



INTEROFFICE MEMO

TO: Alicia Watts
Elizabeth Sconzert

FROM: Alia Casborné

DATE: September 29, 2025

SUBJECT: Special Events Application Recommendations

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

Krewe of Eve

Applicant: Valerie Dupont

Krewe of Eve Parade

Date/Time: Friday, February 6, 2026 – 7:00 PM

Rain Date: Monday, February 9, 2026 – 7:00 PM

Location: Citywide Route (See Attached Map)

Approval Requests:

- *Parade Route Approval*

Contingencies:

- *Certificate of Insurance*
- *Parade Route Approval*
- *Coordination with MPD*
- *Coordination with Public Works*

Northshore Community Foundation

Applicant: Donna Jenkins

Crawfish Cookin' For a Cause

Date/Time: Sunday, April 12, 2026 – 11:00 AM - 5:00 PM

Rain Date: Sunday, April 26, 2026 – 11:00 AM - 5:00 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*

Attachments

Krewe of Eve

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

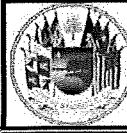
Name of Organization or Group KREWE OF EVE
Name of Authorized Representative VALERIE DUPONT Non-Profit/Tax-Exempt # _____
Mailing Address PO BOX 967
City MANDEVILLE State LA Zip 70470
Applicant Phone # 985-966-3340 Alt. Phone # _____
E-Mail KOEVALERIE@GMAIL.COM Application Fee Paid? X YES ____ NO

Name of Event: KREWE OF EVE PARADE
Date(s) of Event: Day FRIDAY Date 2 / 6 / 26 Time 7PM Rain Dates(s) FEB 9, 2026
Event Location: ST JOSEPH STREET, HWY 190, HWY 22, WEST CAUSEWAY APPROACH, EAST CAUSEWAY APPROACH
Type of Event: ☐ New ☐ Recurring
☐ Fundraiser ☐ Concert ☐ Race/Run/Walk ☒ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event MARDI GRAS PARADE Estimated Attendance OPEN TO PUBLIC

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 checked="" 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
10	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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: Valerie Dupont

Printed Name: VALERIE DUPONT

Organization Represented: KREWE OF EVE

Office Held PRESIDENT Date 3-25-2025

Please email completed application to acasborne@cityofmandeville.com.

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



SPECIAL EVENTS DEPARTMENT USE ONLY

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

 Fee received Date

Certificate of Insurance? YES ✓ NO *To be updated*

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>TBD</u>	<u>KM</u>
Fire District #4	<u>⑦</u>	<u> </u>
Public Works	<u>\$ 9,650</u>	<u>KL</u>
TOTAL COSTS	<u> </u>	

Recommendation of Special Events Committee:

Approved:

L. C. Madden
Mayor Clay Madden

10/29/25
Date

City Council Approval

Alcohol Permit:

 Yes No Date Approved:

Waiver of Lakefront Food & Drink Ordinance:

 Yes No Date Approved:

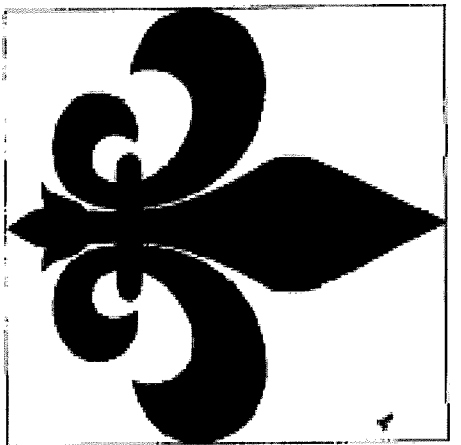


MANDEVILLE POLICE DEPARTMENT

Special Event Addendum

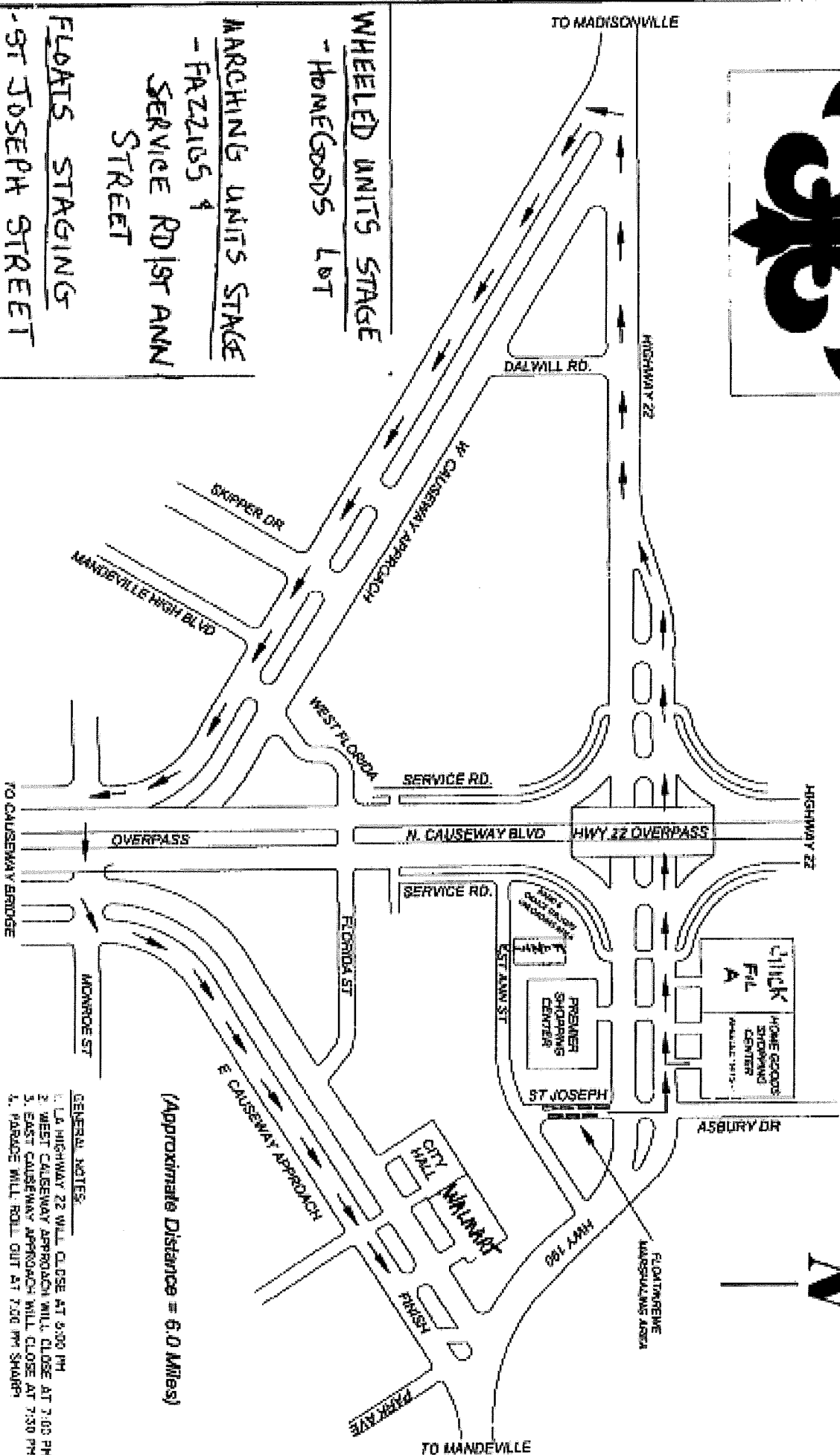
Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: FEB 6, 2025 6PM - 11 PM
2. Location of event: STREETS OF MANDEVILLE
3. Will the event take place on a public roadway? ☒ YES ☐ NO
4. Are you requesting public streets be blocked off? ☒ YES ☐ NO
5. Are you requesting that Police be present during the event? ☒ YES ☐ NO
6. Are you paying for a Police detail? YES ☒ NO
7. If you answered yes to number 6, how many officers? _____
8. Name and contact number of Event official?
VALERIE DUPONT 985.966.3340
9. Will alcoholic beverages be present? YES ☒ NO
10. Expected number of people at event? open to public



Krewe of Eve

Parade Route



WHEELED UNITS STAGE
 - HOME GOODS LOT

MARCHING UNITS STAGE
 - FAZZIUS 4
 SERVICE RD 1ST ANN STREET

FLOATS STAGING
 - ST JOSEPH STREET

GENERAL NOTES:

1. LA HIGHWAY 22 WILL CLOSE AT 5:00 PM
2. WEST CAUSEWAY APPROACH WILL CLOSE AT 7:00 PM
3. EAST CAUSEWAY APPROACH WILL CLOSE AT 7:30 PM
4. PARADE WILL ROLL OUT AT 7:00 PM SHARP

(Approximate Distance = 6.0 Miles)

Crawfish Cookin for a Cause

City of Mandeville
675 Lafitte Street Mandeville,
LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Northshore Community Foundation
Name of Authorized Representative Donna Jenkins Non-Profit/Tax-Exempt # 61-1517784
Mailing Address 807 North Cloumbia Street
City Covington State LA Zip 70433
Applicant Phone # (985) 966-5887 Alt. Phone # (985)
E-Mail DSWJ65@GMAIL.COM Application Fee Paid? YES NO

Name of Event: CRAWFISH COOKIN FOR A CAUSE

Date(s) of Event: Day SUNDAY Date 4/12/26 Time 11 TO 5 Rain Dates(s) APRIL 26, 2026

Event Location: MANDEVILLE LAKE FRONT BETWEEN JACKSON AND FOY 1545 LAKESHORE DRIVE

Type of Event: ☐ New ☒ Recurring
☒ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☐ Other: _____
Description/Purpose of Event FUND RAISER FOR LOCAL CHARITIES Estimated Attendance 1000

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 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	<u>3</u>	
7	If you are requesting Police, will they need to direct traffic?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input 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: Donna Jenkins
Printed Name: Donna Jenkins
Organization Represented: Crawfish Cookin for a Cause
Office Held Primary Advisor Date 7/17/25

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 8/6/25

Certificate of Insurance? YES ☒ NO ☐ To be updated

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$1300</u>	<u>KM</u>
Fire District #4	<u> </u>	<u> </u>
Public Works	<u> </u>	<u> </u>
TOTAL COSTS	<u> </u>	

Recommendation of Special Events Committee:

Resume purchase of hamcades (5-10 per year)
2 officers @ \$650/each Ea-Op (as determined by
police)

Approved:

L. Clay Madden
Mayor Clay Madden

10/19/25
Date

City Council Approval

Alcohol Permit:

 Yes No Date Approved:

Waiver of Lakefront Food & Drink Ordinance:

 Yes No Date Approved:

W 4 X 0 D C A N T - 2 W

JACKSON

ENTRANCE

XXXXXXXXXX

N ↑ PYC

000

△ □

COMMUNIC

00000

TENT

LAKE SHORE DRIVE

*

STAGE

ENTRANCE

- LAKE
- PORTALS
 - X COOKING TEAMS
 - △ ICE TRAILER
 - BEER
 - * POWSA SOURCES

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: Grant's Gift Foundation
2. Legal name(s): Individual, Partners, or Corporation Grant's Gift Foundation
3. Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ / Restaurant ___
4. Business location address Mandeville, Lakefront Between Jackson & Ray
Telephone () _____
5. Mailing address 37 Hummingbird Road Covington, LA
6. Contact Person Michael Morgan
Phone Number 504-957-5713 E-Mail Address: MPMorgan@MUGA.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? ___ If yes, list.

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

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

Title:

Signature of Preparer

Date

P. Aronson Advisor
7/17/25

Girod St Lighting

SECTION 00650
CHANGE ORDER

No. 1

Date of Issuance: 9/26/2025

Effective Date: 9/22/2025

Owner: City of Mandeville

Owner's Contract No.: 100.25.010

Contract: Girod St. Landscaping & Lighting, Ph. III

Date of Contract: 06/27/2025

Contractor: Preferred Electric, Inc.

Engineer's Project No.: 24038

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

Description:

This Change Order is to extend the administrative assembly period by 132 calendar days from the original LADOTD established 30 calendar days to 162 calendar days due to a delay in the procurement of the light poles. The current manufacturer lead time for the light poles is about 20 weeks. The additional assembly time will allow time for the receipt and verification of the poles prior to installation. The assembly period end date will be extended from the original end date of September 23, 2025 to February 2, 2026. The Contractor's Request for Change Order has been accepted and approved by LADOTD.

Attachments (list documents supporting change):

LADOTD approved Request for Change Order

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 395,699.80

[~~Increase~~] [~~Decrease~~] from previously approved
Change Orders No. N/A to No. N/A:

\$0.00

Contract Price prior to this Change Order:

\$ 395,699.80

[~~Increase~~] [~~Decrease~~] of this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$ 395,699.80

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): 90

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders
No. N/A to No. N/A:

Substantial completion (days): N/A

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 90

[~~Increase~~] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 132

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 222

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

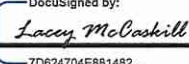
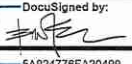
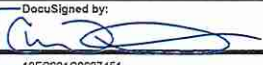
ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
Request for Change Order (Design-Bid-Build)

State Project No.: H.007588			
Project Name: Girod Street Landscaping and Lighting, Ph 3		Date Submitted: 9/19/2025	
DOTD Project Manager: Stephen Meek		Date Required: 9/22/2025	
DOTD PE/CE&I: Kevin Adams/James E. Powell, Jr., w/ Kyle & Associates, L.L.C.			
Contractor: Preferred Electric Inc., Joshua Blouin		Proposed CO Category: 1	
Estimated Cost and Time Adjustment <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div> Cost Increase / (Decrease) Time Adjustment Increase / (Decrease) </div> <div style="text-align: right;"> <div style="display: flex; align-items: center;"> \$ <div style="border-bottom: 1px solid black; padding: 0 20px;">0</div> </div> <div style="border-bottom: 1px solid black; padding: 0 20px;">132 Calendar Days</div> </div> </div>			
Contractor Change Order Request Summary <p>Requesting extension of assembly period to accommodate the manufacturers lead time of 20 weeks. Current delivery target date is January 23, 2026. Current assembly period ends on September 23, 2025. We are requesting new date to be February 2, 2026. This will allow time for the material to be received and verified.</p>			
PE/CE&I Recommendation <div style="display: flex; justify-content: space-around; margin-top: 5px;"> Entitlement <input type="checkbox"/> Time <input checked="" type="checkbox"/> Cost <input type="checkbox"/> </div> <p>Kyle Associates has reviewed the requested time extension and find it to be reasonable given the timeframe for receiving the lighting materials for the referenced project.</p> <div style="text-align: right; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">Initial JEP</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Initial K.A.</div> </div>			
By: Lacey McCaskill		Signature: 	
		Date: 9/23/2025 10:14 AM CDT	
HQ Construction Recommendation <p>I have no objection to this request provided the contractor agrees to hold their prices. In addition, a letter from the supplier confirming the anticipated lead time must be submitted with the change order. - sab</p>			
By: Brian Owens		Signature: 	
		Date: 9/26/2025 11:54 AM CDT	
Highest Approval Level Recommendation <p>Approved to extend the assembly period contingent upon no change in bid prices.</p>			
By: Chad Winchester		Signature: 	
		Date: 9/26/2025 1:35 PM CDT	
Attachment(s) <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>			

Certificate Of Completion

Envelope Id: 49621117-C278-49C3-8ED9-1CA273DEBDA6
 Subject: H.007588 - RFCO - CO1 Request for Assembly Period Extension
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Kevin Adams
 PO Box 94245
 1201 Capitol Access Road
 Baton Rouge, LA 70804-9245
 kevin.adams@la.gov
 IP Address: 136.226.12.186

Record Tracking

Status: Original 9/22/2025 12:31:37 PM	Holder: Kevin Adams kevin.adams@la.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: DOTD LOS	Location: DocuSign

Signer Events

Josh Blouin
 jblouin@preferredelectric.net
 Security Level: Email, Account Authentication (None)

Signature

Completed
 Using IP Address: 209.16.71.101

Timestamp

Sent: 9/22/2025 12:43:15 PM
 Viewed: 9/22/2025 4:06:46 PM
 Signed: 9/22/2025 4:07:47 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/22/2025 4:06:46 PM
 ID: 8adaadb6-d17b-4a43-b9f1-4d86192637d5

James E. Powell, Jr.
 epowell@kyleassociates.net
 Sr. Vice President Engineering
 Security Level: Email, Account Authentication (None)

Initial


Signature Adoption: Pre-selected Style
 Using IP Address: 69.238.209.153

Sent: 9/22/2025 4:07:49 PM
 Viewed: 9/22/2025 4:18:03 PM
 Signed: 9/23/2025 8:27:07 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/22/2025 4:18:03 PM
 ID: 0a1cef7b-27f8-4779-9ae5-d5411764b015

Kevin Adams
 kevin.adams@la.gov
 Project Engineer
 DOTD
 Security Level: Email, Account Authentication (None)

Initial


Signature Adoption: Drawn on Device
 Using IP Address: 136.226.12.186

Sent: 9/23/2025 8:27:08 AM
 Viewed: 9/23/2025 8:27:58 AM
 Signed: 9/23/2025 8:28:42 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Lacey McCaskill
 Lacey.mccaskill@la.gov
 Area Engineer
 DOTD
 Security Level: Email, Account Authentication (None)

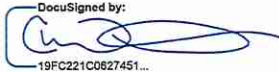
DocuSigned by:

 7D624704E881482...

Signature Adoption: Pre-selected Style
 Using IP Address: 136.226.12.186

Sent: 9/23/2025 8:28:43 AM
 Viewed: 9/23/2025 10:13:11 AM
 Signed: 9/23/2025 10:14:01 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signer Events	Signature	Timestamp
Sarah Ballmer sarah.ballmer@la.gov Engineer 6 DOTD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 136.226.12.211	Sent: 9/23/2025 10:14:02 AM Viewed: 9/23/2025 3:41:55 PM Signed: 9/23/2025 4:51:51 PM
Brian Owens brian.owens@la.gov Chief Construction Engineer LADOTD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Uploaded Signature Image Using IP Address: 136.226.12.80	Sent: 9/23/2025 4:51:53 PM Viewed: 9/25/2025 4:06:24 PM Signed: 9/26/2025 11:54:58 AM
Chad Winchester chad.winchester@la.gov DOTD CHIEF ENGINEER DOTD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Uploaded Signature Image Using IP Address: 136.226.13.80	Sent: 9/26/2025 11:54:59 AM Viewed: 9/26/2025 1:33:52 PM Signed: 9/26/2025 1:35:14 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2025 12:43:15 PM
Envelope Updated	Security Checked	9/23/2025 7:47:45 AM
Certified Delivered	Security Checked	9/26/2025 1:33:52 PM
Signing Complete	Security Checked	9/26/2025 1:35:14 PM
Completed	Security Checked	9/26/2025 1:35:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft obo Louisiana Department of Transportation and Development (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft obo Louisiana Department of Transportation and Development:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: forrest.brewer@la.gov

To advise Carahsoft obo Louisiana Department of Transportation and Development of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at forrest.brewer@la.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft obo Louisiana Department of Transportation and Development

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to forrest.brewer@la.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Louisiana Department of Transportation and Development

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to forrest.brewer@la.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft obo Louisiana Department of Transportation and Development as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft obo Louisiana Department of Transportation and Development during the course of your relationship with Carahsoft obo Louisiana Department of Transportation and Development.

LS 13,18 & 37

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

RESOLUTION NO. 25-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND FAIRWAY CONSULTING + ENGINEERING FOR LIFT STATIONS 13 (N. CAUSEWAY SERVICE RD. AND MONROE ST.), 18 (GOLDEN GLEN ON CORIN PARKWAY), 37 (SANCTUARY SUBDIVISION ON CARDINAL LN) UPGRADES PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on November 9, 2022, the City of Mandeville and Fairway Consulting + Engineering entered into a professional services agreement for design, permitting, bidding, construction administration, and resident inspection for Lift Station No. 13 located on the N. Causeway Service Road South of Monroe St., Lift Station No. 18 located on Corin Parkway within the Golden Glen Subdivision, and Lift Station No. 37 located within the Sanctuary Subdivision on Cardinal Lane in the City of Mandeville;

WHEREAS, the original agreement allowed for the City to increase the Consultant's fee if the contract award amount exceeded 10% of the construction estimate at the time the original fee amount was established; and

WHEREAS, the original fee was estimated on a construction cost of \$884,000 and the actual award was \$981,000, an amendment to increase the original contract amount by \$12,911.00 is requested to cover the Consultant's Engineering basic services fee is requested by the City; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute the attached Amendment No. 2 of the Professional Services Agreement with Fairway Consulting + Engineering to increase the total contract amount by \$12,911.00, bringing it from \$197,175.00 to \$210,086.00.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

FAIRWAY CONSULTING + ENGINEERING

COM PROJ. NO. 212.23.007

**LIFT STATION 13 (N. CAUSEWAY SERVICE RD. AND MONROE ST.), 18
(GOLDEN GLEN ON CORIN PARKWAY), 37 (SANCTUARY SUBDIVISION
ON CARDINAL LN.) UPGRADES PROJECT**

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

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on November 9, 2022 (the “**Agreement**”) to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 13 (LS No. 13) located on the N. Causeway Service Road South of Monroe St., Lift Station No. 18 (LS No. 18) located on Corin Parkway within the Golden Glen Subdivision, and Lift Station No. 37 located within the Sanctuary Subdivision on Cardinal Lane in the City of Mandeville;

WHEREAS, the Agreement has a duration of two (2) years from the Effective Date of November 9, 2022;

WHEREAS, Amendment No. 1 with an effective date of March 10, 2025 extended the duration of the Agreement one (1) additional calendar year from November 9, 2024 to November 9, 2025;

WHEREAS, per the original Agreement, the City has the right to increase or decrease the compensation based on the cost of actual bids received if the contract award exceeded 10% of the estimated construction cost. The original Basic Services fee in the amount of \$74,175.00 for the Design, Bid & Award, and Construction Administration & Closeout Phases was based on the State of Louisiana Facility Planning & Control (FP&C) Fee Curve percentage and the estimated construction cost of \$884,000.00 at the time of the original agreement. Given the actual contract

award amount of \$981,100.00 was 11% higher than the original construction cost estimate and exceeded the 10% threshold, the City has elected to adjust the Consultant's compensation;

WHEREAS, the City further acknowledges the additional complexities encountered by the Consultant for the project as result of additional coordination activities required with utility companies during construction, additional required engineering and construction management services for reconciling encountered field changes & the determination of by-pass pumping flow rates, additional construction administrative services for the preparation & processing of change orders & other work directives due to materials delays and utility conflicts, and the management of other unforeseen conditions which arose during the construction phase; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to adjust the Consultant's Basic Services compensation for design, bid & award, and construction administration & closeout services based on the actual contract award amount of \$981,100.00 using the 2024 Facility Planning & Control (FP&C) Fee Curve with a multiplier 1.1 per **Attachment A** for the Lift Stations 13, 18 & 37 Upgrades Project (the "Project") accordingly;

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

A. SERVICES: The following design services are added to the Consultant Scope of Work for the **Lift Stations 13, 18 & 37 Upgrades Project**:

1. None.

B. COMPENSATION:

1. **Fees Added for the Lift Stations 13, 18 & 37 Upgrades Project.** The Consultant's fee schedule for survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, & verification services (if requested) is amended as follows:

Phase I	Survey (as Needed)	(Lump Sum)	\$6,000.00
Phase II	Preliminary Design	(Lump Sum)	\$33,963.54
Phase III	Environmental Study (if requested)	(Lump Sum)	(NOT USED)
Phase IV(a)	Final Design	(Lump Sum)	\$22,642.36
Phase IV(b)	Bid & Award	(Lump Sum)	\$4,354.30
Phase V(a)&V(b)	Construction Administration & Closeout	(Lump Sum)	\$26,125.80
Phase V(c)	Inspection, Reporting & Verification (if requested)	(Hourly, NTE)	\$102,000.00
Phase VI(a)	Permitting	(Hourly, NTE)	\$5,000.00
Phase VI(b)	Investigation of Control Panel Hazard Mitigation	(Hourly, NTE)	\$10,000.00

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement will be increased by **\$12,911.00** from the original not to exceed amount of **\$197,175.00 to \$210,086.00**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE:

1. Contract duration will not be extended and the contract expiration date of November 9, 2025 shall remain.

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

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

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

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

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 202__.

FAIRWAY CONSULTING + ENGINEERING

BY: _____
JOHN A. CATALANOTTO, PRESIDENT
CORPORATE TAX I.D. _____

Attached A
(Louisiana Facility Planning & Control Fee Curve Calculation)

Calculator Based on Proposed State Fee Schedule

2024

Project Name LS 13, 18 & 37 Upgrades

Date 9/1/2025

1.	Enter the Available Funds for Construction	\$981,100
2.	Enter the Renovation Factor (if not applicable, enter '1')	1.10
3.	Enter the subject year for cost index data (prior year)	2023
4.	The Building Cost Index for the subject year is	8130
5.	The Consumer Price Index for the subject year is	304.7
6.	The BCI for the reference year (1975) was	1306
7.	The CPI for the reference year (1975) was	53.8
8.	The BCI ratio is	0.1606
9.	The CPI ratio is	5.66
10.	The adjusted AFC for the reference year (1975) is	\$157,604
11.	log [1975 AFC] =	5.198
12.	The adjusted fee percentage for the reference year is	8.870%
13.	The adjusted fee amount for the reference year is	\$13,979
14.	The adjusted base fee for the subject year is	\$79,169
15.	TOTAL FEE (including Renovation factor, if any) =	\$87,086.27
16.	Fee as a percentage of the AFC =	8.88%

Res 25-49

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER

_____; AND MOTIONED FOR ADOPTION BY COUNCIL MEMBER

_____; SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____**

RESOLUTION NO. 25-49

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE RECOMMENDATION OF THE EVALUATION COMMITTEE FOR
THE 2025 CAPITAL ASSET SCHEDULE REVIEW, RECONCILIATION, &
REMEDIAL SERVICES CONTRACT AND AUTHORIZING THE MAYOR TO
EXECUTE A CONTRACT WITH THE HIGHEST-RANKED PROPOSER, CRI
ADVISORS, LLC, AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City of Mandeville solicited proposals for the 2025 Capital Asset Schedule Review, Reconciliation, & Remedial Services contract through a formal Request for Proposals (RFP) process in accordance with Louisiana R.S. 38:2212; and

WHEREAS, proposals were received and reviewed by a designated Evaluation Committee, which evaluated each submission based on the criteria published in the RFP to determine which proposal represented the best value to the City; and

WHEREAS, the Evaluation Committee has completed its evaluation and scoring, and has recommended that the contract be awarded to the highest-ranked proposer, **CRI Advisors, LLC**; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville, in regular session assembled, that it does hereby accept the recommendation of the Evaluation Committee to award the contract for the 2025 Capital Asset Schedule Review, Reconciliation, & Remedial Services to **CRI Advisors, LLC**;

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes Mayor Clay Madden to execute a contract and all necessary related documents between the City of Mandeville and **CRI Advisors, LLC**, based on the terms, conditions, and unit pricing set forth in their proposal dated August 6, 2025.

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.

Council Clerk

Council Chairman

Professional Services Proposal for City of Mandeville

Request for Proposal - 2025 Capital Asset Schedule Review, Reconciliation, & Remediation Services

August 6, 2025

Proposer

Carr, Riggs & Ingram
3850 North Causeway Blvd
Ste 1400
Metairie, Louisiana 70002
Phone: 504.837.9116
Fax: 985.626.9767

Submitted by

Amy Verberne
Partner
AVerberne@CRIadv.com

Kathleen Zuniga
New Orleans SPU Partner-In-Charge
KZuniga@CRIadv.com

†This is not a CPA Firm.

*Assurance, attest, and audit services provided by Carr, Riggs & Ingram, L.L.C.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C.* ("CRI CPA"), CRI Advisors, LLC† ("CRI Advisors†" or "Advisors†"), and Capin Crouse, LLC* ("Capin Crouse CPA"), and CRI Capin Crouse Advisors, LLC† ("Capin Crouse Advisors†") provide professional services. CRI CPA*, Capin Crouse CPA*, CRI Advisors†, Capin Crouse Advisors†, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA* and Capin Crouse CPA* are licensed independent certified public accounting ("CPA") firms that separately provide attest services, as well as additional ancillary services, to their clients. CRI CPA* and Capin Crouse CPA* are independently-owned CPA firms that provide attestation services separate from one another. CRI Advisors† and Capin Crouse Advisors† provide tax and business consulting services to its clients. CRI Advisors† and its subsidiaries, including Capin Crouse Advisors†, are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CRI CPA*, Capin Crouse CPA*, Capin Crouse Advisors†, and CRI Advisors†, as appropriate.



TABLE OF CONTENTS



Cover Letter	3
Firm's Understanding and Approach	4
Project Timeline with Staffing Assignments and Hour Estimates	7
Resumes	9
References	12
Attachment A - Proposal Certification Form	13
Attachment A.1 - Cost Proposal	15
Attachment B - Non-Collusion Affidavit	17
Attachment C - Affidavit of Past Criminal Convictions	18
Attachment D - Code of Conduct Affidavit	19
Attachment E - E-Verify Affidavit	20
Attachment F - Vendor Registration Form	21
Attachment G - Suspension and Debarment Certification	24
Attachment H - Proposer References Form	25
Attachment I - Signing Authority & Corporate Resolution	27
Attachment J - Political Contributions Affidavit	29
Attachment K - Conflict of Interest Disclosure Affidavit	30
CRI Family of Companies	31
Join Our Conversation	32

Dear RuthAnn Chadwick, CPPB:

We appreciate the opportunity to propose on consulting services for the City of Mandeville (the City). We are eager to establish a long-term partnership that delivers immediate and ongoing value through our tailored solutions and competitive fee structure. We have a deep-bench of governmental specialists and resources, and we have the staffing capacity and an established strategy and approach, which enable us to begin implementing consulting services quickly and efficiently.

At CRI, our dedicated team of over 2,000 professionals aligns their expertise with your specific needs, ensuring seamless service from the start. CRI delivers big firm expertise with small firm service. Of approximately 46,000 public accounting firms in the United States, CRI currently ranks in the top 25. Additionally, our governmental sector represents nearly 40% of our business firm-wide. Leveraging these resources while maintaining local decision-making authority means that simplified solutions are only a phone call away. And we believe that's the best of both worlds for our clients. We understand the level of responsibility involved with resolving recurrent audit issues and ensuring compliance with Government Accounting Standards Board (GASB) pronouncements, Louisiana Legislative Auditor (LLA) expectations, and Generally Accepted Accounting Principles (GAAP).


As a top-priority client, you will receive the very best that CRI has to offer and CRI believes in developing relationships by tailoring your service team to align their industry, service, and specialty skills with your needs. This customization is reinforced by our commitment to consistent staffing, which allows our dedicated teams to deliver the highest level of business acumen and knowledge to your organization.

Our partners bring over 7,500 years of collective business experience, focusing on delivering solutions that translate complex concepts into actionable insights. We strive to become trusted advisors by understanding your business and proactively contributing to your success. While accounting is the language of business, we're here to decipher the jargon and help you make educated decisions. CRInnovate embraces agility and invention.

When you have CRI on your side, you have a **team of hundreds of government specialists** within reach with countless years of practice serving entities like yours. These specialists are made available to you to address any range of technical questions you might have, whether those questions be related to accounting guidance and technical standards, governance and structure, financial reporting, perspectives on other governments' interpretations, or whatever else it may be, we know that our experienced team can address your questions.

We look forward to the opportunity to showcase our commitment to innovation, expertise, and responsiveness as one of the fastest-growing firms in the U.S. Thank you for considering our proposal.

Sincerely,

A handwritten signature in blue ink that reads "Amy D. Verberne".

Amy Verberne
Partner, CRI Advisors, LLC
Partner, Carr, Riggs & Ingram, L.L.C.

FIRM'S UNDERSTANDING AND APPROACH



From the RFP and the pre-proposal conference, we understand your team to express the following needs, requests, and/or issues. We've detailed our proposed approach below and are happy to discuss other related projects as they arise and upon request.

OBJECTIVES:

We understand the City of Mandeville is in need of a qualified, licensed CPA firm to conduct a comprehensive review, reconciliation, and remediation of the City's capital asset schedules in order to resolve recurrent audit issues and ensure compliance with Governmental Accounting Standards Board (GASB) pronouncements, Louisiana Legislative Auditor (LLA) expectations, and Generally Accepted Accounting Principles (GAAP). We acknowledge the need to complete the project no later than December 31, 2025, with final deliverables supporting FY25 year-end asset capitalization and audit readiness. We will fully address both the General Governmental Funds Capital Asset Schedule and the Enterprise Fund Capital Asset Schedule independently and in a manner that facilitates consolidated financial reporting and audit compliance.

We will also evaluate current practices and assist with the development of condition assessments and preservation cost documentation as required to support the modified approach for eligible infrastructure systems in accordance with GASB 34.

SCOPE OF NEEDS:

A. Review of Existing Records

- Conduct a comprehensive review of all existing fixed asset records, including those related to land, infrastructure, vehicles, buildings, equipment, IT systems, leasehold improvements, and intangible assets.
- Evaluate records for accuracy, consistency, and completeness.
- Ensure appropriate classification and treatment of non-depreciable assets (e.g., land, right-of-way) and evaluate grouped assets (e.g., streetlights, signage, sidewalks) to determine whether the modified or composite depreciation method is appropriate.
- Compare asset records against audited FY 2022–2024 and unaudited FY 2025 financial statements, general ledger data, invoices, purchase orders, and fixed asset ledgers.
- Review prior audit findings and management letters to identify previously cited discrepancies or compliance issues.
- Examine prior disposal records and retirement transactions to ensure that disposed assets are properly recorded.
- Review each capital asset schedule independently, ensuring that both are complete, accurate, and aligned with respective fund accounting principles.

B. Reconciliation

- Perform a line-item reconciliation of asset records to general ledger balances by category and fiscal year.
- Reconcile beginning balances and accumulated depreciation figures, identifying and resolving roll-forward errors.
- Verify asset existence, location, and condition through documentation review and coordination with departments for physical inspections of high-value or sensitive assets.
- Document all discrepancies and resolutions using a Reconciliation Matrix, which shall serve as a structured spreadsheet tool listing each asset line item alongside key reconciliation fields such as ledger value, recorded asset value, status flags (e.g., missing, duplicated, retired), correction notes, and supporting document references. The template must allow City staff and auditors to trace reconciliation decisions and serve as a durable audit trail for each asset under review.

FIRM'S UNDERSTANDING AND APPROACH



SCOPE OF NEEDS (Continued):

C. Error Identification and Correction

- Identify and document errors such as duplicate asset entries, incorrect asset classifications, improperly capitalized expenses, and assets that were fully depreciated but not retired.
- Review depreciation methods and useful lives for compliance with GASB 34 and update as needed.
- Identify and correct any inconsistencies in capitalization thresholds, salvage values, and depreciation start dates.
- Provide a detailed Correction Log, which shall serve as a structured companion document to the Reconciliation Matrix. The Correction Log must include: the asset identifier, a description of the issue identified (e.g., misclassification, duplication, erroneous depreciation), the corrective action taken, justification for the adjustment, reference to the source documentation used to validate the correction, and the corresponding date of the adjustment. This log will act as an audit trail and internal record for all material modifications made to the capital asset schedule during the remediation process.
- Evaluate asset systems eligible for the modified approach under GASB 34. Advise on data requirements, develop procedures for periodic condition assessments, and assist in estimating annual maintenance/preservation costs.

D. Updated Schedule Preparation

- Develop a reconciled and fully auditable Final Capital Asset Schedule, formatted for both internal use and external audit support.
- The schedule shall include: unique asset ID, asset description, category (land, buildings, equipment, etc.), acquisition date, acquisition cost, accumulated depreciation, net book value, assigned department, funding source (if applicable), and asset location.
- Ensure alignment with Louisiana Legislative Auditor (LLA) reporting formats and categories.
- Provide the schedule in both Excel and searchable PDF formats, with formulas and cell references intact.
- Recommend or propose software platforms or structured templates that support audit-traceable tracking of assets, ideally with compatibility for future integration into the City's existing or planned financial systems such as Tyler MUNIS.
- The Final Capital Asset Schedule shall present assets from the General Governmental Funds and the Enterprise Fund in clearly delineated sections or tabs to facilitate fund-specific reporting and audit validation. Each schedule must stand alone as complete and internally reconciled.

E. Deliverables

Deliverables will be required as identified in the 'Timeline' below. We will coordinate with the City staff and stakeholders to hold a formal meeting to review the final deliverables and present key findings, explain corrections and methodology, provide recommendations, and respond to questions to ensure a smooth transition to ongoing schedule maintenance.

We understand the requirement to provide the City with a clear, concise, auditable final schedule and the tools and knowledge to maintain the schedule well into the future.

Our deliverables will also include a Modified Approach Support Memo to summarize the City's eligibility/readiness to implement the modified approach, including condition data requirements, cost documentation strategies, and sample reporting tables consistent with GASB 34 disclosures.



FIRM'S UNDERSTANDING AND APPROACH

APPROACH:

We are proud of our hands-on, service-centric, and results-oriented approach. Combining that approach with quality controls and superior talent allows us to help you achieve your goals and strengthen your management systems and processes. This approach is further emphasized through our three core values which guide our team's behavior and function as the foundation for interactions with our clients and each other.



CRI intends and is able to create capacity for one of our most experienced governmental consulting senior managers to devote the time necessary to complete the engagement timely and with the highest quality. He will have access to staffing as needed to perform lower-level tasks and will remain in communication regularly with the client and government consulting partner(s) responsible for the engagement.



PROJECT TIMELINE WITH STAFFING ASSIGNMENTS AND HOUR ESTIMATES

TIMELINE

CRI understands that the deliverables are critical to resolving current audit issues, establishing ongoing tracking mechanisms, and preparing the City for external audit review and fiscal year-end closeout and that the project must be completed by December 31, 2025. We will inform you immediately if there are any material barriers to timely performance, particularly those arising from delays in accessing historical documentation or staff availability. We understand that, under certain circumstances (such as the inability to obtain timely records, internal approvals, or staff access), we may submit a written request for a justified extension of interim or final deadlines, but we must do so in writing within two (2) business days of discovering the delay. Below is an approximate timeline expected for the project.

WORK TO BE PERFORMED	DATE
Appointment of audit firm	September 1, 2025
Review of Existing Records	September 2025 - October 2025
Reconciliation	September 2025 - October 2025
Interim Diagnostic Report	No later than October 15, 2025
Error Identification and Correction	October 2025 - November 2025
Draft Capital Asset Schedule	No later than November 22, 2025
Updated Schedule Preparation	November 2025 - December 2025
Final Capital Asset Schedule and Recommendations Report	No later than December 31, 2025
Exit Conference	January 2026 (or as scheduled)
Modified Approach Support Memo	January 2026

STAFFING ASSIGNMENTS

Resources: Staff, Partners and Offices

As a large firm, CRI has a vast quantity of resources available to serve on your engagement. With **over 2,000 team members, including over 300 Partners, spread across 70 offices**, we have ample resources to provide an extremely strong team of professionals to administer your program.



Over 350 of our professionals specialize in the government industry so we can tailor a team to your engagement that is selected from a deep-bench of knowledgeable and experienced experts. We thoroughly evaluate the capacity of our assigned team members and establish a plan to reassign the workloads of all key team members so that they can **focus their time and attention on your engagement**. With an agile team and the full support of our Industry Line Leader and the entire firm, we are able to make these changes quickly and effectively.

PROJECT TIMELINE WITH STAFFING ASSIGNMENTS AND HOUR ESTIMATES



STAFFING ASSIGNMENTS (CONTINUED)

Engagement Selection

To ensure we consistently maintain appropriate staffing capacity, we are very selective about the engagements we undertake. This ensures we focus on projects where we will thrive and execute to a high standard. When assessing our capacity and the staffing requirement for your engagement, based on our knowledge obtained from performing other consulting engagements, we verify that **we have assigned highly-qualified individuals with capacity** to dedicate to your project. Being selective about the work we take on is one of the ways that enables us to demonstrate and execute **our firm's values**.



The team selected to work on your engagement consists of two governmental consulting partners (Amy Verberne, CPA and Becky Hammond, CPA, CISA, CITP, CGAP), a governmental consulting senior manager (Kellson Jeffery, CPA), and staff members with sufficient, appropriate government experience and CPE to understand, enhance, and deliver quality input and insight on the engagement procedures. See the resumes provided below for our key engagement personnel.

As stated above in the 'Firm's Understanding and Approach' section, we intend to and are able to create the capacity necessary to complete the engagement timely and with the highest quality work that you would expect.

HOUR ESTIMATES

DELIVERABLE	ESTIMATED LABOR HOURS
Interim Diagnostic Report (including review of existing records and reconciliation)	
Draft Capital Asset Schedule (including error identification and correction)	
Final Capital Asset Schedule and Recommendations Report (including updated schedule preparation)	
Exit Conference (including all preparation, attendance, and follow-up of any questions, if necessary)	
Modified Approach Support Memo (including preparation and review with management)	
TOTAL HOURS	

Supplemental post-project implementation support can also be performed and would be at our standard rates by role, which can be found in Attachment A.1.



Amy Verberne, CPA

Consulting Partner

Partner, CRI Advisors, LLC

Partner, Carr, Riggs & Ingram, L.L.C.

AVerberne@CRIadv.com



Representative Clients

- St. Charles Parish Council
- Brazoria County, Texas
CDBG-MIT Grant
Administration
- Lakeview Crime Prevention
- Slidell City Marshal
- Pennsylvania Housing
Finance Agency Grant
Administration (former client)
- St. Tammany Parish Internal
Audit Consulting (former
client)
- City of Covington (former
client)
- Downtown Development
District of New Orleans
(former client)

Experience

Amy has over 24 years of experience in public accounting and in industry practice. Her significant public accounting experiences includes numerous government agencies, charter schools, non-profits, and nonpublic clients. Amy's work in industry has given her a deeper understanding of internal controls that can be used to assist her clients in reviewing and developing a successful set of internal controls.

Amy recently lead a firm-wide team that assisted the Pennsylvania Housing Finance Authority in administering an ARPA Homeowners Assistance Fund Grant of over \$350 million where organization, documentation, and strict adherence to processes were key to the success of the project.

Education, Licenses & Certifications

- BS, Accounting, Southeastern Louisiana University
- MBA, Southeastern Louisiana University
- Certified Public Accountant (CPA) - Louisiana License

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Louisiana Society of Certified Public Accountants (LSCPA)
- Louisiana Association of Nonprofit Organizations (LANO)

CRI Firm Responsibilities

- Non-Profit Internal Inspector (Firm-wide)
- Non-Profit CMT Reviewer (Firm-wide)
- Single-Audit Engagement Quality Control Reviewer (Firm-wide)



Becky Hammond, CPA, CISA, CITP, CGAP

Consulting Partner

Partner, CRI Advisors, LLC

Partner, Carr, Riggs & Ingram, L.L.C.

BHammond@CRIadv.com



Representative Clients

- Brazoria County, Texas ERA1 & ERA2
- Brazoria County, Texas Bluewater Highway
- St. Bernard Parish Housing
- City of New Orleans
- St. Bernard Parish
- St. John the Baptist Parish
- New Orleans Regional Transit Authority
- Bogalusa City Schools
- Port of New Orleans
- Regional Planning Commission
- St. Bernard Parish District Attorney
- St. John the Baptist Parish District Attorney
- St. John the Baptist Parish Library
- Washington Parish Sheriff's Office
- Municipal and Traffic Court of New Orleans
- Town of Pearl River
- Capital Area Transit System
- City Court of Bogalusa

Experience

With over 24 years of experience serving a wide variety of government clients, Becky has an exceptional level of technical expertise and has participated in several successful major projects. She is a founding member of our COVID-19 Task Force and she regularly reviews the latest guidance relating to COVID-19 funding, including the ERA program which she synthesized into a format that can be easily communicated and understood by our clients and consulting teams.

Becky led one of our first and largest CARES Act consulting engagements with Jefferson Parish where she oversaw the processing of \$70m of CARES Act funds. She also worked on the successful implementation of the ERA program for Brazoria County, Texas. Becky's experience provides exceptional insights into governmental operations and her ability to anticipate and prevent project difficulties and control weaknesses is highly valued and appreciated by her clients.

Education, Licenses & Certifications

- BS, Management, Accounting Major, Tulane University
- Certified Public Accountant - Louisiana License (CPA)
- Certified Information Systems Auditor (CISA)
- Certified Information Technology Professional (CITP)
- Certified Government Auditing Professional (CGAP)

Professional Affiliations

- Speaking Engagements: LCPA Governmental Accounting and Auditing Conference 2024, 2024 GASB and Single Audit Updates
- Accounting and Finance Women's Alliance, President
- American Institute of Certified Public Accountants (AICPA)
- AICPA Governmental Audit Quality Centers
- Institute of Internal Auditors
- ISACA (Information Systems Audit and Control Association)
- Louisiana Society of CPAs (LCPA) (Chair of the Governmental Accounting and Auditing Conference Committee)
- LCPA/AICPA Women to Watch Experienced Leader Award 2020

Firm Affiliations

- Government & Public Sector Sub-Line Leader, Firm-wide



Kellson Jeffrey, CPA

Consulting Senior Manager
CRI Advisors, LLC

KJeffery@CRIadv.com



Representative Clients

- St. Bernard Parish Government (including Department of Housing and Redevelopment)
- St. Charles Parish
- St. John the Baptist Parish
- Brazoria County, Texas CDBG-MIT Grant Administration
- Brazoria County, Texas Dunes Grant Administration
- Regional Planning Commission
- St. Bernard Parish District Attorney
- Jefferson Parish (former client)
- Jefferson Parish Public School System (former client)
- St. John the Baptist Parish School Board (former client)
- Downtown Development District of New Orleans (former client)

Experience

Kellson has over 11 years of combined professional experience in public accounting and as the Director of Finance for a large local government. He has a proven record of being a responsible and successful leader of projects of all shapes and sizes. Kellson has provided expensive auditing and consulting services to a variety of non-public, not-for-profit and local government entities. He has vast hands-on knowledge of state and federal grant program compliance and administration.

Kellson manages the CDBG-Mitigation Program for Brazoria County, which requires him to work closely with County and City key management personnel and engineers in order to gather necessary information for the application and compliance requirements.

Education, Licenses & Certifications

- BS Business Administration, Accounting, Troy University
- Master of Accountancy, Troy University
- Certified Public Accountant - Louisiana License (CPA)
- Certified Information Technology Professional (CITP)

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Louisiana Society of Certified Public Accountants (LCPA)

REFERENCES



CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our team's combined experience is derived from providing audit, tax, consulting, and accounting outsourcing services. We parlay this vast experience and derived best practices into proven solutions that benefit you. Below we share specific, relevant client references; we encourage you to consult with them.

RELATIONSHIP	TIMELINE	SERVICE DESCRIPTION
St. John the Baptist Parish Robert Figuero, Jr. Chief Financial Officer	2022 - 2023 for December 31, 2021 and 2022	Capital Asset Reconciliation in Munis
City of Slidell Blair Ellinwood	2017 - Present	Pension, Lease, and SBITA review, activity, and calculations
St. Tammany Parish Annie Perkins, CPA Director of Finance	Jan 2022 - Dec 2023	Internal Audit Project
St. Tammany Parish Gina Hayes Chief Administrative Officer	Jun 2023 - Mar 2025	HUD CDBG-DR Hurricane Isaac Internal Audit Project
Washington Parish Sheriff's Office Lesa Henry Chief Civil Deputy	2024 - Present	Audit Preparation
Town of Pearl River Joe Lee Mayor	2022 - Present	Audit Preparation

See Attachment H for additional details regarding references.

ATTACHMENT A - PROPOSAL CERTIFICATION FORM



ATTACHMENT A: PROPOSAL CERTIFICATION FORM

2025 Capital Asset Schedule Review, Reconciliation, & Remediation Services

The undersigned hereby certifies that the pricing, representations, and documentation submitted in response to the City of Mandeville's Request for Proposals (RFP) for 2025 Capital Asset Schedule Review, Reconciliation & Remediation Services are accurate, complete, and binding.

The Proposer agrees to furnish all labor, materials, supervision, technology tools, and professional services necessary to perform all work described in the RFP and any issued addenda, in accordance with applicable standards including:

- Governmental Accounting Standards Board (GASB) Statements 34, 87, 96, and 104
- Generally Accepted Accounting Principles (GAAP)
- Louisiana Legislative Auditor (LLA) guidance
- The City's internal control, audit, and financial reporting policies

Required Pricing Forms

Pricing is submitted using the following required attachments:

- Attachment A.1 – Cost Proposal
(Includes lump sum or not-to-exceed hourly rate pricing by task, and estimated reimbursables)

Pricing Representation

The undersigned certifies that:

- All proposed pricing is fully burdened, including but not limited to labor, travel, documentation, technology resources, and overhead.
- Any reimbursable expenses have been disclosed and are reasonable, appropriate, and limited to costs necessary for project delivery.
- No additional charges shall be incurred without prior written authorization from the City through a contract amendment or approved task order.

Validity of Proposal

This proposal shall remain valid and open for acceptance by the City for a period of 120 calendar days from the stated deadline for submission.

Acknowledgment of Addenda

I acknowledge receipt of the following Addenda issued by the City for this RFP (check all that apply):

☒ Addendum No. 1 ☐ Addendum No. 2 ☐ Addendum No. 3 ☐ Other: _____

ATTACHMENT A - PROPOSAL CERTIFICATION FORM



ATTACHMENT A: PROPOSAL CERTIFICATION FORM

Proposer Information & Certification

LEGAL NAME OF PROPOSER / FIRM	CRI Advisors, LLC
MAILING ADDRESS	200 Greenleaves Blvd, Mandeville, LA 70448
PHONE NUMBER	985.626.8299
EMAIL ADDRESS	AVerberne@CRIadv.com
AUTHORIZED REPRESENTATIVE (PRINT)	Amy Verberne, CPA
TITLE OF AUTHORIZED REPRESENTATIVE	Partner
SIGNATURE	<i>Amy D. Verberne</i>
DATE	8/6/25

If the proposer is a corporation: Attach a certified corporate resolution or affidavit of authority.
If a non-corporate entity: Attach equivalent documentation (e.g., operating agreement or notarized affidavit) showing authority of the signatory to bind the firm.

ATTACHMENT A.1 - COST PROPOSAL



ATTACHMENT A.1 COST PROPOSAL FORM

2025 RFP Capital Asset Schedule Review, Reconciliation & Remediation Services

Proposer Name: CRI Advisors, LLC
Louisiana CPA License #: 4092
Primary Contact Name: Amy Verberne
Email Address: AVerberne@CRIadv.com
Phone Number: 985.626.8299

Section 1 – Pricing Method (Check One)

- ☐ Lump Sum Proposal
☒ Hourly Rate / Not-to-Exceed (NTE) Proposal (Attach Rate Schedule by Staff Role)

Section 2 – Total Cost Summary

Deliverable / Task Description	Lump Sum Price (if applicable)	Hourly Est. Price (if applicable)
Interim Diagnostic Report (Due October 15, 2025)	\$ _____	\$ <u>61,400</u>
Draft Capital Asset Schedule (Due November 22, 2025)	\$ _____	\$ <u>30,500</u>
Final Capital Asset Schedule & Recommendations Report (Due December 31, 2025)	\$ _____	\$ <u>12,600</u>
Exit Conference and Final Handoff	\$ _____	\$ <u>8,100</u>
TOTAL BASE PROJECT COST	\$ _____	\$ <u>112,600</u>

Section 3 – Optional Services (Phase 2 Implementation Support)

(Optional – Not included in base scoring but may be considered for follow-on work)

Optional Services	Price (Flat or Hourly)
Periodic Asset Inventory Refreshes	\$ <u>Hourly; see rates by role in table on next page</u>
Training for City Staff	\$ <u>Hourly; see rates by role in table on next page</u>
System Integration or MUNIS Import Support	\$ <u>Hourly; see rates by role in table on next page</u>
Ongoing Schedule Maintenance Support	\$ <u>Hourly; see rates by role in table on next page</u>

Section 4 – Reimbursable Expenses

(Include only if not bundled in total pricing above)

Describe any reimbursables and estimated totals:

Mileage at standard IRS rates for engagement team travel as necessary to perform all procedures.

Estimated Total Reimbursables: \$ 2,300



ATTACHMENT A.1 - COST PROPOSAL

The following rate schedule by staff role will be used for this project and subsequent post-project implementation support, if requested.

ROLE	HOURLY RATE
Partner	
Manager	
Senior	
Staff	



ATTACHMENT B - NON-COLLUSION AFFIDAVIT

ATTACHMENT B: NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED
Amy Verberne, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT
HE/SHE IS THE FULLY AUTHORIZED Partner OF CRI Advisors, LLC
(HEREINAFTER REFERRED TO AS VENDOR), THE PARTY WHO SUBMITTED A PROPOSAL FOR
_____ WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON August 6, 2025
AND SAID AFFIANT FURTHER SAID:

That vendor 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 vendor whose services in connection with the public contract were in the regular course of their duties for vendor; and

That no part of the contract price received by vendor 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 vendor whose services in connection with the project were in the regular course of their duties for vendor.

Said proposal is genuine and the vendor has not colluded, conspired or agreed directly or indirectly with any other vendor to offer a sham or collusive proposal.

Said vendor has not in any manner, directly or indirectly, agreed with any other person to fix the proposal price of affiant or any other vendor, or to fix any overhead, profit or cost element of said price, or that of any other vendor, to induce any other person to refrain from providing a proposal.

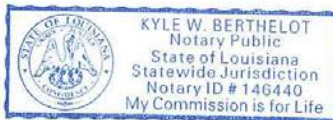
Said vendor is not intended to secure an unfair advantage of benefit from The City of Mandeville or in favor of any person interested in the proposed contract.

Amy D Verberne
AUTHORIZED SIGNATURE

NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 DAY OF August, 2025

My commission expires: 12/31/2025



ATTACHMENT C - AFFIDAVIT OF PAST CRIMINAL CONVICTIONS



ATTACHMENT C – AFFIDAVIT OF PAST CRIMINAL CONVICTIONS

STATE OF Louisiana
PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority,
personally came and appeared:

Amy Verberne,
who, after being by me duly sworn, deposed and said:

That he/she is the fully authorized representative of:
CRI Advisors, LLC,
the party submitting the foregoing proposal;

That, to the best of his/her knowledge, no individual or legal entity who is a proposed subcontractor or principal of the proposer has, within the past five (5) years, been convicted of, or has entered a plea of guilty or nolo contendere to any of the following crimes:

- Public bribery (R.S. 14:118)
- Extortion (R.S. 14:66)
- Corrupt influencing (R.S. 14:120)
- Money laundering (R.S. 14:230)
- Theft, fraud, bribery, or related offenses under federal law or the laws of this state or any other state

That the proposer understands that any false statement made on this affidavit may be grounds for rejection of this proposal and may subject the person signing it to criminal prosecution.

That the proposer acknowledges that if it is later discovered that a person described above was convicted of or pled guilty to a crime listed above, the proposer must notify the City of Mandeville within 10 days of discovery and cooperate fully with any City investigation.

THUS DONE AND SIGNED at Covington LA,
on this 6 day of August, 2025.

Signature of Affiant: Amy D Verberne

Printed Name: Amy D Verberne

Title: Partner

Company Name: Carr, Riggs & Ingram, LLC CRI Advisors, LLC

SWORN TO AND SUBSCRIBED BEFORE ME

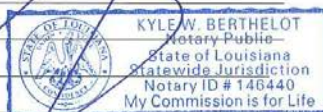
this 6 day of August, 2025.

Notary Public Signature: _____

Printed Name: _____

Notary ID or Bar Roll No.: _____

My Commission Expires: _____



ATTACHMENT D - CODE OF CONDUCT AFFIDAVIT



ATTACHMENT D – CODE OF CONDUCT AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority,
personally came and appeared:

Amy Verberne,
who, after being by me duly sworn, deposed and said:

That he/she is the fully authorized representative of:
CRI Advisors, LLC,
the party submitting the foregoing proposal;

That he/she acknowledges the following City of Mandeville Code of Conduct and affirms compliance on behalf of the proposer and its subcontractors:

1. No proposer or subcontractor shall offer or give any gratuity, favor, or anything of monetary value to any official, employee, or agent of the City of Mandeville for the purpose of influencing favorable disposition of a proposal or subsequent contract.
2. No City employee or official shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest exists.
3. Any attempt to influence an official decision outside of proper channels may result in the disqualification of the proposal.
4. Proposers and subcontractors must comply with both the Louisiana Code of Governmental Ethics and the City of Mandeville's Code of Conduct throughout the term of the contract.
5. The proposer agrees to flow down these standards to all lower-tier subcontractors and suppliers used for work under this contract.

THUS DONE AND SIGNED at Covington LA,
on this 6 day of August, 2025.

Signature of Affiant: Amy D Verberne
Printed Name: Amy D Verberne
Title: Partner
Company Name: CRI Advisors, LLC

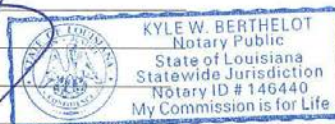
SWORN TO AND SUBSCRIBED BEFORE ME
this 6 day of August, 2025.

Notary Public Signature: _____

Printed Name: _____

Notary ID or Bar Roll No.: _____

My Commission Expires: _____



ATTACHMENT E - E-VERIFY AFFIDAVIT



ATTACHMENT E – E-VERIFY AFFIDAVIT

STATE OF Louisiana
PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority,
personally came and appeared:

Amy Verberne,
who, after being by me duly sworn, deposed and said:

That he/she is the duly authorized representative of:
CRI Advisors, LLC,
the proposer submitting the foregoing proposal.

That pursuant to Louisiana Revised Statute R.S. 38:2212.10, the proposer affirms that:

1. The company is registered and participates in the status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens;
2. The company shall require all subcontractors to submit to the company a sworn affidavit verifying compliance with R.S. 38:2212.10;
3. The company understands that any violation of this provision may result in the termination of the awarded contract and may subject the company to liability for any damages incurred by the City of Mandeville.

THUS DONE AND SIGNED at Covington LA,
on this 6 day of August, 2025.

Signature of Affiant: Amy D Verberne
Printed Name: Amy D Verberne
Title: Partner
Company Name: CRI Advisors, LLC

SWORN TO AND SUBSCRIBED BEFORE ME
this 6 day of August, 2025.

Notary Public Signature: _____

Printed Name: _____

Notary ID or Bar Roll No.: _____

My Commission Expires: _____



ATTACHMENT F - VENDOR REGISTRATION FORM



ATTACHMENT F – VENDOR REGISTRATION FORM

Date: 8/6/25	City of Mandeville Vendor Registration		Vendor Number: <small>City Use Only</small>
Contact Information			
Company Name:	CRI Advisors, LLC		
FEIN: Attach IRS Form W-9	See attached		
Address:	200 Greenleaves Blvd		
City, State, Zip:	Mandeville, LA 70448		
Phone:	985.626.8299		
Sales Contact Name: Amy Verberne			
Email: AVerberne@CRIadv.com		Phone: 985.626.8299	
Accounting Contact Name: Amy Verberne			
Email: AVerberne@CRIadv.com		Phone: 985.626.8299	
Business Information			
Products Provided: None			
Services Provided: Capital Asset Schedule Review, Reconciliation, & Remediation Services			
Insured: Attach COI	Yes	No	NA
Licensed:	Yes	No	NA
License Type:		License Number:	

ATTACHMENT F - VENDOR REGISTRATION FORM



Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification <small>Go to www.irs.gov/FormW9 for instructions and the latest information.</small>		Give form to the requester. Do not send to the IRS.	
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.					
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CRI ADVISORS LLC					
2 Business name/disregarded entity name, if different from above.					
Print or type. <small>See Specific Instructions on page 3.</small>	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div><input type="checkbox"/> Individual/sole proprietor</div><div><input type="checkbox"/> C corporation</div><div><input type="checkbox"/> S corporation</div><div><input type="checkbox"/> Partnership</div><div><input type="checkbox"/> Trust/estate</div></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P</div><div><small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></div></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div><input type="checkbox"/> Other (see instructions)</div><div><small>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <small>(Applies to accounts maintained outside the United States.)</small></small></div></div>		3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 901 BOLL WEEVIL CIR STE 200		Requester's name and address (optional)		
	6 City, state, and ZIP code ENTERPRISE, AL 36330				
	7 List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.					
<div style="display: flex; justify-content: space-between;"><div><small>Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></div><div style="border: 1px solid black; padding: 5px; text-align: center;">Social security number <div style="display: flex; justify-content: space-around; margin: 5px 0;"><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div><div style="display: flex; justify-content: space-between; margin: 5px 0;"><div>or</div><div>Employer identification number</div></div><div style="display: flex; justify-content: space-around; margin: 5px 0;"><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</div><div style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</div></div></div></div>					
Part II Certification					
Under penalties of perjury, I certify that:					
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and					
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and					
3. I am a U.S. citizen or other U.S. person (defined below); and					
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.					
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.					
Sign Here	Signature of U.S. person 	Date 10/2/24			
General Instructions					
Section references are to the Internal Revenue Code unless otherwise noted.					
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .					
What's New					
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.					
Purpose of Form					
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they					

Cat. No. 10231X

Form W-9 (Rev. 3-2024)

ATTACHMENT F - VENDOR REGISTRATION FORM



CARRR-2

OP ID: JR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren	334-347-2631 CONTACT: Forrest J. Warren PHONE (A/C, No. Ext): 334-347-2631 FAX (A/C, No.): 334-393-2345 E-MAIL ADDRESS: jennifer@whittakerwarren.com														
INSURED CRI Advisors LLC, Carr, Riggs, & Ingram Capital, L.L.C. & its subsidiaries and Carr, Riggs & Ingram, L.L.C. 901 Boll Weevil Cir, Suite 200 Enterprise, AL 36330	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: American Casualty Company of</td> <td>20427</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: American Casualty Company of	20427	INSURER C: Continental Insurance Company	35289	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Casualty Company	20443														
INSURER B: American Casualty Company of	20427														
INSURER C: Continental Insurance Company	35289														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADOL SUBR INSD INVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X X	6045711126	01/07/2025	01/07/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	6045711112	01/07/2025	01/07/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS 10000	X X	6045711143	01/07/2025	01/07/2026	EACH OCCURRENCE \$ 22,000,000 AGGREGATE \$ 22,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	6045688709	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured on a primary, non-contributory basis where required by written contract. A waiver of subrogation applies where required by written contract.

CERTIFICATE HOLDER CITYMAN City of Mandeville Its Officers, Agents, Employees & Volunteers 3101 E Causeway Approach Mandeville, LA 70448	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



ATTACHMENT G - SUSPENSION AND DEBARMENT CERTIFICATION

ATTACHMENT G – SUSPENSION & DEBARMENT CERTIFICATION

Non-Federal Entity Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion The proposer certifies, by submission of this proposal, that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not had one or more public transactions (federal, state, or local) terminated for cause or default within the three-year period preceding this proposal.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The proposer agrees to include this certification in all subcontracts and lower-tier covered transactions and understands that it has a continuing obligation to disclose any change in circumstances that would affect this status.

THUS DONE AND SIGNED this 6th day of August, 2025.

Signature of Authorized Certifying Official: Amy D. Verberne

Printed Name: Amy Verberne

Title: Partner

Organization: CRI Advisors, LLC

ATTACHMENT H - PROPOSER REFERENCES FORM



ATTACHMENT H - PROPOSER REFERENCES FORM

Proposers must provide references from at least three (3) public agencies for which the proposer has performed capital asset reconciliation, audit preparation, GASB compliance support, or related municipal accounting services within the past five (5) years.

Additional references may be submitted on a separate page if desired. Contact information must be current and accurate.

The City reserves the right to contact any reference listed to verify past performance, qualifications, and relevance of prior work.

Reference #1

Agency Name: St. John the Baptist Parish
Contact Name: Robert Figuero, Jr.
Title: Chief Financial Officer
Phone Number: 985.652.9569 ext 1242
Email Address: r.figuero@stjohn-la.gov
Contract Start/End Dates: 2022 - 2023 for December 31, 2021 and 2022
Brief Description of Services Provided:

Assistance with capital assets reconciliation in Munis Capital Asset Module (assisted with reconciliation of
detailed assets in underlying subledger module to assets purchased in general ledger)

Reference #2

Agency Name: City of Slidell
Contact Name: Blair Ellinwood
Title: Director of Finance
Phone Number: 985.640.7284
Email Address: bellinwood@cityofslidell.org
Contract Start/End Dates: 2017 - Present
Brief Description of Services Provided:

Pension calculation review; performance of lease calculations; and annual review of SBITA activity

Reference #3

Agency Name: St. Tammany Parish
Contact Name: Annie Perkins, CPA
Title: Director of Finance
Phone Number: 985.898.2513
Email Address: alperkins@stpgov.org
Contract Start/End Dates: Jan 2022 - Dec 2023
Brief Description of Services Provided:

Perform internal control examination to document and evaluate existing internal controls and identify areas
of risk for Parish entity-level controls, finance department, grants department, human resources department,
permits and planning department, and procurement department.

ATTACHMENT H - PROPOSER REFERENCES FORM



ATTACHMENT H - PROPOSER REFERENCES FORM

Proposers must provide references from at least three (3) public agencies for which the proposer has performed capital asset reconciliation, audit preparation, GASB compliance support, or related municipal accounting services within the past five (5) years.

Additional references may be submitted on a separate page if desired. Contact information must be current and accurate.

The City reserves the right to contact any reference listed to verify past performance, qualifications, and relevance of prior work.

Reference #1

Agency Name: St. Tammany Parish
Contact Name: Gina Hayes
Title: Chief Administrative Officer
Phone Number: 985.898.2445
Email Address: gthayes@stpgov.org
Contract Start/End Dates: Jun 2023 - Mar 2025

Brief Description of Services Provided:

Internal audit services related to HUD CDBG-DR Hurricane Isaac grant funds related to procurement,
expenditures, and other compliance requirements.

Reference #2

Agency Name: Washington Parish Sheriff's Office
Contact Name: Lesa Henry
Title: Chief Civil Deputy
Phone Number: 985.839.3434 ext 1016
Email Address: lhenry@wpso.la.gov
Contract Start/End Dates: 2024 - Present

Brief Description of Services Provided:

Audit preparation including capital assets schedule maintenance, depreciation calculations, financed
purchase and SBITA calculations

Reference #3

Agency Name: Town of Pearl River
Contact Name: Joe Lee
Title: Mayor
Phone Number: 985.863.5800
Email Address: mayor.lee@townofpearlriver.net
Contract Start/End Dates: 2022 - Present

Brief Description of Services Provided:

Audit preparation including capital assets schedule maintenance and depreciation calculations

ATTACHMENT I - SIGNING AUTHORITY AND CORPORATE RESOLUTION



As a listed member of CRI Advisors, LLC as filed with the Louisiana Secretary of State, Kathleen Zuniga has legal authorization to bind the firm. See the Louisiana Secretary of State Record below.

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
CRI ADVISORS, LLC	Limited Liability Company (Non-Louisiana)	WILMINGTON	Active
Previous Names			
Business:	CRI ADVISORS, LLC		
Charter Number:	46358702Q		
Registration Date:	2/25/2025		
Domicile Address			
1209 ORANGE STREET			
STE			
WILMINGTON, DE 19801			
Mailing Address			
1000 E. PRESTON AVENUE			
STE 200			
SHREVEPORT, LA 71105			
Principal Business Office			
901 BOLL WEEVIL CIRCLE			
STE 200			
ENTERPRISE, AL 36330			
Registered Office in Louisiana			
1000 E. PRESTON AVENUE			
STE 200			
SHREVEPORT, LA 71105			
Principal Business Establishment in Louisiana			
1000 E. PRESTON AVENUE			
STE 200			
SHREVEPORT, LA 71105			
Status			
Status:	Active		
Annual Report Status:	In Good Standing		
Qualified:	2/25/2025		
Last Report Filed:	N/A		
Type:	Limited Liability Company (Non-Louisiana)		
Registered Agent(s)			

ATTACHMENT I - SIGNING AUTHORITY AND CORPORATE RESOLUTION



Agent:	THOMAS SIMMS
Address 1:	1000 E. PRESTON AVENUE
Address 2:	STE 200
City, State, Zip:	SHREVEPORT, LA 71105
Appointment Date:	2/25/2025

Officer(s)

Additional Officers: No

Officer:	WILLIAM CARR
Title:	Manager, Member
Address 1:	901 BOLL WEEVIL CIRCLE
Address 2:	STE 200
City, State, Zip:	ENTERPRISE, AL 36330

Officer:	KATHLEEN ZUNIGA
Title:	Member
Address 1:	3850 CAUSEWAY BLVD
Address 2:	SUITE 1400
City, State, Zip:	METAIRIA, LA 70002

Amendments on File (1)

Description	Date
Appointing, Change, or Resign of Officer	3/26/2025

[Print](#)

ATTACHMENT J - POLITICAL CONTRIBUTIONS AFFIDAVIT



ATTACHMENT J – POLITICAL CONTRIBUTIONS AFFIDAVIT

CITY OF MANDEVILLE, LOUISIANA
PURSUANT TO CITY ORDINANCE NO. 14-07

STATE OF LOUISIANA
PARISH OF St. Tammany

BEFORE ME, the undersigned authority, personally came and appeared:

Amy Verberne
who, being first duly sworn, did depose and state:

1. That he/she is the duly authorized representative of:
CRI Advisors, LLC
(Company Name)
2. That in accordance with City of Mandeville Ordinance No. 14-07, any person or entity who enters into a contract with the City of Mandeville for an amount exceeding ten thousand dollars (\$10,000), shall disclose all political contributions made within the prior two (2) years to any current elected City official or candidate for City office.
3. Please check one of the following:
☒ No political contributions have been made within the past two (2) years to any current elected official or candidate for City office.
☐ The following political contributions have been made within the past two (2) years:

Recipient Name	Office Held or Sought	Date of Contribution	Amount

☒ That the information provided herein is true and correct to the best of affiant's knowledge, information, and belief.

Signature of Affiant: Amy D Verberne

Printed Name: Amy Verberne

Title: Partner

Company Name: CRI Advisors, LLC

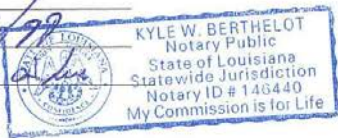
SWORN TO AND SUBSCRIBED before me this 6 day of August, 2025.

NOTARY PUBLIC

Name: _____

Commission No.: 36772

My commission expires: 2/1/28



ATTACHMENT K - CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT



ATTACHMENT K – CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the parish/county and state aforesaid, personally came and appeared:

Amy Verberne
(Name of Affiant)

who, after being duly sworn, declared that:

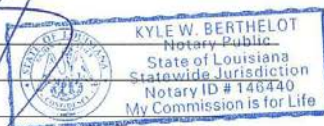
1. He/she is the duly authorized representative of:
CRI Advisors, LLC
(Name of Proposing Firm)
2. To the best of the affiant's knowledge, no officer, employee, or elected official of the City of Mandeville has any financial interest in the above-named firm, nor is there any existing relationship or transaction that could present a conflict of interest or the appearance of a conflict.
3. The affiant affirms that no gifts, favors, or payments of any kind have been made or promised to any City official or employee in connection with this RFP.
4. If any potential or actual conflict of interest arises at any time during the term of this contract, the proposer shall immediately disclose it in writing to the City of Mandeville.
5. The affiant understands that failure to disclose such information may result in the disqualification of this proposal or termination of any resulting contract.

THUS DONE AND SIGNED before me this 6 day of August, 2025
in St. Tammany Parish/County, State of Louisiana.

Signature of Affiant: Amy D Verberne
Printed Name of Affiant: Amy D Verberne
Title/Position: Partner
Name of Proposing Firm: CRI Advisors, LLC

NOTARY PUBLIC:

Signature: [Signature]
Printed Name: KYLE W. BERTHELOT
My Commission Expires: Statewide Jurisdiction



CRI FAMILY OF COMPANIES



Auditwerx* - Specializing in compliance and attestation services including SOC 1®, SOC 2®, SOC 2+®, SOC 3®, SOC for Cybersecurity, CMMC, and PCI Data Security Standard (PCI DSS) assessments. Auditwerx* delivers in-depth reports with tailored results that help organizations grow their business.



CRI Advanced Analytics - CRI Advanced Analytics transforms complex data challenges into actionable insights with tailored analytics solutions. Their user-friendly, interactive dashboards integrate advanced algorithms, helping organizations forecast trends, optimize decisions, and drive growth.



CRI M&A Advisors - Working with companies generating \$10 million to \$250 million in annual revenue, CRI M&A Advisors provides customized strategies and hands-on support to prepare, position, and maximize value in complex transactions.



CRI TPA Services - CRI TPA Services assumes your compliance burden as a retirement plan sponsor by fulfilling all fiduciary requirements and filing your annual 5500 series returns, determining distribution eligibility, conducting non-discrimination testing, and providing detailed quarterly account statements.



Level Four Group Services - Level Four Group takes a proactive, team-based approach to financial advice, working alongside your CRI tax adviser to deliver comprehensive solutions tailored to your personal and business needs. By integrating specialized expertise and anticipating market complexities, we provide holistic wealth management strategies to simplify the complex and empower you to make informed decisions that help secure your financial future.



Paywerx - Paywerx provides comprehensive payroll and workforce management solutions for organizations of any size via an easy-to-use and intuitive interface that streamlines communication at every level.



The Preferred Legacy National Trust Bank - Their network of professionals provide a tailored approach to trustee and fiduciary services coupled with family and philanthropy planning, household financial management, and advisory services for high-net-worth individuals and families.



CRI Simple Numbers - With precise, straightforward data, CRI Simple Numbers works alongside entrepreneurs to solve complex financial issues and fine-tune the economic engine of their business by turning actionable insights into sustainable profitability.



ProSport Accountants - They offer specialized tax and accounting services for athletes and entertainers. Our team navigates the complexities of multi-state and international income, providing personalized tax preparation, accounting, and business management. Trust ProSport Accountants—The Tax Pro for the Pros®.

JOIN OUR CONVERSATION



We know that some information that makes perfect sense to an advisor may not be as clear to our clients. Therefore, we produce original content in the form of articles, videos, white papers, webinars, and more to provide timely, down-to-earth translations of complex subjects. We publish this original content on CRIadv.com and across all our many social channels.

FOLLOW CRI ON SOCIAL MEDIA @CRIADVISORS



SUBSCRIBE TO THE CRI E-NEWSLETTER

CRIADV.COM/NEWSLETTER-SIGNUP

CRI: FROM FOUNDATION TO FUTURE

Over a quarter-century, Carr, Riggs & Ingram has not just grown, but transformed. Now standing proudly among the top 25 firms in the U.S., our trajectory is steeped in innovation, shaping us into the firm of tomorrow—today. Our growth isn't merely a timeline; it's a testament to our entrepreneurial and pioneering spirit. As we harness cutting-edge technology and lead through industry evolution, our commitment to delivering actionable insights and solutions rooted in our founding principles of tailored Client service, Respect for all, and unyielding Integrity remains unwavering. As we look to the horizon, we at CRI are poised to redefine what's possible, and we invite our clients, old and new, to join us in shaping the future.



IT FIGURES: THE CRI PODCAST

Created to provide insight into the latest developments and regulations in the accounting and finance space, It Figures is an accounting and advisory focused podcast for business and organization leaders, entrepreneurs, and anyone who is looking to go beyond the status quo.

Listen on Apple Podcasts, Spotify, iHeart Radio, and more.
itfigurespodcast.com

Top 25 Accounting Firm - #1 Accounting Firm in the Gulf Coast Region



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

RESOLUTION NO. 25- 51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING TRAVEL EXPENSES FOR MAYOR CLAY MADDEN TO ATTEND THE SPECIAL EVENT SAFETY SEMINARS – CROWD MANAGEMENT & LIABILITY MANAGEMENT CONFERENCE IN SAN DIEGO CALIFORNIA FROM DECEMBER 2 - 4, 2025, AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, On September 11, 2008 the Mandeville City Council approved Ordinance No. 08-37, revised through Ordinance 13-02, which adopted travel policies for all City of Mandeville employees, non- classified employees, and elected officials; and

WHEREAS, Section “8.2.C.”, Authorization to Travel, of the Travel and Travel – Related Reimbursements Policy requires that out-of-state travel expenses for any member of the City Council or any member of standing boards and/or commissions of the City be authorized by resolution of the City Council in a public meeting; and

WHEREAS, Mayor Clay Madden desires to attend the 2025 Special Event Safety Seminar – Crowd Management & Liability Prevention Seminar for Law Enforcement, Public Safety Officials, and Event Organizers in Sand Diego, California, from December 2 - 4, 2025.

WHEREAS, Travel expenses include hotel, conference registration fees and airfare.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Mandeville in regular session assembled on the day of October 9, 2025, that the travel expenses be authorized and approved for Mayor Clay Madden to attend the 2025 Special Event Safety Seminar – Crowd Management & Liability Prevention Seminar for Law Enforcement, Public Safety Officials, and Event Organizers in Sand Diego, California, from December 2 - 4, 2025.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

And the resolution was declared adopted this ____ day of October, 2025

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

Sunset Fishing Pier

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

RESOLUTION NO. 25-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BID FOR THE SUNSET POINT PIER DEMOLITION AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT
LOW BIDDER, CURRANCO, LLC, AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City of Mandeville advertised for bids for the Sunset Point Pier demolition; and

WHEREAS, the City received eleven bids for the Sunset Fishing Piers demolition. The City operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 9th day of October 2025 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$170,000.00 be accepted from Curranco, 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 Curranco, 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 9th day of October, 2025.

Alicia Watts
Council Clerk

Jason Zuckerman
Council Chairman



128 Northpark Boulevard ♦ Covington, Louisiana 70433 ♦ Phone: 985.624.5001

September 19th, 2025

City of Mandeville
City Council
3101 E. Causeway Approach
Mandeville, LA 70448

SUBJECT: Recommendation of Award
Sunset Point Pier Demolition
COM Project No. 100.25.002-D

Ladies and Gentlemen,

On Wednesday, Sept. 17th, 2025, bids for the subject project were received and read aloud in the Council Chambers. Eleven (11) bids were received, and the tabulated results are presented in the attached spreadsheet. One bid was irregular and therefore non-responsive; this determination did not alter bid order.

Principal Engineering, Inc. recommends award of the base bid to the lowest responsive and responsible bidder, Curranco, LLC. (LA Lic. #71810). The amount of the lowest responsive bid is \$170,000.00. All aspects of the low bid submitted appear to be in order. Required post-bid documents have been received timely, and appear in order.

Please feel free to call should you have any questions or require any clarification.

Sincerely,
Principal Engineering, Inc.

Andre C. Monnot, P.E.
Vice President

Attachments: Bid Tabulation
Curranco, LLC Bid
Post-Bid Documents

PRINCIPAL Infrastructure®

Architecture ♦ Engineering ♦ Construction

www.pi-aec.com ♦ info@pi-aec.com




CITY OF MANDEVILLE
Sunset Point Pier Demolition
COM Project 100.25.002-D
BID TABULATION
Bid Opening: Sept. 17, 2025

Bid No.	Bidder	License No.	Base Bid	Addenda (1&2)	Bid Bond	Signing Authority
n/a	Engineer's Opinion of Cost	n/a	\$ 320,529.00			
1	Baker Pile Driving and Site Work, LLC	39613	\$ 309,960.65	Y	Y	Y
2	Frisco Construction Company, Inc.	47591	\$ 301,191.02	Y	Y	Y
3	White Water Contractors, Inc.	73806	\$ 244,740.00	Y	Y	Y
4	Cycle Construction Company, LLC	36961	\$ 392,700.00	Y	Y	Y
5	Construction Management Enterprises, LLC	56068	Non-Responsive	N	Y	Y
6	Godsun Construction, LLC	69579	\$ 288,000.00	Y	Y	Y
7	C & O Marine Construction, LLC	71723	\$ 293,850.00	Y	Y	Y
8	Anders Construction, Inc.	45774	\$ 425,800.00	Y	Y	Y
9	Dean Equipment, Inc.	32340	\$ 285,000.00	Y	Y	Y
10	Gill's Crane & Dozer Service, Inc.	30077	\$ 345,000.00	Y	Y	Y
11	Curranco, LLC	71810	\$ 170,000.00	Y	Y	Y

CURRAN CO

2126 Peters Rd
Harvey, LA 70058
License # 71810



9:48 AM 

Sealed Bid:
Sunset Point Fishing Pier Demolition
A/E Project No. 2418-D
COM Project No. 100.25.002-D

City of Mandeville
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: Sunset Point Fishing Pier Demolition
City of Mandeville Project No.
100.25.002-D

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: Principal Engineering, Inc. and dated: August 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 #2

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:

One hundred seventy thousand 00/100 Dollars (\$ 170,000.00)

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 (\$)

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

N/A Dollars (\$)

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

N/A Dollars (\$)

NAME OF BIDDER: Curranco LLC

ADDRESS OF BIDDER: 2126 Peters Rd. Harvey La, 70058

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 71810

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Curran Williams

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:** Curran Williams

DATE: 9/16/25

* 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.

SECTION 00410

BID BOND FORM
FOR

SUNSET POINT FISHING PIER DEMOLITION

Date: September 17, 2025

KNOW ALL MEN BY THESE PRESENTS:

That Curranco, LLC of 2126 Peters Rd, Harvey, LA, 70058-1735, as Principal, and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the City of Mandeville, Louisiana (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:


Sunset Point Fishing Pier Demolition
A/E Project No. 2418
COM Project No. 100.25.002-D

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.

Curranco, LLC
PRINCIPAL (BIDDER)

BY: 
AUTHORIZED OFFICER-OWNER-PARTNER

Employers Mutual Casualty Company
SURETY

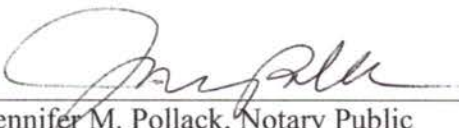
BY: 
AGENT OR ATTORNEY-IN-FACT (SEAL)
James I. Moore

State of Illinois }
 } ss.
County of DuPage }

On September 17, 2025, before me, Jennifer M. Pollack a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Employers Mutual Casualty Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires January 02, 2029


Jennifer M. Pollack, Notary Public
Commission No. 1001942



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

James I. Moore

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
Principal : Curranco, LLC
Obligee : City of Mandeville, Louisiana

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

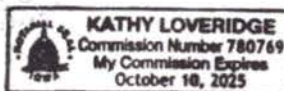
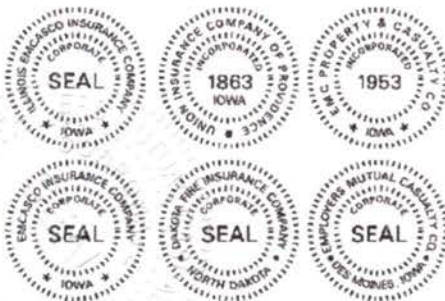
AUTHORITY FOR POWER OF ATTORNEY

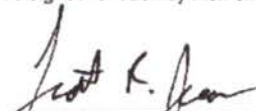
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals




Scott R. Jean, President & CEO
of Company 1/Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.


Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of September, 2025.

 Vice President

SECTION 00485

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Curranco LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Curranco LLC
INCORPORATED, DULY NOTICED AND HELD ON 9/16/25,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT Curran Williams, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE CITY OF MANDEVILLE OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A
TRUE AND CORRECT COPY OF AN EXCERPT OF
THE MINUTES OF THE ABOVE DATED MEETING
OF THE BOARD OF DIRECTORS OF SAID
CORPORATION, AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.



SECRETARY-TREASURER

9/16/25

DATE

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 DEFEZUS ON

AFFIDAVIT

BEFORE ME, the undersigned Notary Public personally came and appeared: CUNNAN WILLIAMS
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
Cunnamco 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, CUNNAN 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:

Michael Ancoin
Miles H. Brown

Sworn to and subscribed
before me this 5 day
of September, 2005

Notary Public



CONTRACTOR:

Cunnamco LLC

By:

[Signature]

SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined At 2 C.F.R., 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.94).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by The City of Mandeville. If it is determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Mandeville, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).

Contractor's authorized Official or Principal's Signature



Printed name and title

Curran Williams, President

Firm's name

Curranco LLC

Date

9-16-25


BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C.1352):

The undersigned Prime Contractor's authorized official or principal certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federally funded grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)] A copy of Standard Form LLL is available from City of Mandeville.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned prime Contractor's authorized official or principal also agrees that the requirements of the Byrd Anti- Lobbying Act and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned prime Contractor's authorized official or principal, Curran Williams, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification, Contract and disclosure, if any.


Signature of Contractor's Authorized Official

Curran Williams, President
Name and Title of Contractor's Authorized Official

Curranco LLC
Organization's name

9-16-25
Date

SECTION 00480 – AFFIDAVITS

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED CUNNAN WILLIAMS, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED President OF Curranco LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Sunset Point Fishing Pier Demolition, BID NO. 2418 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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 8
DAY OF Sept, 2015


NOTARY PUBLIC



NON-CONVICTION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED CUNNAN WILLIAMS, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED PRESIDENT OF CUNNAN Co LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Sunset Point Fishing Pier Demolition, BID NO. 2418 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.

Suman Pillai
AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 5
DAY OF Sept, 2025

[Signature]
NOTARY PUBLIC



E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Jefferson

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Couman Williams, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED PRESIDENT OF Couman Co LLC (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Sunset Point Fishing Pier Demolition, BID NO. 2418 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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS

DAY OF September, 2025


NOTARY PUBLIC





09/19/25

Schedule of Values

CurranCo LLC

2126 Peters Rd

Harvey, LA 70058

TO:

City of Mandeville

3101 East Causeway Approach

Mandeville, LA 70448

(985) 626-3144

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
		Andre	Email		

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Mobilization	LS	\$20,000.00
1	Demolition of Pier	LS	\$115,000.00
1	Disposal of Pier Materials	LS	\$15,000.00
1	Concrete Removal	LS	\$10,000.00
1	Post Demolition Survey	LS	\$5,000.00
1	Demobilization	LS	\$5,000.00
SUBTOTAL			
Total:			\$170,000.00

Search by Contractor License Number

Contractor Information

Name

Curranco LLC

Mailing Address

2126 Peters Road
Harvey, LA 70058

Phone Number

(504) 939-8198

Email Address

curran@curranco.net

Active Licenses

License

CL.71810

Type

Commercial License Certificate

Status

Active

Effective Date

02/12/2024

Expiration Date

02/11/2027

First Issued

02/11/2022

Classifications

Class

DREDGING

EARTHWORK, DRAINAGE AND LEVEES

COASTAL RESTORATION AND HABITAT ENHANCEMENT

LIMITED SPECIALTY SERVICES

Qualifying Party

Curran Michael Williams

Curran Michael Williams

Curran Michael Williams

Curran Michael Williams

Close Details

Fax: 888-510-0127
[Contact Us \(https://islbc.gov/contact-us/\)](https://islbc.gov/contact-us/).

© 2025 - ARL Systems, LLC.



Name	Type	City	Status
CURRANCO LLC	Limited Liability Company	HARVEY	Active

Previous Names

Business: CURRANCO LLC
Charter Number: 44129182K
Registration Date: 10/26/2020

Domicile Address

2126 PETERS RD
BLDG
HARVEY, LA 70058

Mailing Address

2126 PETERS RD.
HARVEY, LA 70058

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 10/26/2020
Last Report Filed: 12/20/2024
Type: Limited Liability Company

Registered Agent(s)

Agent:	CURRAN WILLIAMS
Address 1:	102 BAILEY ESTATES DR.
Address 2:	BLDG
City, State, Zip:	BELLE CHASSE, LA 70037
Appointment Date:	10/26/2020

Officer(s)

Additional Officers: No

Officer:	CURRAN WILLIAMS
Title:	Manager, Member
Address 1:	102 BAILEY ESTATES DR.
Address 2:	BLDG
City, State, Zip:	BELLE CHASSE, LA 70037

Amendments on File (2)

Description	Date
Domestic LLC Agent/Domicile Change	12/6/2021
Domestic LLC Agent/Domicile Change	9/4/2023

Print

9/22/2025

2025 ITB Sunset Point Fishing Pier Demolition

A/E Project NO. 2418-D; COM Project NO. 100.25.002-D

To Whom It May Concern,

This letter is to verify that **Curranco LLC** bid for the City of Mandeville **2025 ITB Sunset Point Fishing Pier Demolition** that was submitted & read at the bid opening on **September 17th, 2025** is valid. Our bid in the amount of **\$170,000.00** does not have clerical, mechanical or mathematical errors.

We look forward to formulating a working relationship with all parties involved. Should you need anything else, please do not hesitate to contact our office.

Sincerely,

Michael Aucoin, Project Manager

Curranco LLC

2126 Peters Rd.

Harvey, LA 70058

504-559-8732



SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner” or “City”) and
Curranco, 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 removal and lawful disposal of the existing fishing pier inclusive of piles, deck and structure, shelter, roof, lighting, conduits and conductors, water piping, benches, concrete bulk debris, concrete ramp, capping onshore buried utilities, and all miscellaneous and supporting items of work, all in accordance with the drawings and contract documents.
- 1.02 The parties agree that Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the Federally Required Provisions in the Contract Documents.

ARTICLE 2 – 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:

Sunset Point Fishing Pier Demolition
City Project No. 100.25.002-D
City of Mandeville

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by PRINCIPAL ENGINEERING, 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 **60** 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 **90** 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 pursuant to Paragraph 5.01.A below:

- A. For all Work, a lump sum of **\$170,000.00**

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% Contracts \$0 - \$499,999
5% Contracts \$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 2 sheets with each sheet bearing the following general title:
Sunset Point Fishing Pier Demolition.
 - 8. Addenda Nos. 1 through 2.
 - 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

By: Clay Madden

By: Curran Williams

Title: Mayor

Title: President

(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:

Principal Engineering, Inc.

Curranco LLC

128 Northpark Blvd.

2126 Peters Rd.

Covington, LA 70433

Harvey, LA 70058

License No.: 71810

Res 25-54

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

RESOLUTION NO.25-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF MANDEVILLE AND PRINCIPAL ENGINEERING, INC. ON THE LAKEFRONT WETLANDS RESTORATION PROJECT (BERM) AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request for Qualifications issued by the City in October 2020; and

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for this project September 16, 2025 and the City accepted the Consultant's proposal; and

WHEREAS, the scope of this contract is for the Consultant to provide the necessary surveying services, modeling and mapping services, and other necessary engineering services to analyze the hydraulic influences and flood protection impact of the Lakefront Wetlands Restoration (Berm) project. Based on these analysis, the Consultant will prepare and submit a FEMA CLOMR application/ report with the intent to obtain a Conditional Letter of Map Revisions (CLOMR) and future Flood Insurance Risk Map (FIRM) re-map if warranted; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville hereby authorizes and empowers the Mayor of the City to enter into a Professional Services Agreement with Principal Engineering, Inc. for the Lakefront Wetlands Restoration Project (Berm) and is further authorized to take the necessary action to complete such project and sign such documents as required.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this 9th day of October, 2025.

Alicia Watts
Council Clerk

Jason Zuckerman
Council Chairman\

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

PRINCIPAL ENGINEERING, INC.

COM PROJ. NO. 100.21.001

MANDEVILLE LAKEFRONT WETLANDS

RESTORATION ("BERM") CLOMR PROJECT

THIS AGREEMENT (the "**Agreement**") is entered into by and between the City of Mandeville, a political subdivision of the State of Louisiana, represented by Mayor Clay Madden, duly authorized to act by virtue of Resolution _____ (herein after to as the "**City**"), and Principal Engineering, Inc. a Louisiana business corporation with registered office in Louisiana at 128 Northpark Boulevard, Covington, Louisiana 70433 represented by Henry I. DiFranco, Jr., P.E., by virtue of the Corporate Resolution of Principal Engineering, Inc. regarding Contracting Authority dated on September 4, 2025 and his authority as President, (the "**Consultant**"). The City and the Consultant are sometimes collectively referred to as the "**Parties**." This Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

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

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated September 16, 2025 (the "**Consultant's Proposal**"), and the City accepted the Consultant's Proposal;

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

ARTICLE I OBLIGATIONS OF THE CONSULTANT

A. SCOPE OF SERVICES.

The purpose of this contract is for the Consultant to perform the necessary professional engineering services in accordance with the terms of this "Agreement" to provide bathymetric and

topographic surveying services, modeling and mapping services, and other necessary engineering services to analyze the hydrologic influences and flood protection impact of the Lakefront Wetlands Restoration ("Berm") and determine if the project would meet the minimum standards of the National Flood Insurance Program (NFIP). Based on the modeling and engineering analysis, the Consultant will prepare and submit a FEMA CLOMR application / report with the intent to obtain a Conditional Letter of Map Revisions ("CLOMR") and future Flood Insurance Risk Map ("FIRM") re-map if warranted.

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

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

Task I - Survey and Data Assembly

Task II(a) - Modeling and Initial Mapping

Task II(b) – CLOMR Application / Report

Task III – Post-Application & FEMA Coordination

Task I - Survey and Data Assembly

- Conduct a topographic and bathymetric survey with transects collected within the project limits. The scope of services for this Task includes:
 - Bathymetric and topographic survey sections (2 sections, north-south), selected elevations at tie-ins and other necessary data for CLOMR mapping. (Consultant will obtain the additional survey data necessary to supplement the existing survey information provided by the Owner.)

Task I Deliverables:

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

Task II(a) - Modeling and Initial Mapping

- The scope of services for this Task includes:
 - LiDAR import and mating into consolidated work map.
 - Request for effective coastal model transects from FEMA.
 - Update to transects for features, topography, bathymetry, and latest available 100-yr still water elevations.
 - Run coastal transects, validate results, and update work map;
 - Re-map flood gutters to match new model results, devise smooth transitions to effective gutters.
 - Produce proposed FIRM.

Task II(a) Deliverables:

- Initial model work map.
- Proposed FIRM map.

Task II(b) – CLOMR Application / Report

- The scope of services for this Task includes:
 - Create technical report, including project design information, Owner O&M plans, riverine analysis, and all supporting information.
 - Complete application and submit to FEMA.

Task II(b) Deliverables:

- Technical Report, including Owner O&M plans and other CLOMR application / report supporting documentation.
- Completed CLOMR Application / Report.

Task III – Post-Application & FEMA Coordination

- The scope of services for this Task includes:
 - Respond to FEMA CLMOR application / report review comments as needed.
 - Revise CLOMR report maps, models, and other submitted documentation as required based on FEMA feedback.

Other Project Deliverables:

- Project schedule with anticipated number of days and completion dates for key milestones & deliverables.
- Pay requests and schedule updates.

➤ **Assumptions**

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

- All draft deliverables will receive no more than two (2) rounds of comments by City.
- All regulatory permitting required associated with other ongoing or planned City projects will be completed by respective project consultants and/or City.
- No construction or bidding documents will be produced.

B. CONSULTANT'S STANDARD OF CARE.

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

Accordingly, the Consultant is expected to perform all services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession

in providing similar services under the same or similar circumstances. The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

ARTICLE II. THE CITY'S OBLIGATIONS.

The City will:

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

ARTICLE III. CONTRACT TIME AND SCHEDULE

- A. **DURATION:** This Agreement shall commence on the Effective Date and shall continue until and through a period of three (3) years.
- B. **EXTENSION:** This Agreement may be extended at the option of the City, provided that funds

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

C. PROJECT SCHEDULE: Time is of the essence in completing each phase of work required by this Agreement. Unless otherwise noted, the Consultant agrees to initiate subsequent phases immediately upon approval of prior phases of the project scope. The Consultant agrees to initiate the Task I Survey and Data Assembly services immediately following the issuance of the Notice to Proceed for the project. The Modeling and Initial Mapping services to be performed for Task II(a) shall be initiated immediately following completion of the Task I survey and data assembly services and completed in accordance with the City approved Project Schedule. The Task II(b) CLOMR Application / Report services shall be initiated concurrently or immediately following the completion and approval of the Task II(a) services and completed in accordance with the City approved Project Schedule. The post-application & FEMA coordination task services shall be performed on as needed basis throughout the length of the contract until FEMA approval of the required model and mapping is obtained and CLOMR received. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved amendment. For any slippage from the approved project schedule, the Consultant shall submit a descriptive narrative to the City for consideration and approval of any modification to the schedule. By a written request to the City, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The City shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

D. TASK I SURVEY AND DATA ASSEMBLY: The services to be performed during the Survey and Data Assembly task phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this Task.

E. TASK II(a) MODELING AND INITIAL MAPPING: The services to be performed during the Modeling and Initial Mapping task phase shall be completed within **THIRTY (30)** calendar days from the completion of the Task 1 phase.

F. TASK II(b) CLOMR APPLICATION / REPORT: The services to be performed during the CLOMR Application / Report task phase shall be completed within **THIRTY (30)** calendar days from the completion of the Task II(a) phase.

G. TASK III POST-APPLICATION & FEMA COORDINATION SERVICES: The post-application and FEMA coordination task services shall be performed throughout the length of the contract on as needed basis until FEMA approval of the model and mapping is obtained and CLOMR received.

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

ARTICLE IV. COMPENSATION

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

Task I - Survey and Data Assembly	\$7,500 (NTE)
Task II(a) - Modeling and Initial Mapping & Task II(b) – CLOMR Application / Report	\$52,150 (Lump Sum)
Task III – Post-Application & FEMA Coordination	\$10,000 (Hourly, NTE)

B. MAXIMUM AMOUNT: The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$69,650.00**. The City has the right to increase or decrease the compensation. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

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

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

4. The continuation of this Agreement is contingent upon the appropriation of funds by the City to fulfill the requirements of this Agreement. If the City fails to appropriate sufficient monies to provide for the continuation of this or any other related Agreement, or if such appropriation is reduced by the veto of the Mayor by any means provided in the appropriations Ordinance to prevent the total appropriation of the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
5. Consultant acknowledges that the City is a governmental entity, and the Agreement's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only if necessitated by the fiscal needs of the City which affects generally its governmental operations.
6. In the event of a change in the City's statutory authority, mandate, and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Consultant of such limitation or change in the City's legal authority.

ARTICLE V. INVOICES

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

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

ARTICLE VI. INDEMNITY.

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

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

C. **INDEPENDENT DUTY**: The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, but only to the extent Consultant is ultimately found to be liable in accordance with Paragraph VI.A., above.

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

ARTICLE VII. INSURANCE

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

1. ***Commercial General Liability ("CGL")***: Insurance Services Office ("ISO") Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. ***Automobile Liability***: ISO Form Number CA 00 01 or similar acceptable to the

City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.

3. ***Workers' Compensation:*** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.

4. ***Professional Liability (Errors and Omissions):*** with limits no less than \$1,000,000.00 per claim.

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

1. ***Additional Insured Status:*** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. ***Primary Coverage:*** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
3. ***Claims Made Policies:*** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. ***Waiver of Subrogation:*** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.

5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

ARTICLE VIII. NON – DISCRIMINATION.

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

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

ARTICLE IX. INDEPENDENT CONTRACTOR STATUS

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

of the City.

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

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

D. WAIVER OF BENEFITS: The Consultant, as an independent contractor, nor anyone employed by or on behalf of the Consultant, shall not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE X. NOTICES

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

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

 &

 City Attorney
 1060 West Causeway Approach
 Mandeville, LA 70471

If to Consultant: Mr. Henry I. DiFranco, Jr., P.E.
Principal Engineering, Inc.
128 Northpark Boulevard
Covington, LA 70433

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

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

ARTICLE XI. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

C. REMEDIES CUMULATIVE: No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a

party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

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

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

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

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

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

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

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

Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

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

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

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

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

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

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

agreement.

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

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

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

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

the City as sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

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

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

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

W. TERMINATION: Termination of this Agreement may be made by the City at any time, with or without cause, upon written notice to the Contractor. Termination of the contract shall be immediate or on the date designated by the City upon written notice served onto Consultant pursuant to the terms of this agreement. Contractor may termination this Agreement upon thirty (30) days written notice to the City either in person (signature receipt) or through Certified mail. Any work performed is to be paid by the City up until time of termination, and all work paid for must be completed by Contractor.

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

ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY

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

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

CITY OF MANDEVILLE

BY: _____

CLAY MADDEN, MAYOR

Executed on this _____ day of _____, 2025.

PRINCIPAL ENGINEERING, INC.

BY: _____

HENRY I. DIFRANCO, JR., P.E., PRESIDENT

CORPORATE TAX I.D.

Attachment A

Principal Engineering, Inc. Engineering Services Proposal
(dated September 16, 2025)



128 Northpark Boulevard ♦ Covington, LA ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

September 16th, 2025

ENGINEERING SERVICES PROPOSAL FOR:
LAKEFRONT WETLANDS RESTORATION BERM CLOMR
MANDEVILLE, LOUISIANA

I. INTRODUCTION

The Lakefront Wetlands Restoration Berm is presently awaiting construction start, to build a berm between Sunset Point (western end of project) and the Mandeville Seawall (eastern end of project), for the purpose of protecting and restoring the forested swamp and wetland at the shore.

FEMA maps the flood damage risk on the Flood Insurance Risk Map (FIRM) due to coastal and inland effects. In this location, the constructed project will change the coastal effects, and change flood risk. The process to re-map based on a project not yet constructed is called “Conditional Letter of Map Revision” (CLOMR).

II. SCOPE OF WORK

Prepare and submit a CLOMR application for the project vicinity. This includes:

- Bathymetric and topographic survey (2 sections, north-south) and selected elevations at tie-ins, combined with existing survey provided by Owner covering project site.
- LiDAR import and mating into consolidated work map
- Request for effective coastal model transects from FEMA
- Update to transects for features, topography, bathymetry, and latest available 100-yr stillwater elevations.
- Run coastal transects, validate results, and update work map
- Re-map flood gutters to match new model results, devise smooth transitions to effective gutters.
- Produce proposed FIRM.
- Create technical report, including project design information, Owner O&M plans, riverine analysis, and all supporting information.
- Complete application and submit to FEMA

Respond to FEMA review comments; and edit maps, models, and documentation; resubmit as required.

Preliminary Schedule is as follows:

Survey and Data Assembly	60 days
Modeling and Initial Mapping	30 days
Report	30 days

III. PROPOSED FEE

Engineering Services through Application **\$ 52,150.00 (LS)**

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Principal Engr	12	\$ 250.00	\$ 3,000.00
Sr Engineer	110	\$ 225.00	\$ 24,750.00
Engineer Intern	80	\$ 135.00	\$ 10,800.00
EngTech (IV)	80	\$ 170.00	\$ 13,600.00
	282		\$52,150.00

Survey (Bathymetric and Topographic) **\$ 7,500 (NTE)**

Respond to FEMA Comments (post-application) **\$ 10,000 (NTE)**

CORPORATE RESOLUTION

EXCERPT FROM THE MINUTES OF THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**

AT THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**, DULY NOTICED AND HELD ON **DECEMBER 5, 2024** A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.

IT WAS THEREFORE RESOLVED,

THAT **HENRY I. DIFRANCO, JR., PRESIDENT OF PRINCIPAL ENGINEERING, INC.;**
WHO IS ALSO THE CHAIRMAN, SECRETARY AND TREASURER OF THE BOARD
OF DIRECTORS OF PRINCIPAL ENGINEERING, INC., BE AND IS APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE **CITY OF MANDEVILLE** OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL 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, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.



CHAIRMAN, SECRETARY AND
TREASURER OF THE BOARD OF
DIRECTORS

4 September 2025

DATE

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 October 10, 2024, 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 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, **minimum** 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, Planning and Zoning administrative approval shall be required 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, Planning and Zoning administrative approval shall be required 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



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 GAUTREUX
PATRICK ROSENOW

CITY OF MANDEVILLE PLANNING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A TEXT AMENDMENT TO CLURO ARTICLE 9, SECTIONS 9.2.5.2, 9.2.5.3., 9.2.5.4, 9.2.5.5, 9.2.5.7, 9.2.5.16, AND AMENDING ARTICLE 10, SECTION 10.8.1.1, AND AMENDING ARTICLE 12, SECTIONS 12.5.2, 12.5.4.4

The City Council introduced the revised Ordinance 25-11 at their August 28, 2025 meeting. This ordinance proposed to increase the protected tree species by adding the Bald Cypress (*Taxodium distichum*) and Southern Magnolia (*Magnolia grandiflora*) in addition to the live oak. Additionally, it sought to strengthen the current protection standards by requiring the use of metal fencing around the dripline of live oak trees and rigid fencing around all other trees; allow for a streamlined elevation process when elevating a structure in place beneath a live oak; provide a path for the removal of a protected tree that has died, become terminally diseased, or poses an imminent risk to public safety or property outside of the current variance process; and expand the penalty for trees removed without or in violation of a permit. While the fee amount did not change, there were additional penalties added to help aid with enforcement actions.

As part of the procedure for CLURO Text Amendments, any proposed change is required to go before the Planning Commission for recommendation.

The Planning Commission held a work session on Tuesday, September 9, 2025, and a voting meeting on Tuesday, September 23, 2025, for case P25-09-04. The Commission recommends approval of the proposed ordinance to the City Council with the following amendments:

- For number 2 under the new Section 9.2.5.3 the word “minimum” should be added before 12-gauge
- For number 2(c) under the new Section 9.2.5.7 the wording after Additionally should read “Planning and Zoning approval shall be required where site-specific conditions require a tree to be within the proposed building footprint, without alternative building placement, making its preservation unfeasible”.
- For number 3(b) under the new Section 9.2.5.7 the wording after Additionally should read “Planning and Zoning approval shall be required where site-specific conditions require a tree to be within the proposed building footprint, without alternative building placement, making its preservation unfeasible”.

The Commission stated that the first amendment was to aid an applicant in procuring the required materials for the tree protection, as typically construction fencing is sold at 9-gauge thickness. The second and third amendments were to allow for the Commission to have purview over protected trees located within the buildable area, as they currently do, rather than the administration.

As part of the procedure for CLURO Text Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 6-0 in favor approving the proposed ordinance with the above referenced amendments.

Attachments:

Redlined version of Ordinance 25-11 with suggested amendments
PowerPoint Presentation

City of Mandeville Planning & Zoning Commission

September 23, 2025



P25-09-04

A text amendment to CLURO Article 9, Sections 9.2.5.2, 9.2.5.3., 9.2.5.4, 9.2.5.5, 9.2.5.7, 9.2.5.16, and Amending Article 10, Section 10.8.1.1, and Amending Article 12, Sections 12.5.2, 12.5.4.4.

P25-09-04

9.2.5.2. Vegetation Protection Zones

A FEMA Elevation Exception was added to allow structures that would be elevating in place to go forward without needing to go through the variance process.

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.

Current 9.2.5.2 Regulations

9.2.5.2. *Vegetation Protection Zones*

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**. 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

P25-09-04

9.2.5.3. Vegetation Protection Zone Barriers

Changed the requirement for all vegetation protection zones to be at least 4’ in height, up from 2’ in the current regulations and requires the barrier to be rigid and semi-permanent.

It also added the requirement to use 4’ high and 12-gauge metal fencing around a protected tree

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.

Current 9.2.5.3 Regulations

9.2.5.3. *Vegetation Protection Zone Barriers*

1. The Vegetation Protection Zone barrier shall be continuous and at least two (2) feet above the ground. The material used to construct the barrier can be either rigid and semi-permanent (such as lumber) or orange "safety mesh" and must be specified on the landscape plan.
2. 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.

P25-09-04

9.2.5.7. Key Native Tree Species Protection Requirements

9.2.5.7. is amended to change the name from Live Oak Protection Requirements to Key Native Tree Species Protection Requirements and adds the Bald Cypress and Southern Magnolia as well

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.

P25-09-04

9.2.5.7. Key Native Tree Species Protection Requirements

There have also been two additions to both the Live Oak Section and the Bald Cypress and Southern Magnolia Section. A removal provision and a replacement provision.

2. Live Oak Protection Requirements

- 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.
- 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.

3. Bald Cypress and Southern Magnolia Tree Protection Requirements

- 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.
- 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.

Current 9.2.5.7. Regulations

9.2.5.7. *Live Oak Protection Requirements*

In all zoning districts, including the R-1, R-1X and R-2 districts, all live oak trees 6" dbh shall be protected as follows:

1. A tree removal permit shall be obtained from the Building Inspector prior to cutting, clearing or removing any live oak tree.
2. 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 Building 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.
3. 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.
4. 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 recommended in writing and supervised by a licensed arborist or a state forester.

P25-09-04

9.2.5.16. Violations

The distance from ground that the dbh is measured was changed to 4' down from 5' to make it consistent with the Diameter Breast Height definition in Article 3 of the CLURO.

A timeframe was implemented for replanting when failing to enter into a compliance agreement

9.2.5.16. Violations

- 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.
- 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.

3.3. GENERAL DEFINITIONS OF THE LAND USE REGULATIONS

- 62. **Diameter Breast Height.** A term used in measuring the size of a tree which refers to the diameter of the tree trunk at four (4) feet from ground level which is approximately breast height, and is abbreviated as "dbh".

9.2.5.16. *Violations*

Each required tree, shrub, (nonliving 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 shall constitute a separate offense (subject to the provisions of section 1.9 of this [Code]. 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 in inches five feet (5') above the ground.
 - b. Minimum Size of Replacement Trees: All replacement trees shall have a minimum trunk size of two inches (2") in diameter and ten (10) feet tall when planted. At the discretion of the City, 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. Pursuant to a 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. 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.
- f. Enforcement: The Planning Department and the City Attorney shall administer the provisions of this section.



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

