

OLL

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 Our Lady of the Lake Catholic Church
Name of Authorized Representative Fr Cory Ford Non-Profit/Tax-Exempt # 5827
Mailing Address 312 Lafitte St.
City Mandeville State LA Zip 70448
Applicant Phone # 985-626-5671 Alt. Phone # _____
E-Mail OLL@ollparish.info finance@ollparish.info Application Fee Paid? X YES ____ NO
coll: 504-657-3468 Justin

Name of Event: OLL Eucharistic Procession
Date(s) of Event: Day Sunday Date 11/23/25 Time 1:00 Rain Dates(s) _____
Event Location: OLL/Lafitte St./Lakeshore Dr./Carroll St./Monroe St.
Type of Event: ☐ New ☒ Recurring
☐ Fundraiser ☐ Concert ☐ Race/Run/Walk ☐ Parade ☐ Wedding
☐ Festival, Carnival or Market ☒ Other: Eucharist Procession
Description/Purpose of Event Eucharistic Procession Estimated Attendance 150-200

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	☐ Yes	☒ No
2	Is the event open to the public?	☒ Yes	☐ No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	☐ Yes	☒ No
4	Will you require barricades for the event?	☐ Yes	☒ No
5	Are you requesting that Police be present during the event?	☐ Yes	☐ 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?	☐ Yes	☒ No
8	Will alcohol be consumed, distributed, or sold at this event?	☐ Yes	☒ No
9	Will food be distributed, prepared or sold at this event?	☐ Yes	☒ No
10	Will there be canopies or tents?	☐ Yes	☒ No
11	Will there be vendor booths? Merchandise or product sales?	☐ Yes	☒ No
12	Are you planning to have inflatable attractions, games or rides?	☐ Yes	☒ No
13	Will there be bleachers, stages, fencing or other structures?	☐ Yes	☒ No



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

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

INSURANCE/INDEMNITY

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

.....

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

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

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

Signed By: _____

Printed Name: _____

Fr Cory Ford

Organization Represented: _____

Our Lady of the Lake Catholic Church

Office Held _____

Parochial Vicar

Date _____

10/03/2025

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 10/6/25

Certificate of Insurance? YES ☒ NO ☐ Exp. 7/1/26

DEPARTMENTAL EXPENSES

INITIALS

Police Department

Ø

—

Fire District #4

Ø

—

Public Works

Ø

—

TOTAL COSTS

Recommendation of Special Events Committee:

NO police detail needed. Procession is to
remain on the sidewalk throughout the
route.

Approved:

[Signature]
Mayor Clay Madden

10/10/25
Date

City Council Approval

Alcohol Permit:

☐ Yes ☐ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

☐ Yes ☐ No

Date Approved: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2025

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 Arthur J. Gallagher Risk Management Services, LLC 235 Highlandia Drive, Suite 200 Baton Rouge LA 70810	CONTACT NAME: Aline Grimley	FAX (A/C, No): 225-292-3893	
	PHONE (A/C, No, Ext): 225-292-3515	E-MAIL ADDRESS: Aline_Grimley@ajg.com	
INSURED The Roman Catholic Church of the Archdiocese of New Orleans 7887 Walmsley Avenue New Orleans LA 70125	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Underwriters at Lloyd's London		15792
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 2105261340**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		PK1039525	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Included
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ N/A
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐	
							E.I. EACH ACCIDENT	\$
							E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$

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

Limits shown for Insurer A are inclusive of insured retention. The Certificate holder shown below is included as an additional insured when required by written contract as respects the General Liability coverages shown above, as per Form No. VER.APR.13.

Our Lady of the Lake Catholic Church, 312 Lafitte St. Mandeville, LA. 70448, is included as an insured.

Coverage is verified for claims arising out of Our Lady of the Lake Catholic Church. Coverage does not extend to claims arising out of defects of the facility, nor does it extend to claims arising out of the negligence of the certificate holder.

Purpose: Eucharistic Procession

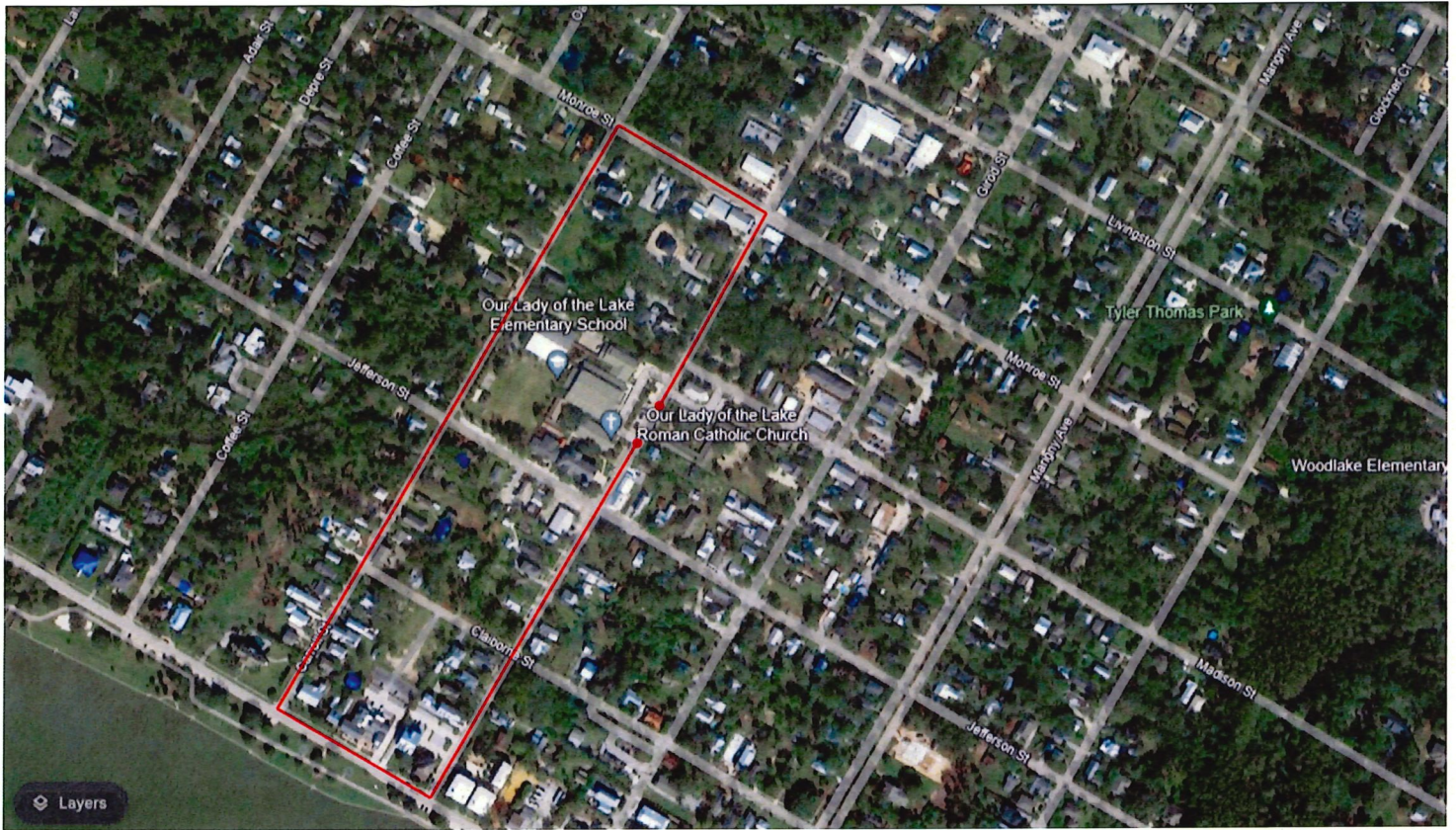
CERTIFICATE HOLDER**CANCELLATION**

City of Mandeville
3101 East Causeway Approach
Mandeville LA 70448

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

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LS A&27



October 9, 2025

Mr. Buster Lyons, P.E., MBA
Senior Project Engineer, Digital Engineering
3500 U.S. Hwy 190
Mandeville, LA 70471

**Re: Change Order 1 Recommendation, Lift Stations 27 & A Improvements
COM Project No. 212.24.002**

Dear Mr. Lyons-

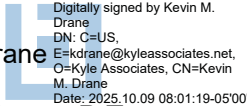
Please find attached Change Order No.1 for the above referenced project. This is a zero-cost change order to add 30 days to the project time. The revised project completion date resulting from this change will be December 1, 2025.

The time extension is necessary due to delays in the Contractor receiving materials and scheduling with CLECO to make changes to the power supply at Lift Station #27.

Kyle Associates recommends the change be accepted to extend the contract time by 30 days at no additional cost to the City.

If you have any questions or require any additional information, do not hesitate to contact this office.

Sincerely,

 Digitally signed by Kevin M.
Drane
DN: C=US,
E=kdrane@kyleassociates.net,
O=Kyle Associates, CN=Kevin
M. Drane
Date: 2025.10.09 08:01:19-05'00'

Kevin M. Drane, P.E.

Vice President – Water & WW Engineering

Enclosures

SECTION 00650

CHANGE ORDER

No. 1Date of Issuance: October 7, 2025Effective Date: October 7, 2025

Owner: City of Mandeville

Owner's Contract No.: 212.24.002

Contract: Lift Stations 27 & A Improvements

Date of Contract: July 31, 2024

Contractor: Subterranean Construction, LLC

Engineer's Project No.: 22086

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

Description:

This is a Zero Cost Change Order to increase Contract Completion time by 30 days

Attachments (list documents supporting change):

Request from Contractor

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$839,900.00[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:\$-0-

Contract Price prior to this Change Order:

\$839,900.00

[Increase] [Decrease] of this Change Order:

\$-0-

Contract Price incorporating this Change Order:

\$839,900.00**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☒ Calendar daysSubstantial completion (days or date): 180Ready for final payment (days or date): 210[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:Substantial completion (days): -0-Ready for final payment (days): -0-

Contract Times prior to this Change Order:

Substantial completion (days or date): 180Ready for final payment (days or date): 210

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 30Ready for final payment (days or date): 30

Contract Times with all approved Change Orders:

Substantial completion (days or date): 210Ready for final payment (days or date): 240

RECOMMENDED:

Kevin M. Drane

Digitally signed by Kevin M. Drane
DN: cn=US
c=US, o=City of Mandeville, ou=City of Mandeville, cn=Kevin M. Drane
Date: 2025.10.07 15:55:29-0500

By: _____

Engineer (Authorized Signature)

Date: 10/7/25

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 10/8/25



Subterranean Construction, LLC
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

October 6, 2025

Kevin Drane P.E.

Kyle and Associates L.L.C.

RE: City of Mandeville

Lift Stations 27 & A

Kevin, Subterranean Construction LLC would like to ask for an additional 30 days to complete the above-mentioned contract. Due to a delay in receiving our plug valves and the anticipated time it will take CLECO to change the voltage at the LS27 power supply I believe a 30-day extension will be required.

Respectfully,

Evan T. Conravey

Managing Member

Subterranean Construction LLC

2024 Sewer & Water

SECTION 00625
Certificate of Substantial Completion

Project: 2024 Water & Sewer Maintenance

Owner: City of Mandeville

Owner's Project No.: 211.21.003/212.21.003

Contractor: Subterranean Construction, LLC

Engineer's Project No.: 576-2003.02

This definitive Certificate of Substantial Completion applies to:

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

Task Order 1

September 16, 2025

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

Punch List

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

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Punch List:

Unless otherwise noted below all Punch List items pertaining to Task Order 1 have been completed throughout the task order. This includes general repairs to the water distribution and sewer collection systems, including but not limited to replacement and/or point repairs of sewer and water mains; water and sewer service (lateral) connections installation and/or repairs; installation, adjustment, and/or rehabilitation of manholes; installation of manhole inserts; installation of gate valves & valve boxes, tapping sleeves & valve assemblies, and insertion valves; installation of transition couplings; installation fire hydrants and/or hydrant extensions; installation of curb stops; installation of meter boxes; root removal in sewer lines; sewer cleanouts; cleaning, inspection & CIPP lining of sewer mains and laterals; well-point set-up; by-pass pumping; restoration of paved sections; installation of topsoil and sod; and other incidentals thereto on as needed or emergency basis throughout the City.

Note: All other pending Task Order No. 1 scope items will be completed under subsequently issued Task Orders.



DIGITAL ENGINEERING & IMAGING, INC.

October 13, 2025

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

Re: 2024 Water & Sewer Maintenance Contract
City Project No. 211.21.003/212.21.003
Task Order #1 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified the assigned contract scope items have been completed and recommends substantial completion for Task Order 1 of the 2024 Water & Sewer Maintenance Contract. Any outstanding scope items will be transferred to and performed under a subsequently issued Task Order. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

Buster Lyons...

Buster Lyons, P.E., MBA
Sr. Project Manager

Enclosures: Subterranean Construction, LLC
Task Order No. 1 Certificate of Substantial Completion
Maintenance Contract Construction Status List (TO#1)



DIGITAL ENGINEERING & IMAGING, INC.

Not Started	Complete
In Progress	On Hold

Construction Status - Task Order #1, 2024 Water & Sewer Maintenance						Last Updated 10/13/25 LMM/CJB
Item #	Priority	Council District	Location	Work Required	Status	Comments
1	2	1	625 Lotus	Water Repair	C	Replaced leaking tapping sleeve; needs test closure - Water Department to evaluate
2	2	1	Heavens @ LA 22	Hydrant	C	Replaced fire hydrant in median- test closure; Work completed - necessary restoration to be done under Task Order 4
3	2	3	210 Girod	Water Repair	C	4 in water line
4	1	2	Live Oak @ Hickory	Water Repair	C	Fire hydrant , completed by city , stated in meeting 1/28/25
5	2	2	1510 W Causeway	Sewer Repair	C	Roots in line. Point repair - work completed
6	2	3	298 Cindy Lou	Sewer Repair	C	New tap added. Replaced service. 6 in. , Completed end of Jan, needs 1 of 2 concrete panels completed
7	2	2	1235 Rue Bayonne	Sewer Repair	C	Repaired tap. Point repair. Completed end of Jan, restoration completed.
8	2	3	Lamarque & Madison 439	Sewer Repair	C	Installed 8 inch sewer line (sewer line sag repair), Asphalt restoration completed.
9	2	2	Lotus Dr. N 420	Sewer Repair	C	Repaired sewer manhole (fiberglass) for 3" FM penetration
10	2	2	Mandeville Concession Stand (Mandeville High)	Water & Sewer Repair	C	Installed 2 inch water line and 2 inch sewer FM extension (bore under road), Concrete SW restored by others
11	2	3	335 Marigny	Water Repair	C	Installed 1 inch water line (long side), In Planning Stage, Exploratory needed
12	2	3	219 Marigny	Sewer Repair	C	Installed 4 inch sewer line, sidewalks pavement restoration completed. 2.4.2025 report of settlement in area; Contractor to assessed & repaired as needed. Concrete removal by SUBT, Concrete installed by CREEK
13	2	3	445 Lafitte (cilantro's)	Water Repair	C	FH Repaired, restoration completed. ; Debris haul-off complete
14	2	3	Lift Station 6	Sewer Repair	C	Pump Base Replacement, Material provided by City in meeting 1/28/25
15	2	3	701 Jackson	Sewer Repair	C	New FM, Bore +/- 150', w/shutoff valve , stated in meeting 1/28/25
16	2	2	132 Juniper	water	C	Test closure needed, Moved FH
17	2	2	West approach near Service Rd.	water	C	Raised FH, restoration completed.
18	2	2	2050 Woodrow	Water	C	Raised FH
19	2	2	Across 701 Jackson	Water	C	Lowered FH
20	2	3	751 Carroll	Sewer Repair	C	Replaced service, cleanout to street, stay 4" pay as 6" , restoration completed.
21	2	3	Jefferson/Lafayette	Sewer Repair	C	Emerg. Repair, 12" sewer FM in casing, 80' Sod Needed; regrade ditch on NW
22	2	3	338 Carroll / SMH 5-017A	Sewer Repair	C	Installed new SMH casting & bolt down lid; Work completed - necessary restoration to be done under Task Order 4

Not Started Complete
In Progress On Hold

Construction Status - Task Order #1, 2024 Water & Sewer Maintenance						Last Updated 10/13/25 LMM/CJB
Item #	Priority	Council District	Location	Work Required	Status	Comments
23	2	3	City Hall Park	Water	C	Installed 500' of waterline, Restoration and new sidewalk completed
24	2	3	425 Carroll St.	Sewer	C	New sewer main hole casting w/ a bolt down lid - MH5-017A; Work completed - necessary restoration to be done under Task Order 4
25	2	3	2100 block Lakeshore	Sewer	C	Needed a bolt down lid; concrete poured; Restoration needed; Work completed - necessary restoration to be done under Task Order 4
26	2	3	Lakeshore at Coffee	Sewer	C	Need a bolt down lid; concrete poured; Restoration needed; Work completed - necessary restoration to be done under Task Order 4
27	2	3	Lakeshore at Carrol	Sewer	C	Need a bolt down lid; concrete poured; Restoration needed; Work completed - necessary restoration to be done under Task Order 4
28	2	3	437 Lamarque, Church	Sewer	C	Added service tap, restoration completed.
29	2	3	120/126 Caymen	Sewer	C	Broken service tap and cleanout repaired, restoration completed.
30	2	3	133 Carroll	Sewer	C	New Service installed and tree removed by owner, restoration completed.
31	2	3	Lamarque & Madison 405	Water	C	New tap installed new construction
32	2	3	LS 14	Misc	C	Concrete pad poured for air filter
33	2	3	744 Girod St.	Water	C	Water service repair; Work completed - necessary restoration to be done under Task Order 4
34	2	2	Mariner's Isle	Water	C	8" meter installed; Work to start no earlier than 9 AM;
35	2	2	Tops L Apartments	Water	C	6" meter installed
36	2	3	Mandeville Elementary	Water	C	4" meter installed

Res 25-54

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

RESOLUTION NO. 25-54

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 KYLE ASSOCIATES, LLC FOR THE LIFT STATION A (MONTGOMERY AT DUPRE) AND LIFT STATION 27 (MANDEVILLE HIGH) UPGRADES PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on December 6, 2022, the City of Mandeville and Kyle Associates, LLC entered into a professional services agreement for professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. A (LS A) located at Montgomery at Dupre and Lift Station No.27 (LS No.27) located on Mandeville High Boulevard;

WHEREAS, the original Professional Services Agreement had a duration of two (2) years from the Effective Date of December 6, 2022;

WHEREAS, Amendment No. 1 with an effective date of December 10, 2024 extended the contract duration one (1) additional calendar year from December 6, 2024 to December 6, 2025; and

WHEREAS, the City of Mandeville and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Project to the new day of December 6, 2026; and

WHEREAS, no additional design services are added to the Scope of Work, no fees are added to the Consultant's compensation for services, and there was no change to the total maximum aggregate amount payable by the City for the services performed under this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute Amendment No. 2 of the Professional Services Agreement with Kyle Associates, 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 23rd day of October 2025.

Alicia Watts
Clerk of Council

Scott Discon
Council Chairman

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
KYLE ASSOCIATES, LLC

COM PROJ. NO. 212.23.008
LIFT STATION A (MONTGOMERY @ DUPRE) AND LIFT STATION 27
(MANDEVILLE HIGH) 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 Kyle Associates, LLC represented by Christopher J. Hnatyshyn, Vice-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 December 6, 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. A (LS A) located at Montgomery at Dupre and Lift Station No. 27 (LS No. 27) located on Mandeville High Blvd;

WHEREAS, the original Agreement had a duration of two (2) years from the Effective Date of December 6, 2022;

WHEREAS, Amendment No. 1 with an effective date of December 10, 2024 extended the contract duration one (1) additional calendar year from December 6, 2024 to December 6, 2025; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional calendar year for the Consultant to continue performing the necessary professional engineering services through the construction administration and closeout phases for the Lift Stations A & 27 Upgrades Project (the "Project");

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 A & 27 Upgrades Project**:

1. None.

B. **COMPENSATION**:

1. **Fees Added for the Lift Stations A & 27 Upgrades Project**. No fees are added to

the Consultant's compensation for the services in the Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement is unchanged for a not to exceed amount of **\$137,727.00**. 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 shall be extended for one (1) additional calendar year from the end of the current contract expiration date (12/6/2025) to a new date of 12/6/2026.

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 _____, 2025.

KYLE ASSOCIATES, LLC

BY: _____
CHRISTOPHER J. HNATYSHYN, VICE-PRESIDENT

CORPORATE TAX I.D.

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 GAUTREAUX
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

Res 25-55

***THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER

_____; AND MOTIONED FOR ADOPTION BY COUNCIL MEMBER

_____***

RESOLUTION NO. 25-55

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE RECOMMENDATION OF THE EVALUATION COMMITTEE FOR
THE 2025 STANDBY EMERGENCY GENERATOR REPAIRS & ROUTINE
MAINTENANCE SERVICES CONTRACT AND AUTHORIZING THE MAYOR TO
EXECUTE A CONTRACT WITH THE HIGHEST-RANKED PROPOSER, NIXON
POWER SERVICES, LLC, AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City of Mandeville solicited proposals for the **2025 Standby Emergency Generator Repairs & Routine Maintenance 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, **Nixon Power Services, 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 Standby Emergency Generator Repairs & Routine Maintenance Services** to **Nixon Power Services, 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 **Nixon Power Services, LLC**, based on the terms, conditions, and unit pricing set forth in their proposal dated **August 4, 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.

Alicia Watts
Council Clerk

Jason Zuckerman
Council Chairman

CITY OF MANDEVILLE

STANDBY CONTRACT FOR STANDBY EMERGENCY GENERATOR REPAIRS & ROUTINE MAINTENANCE SERVICES

This contract is entered into by and between the City of Mandeville, Louisiana, a political subdivision of the State of Louisiana (hereinafter referred to as "City") and **Nixon Power Services, LLC**, a **LLC organized under the laws of the State of North Carolina** with its principal office located at **155 Franklin Rd., Suite 255, Brentwood, TN 37027** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City issued a Request for Proposals ("RFP") for **Standby Emergency Generator Repairs & Routine Maintenance**, seeking qualified contractors to provide standby emergency generator repairs and routine maintenance services in accordance with applicable grant requirements;

WHEREAS, Contractor submitted a proposal dated **August 4, 2025**, in response to the City's RFP and was selected based on the evaluation criteria set forth therein;

WHEREAS, the City and Contractor mutually desire to enter into this Contract to define their respective rights and obligations under said services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SCOPE OF SERVICES Contractor shall furnish all labor, materials, equipment, supervision, transportation, and services necessary to provide the services in accordance with the Scope and Statement of Work set forth in the City's RFP for **Standby Emergency Generator Repairs & Routine Maintenance**, which is attached hereto and incorporated herein by reference.

2. CONTRACT DOCUMENTS The contract documents shall include the following, which are incorporated by reference and made part of this Contract:

- The City's Request for Proposals (RFP) for **Standby Emergency Generator Repairs & Routine Maintenance**, including all issued Addenda;
- Contractor's proposal submitted in response to the RFP, including all required forms and pricing attachments;
- This signed Contract and all executed Task Orders;
- All attachments and affidavits submitted with the Contractor's proposal. In the event of any conflict among the contract documents, precedence shall be given in the order listed above.

3. TERM AND TERMINATION This Contract shall commence upon full execution and shall remain in effect for **three (3)** years, unless sooner terminated as provided herein. The City reserves the right to renew the contract for up to **two (2)** additional **one-year** periods upon mutual written agreement. This is a standby contract. No work shall be performed, and no compensation shall be due, unless and until the City issues a formal Notice to Proceed. This Contract may be terminated by either party, with or without cause, upon thirty (30) days' written notice. The City may also terminate this Contract for cause for Contractor's failure to perform, violation of grant or City requirements, or breach of any term herein.

4. COMPENSATION Compensation under this contract is divided into two categories, based on the two distinct scopes of work.

4.1 Routine Maintenance (Fixed-Price) Contractor shall be compensated for routine, scheduled maintenance services on a **firm, fixed-price annual basis** as specified in the Contractor's submitted **Attachment A.1a - Fixed Unit Price Table**. The total annual compensation for these services is **\$54,020.00**. This price is fully burdened and inclusive of all labor, materials,

standard consumables (filters, oil, belts, etc.), and equipment necessary for the performance of all scheduled quarterly and annual services as defined in the RFP .

4.2 Emergency Repairs (Time & Materials) All emergency, unscheduled, or non-routine work shall be compensated on a **Time and Materials (T&M) basis** using the pre-approved rates in the Contractor's submitted **Attachment A.1b - Time and Materials Schedule**. All T&M work must be pre-authorized through a written **Task Order**, executed by the City prior to the commencement of any work. Each Task Order shall include a detailed scope of work, a FEMA compliance justification, and a **Not-to-Exceed (NTE) amount**. The Contractor shall not exceed the NTE amount specified in a Task Order without a formal, written amendment to that Task Order executed by the City .

5. PAYMENT TERMS Invoices shall be submitted upon completion of authorized work and shall include all required supporting documentation. Payment shall be made within thirty (30) days of receipt of a properly submitted invoice, subject to City approval. Invoices shall be submitted to: ap@cityofmandeville.com.

6. COMPLIANCE WITH LAWS AND REGULATIONS Contractor shall comply with all applicable federal, state, and local laws, regulations, and guidelines, including but not limited to FEMA Public Assistance Program regulations (2 C.F.R. Part 200), OSHA and DOT standards, and City of Mandeville ordinances.

Contractor 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. Contractor recognizes that these provisions shall also apply to any approved subcontract Contractor will have with any other entity or person in performance with the related agreement.

7. INSURANCE AND INDEMNIFICATION Contractor shall maintain all insurance required under the RFP, including the required endorsements for Additional Insured, Waiver of Subrogation, and Hold Harmless clauses. Contractor shall furnish Certificates of Insurance to the City prior to execution of this contract. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from any claims, losses, or damages arising out of Contractor's performance under this Contract.

8. RECORD RETENTION AND AUDIT RIGHTS Contractor shall maintain all books, records, and documents relevant to this Contract for a period of at least three (3) years after final payment or longer if required by FEMA or other federal regulations. These records shall be available to the City, FEMA, GOHSEP, or other authorized agencies for audit or inspection upon request.

9. NON-ASSIGNMENT Contractor shall not assign or subcontract this Contract or any portion thereof without prior written consent of the City. Contractor shall remain fully responsible for the performance of any approved subcontractor.

10. FEMA SUPPLEMENTAL CONTRACT PROVISIONS This contract will be funded by the FEMA Public Assistance program. Therefore, the following provisions applicable to this contract must be included in the contract between the City and the contractor.

EQUAL EMPLOYMENT OPPORTUNITY During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (2) The Contractor agrees to report each violation to the City of Mandeville and understands and agrees that the City of Mandeville will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office. (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq. (2) The Contractor agrees to report each violation to the City of Mandeville and understands and agrees that the City of Mandeville will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office. (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT (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. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (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 later 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 proposer 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— i. Competitively within a timeframe providing for compliance with the Contract performance schedule; ii. Meeting Contract performance requirements; or iii. At a reasonable price.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services. (b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities

that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (c) Exceptions. (1) This clause does not prohibit contractors from providing—(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services. (d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS The following access to records requirements apply to this contract: (1) The Contractor agrees to provide GOHSEP, the City of Mandeville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS The Contractor grants to the City of Mandeville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Mandeville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Mandeville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Mandeville.

11. GOVERNING LAW AND VENUE This Contract shall be governed by the laws of the State of Louisiana. Venue for any dispute shall lie exclusively in the 22nd Judicial District Court, Parish of St. Tammany. The parties hereby irrevocably submit to the personal jurisdiction of such courts and waive any objections to the venue or convenience of the forum.

12. APPROPRIATION OF FUNDS Contractor 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 this Agreement, then this Agreement shall automatically expire without penalty to the City thirty (30) days after written notice to the Contractor 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. In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City's legal authority.

13. INDEPENDENT CONTRACTOR The Contractor agrees and acknowledges that it is an independent contractor and as such nothing hereinabove or elsewhere in this contract shall in any manner make the Contractor an employee or agent of the City nor create a partnership.

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

15. ENTIRE AGREEMENT; AMENDMENTS This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modifications or amendments shall be operative and valid, it shall be reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

CITY OF MANDEVILLE:

CONTRACTOR: Nixon Power Services, LLC

By: _____

By: _____

Clay Madden, Mayor

Date: _____

Date: _____