANIES. CONTRACTOR TO OBTAIN AND PAY FOR ASSOCIATED PERMITS AND IMPACT FEES.
6. CONTRACTOR TO DISPOSE OF ALL CONSTRUCTION DEBRIS IN ACCORDANCE WITH APPLICABLE LOCAL CODES AND LA DEQ.
7. ALL PLYWOOD MATERIAL MUST BE IN ACCORDANCE WITH APA STANDARDS. SUBROOFING AND WALL SHEATHING MATERIAL TO BE 5/8" CDX WITH PANEL SUPPORTED EDGES. PROVIDE 6 SHEETS OF 3/4" CD PLYWOOD FOR ATTIC DECKING.
8. GYP. BD. WALLS AND CLGS. TO BE LIGHT ORANGE PEEL FINISH. ALL INTERIOR PAINTED SURFACES SHALL RECEIVE ONE COAT PRIMER AND TWO FINISH COATS IN ACCORDANCE WITH PAINT MFR. RECOMMENDATIONS.
9. ALL EXPOSED PIPING IN ATTIC SHALL BE WRAPPED WITH 3/4" POLYSTYRENE INSULATION.
10. OPEN CELL POLYURETHANE FOAM INSULATION IN ALL EXTERIOR WALLS (R-19), AND BETWEEN RAFTERS OF CEILING STRUCTURE (R-19), AND CLOSED CELL POLYURETHANE FOAM BENEATH FLOOR STRUCTURE (R-11).
11. INSULATE ALL INTERIOR WALLS, FLOORS & CLGS. WITH 3 1/2" UNFACED SOUND BATT INSULATION FROM FLOOR TO CEILING AND ABOVE CEILING IN ATTIC.
12.  ARROW INDICATES SURFACE DRAINAGE AND SWALES.
 ARROW INDICATES PAVED AREA DRAINAGE DIRECTION.
13. PROVIDE FENCING AROUND TREES TO REMAIN ALONG THEIR DRIP LINES AND MAINTAIN THAT PROTECTION THROUGHOUT CONSTRUCTION.

KVS
architecture

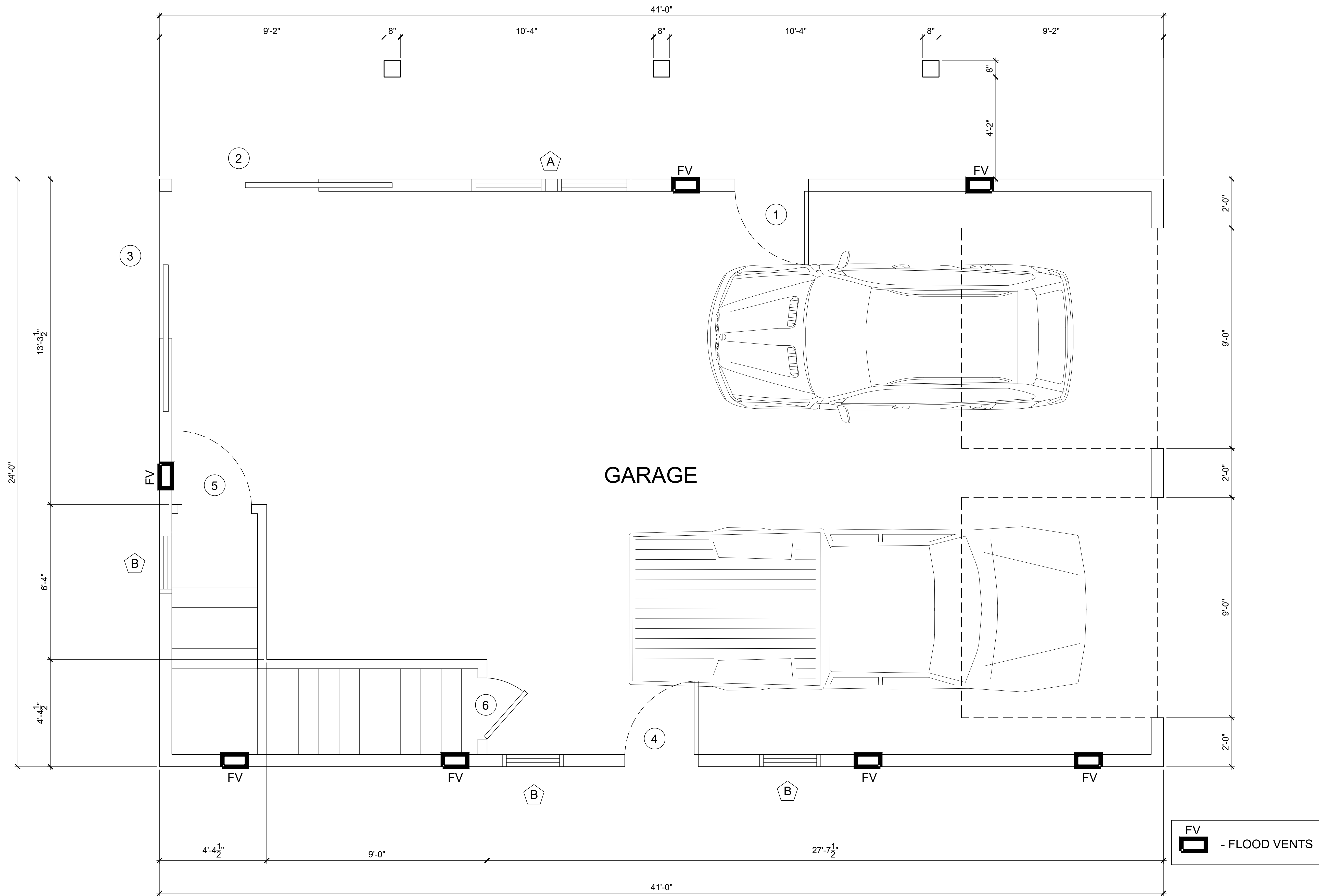
235 Girod Street, Mandeville, Louisiana
985.674.3077 www.kvsarchitecture.com



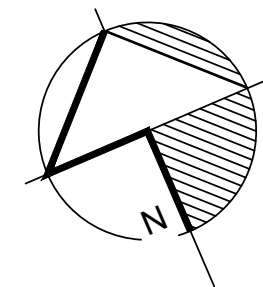
THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND TO MY KNOWLEDGE COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.
K. VAUGHAN SOLBERGER, JR., AIA, NCARB LA# 5523

New Construction for:
BRAYTON-BRUNO GARAGE & GUEST SUITE
418 Lafitte Street, Mandeville, LA 70448

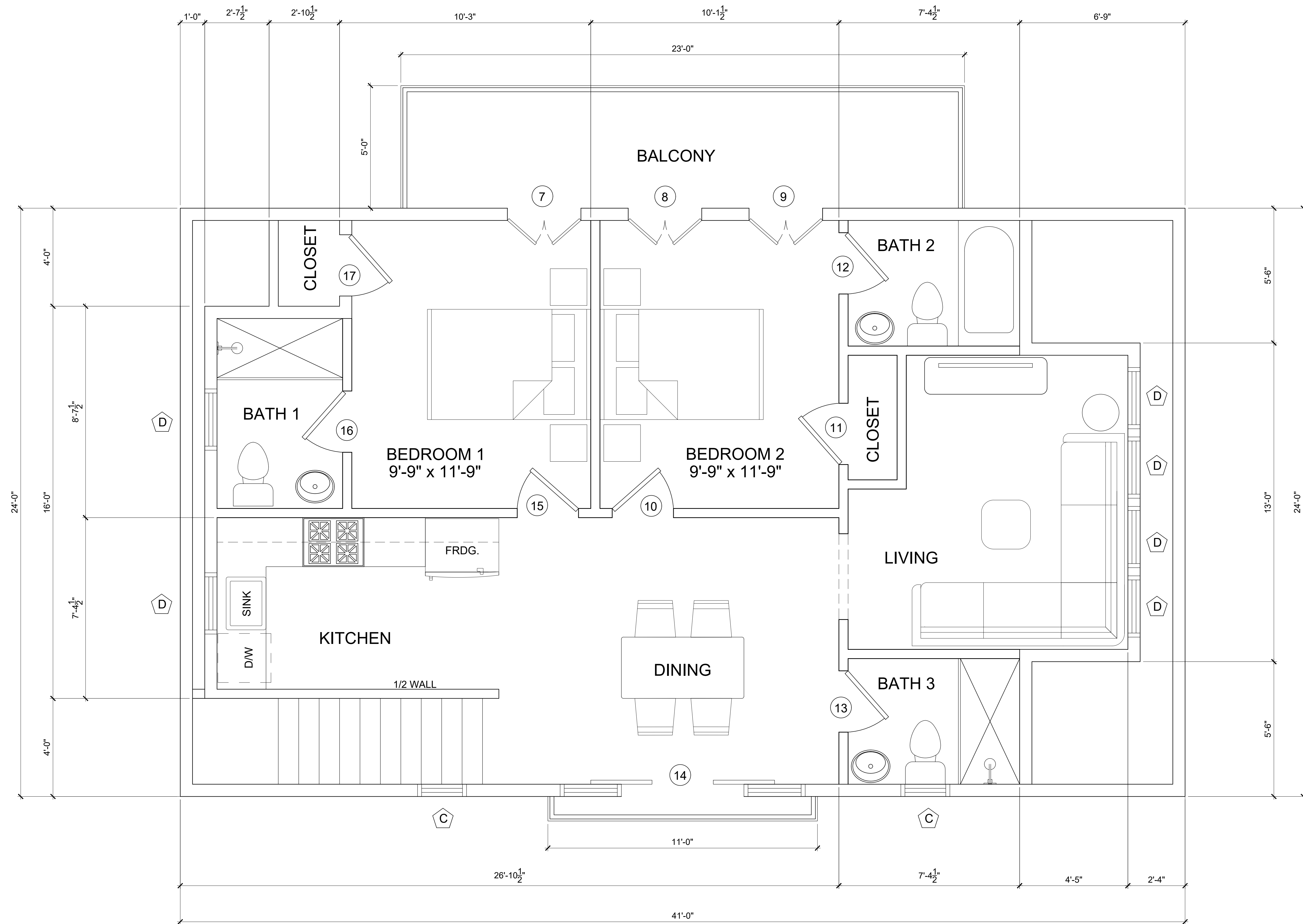
9.6.23



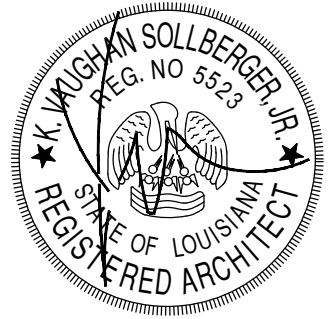
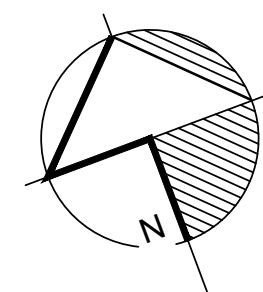
1 GROUND FLOOR PLAN
1/2" = 1'-0"



REVISIONS:
DATE: 9.6.23
PROJECT No: 23009
DRAWING:



1 FIRST FLOOR PLAN
1/2" = 1'-0"



BRAYTON - BRUNO
GARAGE & GUEST SUITE
418 LAFITTE ST. MANDEVILLE, LA 70448

REVISIONS:
DATE: 9.6.23
PROJECT No: 23009
DRAWING:

A2.1

KVS architecture
235 Girod Street, Mandeville, Louisiana
985.674.3077 www.kvsarchitecture.com



1 FRONT ELEVATION
1/4" = 1'-0"



2 NORTH SIDE ELEVATION
1/4" = 1'-0"



3 REAR ELEVATION
1/4" = 1'-0"



2 SOUTH SIDE ELEVATION
1/4" = 1'-0"

Legal Description:

Lot D1-A Square 34:

From the intersection formed by the Westerly Right-of-way of Lafitte Street and the Southerly Right-of-way of Monroe Street run along the Westerly Right-of-way of Lafitte Street S31°20'38"W, 274.20 feet to the Point of Beginning. From the Point of Beginning continue S31°20'38"W, 98.50 feet; thence N59°54'01"W, 120.00 feet; thence N31°20'38"E, 98.50 feet; thence S59°54'01"E, 120.00 feet back to the Point of Beginning. This tract contains 11,097.4 Sq. Ft.

Lot D1-B Square 34:

From the intersection formed by the Westerly Right-of-way of Lafitte Street and the Southerly Right-of-way of Monroe Street run along the Westerly Right-of-way of Lafitte Street S31°20'38"W, 274.20 feet to the Point of Beginning. From the Point of Beginning run N59°54'01"W, 120.00 feet; thence S31°20'38"W, 98.50 feet; thence N59°54'01"W, 146.83 feet; thence N31°26'06"E, 223.95 feet; thence S59°37'59"E, 266.45 feet; thence S31°20'38"W, 124.20 feet back to the Point of Beginning. This tract contains 47,717.7 Sq. Ft.

A Resubdivision of Lot C-1 & D-1, into Lots D1-A & D1-B, Square 34, City of Mandeville, St. Tammany Parish, Louisiana

FINAL APPROVAL

CITY ENGINEER OR PUBLIC WORKS DIR.

PLANNING DIRECTOR

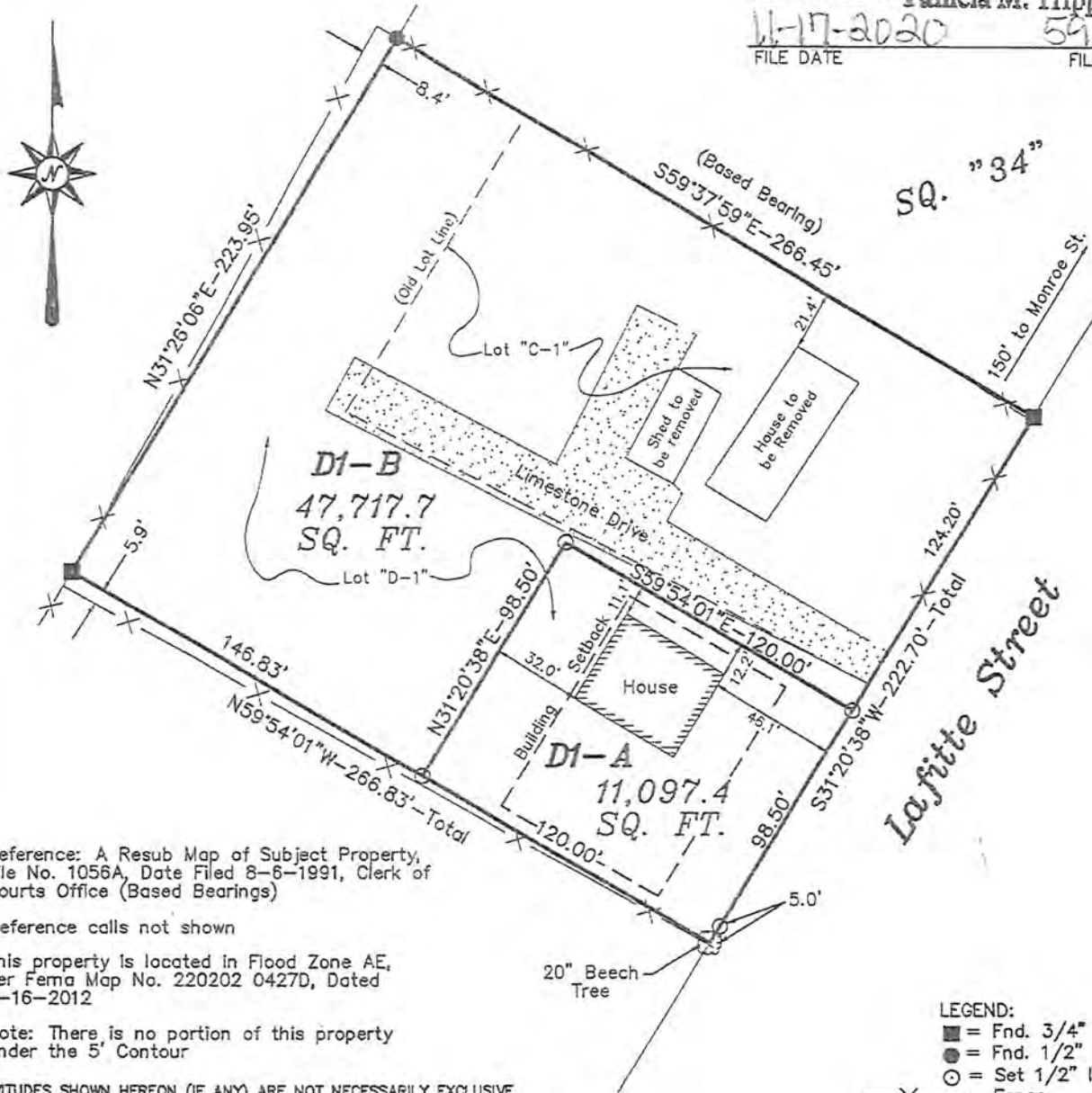
CHAIRMAN OF PLANNING COMMISSION

MAYOR OF THE CITY OF MANDEVILLE

CLERK OF COURT Pamela M. Tripp, Deputy Clerk

FILE DATE

FILE NO.



Reference: A Resub Map of Subject Property, File No. 1056A, Date Filed 8-6-1991, Clerk of Courts Office (Based Bearings)

Reference calls not shown

This property is located in Flood Zone AE, per Fema Map No. 220202 0427D, Dated 5-16-2012

Note: There is no portion of this property under the 5' Contour

SERVITUDES SHOWN HEREON (IF ANY) ARE NOT NECESSARILY EXCLUSIVE. SERVITUDES OF RECORD AS SHOWN ON TITLE OPINION OR TITLE POLICY WILL BE ADDED HERETO UPON REQUEST AS THE UNDERSIGNED HAS PERFORMED NO ABSTRACT OR TITLE SEARCH. THE UNDERSIGNED HAS MADE NO ATTEMPT TO LOCATE ANY BURIED UTILITIES OR ASSOCIATED PEDESTALS.

THIS MAP IS IN ACCORDANCE WITH THE STANDARD DETAILED REQUIREMENTS PURSUANT TO THE ACCURACY STANDARDS OF A C SURVEY AND THE APPLICABLE STANDARDS OF PRACTICE CITED IN LAC 48:1X1.

LEGEND:

- = Fnd. 3/4" Iron Pipe
- = Fnd. 1/2" Iron Rod
- = Set 1/2" Iron Rod
- X— = Fence

(Must verify prior to Construction)
Building Setbacks
Front: 25'
Side: Combined 15', Minimum each 5'
Rear: 30'
Side Street: **

MAP PREPARED FOR **JASON COLLIER**

SHOWN A SURVEY MADE OF PROPERTY LOCATED IN LOT C-1 & D-1, SQUARE 34, CITY OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA

THIS MAP IS IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE SUPERVISION OF THE UNDERSIGNED. SIGNATURE AND STAMPED SEAL MUST BE IN RED OR THIS PLAT IS NOT A TRUE COPY.

LAND SURVEYING LLC

518 N. Columbia Street, Covington, LA 70433
(985) 892-6211 office (985) 898-0355 fax
landsurveyingllc@gmail.com

CERTIFIED CORRECT

BRUCE M. BUTLER, III
LOUISIANA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 4894

SCALE: 1"= 60'

DATE: 9-21-2020

NUMBER: 20028

Terr3/Jason Collier Resub2

ADM 20-11-04

City of Mandeville Planning & Zoning Commission

July 22, 2025



CU25-07-04

Applicant requests Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Town of Mandeville, Square 34 Lot D1-A, B-3 Old Mandeville Business District, 418 Lafitte

CU25-07-04

The applicant owns the property at 418 Lafitte located on the west side of Lafitte St., north of Madison St., and south of Monroe St. The property measures 98.5' x 120' and contains 11,820 sqft per a survey prepared by Land Surveying LLC and dated 9.21.2020.

The property is currently improved with a single-family residence with an accessory dwelling unit under construction.



CU25-07-04

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20.

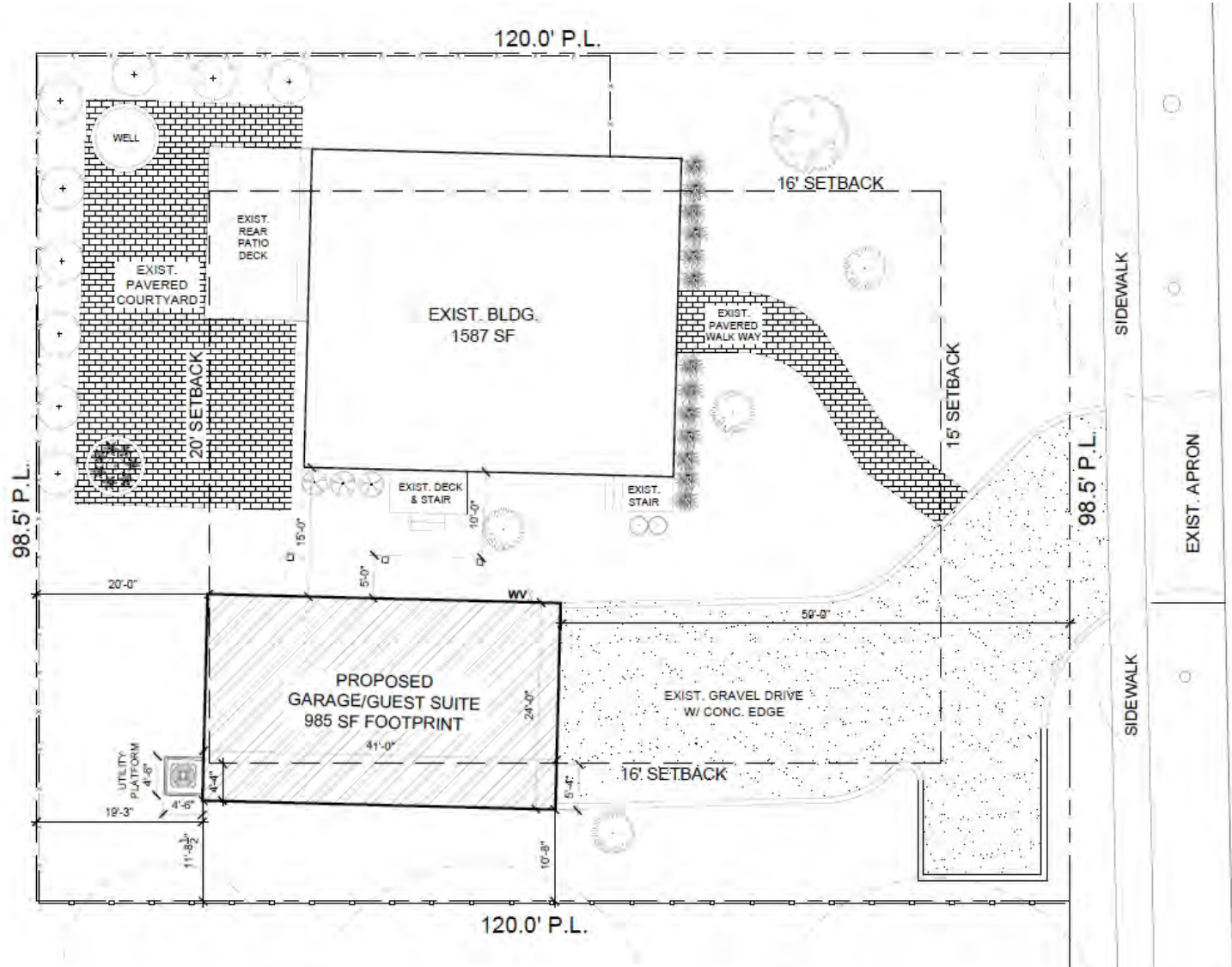
The property owner is requesting to operate a Whole House Short-term Rental out of both the single-family residence and the accessory dwelling unit.



MANDEVILLE
Planning & Zoning
Commission

CU25-07-04

The primary residence is 1,587 sqft and contains 3 bedrooms and 2 bathrooms. The accessory dwelling unit is 985 sqft and contains 2 bedrooms and 3 bathrooms.



CU25-07-04

In a statement provided by the applicant they stated that *“The interior of the accessory dwelling will not be complete until the end of the year. I plan on renting primarily to friends, family members and people in the community with family visiting. I do not plan to list on Airbnb or VRBO as I would like to maintain control of the type of visitors. I live right across the street and want only visitor who are respectful of my home and the neighborhood”.*

From: [Lynn Brayton](#)
To: [Tina Myers](#)
Subject: Whole House Short Term Rental 418 Lafitte St
Date: Thursday, June 19, 2025 7:33:29 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Tina,

The home is approximately 1800 sq ft and the accessory dwelling is approximately 950 sq ft. The garage hold 2 cars and there is space in the driveway for more than 3 cars. The interior of the accessory dwelling will not be complete until the end of the year. I plan on renting primarily to friends, family members and people in the community with family visiting. I do not plan to list on Airbnb or VRBO as I would like to maintain control of the type of visitors. I live right across the street and want only visitor who are respectful of my home and the neighborhood.

Thank you for your help.

Sincerely,

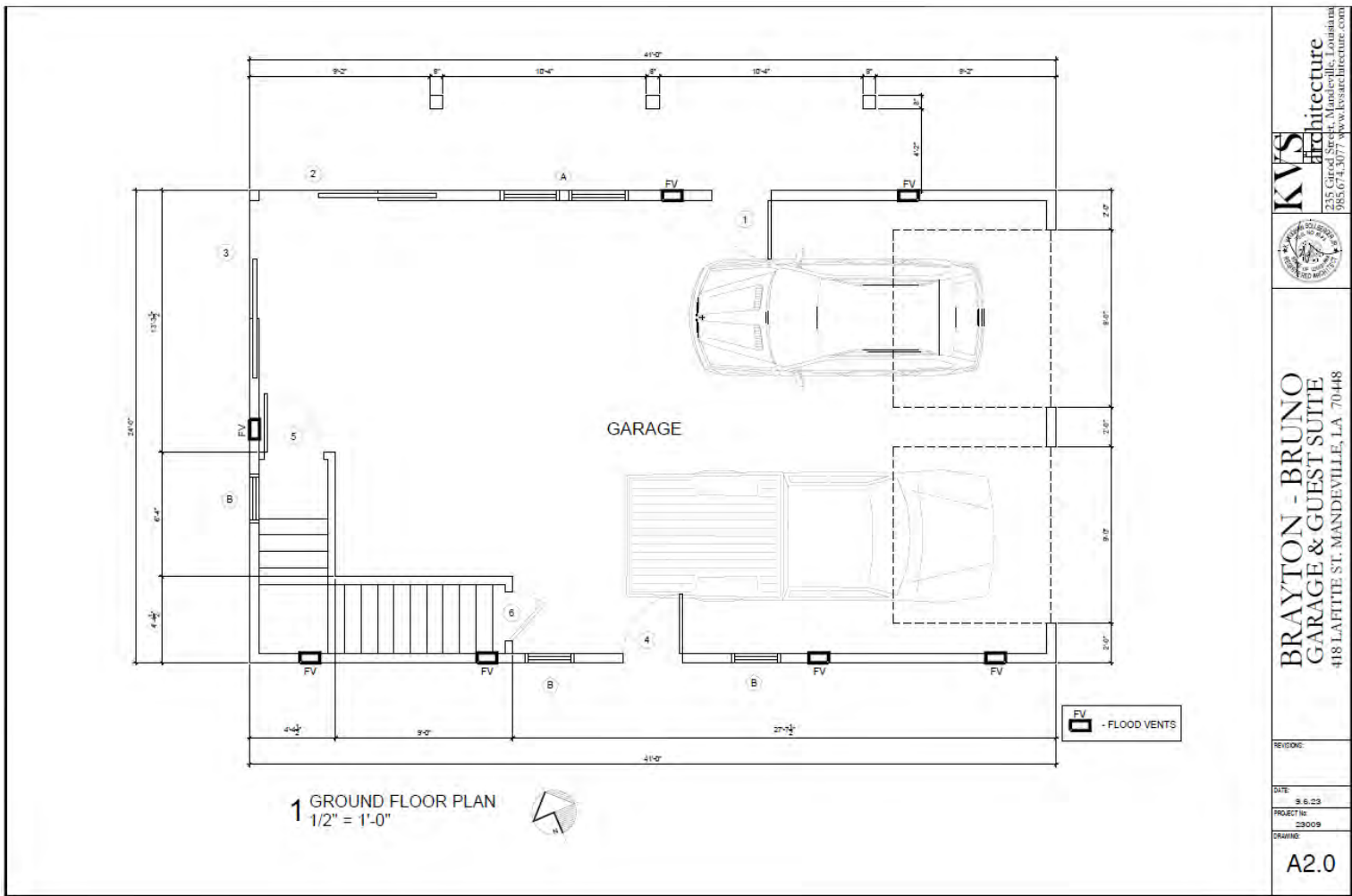
Lynn Brayton Sent from my iPad



CU25-07-04

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. Both buildings combined have a total of 5 bedrooms requiring five parking spaces on site. The plans for the accessory dwelling unit show parking for two cars underneath the structure while a site plan submitted by the applicant provides for the remaining three parking spaces in the driveway.



CU25-07-04

Accessory Dwelling Units:

One of the regulations required for an accessory dwelling unit is that owner occupancy is required. Either the primary residence or the accessory unit must be occupied by an owner of the property.

In this case the owner of the property would be living across the street from the primary residence and the accessory dwelling unit.

8.1.14. Supplemental Regulations for Accessory Dwelling Units

For purposes of these Land Use Regulations, an accessory dwelling unit shall be incidental to the primary residential use of a single-family residence and shall be subject to the following standards:

1. **Number of Units.** Not more than one (1) accessory dwelling unit, attached or detached, may be allowed as an accessory use in conjunction with any single-family structure.
2. **Unit Types.** Mobile homes, trailers or manufactured homes may not be used as accessory dwelling units.
3. **Owner Occupancy Required.** Either the primary residence or the accessory unit must be occupied by an owner of the property.
4. **Subdivision Not Allowed.** Accessory units shall not be subdivided or otherwise segregated in ownership from the principal building.
5. **Parking Required.** There shall be two (2) off-street parking spaces designated for the accessory unit in addition to the spaces required for the primary dwelling unit. Said space may be in a carport, garage, or designated space provided for the accessory unit, but shall be located behind the front building line on the lot. All parking spaces must be independently accessible, allowing access to each required parking space on the lot without having to move vehicles parked in other spaces.



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Planning & Zoning
Commission

Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Request

The applicant is requesting Conditional Use approval to operate a Whole House Short Term Rental.

ORD 25-28

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

ORDINANCE NO. 25-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE APPROVING A CONDITIONAL USE PERMIT FOR THE USE DESIGNATED UNDER CLURO SECTION 6.4.42.3 LODGING (TRANSIENT) SHORT-TERM RENTAL: WHOLE HOUSE RENTAL, LOCATED AT 510 GIROD STREET, BEING A PORTION OF GROUND LOCATED IN SQUARE 19 ON LOT 5A ZONED AS B-3 OLD MANDEVILLE BUSINESS DISTRICT AND APPROVING A SITE PLAN, FLOOR PLAN, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Ordinance 19-34, adopted by the City Council on February 13, 2020, set forth the provisions for the use of Short-term Rentals, including Short Term Rental: Whole House Rental; and

WHEREAS, the City Council adopted Ordinance 25-02 on March 13, 2025, which amended the current provisions for Short-Term Rentals to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20; and

WHEREAS, CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental is defined as “*A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay*”; and

WHEREAS, Steven and Sarah Federer, the present owners of 510 Girod Street are requesting approval of a Conditional Use Permit for the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located at 510 Girod Street; and

WHEREAS, the property located at 510 Girod Street is zoned B-3 Old Mandeville Business District and in accordance with CLURO Section 7.8 Table of Permitted Uses by Zoning District a Conditional Use Permit approval pursuant to Article 4 is required to allow the use designated under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental; and

WHEREAS, in accordance with CLURO Section 8.2.3.5 (E) Citywide Cap for Whole House Rentals (1), the total number of short-term rental permits for Whole House Rentals shall not exceed twenty (20) at any time. At this time, thirteen (13) Conditional Use applications have been approved by Ordinance; and

WHEREAS, A floor plan and site plan has been prepared by the applicant and

submitted on June 23, 2025; and

WHEREAS, the City Council has received the recommendation of the Planning Commission of the City of Mandeville on this request; and

WHEREAS, in accordance with CLURO Section 4.3.3 Procedures for Conditional Use Permits, the City Council finds that the proposed use and site plan will serve the best interests of the City of Mandeville by providing a greater mix of lodging opportunity for visitors to the City while still maintaining the character and culture of the neighborhood, and the public health, safety, and welfare of the surrounding community.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the City Council does hereby approve the Conditional Use Permit in accordance with CLURO Section 4.3.3 for the use defined under CLURO Section 6.4.42.3 Lodging (Transient) Short-term Rental: Whole House Rental located at 510 Girod Street.

BE IT FURTHER ORDAINED, by the City Council of the City of Mandeville that this ordinance shall become effective immediately upon the signature of the Mayor.

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this ____ day of _____ 2025

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman



MANDEVILLE

A Historic Lakefront Community

Planning and Zoning Commission

CLAIRE DURIO, CHAIRWOMAN
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN
ZONING COMMISSION

CARA BARTHOLOMEW, AICP
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

MEMBERS:
SCOTT QUILLIN
ANDREA FULTON
NICHOLAS CRESSY
KAREN GAUTREAUX
PATRICK ROSENOW

CITY OF MANDEVILLE PLANNING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING CONDITIONAL USE APPROVAL TO OPERATE A SHORT-TERM RENTAL: WHOLE HOUSE RENTAL AT 510 GIROD STREET

The City Council adopted Ordinance 25-02 at the March 13, 2025, meeting. This ordinance increased the allowed number of Whole House Rentals by 10 to a new maximum of 20. An application was submitted to the Planning Department on June 23, 2025, by the property owners of 510 Girod to operate a Short-term Rental: Whole House Rental on site. As part of the procedure for Conditional Use Approval, any Conditional Use Permit is required to go before the Planning Commission for recommendation.

The Planning Commission held a work session on Tuesday, July 8, 2025, and a voting meeting on Tuesday, July 22, 2025, for case CU25-07-05. The Commission recommends approval of the proposed Conditional Use Permit to the City Council.

The Commission found that the submitted site plan and floor plan are in conformance with the proposed use of a Whole House rental. The property is currently utilized as a Bed and Breakfast Inn and discussion was held during the meeting about the differences between the two uses. If the property operates under the Whole House license they are limited to one party of guests, while if they operate under the Bed and Breakfast Inn license, they can have multiple parties but an operator must be present during the stay.

As part of the procedure for Conditional Use Approval, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 7-0 in favor approving the requested Conditional Use Permit.

Attachments:

Case Packet

PowerPoint Presentation

CASE SUMMARY SHEET

CASE NUMBER: CU25-07-05
DATE RECEIVED: June 20, 2025
DATE OF MEETING: July 8, 2025 and July 22, 2025

Address: 510 Girod St.
Subdivision: Old Town of Mandeville, Square 19 Lot 5A
Zoning District: B-3 Old Mandeville Business District
Property Owner: Steven and Sarah Federer

REQUEST: CU25-07-05 – Steven and Sarah Federer request Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Town of Mandeville, Square 19 Lot 5A, B-3 Old Mandeville Business District, 510 Girod

CASE SUMMARY: Operate a short-term rental on the property

The applicant owns the property at 510 Girod located on the west side of Girod St., north of Monroe St., and south of Livingston St. The property measures approximately 150’ x 150’ and contains approximately 22,500 sqft per the St. Tammany Parish Assessor. The property is currently utilized as a Bed and Breakfast Inn.

In March 2025 the City Council adopted Ordinance 25-02 which amended the CLURO to increase the allowed number of Whole House Rentals by 10 to a new maximum of 20. The property owner is requesting to operate a Whole House Short-term Rental on the property.

The property is currently in use as a Short-term Rental: Bed and Breakfast Inn, with the downstairs being utilized as the Inn space and upstairs as the living space for the owners who serve as the innkeepers. There are three bedrooms, three bathrooms downstairs and two bedrooms, two bathrooms upstairs. The owners are wanting to expand the rentable space on the property by including the upstairs space and allowing for the flexibility to rent out the entire home.

The following statement was provided by the applicant: *“We have operated Blue Heron Bed and Breakfast since 2016. Located at 510 Girod Street, our business currently consists of two private-entrance guest suites. We are surrounded by other commercial use properties, all of which we have a great relationship with and our B&B guests thoroughly enjoy. Our family currently lives on site, but we had our third child in 2024, and we simply need more space for our family. We see a demand for more family lodging options in Old Mandeville, and would like to increase the rentable space on our property to meet that need when it arises. With the increased revenue from expanding our rentable space, we plan to purchase an additional property that is better suited for our growing family. We would like the flexibility to be able to rent out the entire home when it's needed, but also the ability to continue to rent out our two existing guest suites when the whole home rental demand is low (especially weekdays, when we see a lot of business travelers)”.*

Parking:

Lodging (Transient) — Short-term Rental: Whole House Rental requires one parking space per guest room but no less than two spaces for resident occupants. The application lists that there will be 5 bedrooms requiring five parking spaces on site. A site plan submitted by the applicant shows three parking spaces on site, along with parking available in a carport and in the driveway.

CLURO SECTIONS:

4.3.3.8. Review and Evaluation Criteria

The Planning Director, the Planning Commission and the City Council shall review and evaluate and make the following findings before granting a Conditional Use Permit or Planned District zoning using the following criteria:

1. Comparison with applicable regulations and standards established by the Comprehensive Land Use Regulations applicable to the proposed use and site.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing conforming or permitted uses on abutting sites, to the extent such impacts exceed these which reasonably may result from use of the site by a permitted use.
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonable and anticipated in the area considering existing zoning and land uses in the area.
6. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
7. Location, lighting, and type of signs; and relation of signs to traffic control and adverse effect on adjacent properties.
8. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
9. Conformity with the objectives of these regulations and the purposes of the zone in which the site is located.

- 10. Compatibility of the proposed use and site development, together with any modifications applicable thereto, with existing or permitted uses in the vicinity.
- 11. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed use with existing or permitted uses in the same district and the surrounding area.
- 12. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare, or community aesthetics, or materially injurious to properties or improvements in the vicinity.

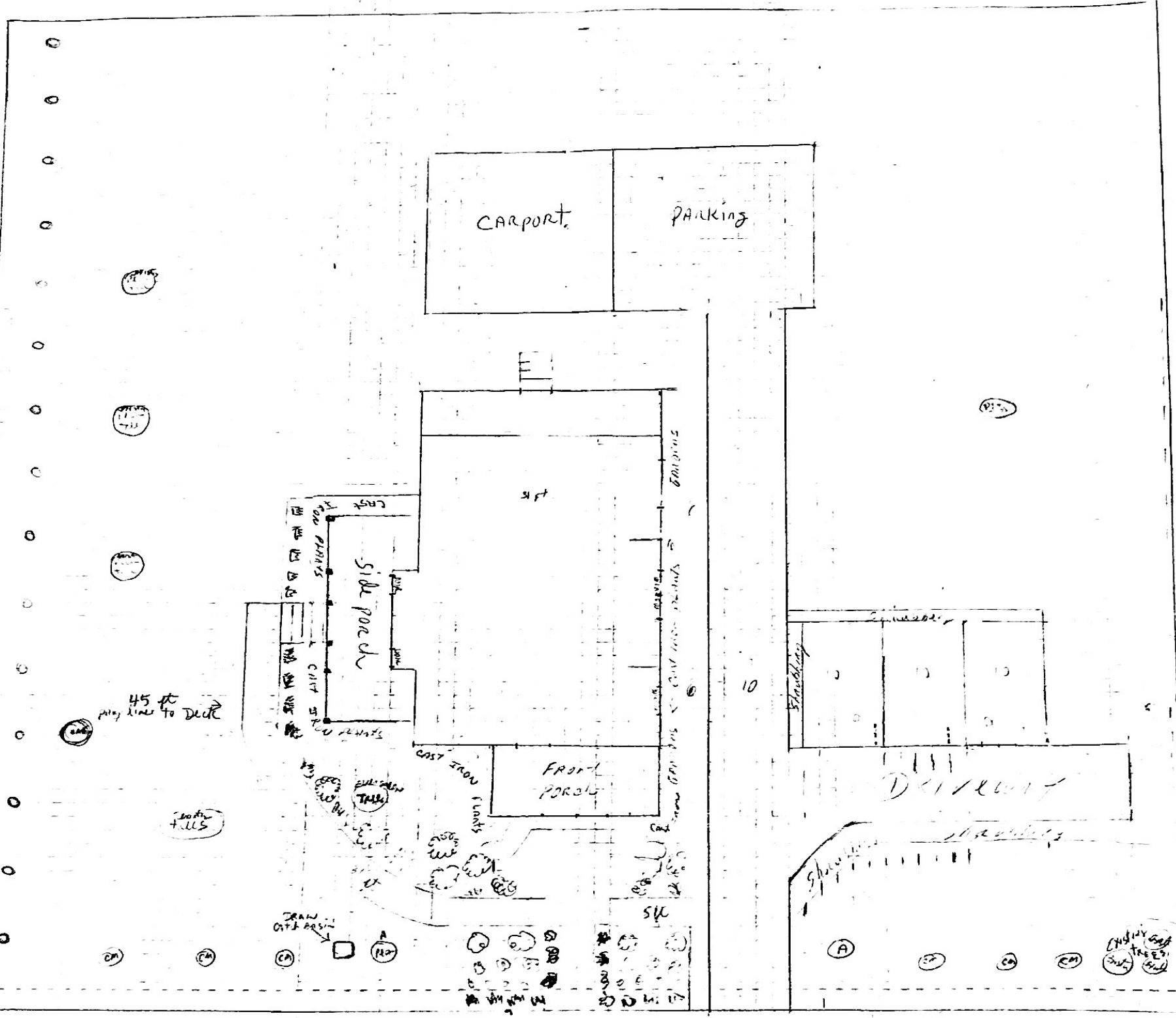
6.4.42.3 Lodging (Transient)— Short-term Rental: Whole House Rental

A dwelling where short-term lodging is provided to one party of guest for compensation by the owner of the residence where the owner’s presence on the premises is not required during the guest’s stay.

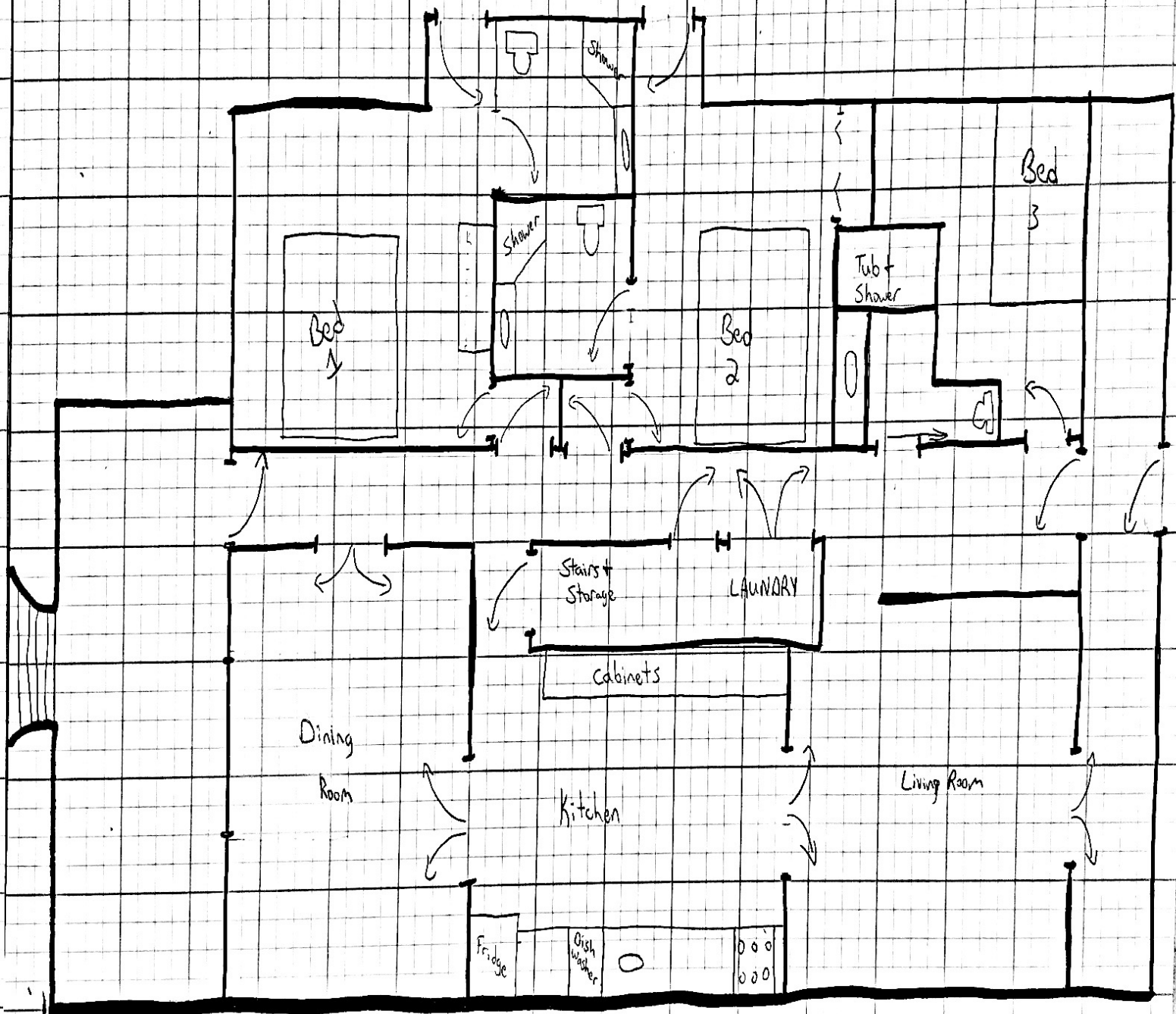


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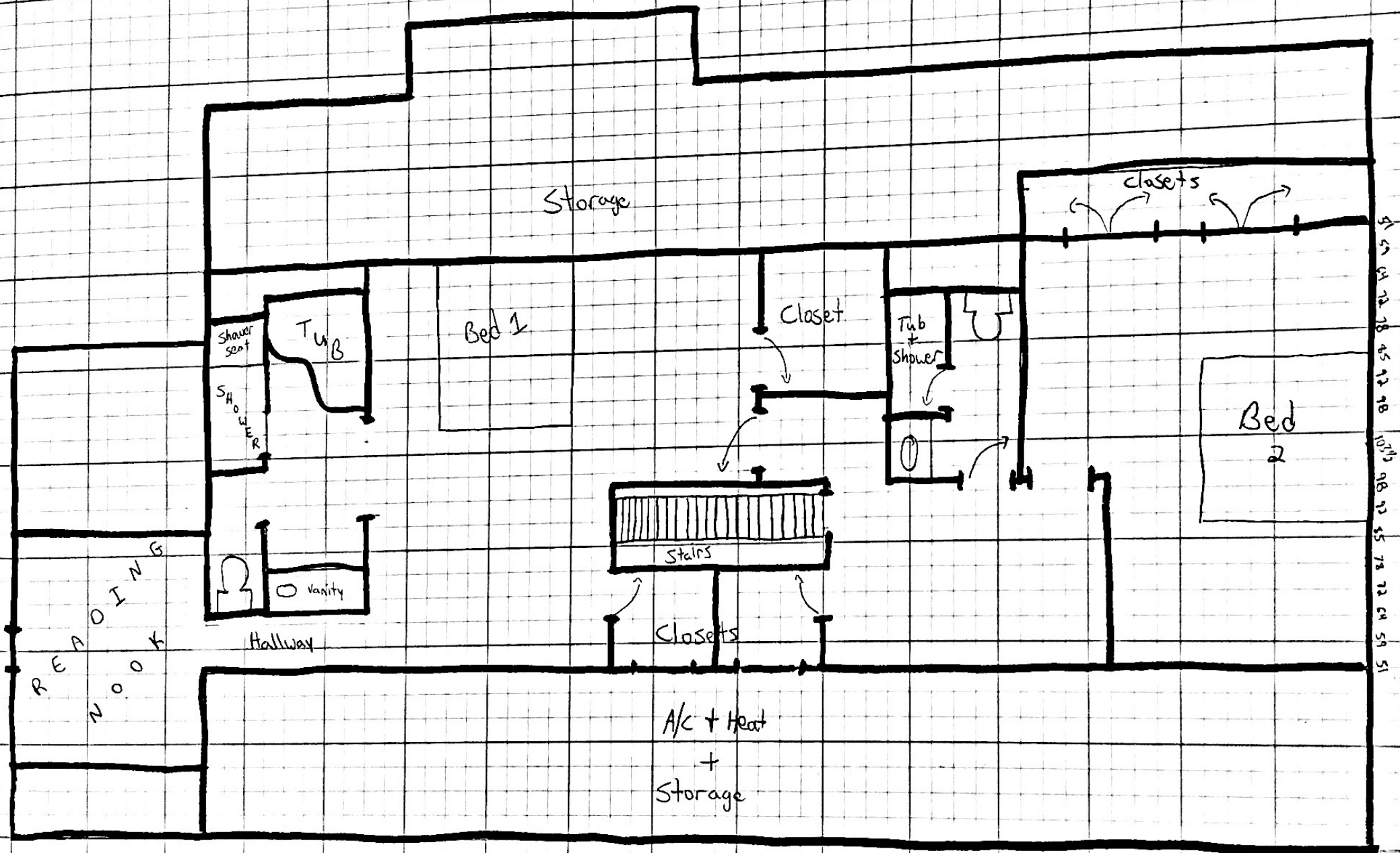
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100



Downstairs Floorplan



UPSTAIRS Floorplan



From: [Blue Heron Bed and Breakfast](#)
To: [Tina Myers](#)
Cc: [Alex Weiner](#)
Subject: Re: Whole House Short Term Rental Waiting List
Date: Friday, June 20, 2025 4:51:59 PM
Attachments: [image002.png](#)
[image003.png](#)
[Whole House Application.pdf](#)
[Blue Heron Property site plan.pdf](#)
[Downstairs floorplan.pdf](#)
[510 cash deed.pdf](#)
[Upstairs Floorplan.pdf](#)

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Tina & Alex,

Here are the digital documents and photos for the Whole Home Permit, along with our statement of intentions. Thank you so much for your help, and please let me know if anything else is needed.

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*-Steven & Sarah Federer
Owners, Blue Heron Bed and Breakfast
510 Girod Street, Mandeville, LA*

City of Mandeville Planning & Zoning Commission

July 22, 2025



CU25-07-05

Applicant requests Conditional Use Approval to allow Lodging (Transient)— Short-term Rental Whole House per the Table of Permitted Uses, CLURO Section 7.8, Old Town of Mandeville, Square 19 Lot 5A, B-3 Old Mandeville Business District, 510 Girod

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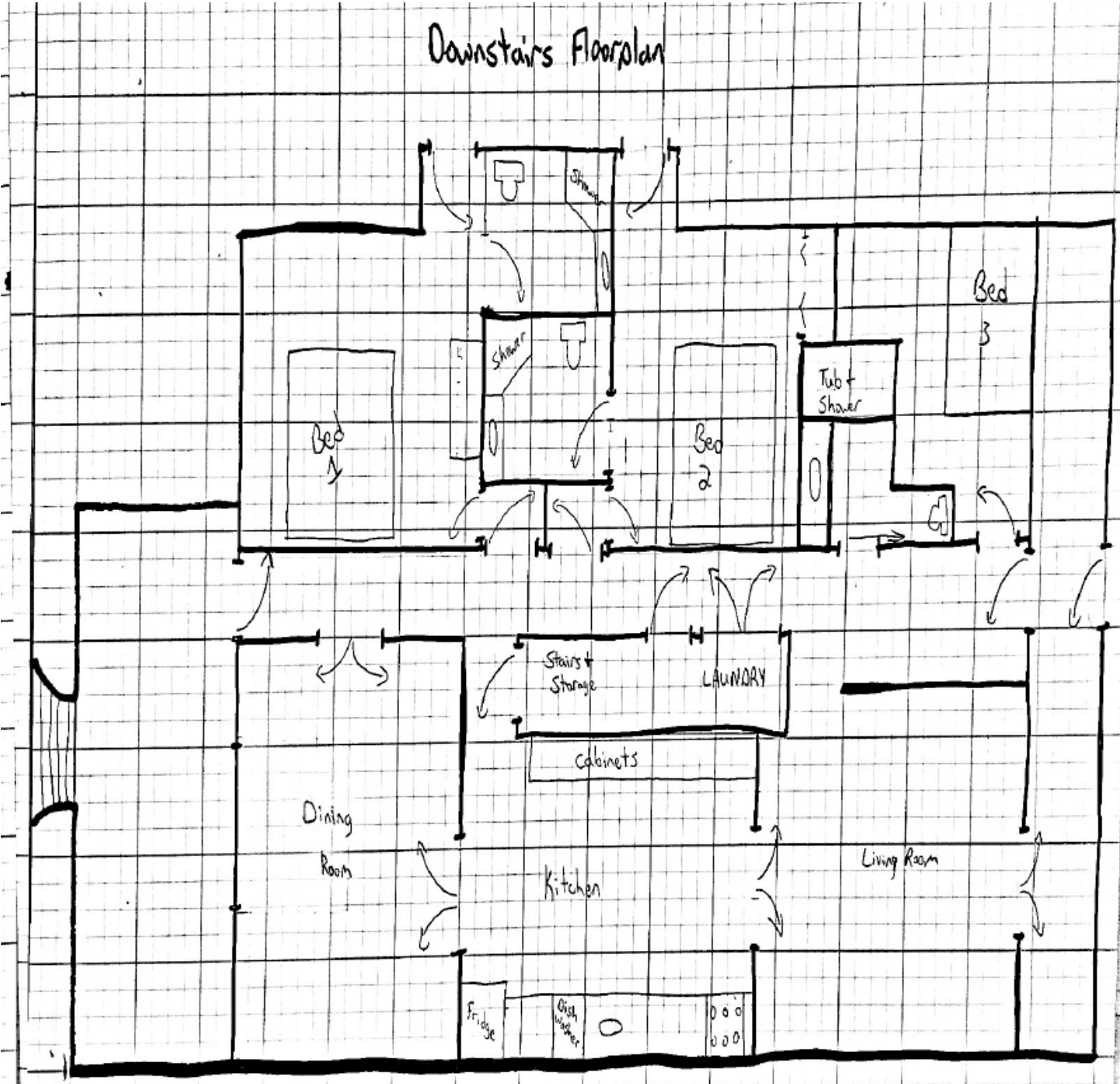
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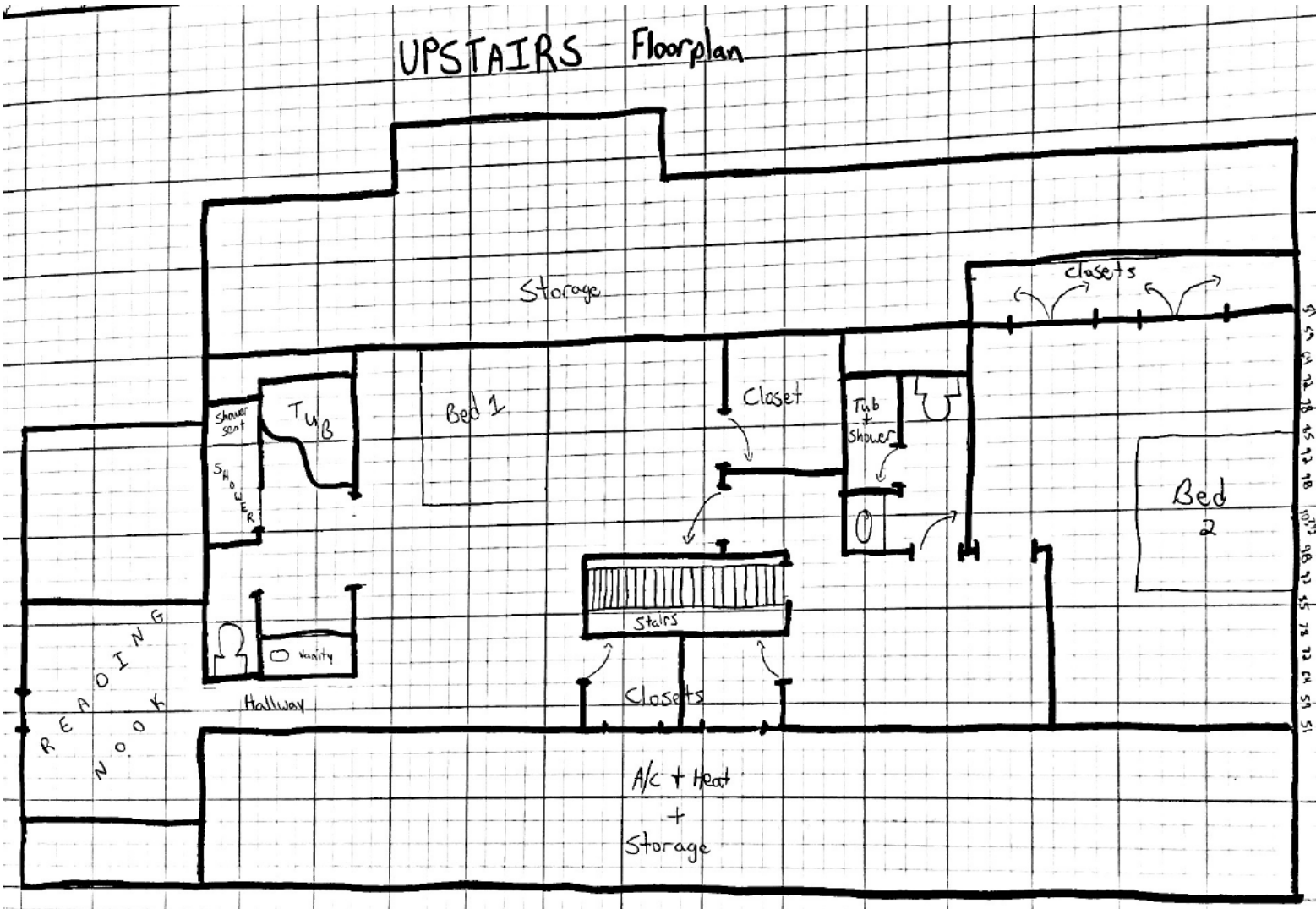
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MANDEVILLE
Planning & Zoning
Commission

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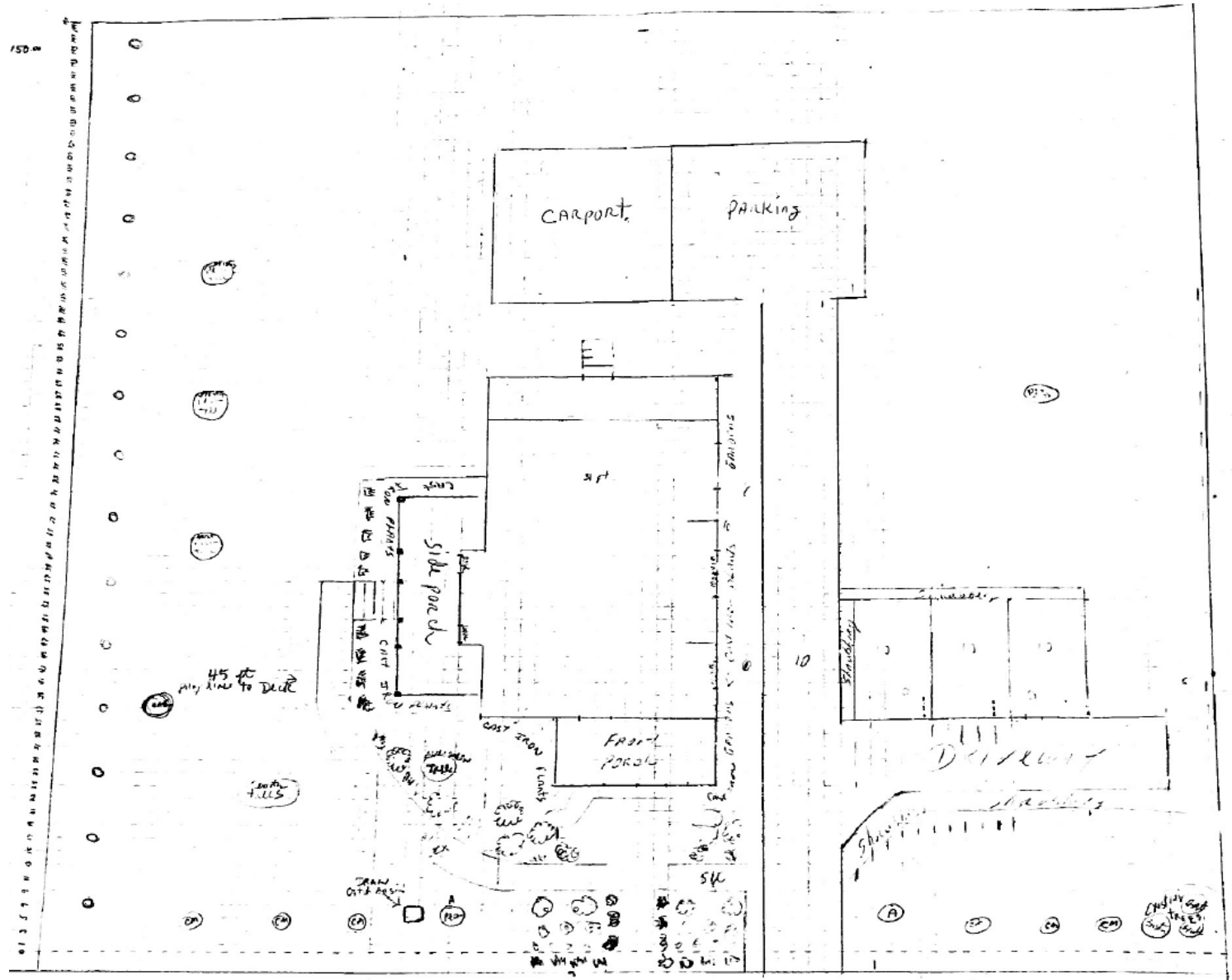
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510 Girod Street, Mandeville, LA

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Interior Photos



Interior Photos



Interior Photos



Interior Photos



Interior Photos



Request

The applicant is requesting Conditional Use approval to operate a Whole House Short Term Rental.

ORD 25-29

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

ORDINANCE NO. 25- 29

AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 24-22, THE OPERATING BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (YEAR END)

WHEREAS, Article B, Financial Procedures of the Home Rule Charter provides that amendments to the adopted budget be made by ordinance; and

WHEREAS, an amendment to the Operating Budget adopted for fiscal year 2024–2025 (Ordinance No. 24-22) is necessary to incorporate end-of-year budgetary adjustments, including the alignment of budgeted revenues with actual receipts from grants, interest income, and authorized transfers between City funds; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2024-2025, Ordinance Number 24-22, is hereby amended to include the budget amendments as set forth on the attached Exhibit “A”, Budget Amendment No.10 (Year End Adjustments) incorporated as a part hereof, and be adopted for the 2024-2025 Fiscal Year Operating Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2024-2025 Operating Budget adopted shall remain in full force and effect.

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

Jason Zuckerman
Council Chairman

FY 2025 Budget Amendment #10
Exhibit A

	Current Budget	Proposed Change	Revised Budget
<u>General Fund</u>			
<i>Operating Revenues</i>			
10000-32200 GRANT INCOME	\$ (6,500,000)	\$ 6,388,375	\$ (111,625)
10000-34600 EMERGENCY INCOME	(10,223,000)	9,386,698	(836,302)
10000-34601 ELEVATIONS INCOME	(100,000)	100,000	-
<i>Interfund Transfers</i>			
10000-90600 TRANSFER SPECIAL SALES TAX	(5,369,137)	3,649,610	(1,719,527)
<u>Special Sales Tax Fund</u>			
<i>Operating Revenues</i>			
50000-31200 MISCELLANEOUS REVENUES	(2,838,051)	2,838,051	-
50000-31400 INTEREST INCOME	(479,438)	141,828	(337,610)
<u>District 3 Sales Tax Fund</u>			
<i>Operating Revenues</i>			
60000-32200 FEDERAL GRANT	(7,825,000)	7,825,000	-
<i>Interfund Transfers</i>			
60000-91100 TRANSFER TO STREET CONSTRUCTION	-	2,347,736	2,347,736
<u>Street Construction Fund</u>			
<i>Interfund Transfers</i>			
70000-91100 TRANSFER DISTRICT 3 SALES TAX	-	(2,347,736)	(2,347,736)