

Ords 26-04

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER

; MOVED FOR ADOPTION BY COUNCIL MEMBER

, SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____**

ORDINANCE NO. 26-04

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
EXECUTE AMENDMENT NO.2 TO ORDINANCE NUMBER 25-25, THE OPERATING
BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN
CONNECTION THEREWITH (STRIPING MAINTENANCE)**

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

WHEREAS, amendment no.2 to the Operating Budget adopted for fiscal year 2025-2026, Ordinance Number 25-25, is required due to expenditures related to maintenance that will exceed the current authorized appropriated funds budgeted for 2025-2026 City of Mandeville Operating Budget (Striping Maintenance); and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2025-2026, Ordinance Number 25-26, is hereby amended to include budget amendment no.2 as set forth on the attached Exhibit "A", (Striping Maintenance) incorporated as a part hereof, and be adopted for the 2025-2026 Fiscal Year Operating Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2025-2026 Operating Budget adopted shall remain in full force and effect.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

FY 2026 Budget Amendment #2
 Capital & Operating Budget
 Exhibit A

		Project Number	Project Name	Current Year Budget	Proposed Change	Revised Current Year Budget	Prior Year Appropriations	Total Project Budget	Funding Source
<u>GENERAL GOVERNMENT</u>									
<i>Expenditures</i>									
70000-49000	CONSTRUCTION-STREETS	700.22.002	Striping	250,000	(250,000)	-	-	-	Street Construction Fund
70000-43200	REPAIRS & MAINTENANCE			-	250,000	250,000			Street Construction Fund

Ords 26-05

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER

; MOVED FOR ADOPTION BY COUNCIL MEMBER

, SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____**

ORDINANCE NO. 26-05

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
EXECUTE AMENDMENT NO.3 TO ORDINANCE NUMBER 25-25, THE OPERATING
BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN
CONNECTION THEREWITH (KEEP MANDEVILLE BEAUTIFUL)**

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

WHEREAS, amendment no.3 to the Operating Budget adopted for fiscal year 2025-2026, Ordinance Number 25-25, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2025-2026 City of Mandeville Operating Budget (Keep Mandeville Beautiful); and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2025-2026, Ordinance Number 25-26, is hereby amended to include budget amendment no.3 as set forth on the attached Exhibit "A", (Keep Mandeville Beautiful) incorporated as a part hereof, and be adopted for the 2025-2026 Fiscal Year Operating Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2025-2026 Operating Budget adopted shall remain in full force and effect.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

FY 2026 Budget Amendment #3

Operating Budget

Exhibit A

			Current Budget		Proposed Change		Revised Budget	
<u>General Fund</u>								
<i>Operating Revenues</i>								
10000-34300	Keep Mandeville Beautiful		\$	-	\$	(50,000)	\$	(50,000)
<i>Operating Expenditures</i>								
10100-45000	Décor & Beautification		\$	35,000	\$	50,000	\$	85,000

Ords 26-06

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER

; MOTIONED FOR ADOPTION BY COUNCIL MEMBER

AND SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____.
_____.**

ORDINANCE NO. 26-06

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
EXECUTE AMENDMENT NO.2 TO ORDINANCE NO. 25-26, THE CAPITAL BUDGET
OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION
THEREWITH. (STRIPING MAINTENANCE)**

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

WHEREAS, amendment no.2 (Striping Maintenance) to the Capital Budget adopted for fiscal year 2025-2026, Ordinance Number 25-26, to reflect actual expenditures incurred during the 2025-2026 fiscal year for the City of Mandeville Capital Budget; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2025-2026, Ordinance Number 25-26, is hereby amended to include budget amendment no.2 (Striping Maintenance) as set forth on the attached Exhibit A incorporated as a part hereof, and be adopted for the 2025-2026 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2025-2026 Capital Budget adopted shall remain in full force and effect.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this _____ day of _____, 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

FY 2026 Budget Amendment #2
 Capital & Operating Budget
 Exhibit A

		Project Number	Project Name	Current Year Budget	Proposed Change	Revised Current Year Budget	Prior Year Appropriations	Total Project Budget	Funding Source
<u>GENERAL GOVERNMENT</u>									
<i>Expenditures</i>									
70000-49000	CONSTRUCTION-STREETS	700.22.002	Striping	250,000	(250,000)	-	-	-	Street Construction Fund
70000-43200	REPAIRS & MAINTENANCE			-	250,000	250,000			Street Construction Fund

Ords 26-07

THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER

; MOTIONED FOR ADOPTION BY COUNCIL MEMBER

AND SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____.
_____.

ORDINANCE NO. 26-07

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MANDEVILLE AMENDING AND ADOPTING THE PERSONNEL POLICIES
PART I, RULE 2 GENERAL ADMINISTRATION, ADDING SECTION 2.12
SOCIAL MEDIA POLICY FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE
SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH*

WHEREAS, Section 4-05 of the Mandeville City Charter, entitled Personnel Systems, mandates the City Council shall adopt personnel rules, policies, procedures and practices for all non-police employees by ordinance; and

WHEREAS, it is necessary that personnel policies be reviewed from time to time to adequately reflect policies as revised to meet current conditions; and

WHEREAS, as a part of that review process, the Administration and City Council deemed that the Personnel Policies of the Municipal Employees Civil Service System be amended to reflect current standards and practices;

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of the addition of Section 2.12 Social Media Policy to the Municipal Employees' Civil Service Manual; and

NOW, THEREFORE BE IT ORDAINED that Section 2.12 of the Personnel Policies of the Municipal Employees Civil Service System to read as follows:

Section 2.12 Social Media Policy

Social media is defined as and includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or community web site, web bulletin board or chat room (whether or not associated or affiliated with the City of Mandeville), as well as any other form of online communication intended for public or group interaction.

A. City employees assume all risks associated with the personal use of social media.

B. The City may require immediate removal of material and/or take disciplinary

action for the use of social media by City employees that causes disruption of the workplace, impairs the mission of the City, or violates this policy.

C. The following activities are strictly prohibited relating to the personal use of social media:

- 1. Disclosure of confidential City information.*
- 2. Posting information that you know, or should reasonably know, to be false about the City of Mandeville, fellow employees, citizens, vendors, or people working on behalf of the City of Mandeville.*
- 3. Communicating with the media about City-related information, in an official capacity, without the permission of the Mayor, Chief of Police, Cultural Development Director and/or City Attorney.*
- 4. Posting photographs of fellow employees, appointees, or officials without their permission.*
- 5. Posting personal statements, opinions, or beliefs and attributing those to the City of Mandeville.*
- 6. Posting any material that constitutes harassment, hate speech, or libel, violates the privacy rights of fellow employees, or is disruptive to the work environment because it impairs workplace discipline or control, impairs or erodes working relationships, creates dissension among co-workers, interferes with job performance, or obstructs operations.*

D. Employees must be aware that social media content created, posted, or shared in connection with official City duties may constitute a public record under Louisiana law. Any such content is subject to applicable records retention requirements and may be subject to disclosure under the Louisiana Public Records Act. Employees should exercise care, accuracy, and professionalism when posting content in any capacity that may reasonably be associated with City business.

E. Violations of this policy will subject the employee to disciplinary action up to and including termination in accordance with administrative or Civil Service rules and regulations.

F. Nothing in this policy is intended to infringe upon the First Amendment rights of employees. Employees retain the right to speak as private citizens on matters of public concern. However, the City maintains the right to regulate speech that is made in an employee's official capacity, or speech that disrupts City operations, undermines discipline, or otherwise interferes with the efficient delivery of public services. This policy is intended to balance employee rights with the City's obligation to maintain order, efficiency, and public trust.

G. Personal Opinions and Disclaimers: Employees who discuss matters related to the City of Mandeville on personal social media accounts should make it clear that their views are their own and do not represent the official position of the City. When posting content that could reasonably be associated with City business or when identifying themselves as a City employee, employees are encouraged to include a disclaimer similar to the following:

"The views expressed on this account are my own and do not represent the views or positions of the City of Mandeville"

Use of this disclaimer does not authorize employees to disclose confidential information, speak on behalf of the City, or otherwise violate this policy. Employees should continue to exercise good judgment and uphold the dignity of public service and the confidence of the community.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance upon signature of the Mayor.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this _____ Day of _____, 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

Ords 26-08

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER

; MOTIONED FOR ADOPTION BY COUNCIL MEMBER

AND SECONDED FOR ADOPTION BY COUNCIL MEMBER
_____.
_____.**

ORDINANCE NO. 26-08

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MANDEVILLE AMENDING THE CODE OF CONDUCT FOR ELECTED
OFFICIALS, UNCLASSIFIED EMPLOYEES, PERSONS APPOINTED OR
ELECTED TO VARIOUS BOARDS AND COMMISSIONS OF THE CITY OF
MANDEVILLE AND CONTRACTORS WITH THE CITY OF
MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, in 2008, the City Council desired to create a Code of Conduct to establish a set of guidelines for the behavior of the City of Mandeville elected officials, unclassified employees, persons appointed or elected to various boards and commissions of the City of Mandeville and contractors with the City of Mandeville; and

WHEREAS, on May 27, 2010, the City Council of the City of Mandeville approved Ordinance 10-17 adopting a Code of Conduct for elected officials, unclassified employees, persons appointed or elected to various boards and commissions of the City of Mandeville and contractors with the City of Mandeville; and

WHEREAS, the Municipal Employees' Civil Service Board recommended that the City Council adopt a social media policy for classified non-police employees; and

WHEREAS, the Municipal Police Employees' Civil Service Board adopted a social media policy for police employees, and

WHEREAS the City Council of the City of Mandeville wishes to add a social media policy to the Code of Conduct, and

NOW, THEREFORE BE IT ORDAINED that the Code of Conduct reflect the addition of a social media policy as shown in Exhibit A.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance upon signature of the Mayor.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this _____ Day of _____, 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

EXHIBIT A

CITY OF MANDEVILLE CODE OF CONDUCT (ordinance 10-17, adopted by Council on 05/27/2010)
(posted on the City's website under the City Council's "Code of Conduct" webpage)

A. POLICY STATEMENT

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

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

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

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

B. PURPOSE OF THIS POLICY

Section 7-02 of the City Charter for the City of Mandeville provides that "All officers and employees of the city government shall comply with the provisions of the Louisiana State Code

of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code; to establish a set of guidelines for the behavior of the persons covered by this code which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for the city to successfully project the best image possible.

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

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

Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of the city and with the goal of perfection of city government. No personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.

Accept the responsibility that any improper conduct can reflect negatively on the public image of the city and bring embarrassment and discontent to the citizens of the city. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.

Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct except Contractors. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected municipal officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code, except Contractors, shall be required to participate in at least one hour of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.

Always be in full compliance with all applicable federal, state, and local laws and regulations.

Direct all requests for documents under the Public Records Law to the City Attorney for response. All requests for documents under the Public Records Law shall be in writing.

Respect the confidentiality of information concerning the City, City personnel, or proceedings of the City.

D. CONTRACTORS

Any individual or business entity that enters into a contract with the City of Mandeville shall be subject to this code and be referred to herein as a "Contractor." Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for directing business to any person. Likewise, the Contractor will not make or authorize any payment to anyone for the purpose of influencing any official act or decision, or inducing such entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with the City of Mandeville.

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

E. SOCIAL MEDIA CONDUCT

All persons covered under this Code of Conduct—including elected officials, unclassified employees, and persons appointed to boards and commissions—are expected to use social media responsibly and in a manner consistent with the ethical standards of this Code.

Use of social media should reflect honesty, respect, and professionalism at all times and must not compromise public trust, confidentiality, or the integrity of City operations.

The following activities are strictly prohibited relating to the personal use of social media:

- Disclosure of confidential City information.
- Posting rumors or information that you know, or should reasonably know, to be false about the City of Mandeville, fellow employees, citizens, vendors, or people working on behalf of the City of Mandeville.

- Posting photographs of fellow employees without their permission.
- Posting personal statements, opinions, or beliefs and attributing those to the City of Mandeville. When posting content that could be misconstrued as official City business, employees, appointees, and officials are encouraged to include a disclaimer similar to the following: "The views expressed on this account are my own and do not represent the views or positions of the City of Mandeville."
- Posting any material that constitutes harassment, hate speech, or libel; violates the privacy rights of others; or is disruptive to the work environment because it impairs workplace discipline or control, erodes working relationships, creates dissension, interferes with job performance, or obstructs operations.

Public Records and Retention:

Employees, appointees, and officials must be aware that social media content created, posted, or shared in connection with official City duties may constitute a public record under Louisiana law. Any such content is subject to applicable records-retention requirements and may be subject to disclosure under the Louisiana Public Records Act. All users should exercise care, accuracy, and professionalism when posting content in any capacity that may reasonably be associated with City business.

Social media activity that breaches the standards of this Code—including conduct that is unethical, disruptive, defamatory, or damaging to the City's reputation—may result in disciplinary action (for employees of the City), removal from appointed office, or referral to the Louisiana Board of Ethics as appropriate.

Nothing in this section shall be construed to infringe upon the First Amendment rights of any person covered by this Code. Individuals retain the right to speak as private citizens on matters of public concern; however, the City retains the right to address conduct that disrupts City operations, undermines public trust, or violates applicable law or policy.

E. COMPLAINTS

All complaints shall be in writing and signed by the person making the complaint. There shall be no anonymous complaints. Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to the City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her

response shall be part of the complaint record. If such complaint alleges ethical violations then the City Attorney shall recommend to the mayor that a copy of the complaint be sent to the Louisiana Board of Ethics for further action.

In the event a complaint is filed against the City Attorney, such complaint shall be submitted to the Office of the Mayor. The mayor shall ensure that the complaint is logged and that a copy is provided to the City Attorney within three days of receipt. The City Attorney shall have five days to respond in writing, and such response shall become part of the complaint record. If the complaint alleges violations of the Louisiana State Code of Ethics, the mayor may forward or recommend forwarding the complaint to the Louisiana Board of Ethics for further action.

8.4. TRAFFIC IMPACT ANALYSIS PROVISIONS.

8.4.3. Data Requirements of Applicants.

1. It shall be the responsibility of the applicant to submit at the time of application all data needed to determine whether or not a TIA will be required under the provisions of this section. This data shall be certified by a Registered Professional Engineer or other qualified individual. ~~The requirement that this data be provided at the time of application may be waived by the Planning Director if the applicant agrees to provide a TIA for the proposed project that complies with the provisions of the section.~~

...

8.4.4. Financial Responsibility for Required Traffic Impact Analysis and Selection Guidelines.

If a Traffic Impact Analysis (TIA) is required for a project, the required TIA shall be procured by the City and be the financial responsibility of the applicant to be paid as part of the application process. The TIA shall be performed under the supervision of a qualified Professional Registered Civil Engineer or other qualified individual such as a transportation planner or traffic engineer selected and procured by the City. The TIA report must be prepared documenting the study, the data used, the findings and the recommendations of the study consistent with sections 8.4.5 and 8.4.6, which will be provided to the engineer by the City. The TIA Report shall be signed by the Registered Professional Engineer or other qualified individual responsible for the supervision of the study and the preparation of the TIA report. ~~The applicant shall submit twenty (20) copies of the Twenty (20) copies of the TIA report shall be submitted~~ by the firm contracted by the City at least two (2) weeks prior to the date on which the project is scheduled for consideration by the Planning Commission and costs associated with the TIA and the overall application shall be paid by the applicant prior to any hearing before the Planning Commission..

8.4.10 Use of Traffic Impact Analysis

Any traffic impact analysis provided to the City for evaluation of proposed actions to be recommended by City officials pursuant to Section 8.4.9 shall be published for public view and available in the materials related to the application on file with the City. The City officials and any Commission utilizing and evaluating the traffic impact analysis shall consider the findings thereof in its recommendations of action to be taken on the permit and any actions to be taken pursuant to Section 8.4.9. Further, in the event the applicant chooses to provide any additional traffic impact analysis, the City officials and any Commission utilizing and evaluating the traffic impact analysis shall give more weight to the findings of the traffic impact analysis provided to the City with the application but may consider the findings and recommendations of any additional traffic impact analysis provided it meets the requirements for performance guidelines and production timelines outlined in the whole of Article 8.4.

Ord 26-09

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

ORDINANCE NO. 26-09

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING
ARTICLE 8, SECTION 8.4.3 DATA REQUIREMENTS OF APPLICANTS, 8.4.4
TRAFFIC IMPACT ANALYSIS PROVISIONS, ADDING ARTICL 8, SECTION 8.4.10
USE OF TRAFFIC IMPACT ANLYSIS, AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City Council of Mandeville is vested by Section 2-1 of the Mandeville Charter with the legislative power of the city government and has the authority to enact ordinances which have the force of law;

WHEREAS, the City Council of Mandeville is empowered by Section 2-10 (A)(15) of the Mandeville Charter to utilize its policing power to amend or repeal any ordinance previously adopted;

WHEREAS, the City of Mandeville's Comprehensive Land Use Regulations Ordinance (CLURO) was adopted on June 25, 2015, rev. through _____, 2025, and provides for traffic impact analysis provisions outlining conditions for which a traffic impact analysis must be obtained and the procedures that govern the traffic impact analysis preparation cost and production, all as more fully outlined in Article 8.4;

WHEREAS, the City of Mandeville desires to provide all interested parties and determining commissioners and officials with a traffic impact analysis of a proposed development when the conditions for same are indicated in order to examine any infrastructure improvements necessary to support the development being proposed by the applicant and its effects on the public health, safety, and welfare.

WHEREAS, the City of Mandeville desires to provide clarity to the existing provisions which require a traffic impact analysis under certain conditions but do not specifically outline that same is the financial responsibility of the applicant and to provide for situations where the applicant wishes to provide an additional traffic impact analysis for consideration.

WHEREAS, the City of Mandeville desires to provide additional opportunity for collaborative production of the traffic impact analysis and to further support the traffic impact analysis provisions which seek to adopt methods to assess and address the traffic related impacts at the time significant land use decisions are deliberated and made.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that CLURO Section 8.4.3, 8.4.4, and 8.4.10 be amended and added as follows:

8.4.3. Data Requirements of Applicants.

1. It shall be the responsibility of the applicant to submit at the time of application all data needed to determine whether or not a TIA will be required under the provisions of this section. This data shall be certified by a Registered Professional Engineer or other qualified individual.

...

8.4.4 Financial Responsibility for Required Traffic Impact Analysis and Selection Guidelines.

If a Traffic Impact Analysis (TIA) is required for a project, the required TIA shall be procured by the City and be the financial responsibility of the applicant to be paid as part of the application process. The TIA shall be performed under the supervision of a qualified Professional Registered Civil Engineer or other qualified individual such as a transportation planner or traffic engineer selected and procured by the City. The TIA report must be prepared documenting the study, the data used, the findings and the recommendations of the study consistent with sections 8.4.5 and 8.4.6 which will be provided to the engineer by the City. The TIA Report shall be signed by the Registered Professional Engineer or other qualified individual responsible for the supervision of the study and the preparation of the TIA report. Twenty (20) copies of the TIA report shall be submitted by the firm contracted by the City at least two (2) weeks prior to the date on which the project is scheduled for consideration by the Planning Commission and costs associated with the TIA and the overall application shall be paid by the applicant prior to any hearing before the Planning Commission.

8.4.10 Use of Traffic Impact Analysis

Any traffic impact analysis provided to the City for evaluation of proposed actions to be recommended by City officials pursuant to Section 8.4.9 shall be published for public view and available in the materials related to the application on file with the City. The City officials and any Commission utilizing and evaluating the traffic impact analysis shall consider the findings thereof in its recommendations of action to be taken on the permit and any actions to be taken pursuant to Section 8.4.9. Further, in the event the applicant chooses to provide any additional traffic impact analysis, the City officials and any Commission utilizing and evaluating the traffic impact analysis shall give more weight to the findings of the traffic impact analysis provided to the City with the application but may consider the findings and recommendations of any additional traffic impact analysis provided it meets the requirements for performance guidelines and production timelines outlined in the whole of Article 8.4.

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 _____, 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

8.4. TRAFFIC IMPACT ANALYSIS PROVISIONS.

8.4.3. Data Requirements of Applicants.

1. It shall be the responsibility of the applicant to submit at the time of application all data needed to determine whether or not a TIA will be required under the provisions of this section. This data shall be certified by a Registered Professional Engineer or other qualified individual. ~~The requirement that this data be provided at the time of application may be waived by the Planning Director if the applicant agrees to provide a TIA for the proposed project that complies with the provisions of the section.~~

...

8.4.4. Financial Responsibility for Required Traffic Impact Analysis and Selection Guidelines.

If a Traffic Impact Analysis (TIA) is required for a project, the required TIA shall be procured by the City and be the financial responsibility of the applicant to be paid as part of the application process. The TIA shall be performed under the supervision of a qualified Professional Registered Civil Engineer or other qualified individual such as a transportation planner or traffic engineer selected and procured by the City. The TIA report must be prepared documenting the study, the data used, the findings and the recommendations of the study consistent with sections 8.4.5 and 8.4.6, which will be provided to the engineer by the City. The TIA Report shall be signed by the Registered Professional Engineer or other qualified individual responsible for the supervision of the study and the preparation of the TIA report. ~~The applicant shall submit twenty (20) copies of the Twenty (20) copies of the TIA report shall be submitted~~ by the firm contracted by the City at least two (2) weeks prior to the date on which the project is scheduled for consideration by the Planning Commission and costs associated with the TIA and the overall application shall be paid by the applicant prior to any hearing before the Planning Commission..

8.4.10 Use of Traffic Impact Analysis

Any traffic impact analysis provided to the City for evaluation of proposed actions to be recommended by City officials pursuant to Section 8.4.9 shall be published for public view and available in the materials related to the application on file with the City. The City officials and any Commission utilizing and evaluating the traffic impact analysis shall consider the findings thereof in its recommendations of action to be taken on the permit and any actions to be taken pursuant to Section 8.4.9. Further, in the event the applicant chooses to provide any additional traffic impact analysis, the City officials and any Commission utilizing and evaluating the traffic impact analysis shall give more weight to the findings of the traffic impact analysis provided to the City with the application but may consider the findings and recommendations of any additional traffic impact analysis provided it meets the requirements for performance guidelines and production timelines outlined in the whole of Article 8.4.

Change Order No.2

SECTION 00650
CHANGE ORDER

No. TWO

Date of Issuance: JANUARY 22, 2026 Effective Date: _____

Owner: CITY OF MANDEVILLE	Owner's Contract No.: 100.23.002
Contract: HARBOR GAZEBO IMPROVEMENTS	Date of Contract: JUNE 17 TH , 2025
Contractor: SCOTTMORE, LLC	Architect's Project No.: 22026

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

Description:

CPR #2 & 3: Add highway mesh to new concrete. ADD \$ 7,753.00 and ADD 1 CALENDAR DAY.

CPR #4: Upgrades for Utility Trenches and Grates. ADD \$ 11,255 and ADD 3 CALENDAR DAYS.

Attachments (list documents supporting change):

CPR #2 & 3: Architect description and recommendation to accept, Contractor Breakdown.

CPR #4: Revised Utility Trench Drawing, Architect description and recommendation to accept, Contractor Breakdown, Product Shop Drawings, Photo of custom mockup unit produced by steel fabricator.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 467,996.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 180

Ready for final payment (days or date): 210

[Increase] [Decrease] from previously approved Change Orders No. to No. ONE:

\$ 10,908.00

[Increase] [Decrease] from previously approved Change Orders No. to No. ONE:

Substantial completion (days): 9

Ready for final payment (days): 9

Contract Price prior to this Change Order:

\$ 478,904.00

Contract Times prior to this Change Order:

Substantial completion (days or date): 189

Ready for final payment (days or date): 219

[Increase] [Decrease] of this Change Order:

\$ 19,008.00

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 4

Ready for final payment (days or date): 4

Contract Price incorporating this Change Order:

\$ 497,912.00

Contract Times with all approved Change Orders:

Substantial completion (days or date): 193

Ready for final payment (days or date): 223

RECOMMENDED:

By: Vaughan Sollberger

Architect (Authorized Signature)

Date: January 22, 2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

December 8, 2025

Buster Lyons, P.E., MBA
Senior Project Engineer
3500 US-190
Mandeville, LA 70471
blyons@deii.net

HARBOR GAZEBO IMPROVEMENTS
City of Mandeville Project # 100.23.002

139 Jackson Avenue
Mandeville, LA 70448

CHANGE PROPOSAL REQUEST #2 & 3 – Add Highway Mesh Steel Reinforcement to new portions of Concrete Roadway – Lakeshore Drive

Dear Buster,

We requested the General Contractor, Scottmoore, provide us Change Proposal Request #2 & 3 for consideration to ADD 6x12 0/1 WWF to new concrete areas.

The following is a list of contract modifications to accommodate CPR #1:

1. Add 6x12 0/1 WWF to new concrete areas.
2. Provide Credit to delete Synthetic Fiber additive to new concrete areas.
3. Labor and Supervisor to install and inspect new WWF above.
4. CPR #2 & 3 from Scottmoore to provide and perform the above is in the amount of **ADD \$ 7,753.00** and **ADD 1 working day**.

In our professional opinion, we believe this to be a fair adjustment to the dollar amount and calendar days of construction time in the contract; therefore, we recommend acceptance of the CPR #1 from Scottmoore in the amount of **ADD \$ 7,753.00** and **ADD 1 working day**. See attachments for reference. Let us know if you would like to discuss this further, or if you have any questions.

Sincerely,



K. Vaughan Sollberger, Jr., Architect
kvs@kvsarchitecture.com



Attention: Vaughan S.

Date: 12/05/25

Project:

HARBOR GAZEBO IMPROVEMENTS

139 Jackson Avenue
Mandeville, LA 70448

The project consists of reconfiguring the pedestrian and traffic intersection at Lakeshore Drive and Jackson Avenue, including selective demolition, earthwork, new concrete roadway and sidewalks with curbing, stamped and stained concrete, tactile warning mats, striping, and signage. Work also includes gazebo maintenance with repairs and repainting, replacement of railings and benches, structural concrete slab repairs, electrical service upgrades with a new electrical closet, and additional signage.

Scope

Please see the proposal for: **Potential Change Order -2 &3**. It reflects all the information provided to Scottmoore as of December 05, 2025.

The scope of this change is inclusive of the items below (the Original CPR is attached):

At the Owner's request, this proposal is to provide and place 4,000-psi compressive strength concrete to substitute the required 3,000-psi compressive strength concrete for Area 1 roadway, sidewalk, curbs, and gutters scope of work. Additionally, this work includes furnishing and installing 6x12 0/1 WWF reinforcement in roadway pavement sections in place of synthetic fiber reinforcement.

Price Includes

1. Materials - 6x12 0/1 WWF
2. Materials - CREDIT - Synthetic Fibers
3. Labor - GC Field Support During High Early and Mesh Install/Inspection
4. Labor/Supervisor - Highway Mesh Install/Inspection

Time

This change will require an additional **1** working day to complete.

Proposed Fee

(See Attached Breakdown)

\$7,753.00

SEVEN THOUSAND SEVEN HUNDRED AND FIFTY-THREE

Thank you,
Oel Scott

Change Request
SUMMARY

Breakdown No.	<u>CPR# 2&3</u>
CO No.	<u>CPR# 2&3</u>
Reference (RFI, ASI, etc.)	<u>CPR# 2&3</u>
Date:	<u>12/5/2025</u>

Project No.	100.23.002
Project Name:	Mandeville Harbor Gazebo Improvements

Contractor Name: SCOTTMORE

Description of Work: Provide and place 4,000-psi compressive strength concrete to substitute the required 3,000-psi compressive strength concrete in Area 2 roadway, sidewalk, curbs and gutters scope of work. Additionally, this work includes furnishing and installing 6x12 in roadway pavement sections in place of synthetic fiber reinforcement.

Cost Breakdowns
(See attached.)

	A		C	
	Breakdown No.	Total Direct Cost	OH&P	Total A+(A X B)
Direct Work		\$ 260.00	15 %	\$299.00
M2M QAPITAL MANAGEMENT & DEVELOPMENT		\$ 7,099.00	5 %	\$7,454.00
			%	
			%	
			%	
			%	
			%	
			%	
Total Change Order Cost				\$7,753.00

Amount will be increased decreased unchanged by \$7,753.00
(Sum of Change Request Subtotal)

Days will be increased decreased unchanged by 1
(Attach supporting data such as meteorological reports)

Change Request
BREAKDOWN

Project No. (Circle One)	100.23.002	Breakdown No.	<u>CPR# 2&3</u>
Project Name:	Mandeville Harbor Gazebo Improvements		

SCOTTMORE

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet

1 GC Field Support During Mesh Install/Inspection
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

	Hourly Wage Rate	Hours	Total Cost
1	65.00	4	\$260.00
2			
3			
4			
5			
6			
7			
Add Labor Burden @		%	
LABOR TOTAL			\$260.00

B. Material

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

(Copies of invoices may be required.)

	Unit Price	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
Add Tax @		0 %		N/A
(Project is Tax Exempt)				
MATERIAL TOTAL				

C. Equipment

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

	Unit Rate	Unit	Units	Total Cost
1				
2				
3				
4				
5				
6				
7				
Add Tax @		0 %		N/A
(Project is Tax Exempt)				
EQUIPMENT TOTAL				

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

\$260.00

Change Request **BREAKDOWN**

Project No. (Circle One)	<u>100.23.002</u>	Breakdown No.	<u>CPR# 2&3</u>
Project Name:	<u>Mandeville Harbor Gazebo Improvements</u>		
		CO No.	<u>CPR# 2&3</u>
		Reference (RFI, ASI, etc.)	<u>12/5/2025</u>
		Date:	

SubContractor/Sub-Subcontractor Name: M2M QAPITAL MANAGEMENT & DEVELOPMENT

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet

1	Supervisor - Highway Mesh Install/Inspection [1 Persons][4hrs/day][1/2 day]	<input type="checkbox"/>	42.40	4	\$170.00
2	Laborer - Highway Mesh Install/Inspection [4 Persons][4hrs/day][1/2 day]	<input type="checkbox"/>	25.48	16	\$408.00
3		<input type="checkbox"/>			
4		<input type="checkbox"/>			
5		<input type="checkbox"/>			
6		<input type="checkbox"/>			
7		<input type="checkbox"/>			
		OH/P	15 %		\$87.00
LABOR TOTAL					\$665.00

B. Material

C. Equipment

S. Equipment	Unit Rate	Unit	Units		Total Cost
			OH/P	15 %	
1					
2					
3					
4					
5					
6					
7					

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

\$7,099.00

REVISED January 12, ~~2025~~ 2026 *BL...*

Buster Lyons, P.E., MBA
Senior Project Engineer
3500 US-190
Mandeville, LA 70471
blyons@deii.net

HARBOR GAZEBO IMPROVEMENTS
City of Mandeville Project # 100.23.002
139 Jackson Avenue
Mandeville, LA 70448

CHANGE PROPOSAL REQUEST #4 – UPGRADES FOR UTILITY TRENCHES AND GRATES

Dear Buster,

We requested the General Contractor, Scottmoore, provide us Change Proposal Request #4 for upgrades in the design, construction, and functional useability to the Utility Trenches and Grates. The following is a list of contract modifications to accommodate CPR #4:

1. [\$ 14,900.00] credit for Utility Trenches and Grates from Base Bid / Contract.
2. Provide and install all-aluminum utility trenches with operable grates for \$26,155.00.
3. Shop Drawing Submittals and Mockup units for inspection / verification.
4. Labor and Supervisor to install and inspect the above.
5. CPR 4 from Scottmoore to provide and perform the above is in the amount of **ADD \$ 11,255.00 and ADD 3 working days.**

In our professional opinion, we believe this to be a fair adjustment to the dollar amount and calendar days of construction time in the contract; therefore, we recommend acceptance of the CPR #4 from Scottmoore in the amount of **ADD \$ 11,255.00 and ADD 3 working days.** See attachments for reference. Let us know if you would like to discuss this further, or if you have any questions.

Sincerely,



K. Vaughan Sollberger, Jr., Architect
kvs@kvsarchitecture.com



Attention: Vaughan S.

Date: 12/30/25

Project:

HARBOR GAZEBO IMPROVEMENTS

139 Jackson Avenue
Mandeville, LA 70448

The project consists of reconfiguring the pedestrian and traffic intersection at Lakeshore Drive and Jackson Avenue, including selective demolition, earthwork, new concrete roadway and sidewalks with curbing, stamped and stained concrete, tactile warning mats, striping, and signage. Work also includes gazebo maintenance with repairs and repainting, replacement of railings and benches, structural concrete slab repairs, electrical service upgrades with a new electrical closet, and additional signage.

Scope

Please see the revised proposal for: **Potential Change Order -4**. It reflects all the information provided to Scottmoore as of December 30, 2025.

The scope of this change is inclusive of the items below:

At the Owner's request, this proposal is to provide mock-up modifications and construction changes to the utility trench drain boxes. The scope of work originally consisted of polymer boxes with associated expansion joints. The original design did not include a pull handle. During correspondence with the Owner, it was decided to move forward with an aluminum channel consisting of two (2) panel sections. The revised design includes two (2) stainless-steel pull handles at each location. The concrete base section of the channel will be supported by concrete epoxy and the wood base section of the channel will be braced onto existing wood joists. To allow us to construct the channel slope for drainage, the existing concrete will be sawcut to grade, following the placement of the new concrete epoxy at the necessary slope. The channel will be anchored onto the concrete epoxy within the land side section.

Price Includes

1. Fabrication Cost Breakdown
2. Installation Materials - Epoxy Concrete, Concrete Anchors, Treated Wood and Hardware
3. Lump Sum - CREDIT - Proposed Cost of Original Design
4. Labor - Channel Installer, Saw Cutter/Channel Installer and Superintendent

Time

This change will require an additional 3 working days to complete.

Proposed Fee

(See Attached Breakdown)

\$11,255.00

ELEVEN THOUSAND TWO HUNDRED AND FIFTY-FIVE

Thank you,
Oel Scott

Change Request
SUMMARY

Project No.	100.23.002	Breakdown No.	<u>CPR# 4</u>	
Project Name:	Mandeville Harbor Gazebo Improvements	CO No.	<u>CPR# 4</u>	
Contractor Name:	SCOTTMORE	Reference (RFI, ASI, etc.)	<u>12/30/2025</u>	
Description of Work:	The scope of work includes providing mock-up modifications assistance, fabrication and installation of the updated aluminum trench channels for Project Area 3. The updated design and installation includes two (2) pull handles at each channel location and a concrete epoxy base.			
Cost Breakdowns (See attached.)		A	B	
	Breakdown No.	Total Direct Cost	OH&P	
Direct Work		\$ 1,560.00	15 %	Total A+(A X B)
New Orleans Machine & Fabrication		\$ 9,010.00	5 %	\$1,794.00
			%	\$9,461.00
			%	
			%	
			%	
			%	
Total Change Order Cost				\$11,255.00

Amount will be <input checked="" type="checkbox"/> increased <input type="checkbox"/> decreased	<input type="checkbox"/> unchanged by	\$11,255.00
(Sum of Change Request Subtotal)		
Days will be <input checked="" type="checkbox"/> increased <input type="checkbox"/> decreased	<input type="checkbox"/> unchanged by	3
(Attach supporting data such as meteorological reports)		

Change Request
BREAKDOWN

Project No. (Circle One)	100.23.002	Breakdown CPR# 4	<u>CPR# 4</u>
CO No.			
Reference (R	CPR# 4		<u>CPR# 4</u>
Date:			<u>12/30/2025</u>

Project Name: Mandeville Harbor Gazebo Improvements

SCOTMOORE

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet

1 Mock-up Modifications and Coordination
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

	Hourly Wage Rate	Hours	Total Cost
<input type="checkbox"/>	65.00	24	\$1,560.00
<input type="checkbox"/>			
Add Labor Burden @		%	
LABOR TOTAL			\$1,560.00

B. Material

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

(Copies of invoices may be required.)

	Unit Price	Unit	Units	Total Cost
<input type="checkbox"/>				
Add Tax @		0 %		N/A
(Project is Tax Exempt)				
MATERIAL TOTAL				

C. Equipment

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

	Unit Rate	Unit	Units	Total Cost
<input type="checkbox"/>				
Add Tax @		0 %		N/A
(Project is Tax Exempt)				
EQUIPMENT TOTAL				

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

\$1,560.00

Change Request
BREAKDOWN

	Breakdown N(CPR# 4 CO No. Reference (RFI, CPR# 4 Date:	CPR# 4 <hr/> CPR# 4 <hr/> 12/30/2025
Project No. (Circle One) <u>100.23.002</u>		
Project Name: <u>Mandeville Harbor Gazebo Improvements</u>		

SubContractor/Sub-Subcontractor Name: New Orleans Machine & Fabrication

Direct Cost of Work :

A. Labor	Check here if explained on the Comment Sheet	↓	Hourly Wage Rate	Hours	Total Cost
1 Saw Cutter/Channel Installer [1 Person][8hrs/day][5/days]		<input type="checkbox"/>	85.00	40	\$3,400.00
2 Channel Installer [1 Person][8hrs/day][5 days]		<input type="checkbox"/>	85.00	40	\$3,400.00
3 Superintendent [1 Person][8hrs/day][5 days]		<input type="checkbox"/>	160.00	40	\$6,400.00
4		<input type="checkbox"/>			
5		<input type="checkbox"/>			
6		<input type="checkbox"/>			
7		<input type="checkbox"/>			
		OH/P		15 %	\$1,980.00
					LABOR TOTAL
					\$15,180.00

B. Material/Fabrication/Credit	Check here if explained on the Comment Sheet	↓	Unit Price	Unit	Units	Total Cost
1 Aluminum Channel		<input type="checkbox"/>	18.01	LF	77	\$1,387.00
2 Aluminum Diamond Plate Covers		<input type="checkbox"/>	13.09	LF	77	\$1,008.00
3 Heavy Duty Aluminum Piano Hinges		<input type="checkbox"/>	4.05	LF	44	\$178.00
4 Number of Specialty Operating Handles		<input type="checkbox"/>	40.45	EA	18	\$728.00
5 Fabrication		<input type="checkbox"/>	2,431.00	LS	1	\$2,431.00
6 Epoxy Concrete, Concrete Anchors, Treated Wood, Hardware		<input type="checkbox"/>	3,803.00	LS	1	\$3,803.00
7 Original Proposed Cost (Credit) (Includes Labor)		<input type="checkbox"/>	(14,900.00)	LS	1	-\$14,900.00
		OH/P		15 %	-\$805.00	
						MATERIAL TOTAL
						-\$6,170.00

C. Equipment	Check here if explained on the Comment Sheet	↓	Unit Rate	Unit	Units	Total Cost
1		<input type="checkbox"/>				
2		<input type="checkbox"/>				
3		<input type="checkbox"/>				
4		<input type="checkbox"/>				
5		<input type="checkbox"/>				
6		<input type="checkbox"/>				
7		<input type="checkbox"/>				
		OH/P		15 %		
						EQUIPMENT TOTAL
						\$9,010.00

TOTAL DIRECT COST FOR THIS BREAKDOWN:

(Sum A, B & C)

ESTIMATE

New Orleans Machine & Fab., Inc
368 Iris Ave
Jefferson, LA 70121

metalfab@nomachineandfab.com
+1 (504) 756-6600
neworleansmachine.com



Bill to
OEL
HARBOR GAZBO

Ship to
OEL
HARBOR GAZBO

Estimate details

Estimate no.: 1100
Estimate date: 12/24/2025
Expiration date: 01/24/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	12/24/2025	Fabrication Work	Aluminum Channel, Aluminum Diamond Plate Covers, Heavy Duty Aluminum Piano Hinges, Specialty Handles, Fabrication	1	\$5,732.00	\$5,732.00
2.	12/24/2025	Services	Installation of Channels. One Saw Cutter/Installer, One Installer and One Superintendent	1	\$13,200.00	\$13,200.00
3.	12/24/2025	Materials	Epoxy Concrete, Concrete Anchors, Treated Wood, Hardware	1	\$3,803.00	\$3,803.00

Subtotal	\$22,735.00
Sales tax	\$2,216.66
Total	\$24,951.68

Expiry date	01/24/2026
-------------	------------

Accepted date

Accepted by

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE For use of this form, see ER 415-1-10; the proponent agency is CECW-CE.				DATE		TRANSMITTAL NO.			
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (<i>This section will be initiated by the contractor</i>)									
TO:		FROM: SCOTMOORE 10001 LAKE FOREST BLVD NEW ORLEANS, LA 70127		CONTRACT NO.			CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____		
SPECIFICATION SEC. NO. (Cover only one section with each transmittal)			PROJECT TITLE AND LOCATION			THIS TRANSMITTAL IS FOR: (Check one) <input type="checkbox"/> FIO <input type="checkbox"/> GA <input type="checkbox"/> DA <input type="checkbox"/> CR <input type="checkbox"/> DA/CR <input type="checkbox"/> DA/GA			
ITEM NO. (See Note 3)	DESCRIPTION OF SUBMITTAL ITEM (Type size, model number/etc.)	SUBMITTAL TYPE CODE (See Note 8)	NO. OF COPIES	CONTRACT DOCUMENT REFERENCE		CONTRACTOR REVIEW CODE	VARIATION Enter "Y" if requesting a variation (See Note 6)	USACE ACTION CODE (Note 9)	
				SPEC. PARA. NO.	DRAWING SHEET NO.				e.
a.	b.	c.	d.						
REMARKS				I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.					
NAME OF CONTRACTOR						SIGNATURE OF CONTRACTOR			
SECTION II - APPROVAL ACTION									
ENCLOSURES RETURNED (List by item No.)		NAME AND TITLE OF APPROVING AUTHORITY				SIGNATURE OF APPROVING AUTHORITY		DATE	

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each Transmittal shall be numbered consecutively. The Transmittal Number typically includes two parts separated by a dash (-). The first part is the specification section number. The second part is a sequential number for the submittals under that spec section. If the Transmittal is a resubmittal, then add a decimal point to the end of the original Transmittal Number and begin numbering the resubmittal packages sequentially after the decimal.
3. The "Item No." for each entry on this form will be the same "Item No." as indicated on ENG FORM 4288-R.
4. Submittals requiring expeditious handling will be submitted on a separate ENG Form 4025-R.
5. Items transmitted on each transmittal form will be from the same specification section. Do not combine submittal information from different specification sections in a single transmittal.
6. If the data submitted are intentionally in variance with the contract requirements, indicate a variation in column h, and enter a statement in the Remarks block describing the detailed reason for the variation.
7. ENG Form 4025-R is self-transmitting - a letter of transmittal is not required.
8. When submittal items are transmitted, indicate the "Submittal Type" (SD-01 through SD-11) in column c of Section I.
Submittal types are the following:

SD-01 - Preconstruction	SD-02 - Shop Drawings	SD-03 - Product Data	SD-04 - Samples	SD-05 - Design Data	SD-06 - Test Reports
SD-07 - Certificates	SD-08 - Manufacturer's Instructions	SD-09 - Manufacturer's Field Reports	SD-10 - O&M Data	SD-11 - Closeout	
9. For each submittal item, the Contractor will assign Submittal Action Codes in column g of Section I. The U.S. Army Corps of Engineers approving authority will assign Submittal Action Codes in column i of Section I. The Submittal Action Codes are:

A -- Approved as submitted.	F -- Receipt acknowledged.
B -- Approved, except as noted on drawings. Resubmission not required.	X -- Receipt acknowledged, does not comply with contract requirements, as noted.
C -- Approved, except as noted on drawings. Refer to attached comments. Resubmission required.	G -- Other action required (Specify)
D -- Will be returned by separate correspondence.	K -- Government concurs with intermediate design. (For D-B contracts)
E -- Disapproved. Refer to attached comments.	R -- Design submittal is acceptable for release for construction. (For D-B contracts)
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract.



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

HARBOR GAZEBO IMPROVEMENTS

City of Mandeville Project # 100.23.002
139 Jackson Avenue
Mandeville, LA 70448

SUBMITTAL REVIEW

To:	Oel Scott	From:	Vaughan Sollberger
Company:	Scottmoore	Date:	September 19, 2025
Address:	100001 Lake Forest Blvd New Orleans, LA 70127	Project:	Harbor Gazebo Improvements
Phone:	504-5169-9614	RE:	334416 – Utility Trench Drains
Email:	Oel@sco-mo.com	Architect Project #:	22026

✓ indicates Submittal Response:

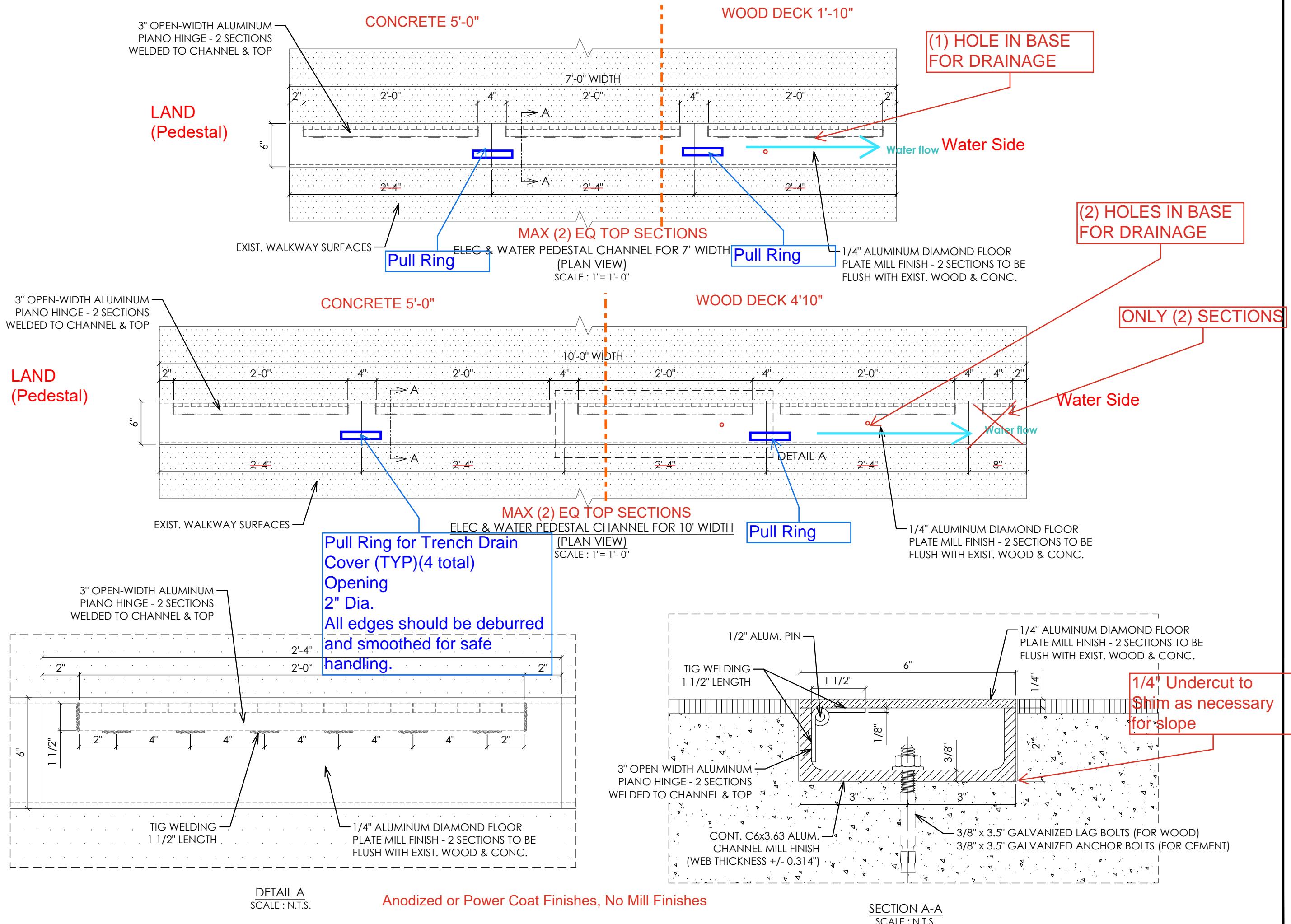
Reviewed, No Exceptions ✓ Reviewed, Exceptions Noted Revise & Resubmit Rejected

Notes:

1. Please provide samples of the Trench Drain Channel and Grate in order for architect and engineer to study mockups at the north and south sides of the gazebo in different field conditions.
2. Clear unobstructed area inside Trench Drain Channel for utility line clearances is 3 ½" x 3 ½" minimum.

Signed: K. Vaughan Sollberger, Jr., Architect

Reviewed only for general conformance with the project requirements indicated in the Contract Documents and for consistency with the project design concept. This review does not relieve the Contractor from responsibility, for errors or omissions in the designs in which the Contractor is responsible, for compliance with all requirements of the Contract Documents, and for the safe and successful construction of the work. This review does not consider the means, methods, techniques, sequences, and operations of construction, or safety precautions or programs incidental thereto, which are the sole responsibility of the General Contractor.





www.kvsarchitects.com





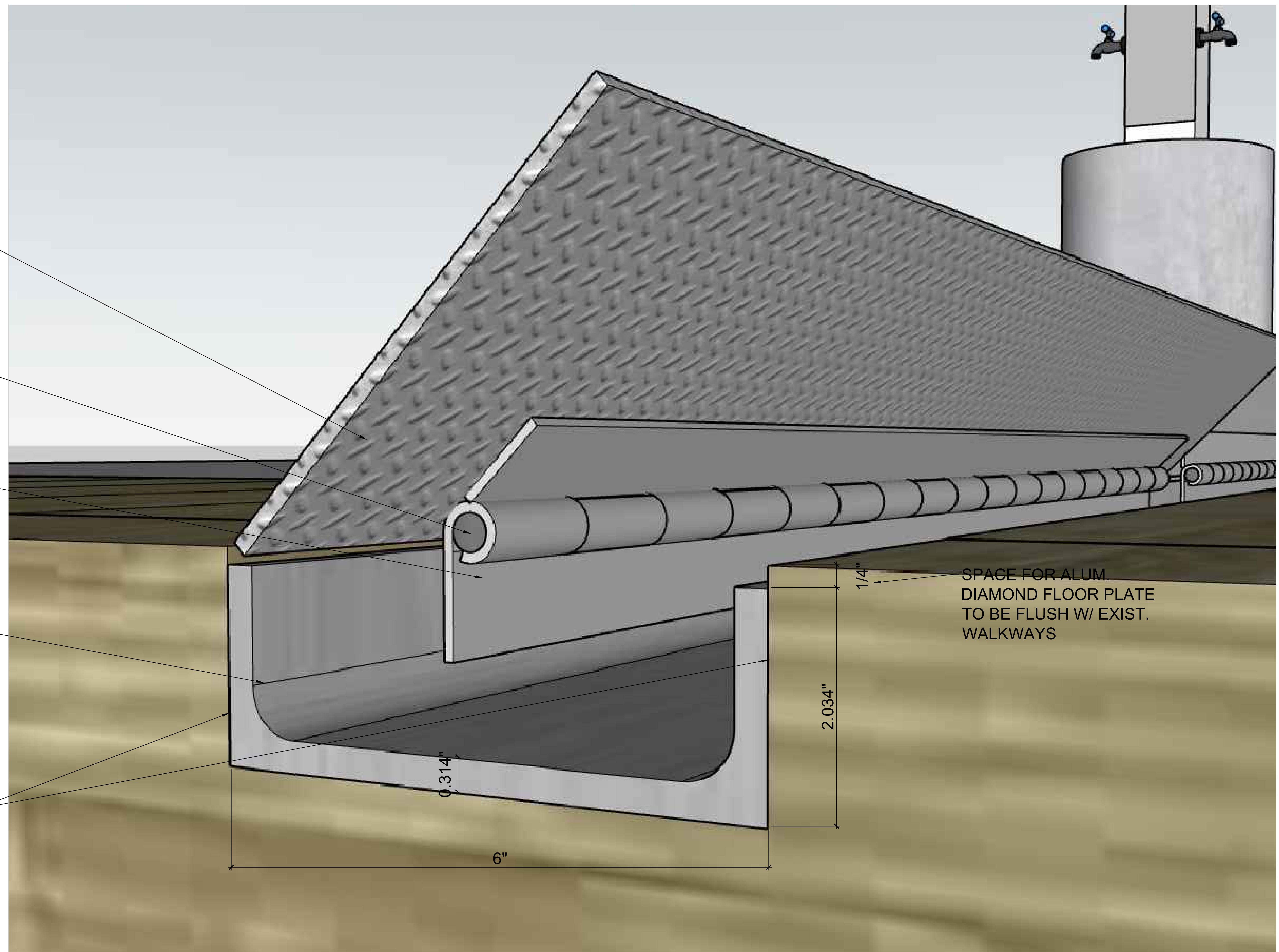
1/4" ALUM.
DIAMOND
FLOOR PLATE
MILL FINISH- 2
SECTIONS-
TO BE FLUSH
WITH EXIST.
WOOD AND
CONC.

1/2" ALUM.
PIN

3" OPEN WIDTH
ALUM.PIANO
HINGE- 2
SECTIONS-
WELDED TO
CHANNEL &
TOP

CONT. C 6 x
3.63 ALUM.
CHANNEL MILL
FINISH(WEB
THICKNESS +/-
0.314")

SAW CUT AT
CONC. & WOOD
WALKWAYS
FULL DEPTH TO
PROVIDE
TRENCH DRAIN
TOP FLUSH W/
EXIST.
WALKWAY
SURFACES



1 ELEC & WATER PEDESTAL CHANNEL
N.T.S.

HARBOR GAZEBO IMPROVEMENTS
ELEC. & WATER PEDESTAL CHANNEL
139 JACKSON AVENUE MANDEVILLE, LA 70448

REVISIONS:

DATE: 10.7.25

PROJECT No: 22026

DRAWING:

A1.0

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

2022 Striping Maintenance

SECTION 00625
Certificate of Substantial Completion

Project: 2022 Striping Maintenance Contract

Owner: City of Mandeville

Owner's Project No.: 700.22.002

Contractor: Pavement Markings, LLC

Engineer's Project No.: 576-2003.04

This definitive Certificate of Substantial Completion applies to:

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

Task Order 5

January 26, 2026

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:

N/A

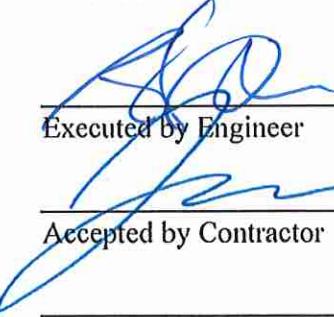
Contractor's Amended Responsibilities:

N/A

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

N/A

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

1/29/2020
Date


Accepted by Contractor

1/29/2020
Date


Accepted by Owner

Date

Punch List:

All Punch List items pertaining to Task Order 5 were completed throughout the task order.



DIGITAL ENGINEERING & IMAGING, INC.

January 26, 2026

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

Re: 2022 Striping Maintenance Contract
City Project No. 700.22.002
Task Order #5 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order No. 5 for the 2022 Striping Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

Buster Lyons...

Buster Lyons
Project Manager

Enclosure: Pavement Markings, LLC - Certificate of Substantial Completion Task Order No. 5

Sunset Point

SECTION 00625
Certificate of Substantial Completion

Project: Sunset Point Fishing Pier Demolition Project

Owner: City of Mandeville	Owner Contract No.: 100.25.002-D
Contractor: CurranCo, LLC	Engineer Project No.: 2418D

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

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

January 30, 2026

Date of Substantial Completion

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

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

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

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

Sunset Point Fishing Pier - 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.

1/30/2026

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

PRINCIPAL *Engineering, Inc.*

128 Northpark Blvd
Covington, Louisiana 70433
Office (985) 624-5001

Date: January 30, 2026
Time: 10:00 AM
Location: Sunset Point,
Mandeville, LA 70471
Project: Sunset Point Fishing Pier Demolition
Project No.: 100.25.002-D

NTP – 12/15/25; Sub Completion – 1/30/2026

Contractor – CurranCo, LLC

Substantial Completion Walk Through:

Punch List:

1. Move large broken concrete pieces 10' away from East side of concrete (dog bone). (\$3,000)
2. Spread out concrete pieces on east side. (\$2,000)
3. Remove rebar and debris from construction area. (\$5,000)

Res 26-02

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

RESOLUTION NO. 26-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE
AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANDEVILLE AND KYLE ASSOCIATES, LLC FOR THE
HWY 22 DRAINAGE PROJECT AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Kyle Associates, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Hwy 22 Drainage Project, which has been in effect since August 20, 2021; and

WHEREAS, during the course of the project, additional surveying services were added to the original scope of work which included; identifying the boundaries of “The Green Fund” and other land parcels adjacent to and between Lover’s Lane and North Causeway Approach, and the Consultant’s adjusted fee schedule for the services under the Agreement will increase from \$1,279,255.00 to \$1,287,472.00 with these additions; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year from the Amendment No.2 extension, bringing the date to August 20, 2027, for the Consultant to continue services of the Agreement for the LA 22 Drainage Improvements Project; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute Amendment No.3 to the Professional Services Agreement with Kyle Associates, LLC to continue providing the services of the Agreement of the Hwy 22 Drainage Project.

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 February, 2026.

Alicia Watts
Clerk of Council

Jason Zuckerman
Council Chairman

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
KYLE ASSOCIATES, LLC**

**LA 22 DRAINAGE
IMPROVEMENTS PROJECT
CITY OF MANDEVILLE PROJ. NO. 700.21.004**

THIS THIRD 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 James E. Powell, Jr., P.E., Principal, (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 August 20, 2021 (the “**Agreement**”) to provide professional engineering design services for a project improving drainage along LA 22 as specified by the Department of Public Works;

WHEREAS, after Consultant submitted the initial H&H study to LADOTD in May of 2022, comments were not received back to the City until October 2022. LADOTD requested additional hydraulic analysis be conducted on Bayou Chinchuba to further show the effects on the water surface elevation from diverting storm water from Bayou Tete L’Ours to Bayou Chinchuba. Consultant completed additional H&H modeling and analysis in December of 2022 and forwarded results to LADOTD in January of 2023. Consultant received approval from LADOTD in April 2023 to proceed with the project design. Additionally, Consultant recommended that geotechnical investigative work be performed during the preliminary plan phase to ensure the potential road crossing for the drainage improvements is properly designed as well as the pipe bedding for the larger culverts is properly detailed.

WHEREAS, Amendment No. 1 with an effective date of September 1, 2023 modified the Consultant’s professional services fee to compensate the Consultant for the additional scope services beyond the original scope of work and to provide the additional topographical surveying, additional H&H modeling & analysis, and geotechnical investigation.

WHEREAS, Amendment No. 1 further extended the Consultant’s contract time two (2)

additional years from the original contract expiration date of August 20, 2023 to a new date of August 20, 2025 due to delays to the Consultant as a result of LADOTD request for additional work beyond original scope and to provide the additional topographical surveying, additional H&H modeling & analysis, and geotechnical investigation.

WHEREAS, Amendment No. 2 with an effective date of July 29, 2025 amended the Consultants latest contract expiration date (8/20/2025) one (1) additional year to August 20, 2026.

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue providing construction administration, resident inspection and construction administration services of the Agreement for the LA 22 Drainage Improvements Project;

WHEREAS, the City and the Consultant now desire to also further amend the Agreement to adjust the Consultant's Basic Services compensation for additional surveying services performed to identify the boundaries of "The Green Fund" and other land parcels adjacent to and between Lover's Lane and the North Causeway Approach for the LA 22 Drainage Improvements Project;

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

A. SERVICES: The following survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, & verification services (if requested) are added to the Consultant Scope of Work for the **LA 22 Drainage Improvements Project:**

1. None.

B. COMPENSATION:

1. **Fees Adjusted for LA 22 Drainage Improvements Project.**

The Consultant's fee for **Phase I Survey** services is adjusted for the additional surveying services performed as per **Attachment A**. Below is a summary of the Consultant's adjusted fee schedule for the services under the Agreement:

Phase			Current Fee (Amendment No. 2)	Amended Fee (Amendment No. 3)	Total Fee
I	Survey (as needed)	NTE	\$168,500.00	\$8,217.00	\$176,717.00
II	H&H Study	Lump Sum	\$110,375.00	-	\$110,375.00
III	Preliminary Design	Lump Sum	\$293,100.00	-	\$293,100.00
IV(a)	Final Design	Lump Sum	\$188,400.00	-	\$188,400.00
IV(b)	Bid & Award	Lump Sum			
	Phase (i)		\$15,000.00	-	\$15,000.00
	Phase (ii)		\$20,000.00	-	\$20,000.00
V(a) & V(b)	Construction Administration & Closeout	Lump Sum			
	Phase (i)		\$75,500.00	-	\$75,500.00
	Phase (ii)		\$100,500.00	-	\$100,500.00
V(c)	Inspection, Reporting, & Verification	Hourly, NTE			
	Phase (i)		\$141,440.00	-	\$141,440.00
	Phase (ii)		\$141,440.00	-	\$141,440.00
	Permitting	Hourly, NTE	\$25,000.00	-	\$25,000.00
Total			\$1,279,255.00	\$8,217.00	\$1,287,472.00

2. *Maximum Amount.* The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$8,217.00** for a not to exceed amount of **\$1,287,472.00**. 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 year from the end of the amended contract date August 20, 2026 to a new date of August 20, 2027 for the Consultant to continue providing Construction Administration & Closeout, and Inspection, Reporting, & Verification services as needed.

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 _____, 2026.

KYLE ASSOCIATES, LLC

BY: _____
JAMES E. POWELL, JR., P.E., PRINCIPAL

CORPORATE TAX I.D. _____

ATTACHMENT A

Consultant's Contract Amendment Request
dated January 19, 2026

Res 26-03

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

RESOLUTION NO. 26-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
ACCEPTING THE BID FOR OLD MANDEVILLE WATERLINES PROJECT AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT
LOW BIDDER, M&J CIVIL CONSTRUCTION, LLC., AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Mandeville advertised for bids for the Old Mandeville Waterlines project; and

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

WHEREAS, Richard C. Lambert Consultants, LLC. has reviewed the bids on the above referenced project, the lowest bid of the responsive bids was M&J Civil Construction., LLC. Based upon the Revised Statutes under which the City operates, Richard C. Lambert Consultants, LLC. recommends awarding the contract to M&J Civil Construction., LLC; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the 12th day of February 2026 acting pursuant to the recommendation of the Project's consulting professional, with the apparent low total bid amount of \$1,358,709.00 be accepted from M&J Civil Construction., LLC.; and

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this _____ day of February, 2026.

Alicia Watts
Council Clerk

Jason Zuckerman
Council Chairman

January 16, 2026

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



Re: OLD MANDEVILLE WATERLINES
Recommendation of Award
City Project No.: 211.25.001

Dear Mrs. Chadwick:

On Wednesday, January 14, 2026, ten (10) bids for the above referenced project were received and read aloud in the Council Chambers. The following are the tabulated bids in an ascending order based on the corrected total base bid prices for the ten (10) bids received.

<u>Contractor</u>	<u>Total Base Bid</u>
M&J Civil Construction, LLC	\$1,358,709.00 ⁽¹⁾
Subterranean Construction, LLC	\$1,399,812.80
Command Construction, LLC	\$1,474,307.80
KVC, LLC	\$1,591,771.90
NCMC, LLC	\$1,597,000.00
Triumph Construction, LLC	\$1,808,228.20 ⁽²⁾
Barriere Construction Co., LLC	\$1,893,277.00
Wallace C. Drennan, Inc	\$1,966,378.20
Southern Underground of Louisiana, LLC	\$1,990,453.50
McDonald Construction Inc. of Slidell	\$2,402,021.96

(1) M&J Civil Construction, LLC is the apparent low bidder.

(2) The Triumph Construction, LLC bid had a mathematical error for bid item no. 31. Based on the unit bid price and the bid quantity, the extended price for item no. 31 should be \$17,200; therefore, the actual corrected total bid amount was determined to be \$1,808,228.20.

Based upon the above list of represented bidders, the apparent lowest responsive and responsible bidder for this project was M&J Civil Construction, LLC who is a qualified licensed contractor (LA License #73986) according to the Louisiana State Licensing Board. We have reviewed the bid documents for M&J Civil Construction, LLC and found them to be complete. Richard C. Lambert Consultants, LLC. recommends the City accept the M&J Civil Construction, LLC bid and award them the project in the amount of \$1,358,709.00, which is approximately 26% under the engineer's estimate.

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

Sincerely,

Richard C. Lambert Consultants, LLC

A handwritten signature in blue ink, appearing to read 'Eric Kocken'.

Eric Kocken, P.E.,
Design Engineer

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



EXTENDED BID TABULATION

OLD MANDEVILLE WATERLINES PROJECT NO. 211.25.001

BID OPENING DATE: 11:00A.M. WEDNESDAY, JANUARY 14, 2026



Item No.	Description	Unit	Quantity	ENGINEER'S ESTIMATE		MCDONALD CONSTRUCTION, INC		KVC LLC		BARRIERE CONSTRUCTION		WALLACE C. DRENNAN INC		SOUTHERN UNDERGROUND OF LA, LLC		TRIUMPH CONSTRUCTION, LLC		COMMAND CONSTRUCTION, LLC		SUBTERRANEAN CONSTRUCTION, LLC		M&J CIVIL CONSTRUCTION, LLC		NCMC		
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	
1	WATER MAIN TIE-IN TO EXISTING 4"-6" WATER MAIN	EACH	5	\$3,000.00	\$15,000.00	\$15,500.00	\$77,500.00	\$2,496.00	\$12,480.00	\$3,600.00	\$18,000.00	\$7,500.00	\$37,500.00	\$3,920.00	\$19,600.00	\$2,546.00	\$12,730.00	\$10,000.00	\$50,000.00	\$4,800.00	\$24,000.00	\$4,528.00	\$22,640.00	\$3,600.00	\$18,000.00	
2	WATER MAIN TIE-IN TO EXISTING 6"-10" WATER MAIN	EACH	5	\$4,500.00	\$22,500.00	\$16,000.00	\$80,000.00	\$3,630.00	\$18,150.00	\$4,460.00	\$22,300.00	\$7,500.00	\$37,500.00	\$4,875.00	\$24,375.00	\$2,716.00	\$13,380.00	\$10,000.00	\$50,000.00	\$5,000.00	\$25,000.00	\$4,666.00	\$23,430.00	\$3,600.00	\$18,000.00	
3	WATER MAIN TIE-IN TO EXISTING 12"-14" WATER MAIN	EACH	1	\$7,500.00	\$7,500.00	\$25,000.00	\$9,167.00	\$6,180.00	\$7,500.00	\$9,520.00	\$6,020.00	\$10,000.00	\$6,800.00	\$7,001.00	\$7,001.00	\$3,600.00	\$6,800.00	\$7,001.00	\$7,001.00	\$3,600.00	\$6,800.00	\$7,001.00	\$7,001.00	\$3,600.00	\$6,800.00	
4	8" PVC C900 DR-18 WATER MAIN (OPEN CUT)	LIN. FT.	340	\$125.00	\$42,500.00	\$78.00	\$26,520.00	\$54.00	\$18,360.00	\$200.00	\$68,000.00	\$250.00	\$106.00	\$36,040.00	\$61.00	\$20,740.00	\$110.00	\$37,400.00	\$89.00	\$30,260.00	\$44.00	\$14,960.00	\$42.00	\$14,280.00	\$42.00	\$14,280.00
5	8" PVC C900 DR-18 (RJIB) WATER MAIN (DIRECTIONAL DRILL)	LIN. FT.	3,510	\$150.00	\$526,500.00	\$192.00	\$673,920.00	\$93.00	\$326,430.00	\$150.00	\$526,500.00	\$90.00	\$315,900.00	\$85.00	\$298,350.00	\$124.00	\$435,240.00	\$90.00	\$315,900.00	\$110.00	\$386,100.00	\$74.00	\$259,740.00	\$70.00	\$245,700.00	
6	10" HDPE DR-11 WATER MAIN (DIRECTIONAL DRILL)	LIN. FT.	500	\$160.00	\$80,000.00	\$198.00	\$99,000.00	\$93.00	\$46,500.00	\$190.00	\$95,000.00	\$100.00	\$50,000.00	\$80.00	\$40,000.00	\$126.00	\$63,000.00	\$110.00	\$55,000.00	\$112.00	\$56,000.00	\$76.00	\$38,000.00	\$76.00	\$38,000.00	
7	FIRE HYDRANT, WITH GATE VALVE, LEAD LINE, AND VALVE BOX	EACH	7	\$13,000.00	\$91,000.00	\$10,500.00	\$73,500.00	\$7,212.00	\$50,484.00	\$7,470.00	\$52,290.00	\$15,000.00	\$105,000.00	\$12,270.00	\$85,890.00	\$6,475.00	\$45,325.00	\$10,000.00	\$70,000.00	\$9,890.00	\$69,230.00	\$6,343.00	\$44,401.00	\$5,900.00	\$41,300.00	
8	8" GATE VALVE WITH VALVE BOX AND CONC. PAD	EACH	12	\$5,500.00	\$66,000.00	\$3,200.00	\$38,400.00	\$3,773.00	\$45,276.00	\$2,560.00	\$30,720.00	\$5,000.00	\$60,000.00	\$6,280.00	\$75,360.00	\$3,323.00	\$39,876.00	\$3,000.00	\$36,000.00	\$3,200.00	\$38,400.00	\$2,875.00	\$34,500.00	\$2,600.00	\$31,200.00	
9	4" INSERTION VALVE WITH VALVE BOX AND CONC. PAD	EACH	1	\$5,000.00	\$5,000.00	\$9,900.00	\$9,900.00	\$12,333.00	\$12,333.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,115.00	\$9,840.00	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00	\$10,365.00	\$10,365.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
10	6"-8" INSERTION VALVE WITH VALVE BOX AND CONC. PAD	EACH	8	\$12,500.00	\$100,000.00	\$12,000.00	\$96,000.00	\$15,911.00	\$127,288.00	\$16,500.00	\$132,000.00	\$17,000.00	\$136,000.00	\$19,855.00	\$158,840.00	\$11,175.00	\$89,400.00	\$10,000.00	\$80,000.00	\$13,740.00	\$109,920.00	\$10,982.00	\$87,856.00	\$14,000.00	\$112,000.00	
11	10"-12" INSERTION VALVE WITH VALVE BOX AND CONC. PAD	EACH	3	\$20,000.00	\$60,000.00	\$22,000.00	\$66,000.00	\$27,718.00	\$83,154.00	\$23,800.00	\$71,400.00	\$20,000.00	\$60,000.00	\$35,300.00	\$105,900.00	\$21,337.00	\$64,011.00	\$12,500.00	\$37,500.00	\$33,000.00	\$99,000.00	\$19,319.00	\$57,957.00	\$30,000.00	\$90,000.00	
12	14"-16" INSERTION VALVE WITH VALVE BOX AND CONC. PAD	EACH	1	\$25,000.00	\$25,000.00	\$60,000.00	\$60,000.00	\$60,554.00	\$58,000.00	\$55,000.00	\$74,320.00	\$55,000.00	\$74,320.00	\$54,530.00	\$40,000.00	\$48,400.00	\$48,400.00	\$48,400.00	\$48,400.00	\$48,725.00	\$52,000.00	\$52,000.00	\$52,000.00	\$52,000.00		
13	4"X4" TAPPING SLEEVE AND VALVE ASSEMBLY	EACH	1	\$3,000.00	\$3,000.00	\$5,250.00	\$5,250.00	\$5,491.00	\$4,090.00	\$14,000.00	\$6,700.00	\$6,700.00	\$5,370.00	\$5,370.00	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00	\$3,194.00	\$6,800.00	\$6,800.00	\$6,800.00		
14	8"X8" TAPPING SLEEVE AND VALVE ASSEMBLY	EACH	1	\$7,500.00	\$7,500.00	\$8,200.00	\$8,200.00	\$8,436.00	\$6,490.00	\$13,000.00	\$9,370.00	\$9,370.00	\$8,080.00	\$8,080.00	\$5,000.00	\$5,000.00	\$6,990.00	\$6,990.00	\$4,930.00	\$4,930.00	\$8,700.00	\$8,700.00	\$8,700.00	\$8,700.00		
15	12"X6" TAPPING SLEEVE AND VALVE ASSEMBLY	EACH	2	\$7,500.00	\$15,000.00	\$9,550.00	\$19,100.00	\$5,326.00	\$10,652.00	\$6,630.00	\$13,260.00	\$12,000.00	\$24,000.00	\$7,970.00	\$15,940.00	\$6,715.00	\$13,430.00	\$7,500.00	\$15,000.00	\$6,200.00	\$12,400.00	\$3,903.00	\$7,806.00	\$7,800.00	\$15,600.00	
16	16"X8" TAPPING SLEEVE AND VALVE ASSEMBLY	EACH	1	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$7,914.00	\$7,914.00	\$7,590.00	\$14,000.00	\$11,050.00	\$11,050.00	\$9,090.00	\$9,090.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$6,195.00	\$6,195.00	\$9,800.00	\$9,800.00	\$9,800.00	\$9,800.00	
17	TRAFFIC RATED WATER VALVE BOX	EACH	8	\$1,000.00	\$8,000.00	\$924.00	\$7,392.00	\$3,823.00	\$30,584.00	\$6,520.00	\$750.00	\$6,000.00	\$26,000.00	\$18,080.00	\$1,139.00	\$9,112.00	\$100.00	\$8,000.00	\$165.00	\$1,320.00	\$1,320.00	\$2,256.00	\$2,256.00	\$2,320.00	\$2,320.00	
18	8" DUCTILE IRON WATERLINE	LIN. FT.	60.0	\$200.00	\$12,000.00	\$90.00	\$5,400.00	\$125.00	\$7,500.00	\$470.00	\$28,200.00	\$388.00	\$23,280.00	\$330.00	\$19,800.00	\$101.00	\$6,060.00	\$200.00	\$12,000.00	\$144.00	\$8,640.00	\$92.00	\$5,520.00	\$87.00	\$5,220.00	
19	WATERLINE DISINFECTION	LUMP SUM	1	\$15,000.00	\$15,000.00	\$25,000.00	\$5,998.00	\$21,700.00	\$21,700.00	\$10,000.00	\$14,395.00	\$2,310.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$6,800.00	\$26,478.00	\$26,478.00	\$16,000.00	\$16,000.00					

SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between City of Mandeville (“Owner” or “City”) and M&J Civil Construction, LLC (“Contractor”)

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work of this Contract consists of Installation of waterline by open cut and directional drill, transfer of water services, and required pavement removal and replacement necessary for waterline and appurtenances installation, all in accordance with the drawings and contract documents.

ARTICLE 2 – THE PROJECT

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

Old Mandeville Waterlines
City Project No. 211.25.001
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **Two Hundred and Fifty (250)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within **Two Hundred and Eighty (280)** calendar days after

the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds not to exceed the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit prices (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed to complete the project in accordance with the Contract Documents up to the original contract sum of **\$ 1,358,709.00**.
- B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No minimum contract value is guaranteed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated in Paragraphs 6.02.A.1.a. & 6.02.A.1.b. below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 or 95 percent of Work completed (with the balance being retainage based on the percentage indicated Paragraph 6.02.A.1.c below).
 - b. 90 or 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage based on the percentage indicated Paragraph 6.02.A.1.c below).
 - c. Retainage: 10% Task Orders \$0 - \$499,999
5% Task Orders \$500,000 and over

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed as applicable, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-9).
 - 2. Performance bond (pages 00610-1 to 00610-2).
 - 3. Payment bond (pages 00610-3 to 00610-5).
 - 4. General Conditions (pages 00700-1 to 00700-60).
 - 5. Supplementary Conditions (pages 00800-1 to 00800-14).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 55 sheets with each sheet bearing the following general title: Old Mandeville Waterlines.
 - 8. Addenda Nos. 1 through 5.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

10.06 *Suspension of Work and Agreement Termination*

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

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

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

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

10.10 Taxes and Licenses

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

10.11 Entire Agreement

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

10.12 Independent Contractor

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

10.13 Non-waiver of Agreement Rights

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

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

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

OWNER:

City of Mandeville

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

Richard C. Lambert Consultants, LLC

900 W. Causeway Approach

Mandeville, LA 70471

CONTRACTOR

M&J Civil Construction, LLC

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

M&J Civil Construction, LLC

303 Shady Oak Lane

Mandeville, LA 70471

License No.: 73986

Ord 25-31

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

ORDINANCE NO. 25-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE REVOKING THE DEDICATION OF A PORTION OF HAROLD STREET BETWEEN ALBERT AND COLBERT STREETS IN ACCORDANCE WITH THE LEGAL DESCRIPTION AND SURVEY PREPARED BY KELLY J. MCHUGH & ASSOC., INC. DATED OCTOBER 27, 2025; DECLARING THAT PORTION OF STREET AS SURPLUS AND NO LONGER NEEDED FOR CITY USE; DISPOSING THAT PORTION OF STREET AT PRIVATE SALE; AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR OTHER MATERS IN CONNECTION THEREWITH

WHEREAS, there presently exists a dedicated but unimproved portion of Harold Street located within Square 85A, City of Mandeville, Section 51, Township 8, Range 11E, St. Tammany Parish, Louisiana; and

WHEREAS, the owners of 527 Albert Street, Linda and Richard James, have requested that the City of Mandeville revoke and sell that portion of Harold Street, between Square 85A and 85B, and

WHEREAS, the unimproved portion of the Harold Street right-of-way as shown on the survey prepared by Kelly McHugh & Assoc., Inc. adjacent to the residence at 527 Albert Street and

WHEREAS, the City of Mandeville has held this property for over ten (10) years and has no present plans to open or improve the said portion of Harold Street; and

WHEREAS, the said property is not needed for public purposes and should be declared surplus by the City of Mandeville; and

WHEREAS, pursuant to and in accordance with La. R.S. 48:725(D)(2), the City of Mandeville is desirous of selling said property at private sale for not less than the value established by an expert appraiser, attached here as Exhibit A; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Mandeville, that there be revoked as not needed for public purposes the portion of Harold Street between Albert and Colbert Streets in accordance with the legal description and survey prepared by Kelly McHugh and Associates dated 10/27/2025, attached hereto as Exhibit B; and

NOW, BE IT FURTHER ORDAINED by the City Council of the City of Mandeville that the property described in Exhibit A is hereby declared surplus and the Mayor of the City of

Mandeville is authorized and empowered to dispose of said property in accordance with La. R.S. 48:725(D)(2), by private sale for not less than the value established by an expert appraiser, plus reasonable closing costs associated with said transaction. Said conveyance shall be free and clear of all mortgages, judgments, liens, or other encumbrances, including payment of pro-rata taxes, and shall exclude mineral rights and shall be sold in "as is" condition.

BE IT FURTHER ORDAINED that the sale of the above described property shall be limited to Linda and Richard James, the owners of property contiguous to the subject property; and

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

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

AYES:

NAY:

ABSTENTIONS:

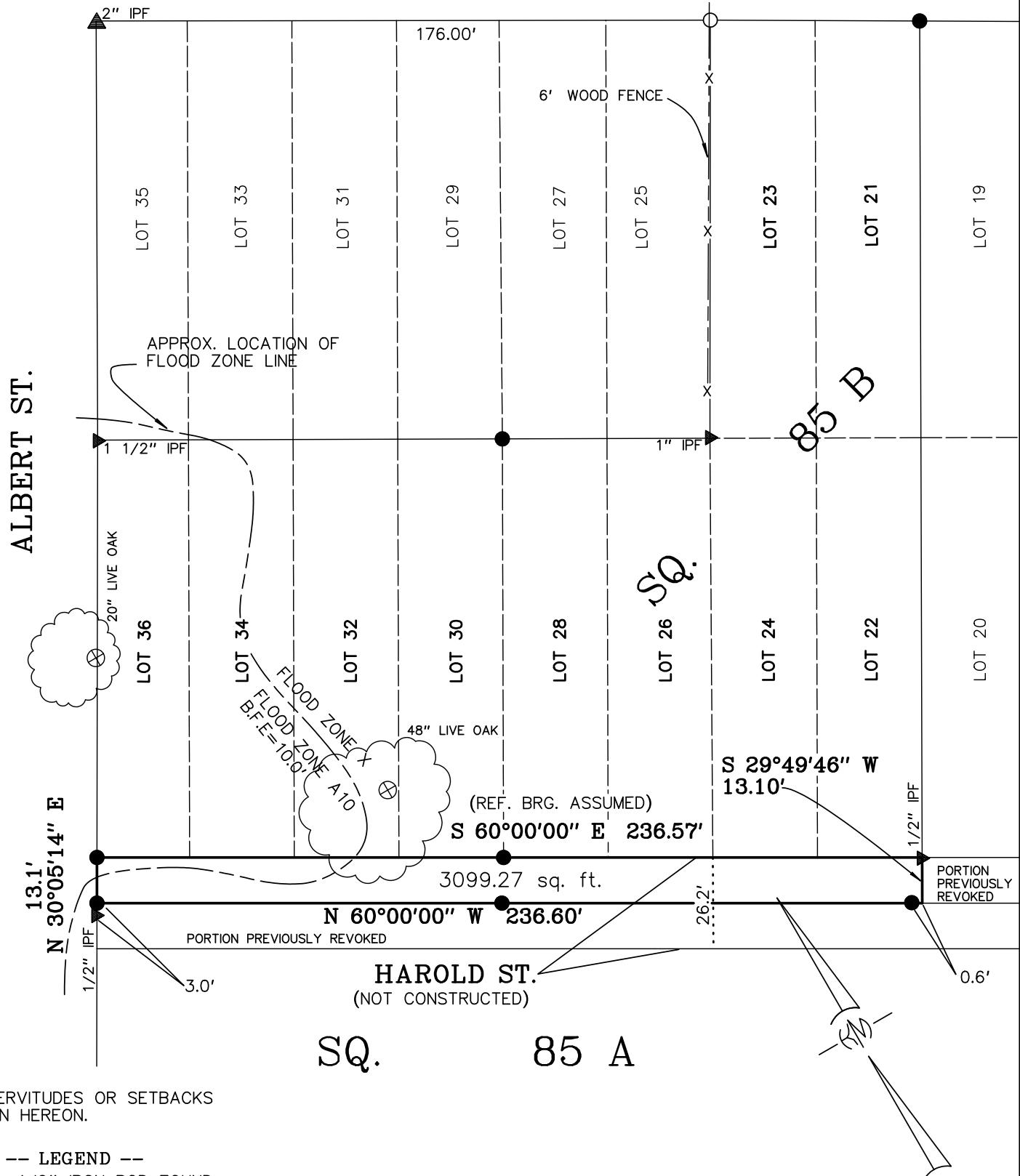
ABSENT:

and the ordinance was declared adopted the ____th day of _____, 2026.

Clerk of Council
Alicia Watts

Council Chairman
Jason Zuckerman

LIVINGSTON ST.



NO SERVITUDES OR SETBACKS
SHOWN HEREON.

--- LEGEND ---

LEGEND
● = 1/2" IRON ROD FOUND
○ = 1/2" IRON ROD SET
▲ = IRON PIPE FOUND (SIZE NOTED)

THIS PROPERTY IS LOCATED IN FLOOD
ZONE A10 & X; BASE FLOOD ELEV. 10.0' ;
F.I.R.M. PANEL NO.2202020431D;
REV.05-16-2012

REFERENCE:
SURVEY BY LOWE ENGINEERS
DATED 05-18-2022, SURVEY NO. 22-140263
FROM WHICH THE LIVE OAKS WERE TAKEN

BOUNDARY SURVEY OF:

A PORTION OF HAROLD STREET (NOT CONST.)
BETWEEN SQUARES 85A & 85B
CITY OF MANDEVILLE
ST. TAMMANY PARISH, LA.

PREPARED FOR:

RICHARD JAMES

KELLY J. McHUGH & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 40' DATE: 10-27-25
DRAWN: DRJ JOB NO.: 25-124
REVIEWED:

REVISED:

CERTIFIED TO BE IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CERTIFIED PLAT.

APPRAISAL OF
THE PROPERTY LOCATED AT

Site off Albert St
Mandeville

as of
October 30, 2025

for
Client: Linda James
Harold St
Mandeville, LA
70448

by
Levens Appraisal Firm LLC
Leslie Levens, Jr
22319 Strain Rd
Mandeville, LA 70741

Levens Appraisal Firm LLC
22319 Strain Rd
Mandeville, LA 70741
985-892-6650

11/11/2025

Client: Linda James
Harold St
Mandeville, LA
70448

RE: Property - Site off Albert St
 Mandeville
Borrower - Client:Linda James
File No. - 250526
Case No. -

Dear

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

Site off Albert St, Mandeville, LA 70448

The purpose of this appraisal is to provide an opinion of the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of October 30, 2025 is:

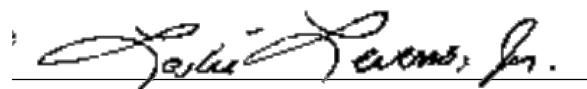
\$ 6,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you; if I may be of further service to you in the future, please let me know.

Respectfully submitted,

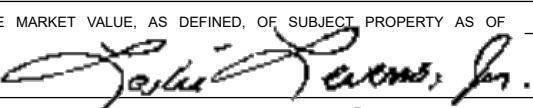
Levens Appraisal Firm LLC



Leslie Levens, Jr
LA Certification #0715

LAND APPRAISAL REPORT

File No. 250526

IDENTIFICATION	Borrower Client: Linda James	Census Tract	Map Reference 204																												
	Property Address Site off Albert St																														
	City Mandeville	County St Tammany	State LA	Zip Code 70448																											
	Legal Description A portion of Harold Street (Not Const) between Squares 85a & 85B City of Mandeville																														
	Sale Price \$ N/A	Date of Sale N/A	Loan Term N/A yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD																											
	Actual Real Estate Taxes \$ N/A	(yr.)	Loan charges to be paid by seller \$ N/A	Other sales concessions N/A																											
	Lender/Client Client: Linda James		Address Harold St, Mandeville, LA 70448																												
	Occupant Vacant	Appraiser Leslie Levens, Jr	Instructions to Appraiser Fee Simple Valuation																												
NEIGHBORHOOD	Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural			Good <input type="checkbox"/> Avg. <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor																											
	Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%			<input type="checkbox"/> Employment Stability <input checked="" type="checkbox"/> Convenient to Employment <input type="checkbox"/> Convenient to Shopping <input type="checkbox"/> Convenient to Schools <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> Property Compatibility <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> Appeal to Market																											
	Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow																														
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining																														
	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply																														
	Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.																														
	Present Land Use 90 % 1 Family 1 % 2-4 Fam 1 % Apts. % Condo 4 % Commercial																														
	% Industrial <input type="checkbox"/> % Vacant 4 %																														
	Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)																														
	(*) From _____ To _____																														
Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant 0-5 % Vacant																															
Single Family Price Range \$ 35 to \$ 2,800 Predominant Value \$ 385																															
Single Family Age 0 yrs. to 125 yrs. Predominant Age 25 yrs.																															
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) Subject located in the urban Mandeville market. Homes from cottages to custom built homes. Some homes located on local water ways. Some homes located on the lake front. Access to town amenities and neighborhood schools. No adverse neighborhood factors noted at time of the inspection.																															
Dimensions 13.1Fx236.57Lsx13.1Rx236.6RS = 3099 sf <input type="checkbox"/> Corner Lot																															
Zoning Classification No Zoning Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations																															
Highest and best use: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">OFF SITE IMPROVEMENTS</td> <td>Topo</td> <td>Level</td> </tr> <tr> <td>Public <input checked="" type="checkbox"/></td> <td>Other (Describe) _____</td> <td>Size</td> <td>Typical</td> </tr> <tr> <td>Elec. <input checked="" type="checkbox"/></td> <td></td> <td>Shape</td> <td>Almost Rectangle</td> </tr> <tr> <td>Gas <input type="checkbox"/></td> <td></td> <td>Maintenance</td> <td><input checked="" type="checkbox"/> Public <input type="checkbox"/> Private</td> </tr> <tr> <td>Water <input type="checkbox"/></td> <td></td> <td>Storm Sewer</td> <td><input type="checkbox"/> Curb/Gutter</td> </tr> <tr> <td>San. Sewer <input type="checkbox"/></td> <td></td> <td>Sidewalk</td> <td><input checked="" type="checkbox"/> Street Lights</td> </tr> <tr> <td colspan="4">Is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</td> </tr> </table>				OFF SITE IMPROVEMENTS		Topo	Level	Public <input checked="" type="checkbox"/>	Other (Describe) _____	Size	Typical	Elec. <input checked="" type="checkbox"/>		Shape	Almost Rectangle	Gas <input type="checkbox"/>		Maintenance	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Water <input type="checkbox"/>		Storm Sewer	<input type="checkbox"/> Curb/Gutter	San. Sewer <input type="checkbox"/>		Sidewalk	<input checked="" type="checkbox"/> Street Lights	Is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
OFF SITE IMPROVEMENTS		Topo	Level																												
Public <input checked="" type="checkbox"/>	Other (Describe) _____	Size	Typical																												
Elec. <input checked="" type="checkbox"/>		Shape	Almost Rectangle																												
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Water <input type="checkbox"/>		Storm Sewer	<input type="checkbox"/> Curb/Gutter																												
San. Sewer <input type="checkbox"/>		Sidewalk	<input checked="" type="checkbox"/> Street Lights																												
Is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes																															
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) TYPICAL FOR SITE FOR THE STREET AND AREA. UTILITY EASEMENTS TYPICAL FOR THE AREA, NOT ADVERSE. A LEGAL SURVEY IS ALWAYS ADVISABLE TO ASCERTAIN DIMENSIONS, FLOOD ZONE AND ANY NON APPARENT ADVERSE EASEMENTS.																															
<p>The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.</p>																															
SITE	ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3																										
	Address	Site off Albert St Mandeville	Lots 12 & 14 Henry Clay St Mandeville, LA 70448	Lots 8-18 Calhoun St Mandeville, LA 70448	Lots 53-54 Helenburg Rd Covington, LA 70433																										
	Proximity to Subj.		1.60 miles N	1.72 miles NW	5.86 miles N																										
	Sales Price	\$ N/A	\$ 5,000	\$ 15,000	\$ 12,000																										
	Price \$/Sq. Ft.	\$	\$ 0.69	\$ 0.70	\$ 1.43																										
	Data Source	Inspection	GSREIN#2403337;DOM 607	GSREIN#2491194;DOM 160	GSREIN#2442928;DOM 203																										
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment																									
	N/A	08/08/2025		10/06/2025		01/31/2025																									
	Location	Urban	Suburban	+4,000	Suburban	+4,000																									
	Site/View	Residential	Residential		Residential																										
	Site Area	3099 sf	7200 sf	-3,000	21480 sf	-12,000																									
		Narrow Site	Landlocked	0	Landlocked	0																									
					Street Frontage	-7,000																									
	Sales or Financing Concessions		Cash None		Cash None																										
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 1,000		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -8,000																											
Indicated Value of Subject		Gross 140.0% Net 20.0% \$ 6,000		Gross 106.7% Net 53.3% \$ 7,000																											
				Gross 116.7% Net 50.0% \$ 6,000																											
Comments on Market Data: Subject is only 13 feet wide. Comps 1 & 2 located just north of the urban limits of Mandeville. Comps 1 & 2 are large but landlocked. Comp 3 is 30; wide and a buildable site. No similar sites available from the urban Mandeville market.																															
Comments and Conditions of Appraisal: THE SUBJECT PROPERTY HAS BEEN APPRAISED IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL PRACTICE ADOPTED BY THE APPRAISAL FOUNDATION.																															
Final Reconciliation: THE MARKET APPROACH WAS GIVEN 100% WEIGHT AS THE MARKET TRANSACTION ARE MOST REPRESENTATIVE OF BUYER AND SELLER ACTIONS IN THE MARKET.																															
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF October 30, 2025 to be \$ 6,000																															
Appraiser(s) 			Review Appraiser (if applicable) <input type="checkbox"/> Did <input checked="" type="checkbox"/> Did Not Physically Inspect Property																												
Signature _____			Signature _____																												
Name Leslie Levens, Jr Date 11/11/2025			Name _____ Date _____																												
State LA <input type="checkbox"/> License <input checked="" type="checkbox"/> Certification # 0715			State _____ <input type="checkbox"/> License <input type="checkbox"/> Certification # _____																												

PHOTOGRAPH ADDENDUM

Borrower/Owner Client:Linda James

Property Address Site off Albert St

City Mandeville

County St Tammany

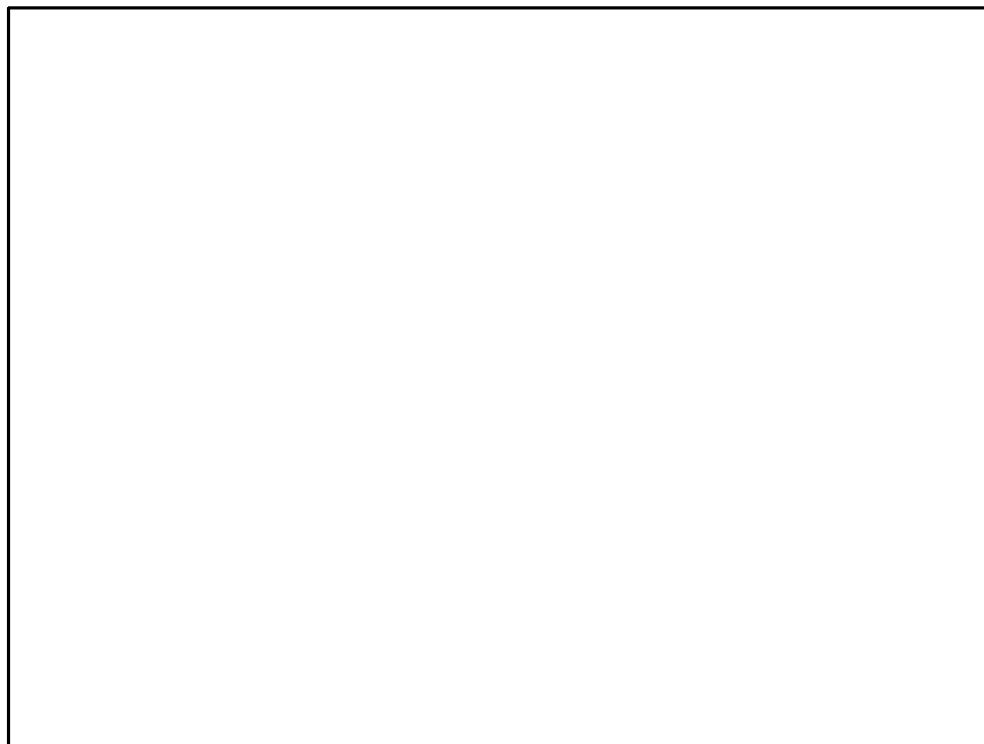
State LA

Zip Code 70448

Client Client: Linda James



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

LOCATION MAP

Borrower/Owner Client:Linda James

Property Address Site off Albert St

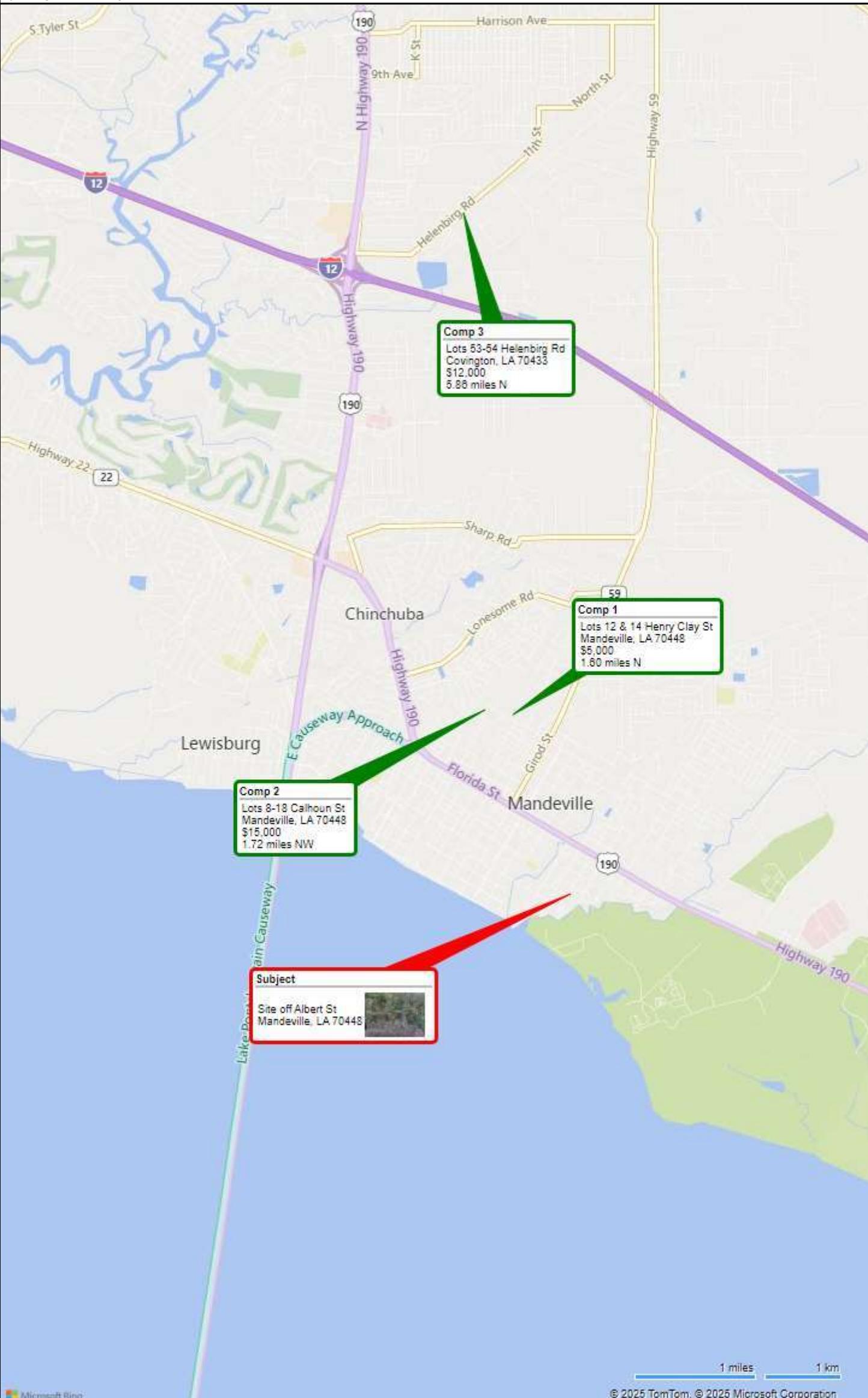
City Mandeville

County St Tammany

State LA

Zip Code 70448

Client Client: Linda James



Borrower/Owner	Client:Linda James		
Property Address	Site off Albert St		
City	Mandeville	County	St Tammany
		State	LA
		Zip Code	70448
Client	Client: Linda James		



LEVEAPP-01

LBLACKBURN

DATE (MM/DD/YYYY)
11/11/2024

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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	CONTACT NAME: Laura Blackburn PHONE (A/C, No, Ext): (502) 398-3922 FAX (A/C, No): (502) 896-9518 E-MAIL: laura.blackburn@assuredpartners.com ADDRESS:
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$ 1,000,000
X	EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE	RXE28762133625	1/1/2025	1/1/2026	AGGREGATE	\$ 1,000,000
	DED	<input checked="" type="checkbox"/>	RETENTION \$ 100,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	Y / N				PER STATUTE	OTHE-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Real Estate E & O Excess Liability Policy					
Endorsements:					
Maintenance of Underlying Coverage					
Appraisal					

CERTIFICATE HOLDER		CANCELLATION	
For Informational Purposes		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	

ACORD 25 (2016/03)

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Borrower/Owner Client:Linda James

Property Address Site off Albert St

City Mandeville

County St Tammany

State LA

Zip Code 70448

Client Client: Linda James

Louisiana Real Estate Appraisers Board

Having complied with the requirements of Chapter 51 of Title 37 of the Louisiana Revised Statutes of 1950 and the requirements of the Louisiana Real Estate Appraisers Board,

Certified Residential Appraiser

license is hereby granted to

Leslie R. Levens Jr.



License Number - APR.00715-CRA
First Issuance Date - 01/13/1994
Expiration Date - 12/31/2025

L. May Williams
Chairperson
Tony L. Meyer
Secretary

Borrower/Owner	Client:Linda James		
Property Address	Site off Albert St		
City	Mandeville	County	St Tammany
Lender/Client	Client: Linda James		

1981The University of Southern Mississippi
B. S. Degree in Business Administration

SPECIALIZED EDUCATION COURSES AND SEMINARS

2024-25 Uniform Standards of Professional Appraisal Practice- Appraisal Institute

2015 Litigation Appraising: Specialized Topics & Applications-Appraisal Institute

2013 Appraising Condos, Co-ops & PUD's- Appraisal Institute

2015 Best Practices for Real Estate Appraiser

2013 Complex Litigation Appraisal Case Studies- Appraisal Institute

2009Valuation of Green Residential Properties-Appraisal Institute

2007Reviewing Residential Appraisal Reports-Appraisal Institute

2006 Quality Assurance in Residential Appraisals: Risky Appraisals=Risky Loans- Appraisal Institute

2005 Using the NADA Manufactured Housing Appraisal Cost Guide-Bramlett School of Real Estate

2003 Manufactured Housing Appraisal-Lincoln Graduate Center

PROFESSIONAL DESIGNATIONS & ASSOCIATION MEMBERSHIPS

1995-Present Louisiana State Certified Residential Appraiser, #R0715

Federal Housing Administration, Approved Appraiser

BUSINESS EXPERIENCE

10/99 - PresentLevens Appraisal Firm (formerly Levens, Tucker Appraisal Group), Proprietor

4/91 - 10/99 Winstead Appraisal Services, Inc., Staff Appraiser

6/90 - 4/91Electrical Estimating Services, Proprietor

Cost Valuation for Commercial & Industrial Construction, Mandeville, LA

2/88 - 6/90 Orleans Electrical Construction, Estimator/Project Manager: Cost Valuation for Commercial and Industrial Construction, Metairie, LA

8/85 - 2/88 Sharp Electric, Estimator/Project Manager: Cost Valuation for Commercial and Industrial Construction, Metairie, LA
2/82 - 7/85 Fischbach & Moore, Inc., Staff Estimator: Cost Valuation for Commercial & Industrial Construction, Kenner, LA

SCOPE OF APPRAISAL ASSIGNMENTS

Residential Properties for Mortgage Lenders, Third Party Homes, Income Tax Valuation, Vacant Land Valuation, Multi-Family Condominiums, Horse Farms, Estate & Divorce Attorneys

PARTIAL LIST OF CLIENTS

Bank of America
IberiaBank Mortgage
Home Bank
Regions Mortgage
Sirva Relocation
Coldwell Banker Mortgage
Eustis Mortgage

Wells Fargo
Gulf Coast Bank & Trust
Integra Lending Group
Cartus/Cedant Relocation
Hancock/Whitney Bank
Oak Tree Mortgage
Alpha Mortgage



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 THE REVOCATION OF A PORTION OF THE HAROLD STREET RIGHT OF WAY BETWEEN MONROE STREET AND LIVINGSTON STREET

The City Council introduced Ordinance 25-31 at their December 18, 2025, meeting. This ordinance proposed to revoke the remaining portion of the Harold Street Right-of-Way to the property owners to the north. As part of the Powers and Duties of the Planning Commission, the Commission hears and makes a recommendation on the dedication or revocation of public streets.

The Planning Commission held a work session on Tuesday, January 13, 2026, and a voting meeting on Tuesday, January 27, 2026, for case P26-01-01. The revocation is being requested by the property owners to the north, as the eastern portion of the Harold Street Right-of-Way was previously revoked back in 2008.

The Commission stated they did not have any issues with the revocation, as the majority of the Harold Street Right-of-Way had previously been revoked back in 2008, and this was merely finishing the process. The Commission also noted that the revocation of the Right-of-Way was a proposed condition from Public Works for the approval of a previous variance request, which was granted in October 2025.

As part of the procedure regarding the dedication or revocation of public streets, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 7-0 in favor of approving the requested revocation.

Attachments:

Case Packet

PowerPoint Presentation

CASE SUMMARY SHEET**CASE NUMBER: P26-01-01****DATE RECEIVED: November 12, 2025****DATE OF MEETING: January 13, 2026 and January 27, 2026****Address: Unimproved portion of Harold St****Subdivision: Old Town of Mandeville, Square 85A****Zoning District: R-1 Single Family Residential District****Property Owner: City of Mandeville**

REQUEST: P26-01-01 – Recommendation to the City Council regarding Ordinance 25-31 to revoke the dedicated portion of Harold St. between Monroe St. and Livingston St. in accordance with the legal description and survey prepared by Kelly J. McHugh & Assoc., Inc. Dated October 27, 2025; declaring that portion of street as surplus and no longer needed for City use; disposing that portion of street at private sale, authorizing the mayor to execute all necessary documents; and assigning the property as R-1, Single Family Residential District providing for other matters in connection therewith.

CASE SUMMARY: Revoke the remaining portion of the Harold Street Right of Way

The applicant owns lots 21 – 24, 26, 28, 30, 32, 34, and 36 in Square 85B. The lots form an irregularly shaped flag lot, measuring 119' along Albert St., 236' along the south property line, 240' along the east property line, 60' along Livingston St., then south for 120', and west for 175' which contains 35,696 sqft per a survey prepared by Kelly McHugh & Associates and dated 7.31.2025.

The Right of Way for the unimproved Harold Street runs along the southern border of this property. Previously a portion of this Right of Way was revoked back in 2008 through Ordinance 08-35. The applicants are requesting to revoke the remaining portion of the Right of Way, which measures 13.1' x 236.6' and containing 3,099.27 sqft per a survey prepared by Kelly McHugh & Associates and dated 10.27.2025.

In October 2025 the applicants submitted a variance request to encroach into the south side of the property by 20' and to utilize the 13.1' of the remaining portion of the Right of Way as their south side setback for the construction of a new single-family residence. This variance request was granted with the condition of the revocation being approved by the city council and the Right of Way width be used for the setback.

During the initial variance request for the house Public Works stated that *“The only exception to the Variance Request would be the Revocation of Harold St. be a condition of the approval. At this time we do not have opposition to the street revocation but would encourage the revocation to precede the variance. After the street revocation is approved we would have no issues with the setback on the southern property line at 13’.”*

CLURO SECTIONS:**7.2.5. Determination of District Boundaries**

The following rules shall apply in the determination of the boundaries of the districts shown on the Official Zoning Map:

6. Revocation of Public Rights-of-Way - Whenever any street, alley or other public right-of-way is revoked by ordinance, the zoning district adjoining each side of such street, alley or other public way shall automatically extend to the center of same, and the land area shall become subject to the regulations of the extended districts.



From: [Alex Weiner](#)
To: [Clifton Siverd](#)
Cc: [Tina Myers](#)
Subject: RE: Upcoming Variance Request
Date: Tuesday, October 14, 2025 11:42:23 AM
Attachments: [image001.png](#)
[image002.png](#)

Thanks Clif!



Alex Weiner, CFM
Planner I
Notary Public | Arborist
Department of Planning & Development | City of
Mandeville

Office: (985) 624-3103
Direct: (985) 624-3132
3101 E. Causeway Approach, Mandeville, LA 70448

From: Clifton Siverd <csiverd@cityofmandeville.com>
Sent: Tuesday, October 14, 2025 11:38 AM
To: Alex Weiner <aweiner@cityofmandeville.com>
Cc: Tina Myers <tmyers@cityofmandeville.com>
Subject: RE: Upcoming Variance Request

Alex,

The only exception to the Variance Request would be the Revocation of Harlod St. be a condition of the approval. At this time we do not have opposition to the street revocation but would encourage the revocation to precede the variance. After the street revocation is approved we would have no issues with the setback on the southern property line at 13'.

From: Alex Weiner <aweiner@cityofmandeville.com>
Sent: Tuesday, October 14, 2025 10:36 AM
To: Clifton Siverd <csiverd@cityofmandeville.com>
Cc: Tina Myers <tmyers@cityofmandeville.com>
Subject: FW: Upcoming Variance Request

Hi Clif,

The applicant sent in the attached variance presentation this morning. After speaking with him it seems like they are wanting to start the revocation process for the remaining area of the ROW. Have they mentioned this to you at all? Just want to see how far along they are.

Also wanted to see if you had any comments for the meeting tonight.

Thanks,



Alex Weiner, CFM
Planner I
Notary Public | Arborist
Department of Planning & Development | City of
Mandeville

Office: (985) 624-3103
Direct: (985) 624-3132
3101 E. Causeway Approach, Mandeville, LA 70448

From: Tina Myers <tmyers@cityofmandeville.com>
Sent: Monday, October 6, 2025 9:36 AM
To: Clifton Siverd <csiverd@cityofmandeville.com>
Cc: Alex Weiner <aweiner@cityofmandeville.com>
Subject: FW: Upcoming Variance Request

Welcome back Clif! Did you get chance to review this variance request, if so did you have any feedback?

Respectfully,
Tina Myers
Planning Technician
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448
(985) 624-3103



From: Tina Myers
Sent: Monday, September 29, 2025 10:42 AM
To: Clifton Siverd <csiverd@cityofmandeville.com>; Steven Babin <sbabin@cityofmandeville.com>
Subject: Upcoming Variance Request

Good morning,

Please see the attached documents for an upcoming variance request for 527 Albert St. and send me any comments for this case. This is on the agenda for October 14th.



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

October 29, 2025

Richard and Linda James
1329 Lafitte Street
Mandeville, LA 70448

RE: V25-10-22 – Richard and Linda James request a variance to CLURO Section 7.5.1.3. R-1 Site Development Regulations, Old Town of Mandeville, Square 85B Lots 21-24, 26, 28, 30, 32, 34, & 36, R-1 Single Family Residential District, 527 Albert

Dear Mr. and Mrs. James:

On Tuesday, October 28th, 2025, the Planning & Zoning Commission held a public hearing regarding the variance to CLURO Section 7.5.1.3. R-1 Site Development Regulations to encroach 20' into the south side setback to construct a new single-family residence. The Commission voted to approve the request 5-1 with the following conditions:

- The revocation of the Harold Street Right of Way must be approved by the City Council
- The 13.1' width of the Right of Way must be used as the south side setback

This approval is per the plot plan designated as Project Number 7236 and submitted on 8.29.2025. Should you have any questions regarding this matter, please do not hesitate to contact me at 985-624-3103.

Sincerely,

Alex Weiner, CFM

Planner I - Dept. of Planning & Development

**APPRAISAL OF
THE PROPERTY LOCATED AT**

Site off Albert St
Mandeville

as of
October 30, 2025

for
Client: Linda James
Harold St
Mandeville, LA
70448

by
Levens Appraisal Firm LLC
Leslie Levens, Jr
22319 Strain Rd
Mandeville, LA 70741

Levens Appraisal Firm LLC
22319 Strain Rd
Mandeville, LA 70741
985-892-6650

11/11/2025

Client: Linda James
Harold St
Mandeville, LA
70448

RE: Property - Site off Albert St
 Mandeville
Borrower - Client:Linda James
File No. - 250526
Case No. -

Dear

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

Site off Albert St, Mandeville, LA 70448

The purpose of this appraisal is to provide an opinion of the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of October 30, 2025 is:

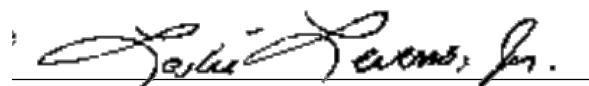
\$ 6,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you; if I may be of further service to you in the future, please let me know.

Respectfully submitted,

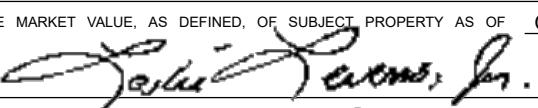
Levens Appraisal Firm LLC



Leslie Levens, Jr
LA Certification #0715

LAND APPRAISAL REPORT

File No. 250526

IDENTIFICATION	Borrower <u>Client:Linda James</u>	Census Tract _____	Map Reference <u>204</u>																								
	Property Address <u>Site off Albert St</u>																										
	City <u>Mandeville</u>	County <u>St Tammany</u>	State <u>LA</u>	Zip Code <u>70448</u>																							
	Legal Description <u>A portion of Harold Street (Not Const) between Squares 85a & 85B City of Mandeville</u>																										
	Sale Price \$ <u>N/A</u>	Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD																							
	Actual Real Estate Taxes \$ <u>N/A</u>	(yr.)	Loan charges to be paid by seller \$ <u>N/A</u>	Other sales concessions <u>N/A</u>																							
	Lender/Client <u>Client: Linda James</u>	Address <u>Harold St, Mandeville, LA 70448</u>																									
	Occupant <u>Vacant</u>	Appraiser <u>Leslie Levens, Jr</u>	Instructions to Appraiser	Fee Simple Valuation																							
NEIGHBORHOOD	Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural			Good <input type="checkbox"/> Avg. <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor																							
	Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25%			<input type="checkbox"/> Employment Stability <input checked="" type="checkbox"/> Convenience to Employment <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> Convenience to Schools <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> Property Compatibility <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> Appeal to Market																							
	Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow																										
	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining																										
	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply																										
	Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.																										
	Present Land Use <u>90</u> % 1 Family <u>1</u> % 2-4 Fam <u>1</u> % Apts. <u>0</u> % Condo <u>4</u> % Commercial																										
	% Industrial <u>0</u> % Vacant <u>4</u> %																										
	Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*)																										
	(*) From _____ To _____																										
Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u>0-5</u> % Vacant																											
Single Family Price Range \$ <u>35</u> to \$ <u>2,800</u> Predominant Value \$ <u>385</u>																											
Single Family Age <u>0</u> yrs. to <u>125</u> yrs. Predominant Age <u>25</u> yrs.																											
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>Subject located in the urban Mandeville market. Homes from cottages to custom built homes. Some homes located on local water ways. Some homes located on the lake front. Access to town amenities and neighborhood schools. No adverse neighborhood factors noted at time of the inspection.</u>																											
Dimensions <u>13.1Fx236.57Lx13.1Rx236.6RS</u>		= <u>3099 sf</u>	<input type="checkbox"/> Corner Lot																								
Zoning Classification <u>No Zoning</u>		Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations																									
Highest and best use: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">OFF SITE IMPROVEMENTS</td> <td>Topo</td> <td>Level</td> </tr> <tr> <td>Elec.</td> <td><input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____</td> <td>Size</td> <td>Typical</td> </tr> <tr> <td>Gas</td> <td><input type="checkbox"/></td> <td>Shape</td> <td>Almost Rectangle</td> </tr> <tr> <td>Water</td> <td><input type="checkbox"/></td> <td>Maintenance</td> <td><input checked="" type="checkbox"/> Public <input type="checkbox"/> Private</td> </tr> <tr> <td>San. Sewer</td> <td><input type="checkbox"/></td> <td>Storm Sewer</td> <td><input type="checkbox"/> Curb/Gutter</td> </tr> <tr> <td colspan="2"></td> <td>Sidewalk</td> <td><input checked="" type="checkbox"/> Street Lights</td> </tr> </table>				OFF SITE IMPROVEMENTS		Topo	Level	Elec.	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____	Size	Typical	Gas	<input type="checkbox"/>	Shape	Almost Rectangle	Water	<input type="checkbox"/>	Maintenance	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	San. Sewer	<input type="checkbox"/>	Storm Sewer	<input type="checkbox"/> Curb/Gutter			Sidewalk	<input checked="" type="checkbox"/> Street Lights
OFF SITE IMPROVEMENTS		Topo	Level																								
Elec.	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____	Size	Typical																								
Gas	<input type="checkbox"/>	Shape	Almost Rectangle																								
Water	<input type="checkbox"/>	Maintenance	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private																								
San. Sewer	<input type="checkbox"/>	Storm Sewer	<input type="checkbox"/> Curb/Gutter																								
		Sidewalk	<input checked="" type="checkbox"/> Street Lights																								
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>TYPICAL FOR SITE FOR THE STREET AND AREA. UTILITY EASEMENTS TYPICAL FOR THE AREA, NOT ADVERSE. A LEGAL SURVEY IS ALWAYS ADVISABLE TO ASCERTAIN DIMENSIONS, FLOOD ZONE AND ANY NON APPARENT ADVERSE EASEMENTS.</u>																											
<p>The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.</p>																											
SITE	ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3																						
	Address	<u>Site off Albert St</u> <u>Mandeville</u>	<u>Lots 12 & 14 Henry Clay St</u> <u>Mandeville, LA 70448</u>	<u>Lots 8-18 Calhoun St</u> <u>Mandeville, LA 70448</u>	<u>Lots 53-54 Helenburg Rd</u> <u>Covington, LA 70433</u>																						
	Proximity to Subj.		<u>1.60 miles N</u>	<u>1.72 miles NW</u>	<u>5.86 miles N</u>																						
	Sales Price	\$ <u>N/A</u>	\$ <u>5,000</u>	\$ <u>15,000</u>	\$ <u>12,000</u>																						
	Price \$/Sq. Ft.	\$ <u></u>	\$ <u>0.69</u>	\$ <u>0.70</u>	\$ <u>1.43</u>																						
	Data Source	Inspection	GSREIN#2403337;DOM 607	GSREIN#2491194;DOM 160	GSREIN#2442928;DOM 203																						
	Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment																					
	N/A	08/08/2025			01/31/2025																						
	Location	Urban	Suburban	+4,000	Suburban	+4,000																					
	Site/View	Residential	Residential		Residential																						
	Site Area	3099 sf	7200 sf	-3,000	21480 sf	-12,000																					
		Narrow Site	Landlocked	0	Landlocked	0																					
					Street Frontage	-7,000																					
	Sales or Financing Concessions		Cash None		Cash None																						
Net Adj. (Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ <u>1,000</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-8,000</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-6,000</u>																							
Indicated Value of Subject		Gross 140.0% Net 20.0% \$ <u>6,000</u>	Gross 106.7% Net 53.3% \$ <u>7,000</u>	Gross 116.7% Net 50.0% \$ <u>6,000</u>																							
Comments on Market Data: <u>Subject is only 13 feet wide. Comps 1 & 2 located just north of the urban limits of Mandeville. Comps 1 & 2 are large but landlocked. Comp 3 is 30; wide and a buildable site. No similar sites available from the urban Mandeville market.</u>																											
Comments and Conditions of Appraisal: <u>THE SUBJECT PROPERTY HAS BEEN APPRAISED IN CONFORMITY WITH THE UNIFORM STANDARDS OF PROFESSIONAL PRACTICE ADOPTED BY THE APPRAISAL FOUNDATION.</u>																											
Final Reconciliation: <u>THE MARKET APPROACH WAS GIVEN 100% WEIGHT AS THE MARKET TRANSACTION ARE MOST REPRESENTATIVE OF BUYER AND SELLER ACTIONS IN THE MARKET.</u>																											
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>October 30</u> <u>2025</u> to be \$ <u>6,000</u>																											
Appraiser(s) 		Review Appraiser (if applicable)	<input type="checkbox"/> Did <input checked="" type="checkbox"/> Did Not Physically Inspect Property																								
Signature 		Signature																									
Name <u>Leslie Levens, Jr</u>		Name																									
State <u>LA</u> <input type="checkbox"/> License <input checked="" type="checkbox"/> Certification # <u>0715</u>		State	<input type="checkbox"/> License	<input type="checkbox"/> Certification #																							

PHOTOGRAPH ADDENDUM

Borrower/Owner Client:Linda James

Property Address Site off Albert St

City Mandeville

County St Tammany

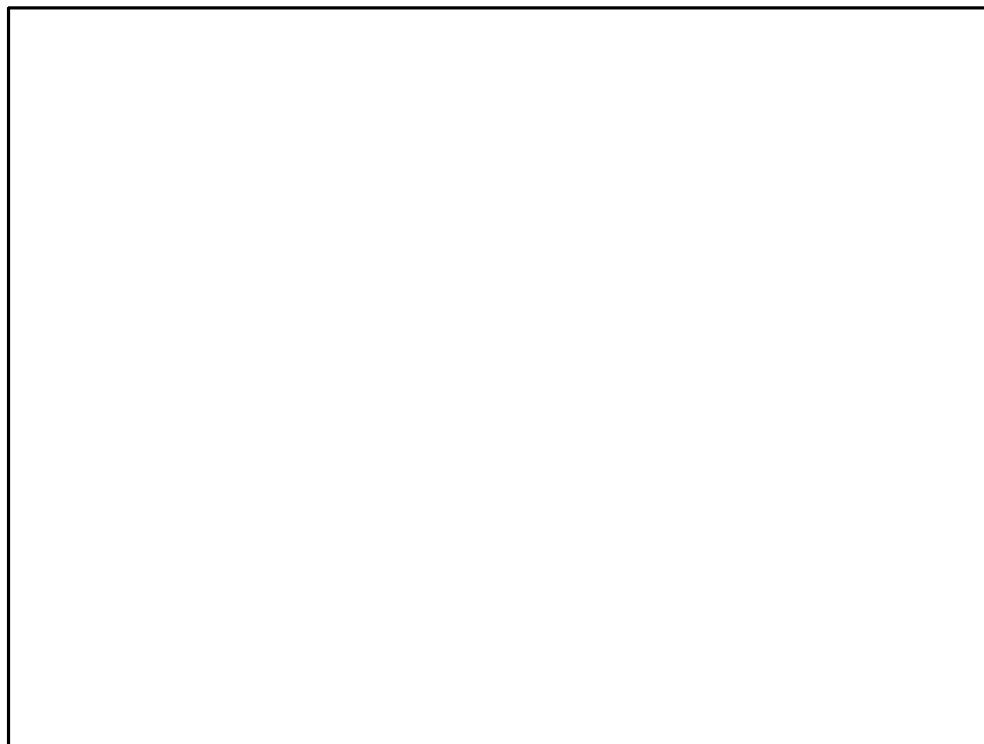
State LA

Zip Code 70448

Client Client: Linda James



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

LOCATION MAP

Borrower/Owner Client:Linda James

Property Address Site off Albert St

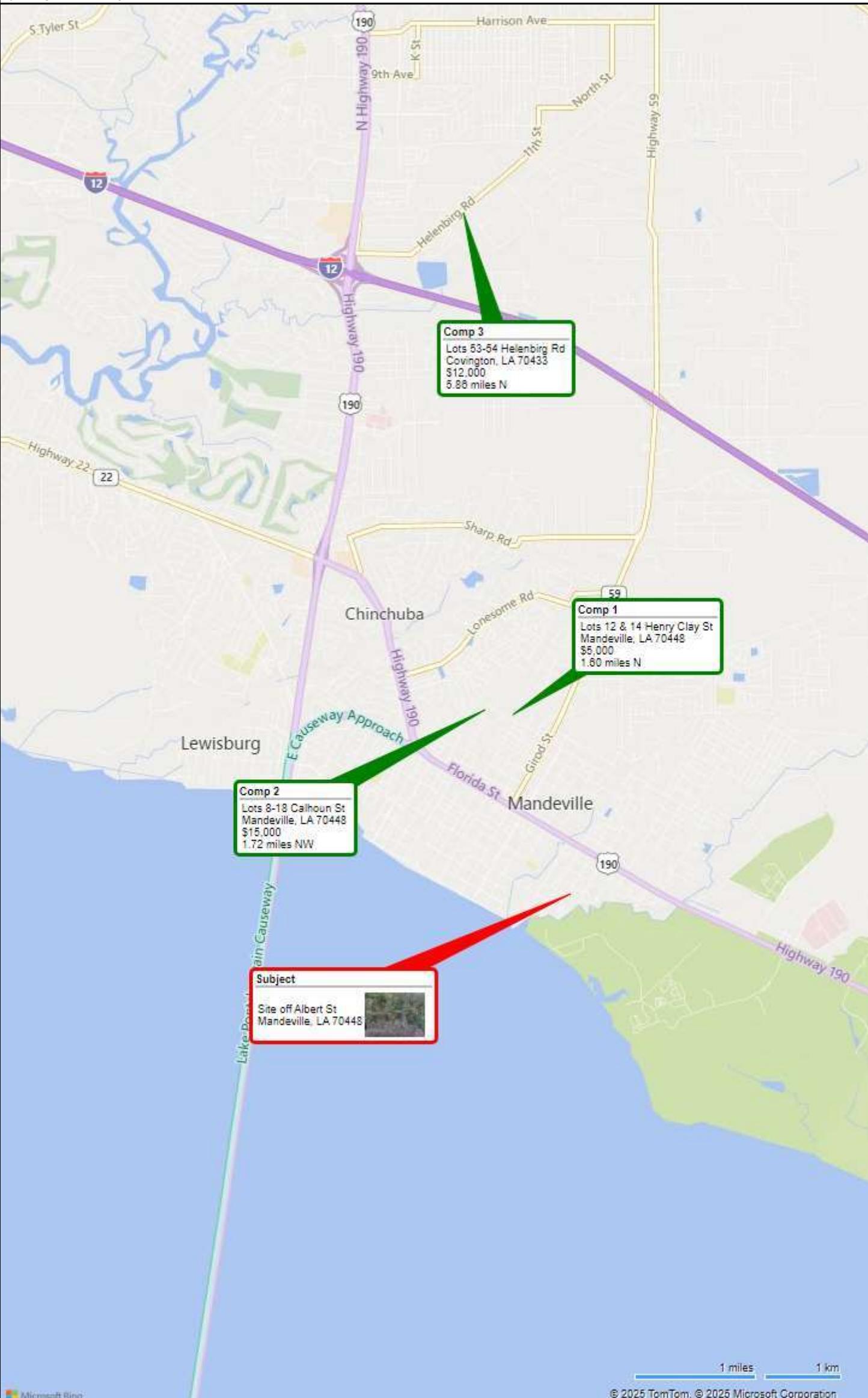
City Mandeville

County St Tammany

State LA

Zip Code 70448

Client Client: Linda James



SITE PLAN

Borrower/Owner Client:Linda James

Property Address Site off Albert St

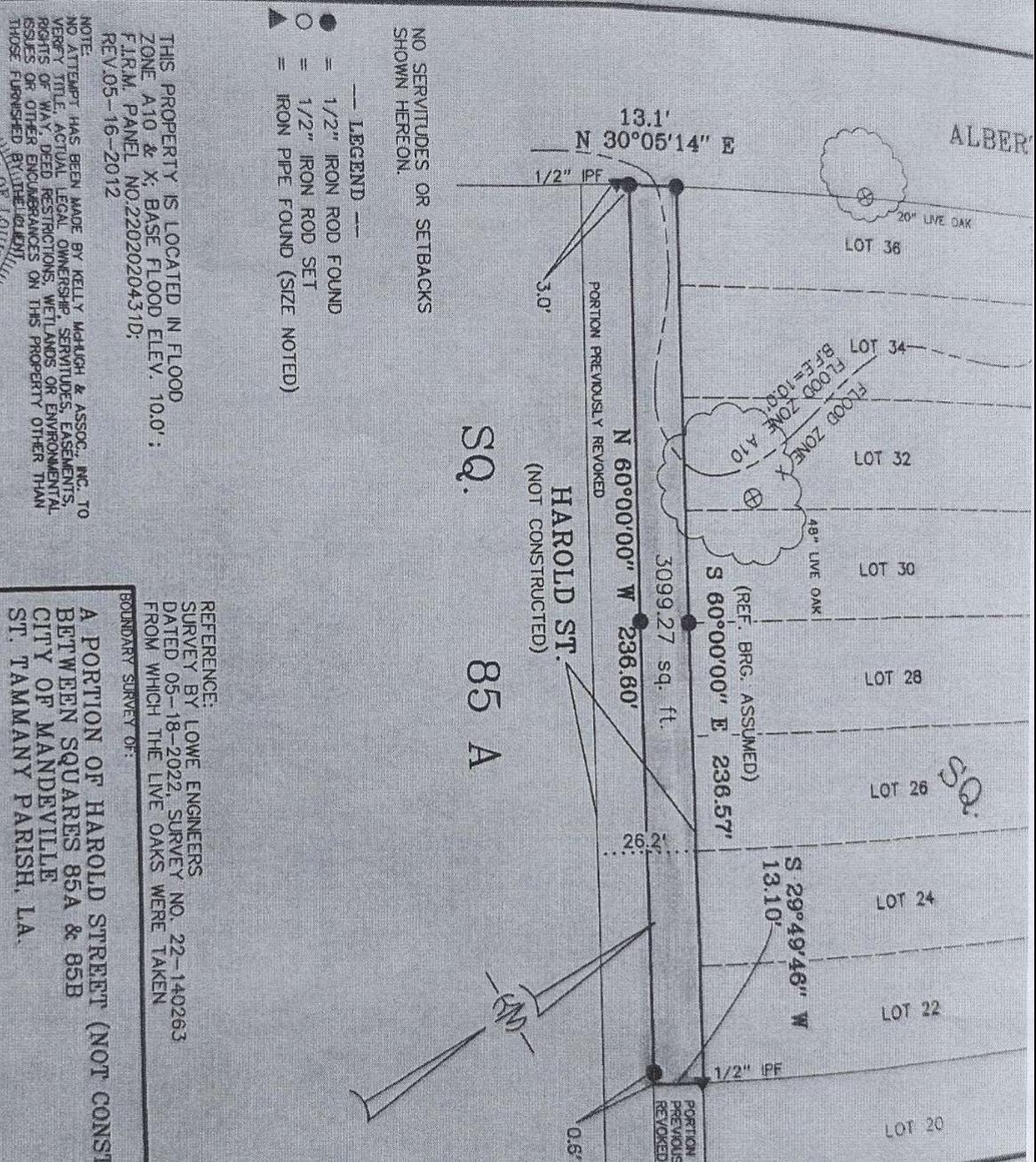
City Mandeville

County St Tammany

State LA

Zip Code 70448

Client Client: Linda James



Borrower/Owner	Client:Linda James		
Property Address	Site off Albert St		
City	Mandeville	County	St Tammany
		State	LA
		Zip Code	70448
Client	Client: Linda James		



LEVEAPP-01

LBLACKBURN

DATE (MM/DD/YYYY)
11/11/2024

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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	CONTACT NAME: Laura Blackburn PHONE (A/C, No, Ext): (502) 398-3922 FAX (A/C, No): (502) 896-9518 E-MAIL: laura.blackburn@assuredpartners.com ADDRESS:
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company NAIC # 20443 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$ 1,000,000
X	EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE	RXE28762133625	1/1/2025	1/1/2026	AGGREGATE	\$ 1,000,000
	DED	<input checked="" type="checkbox"/>	RETENTION \$ 100,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	Y / N				PER STATUTE	OTHE-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Real Estate E & O Excess Liability Policy					
Endorsements:					
Maintenance of Underlying Coverage					
Appraisal					

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes	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 <i>Laura Blackburn</i>

ACORD 25 (2016/03)

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Borrower/Owner Client:Linda James

Property Address Site off Albert St

City Mandeville

County St Tammany

State LA

Zip Code 70448

Client Client: Linda James

Louisiana Real Estate Appraisers Board

Having complied with the requirements of Chapter 51 of Title 37 of the Louisiana Revised Statutes of 1950 and the requirements of the Louisiana Real Estate Appraisers Board,

Certified Residential Appraiser

license is hereby granted to

Leslie R. Levens Jr.



License Number - APR.00715-CRA
First Issuance Date - 01/13/1994
Expiration Date - 12/31/2025

L. May Williams
Chairperson
Tony L. Meyer
Secretary

Borrower/Owner	Client:Linda James		
Property Address	Site off Albert St		
City	Mandeville	County	St Tammany
Lender/Client	Client: Linda James		

1981The University of Southern Mississippi
B. S. Degree in Business Administration

SPECIALIZED EDUCATION COURSES AND SEMINARS

2024-25 Uniform Standards of Professional Appraisal Practice- Appraisal Institute

2015 Litigation Appraising: Specialized Topics & Applications-Appraisal Institute

2013 Appraising Condos, Co-ops & PUD's- Appraisal Institute

2015 Best Practices for Real Estate Appraiser

2013 Complex Litigation Appraisal Case Studies- Appraisal Institute

2009Valuation of Green Residential Properties-Appraisal Institute

2007Reviewing Residential Appraisal Reports-Appraisal Institute

2006 Quality Assurance in Residential Appraisals: Risky Appraisals=Risky Loans- Appraisal Institute

2005 Using the NADA Manufactured Housing Appraisal Cost Guide-Bramlett School of Real Estate

2003 Manufactured Housing Appraisal-Lincoln Graduate Center

PROFESSIONAL DESIGNATIONS & ASSOCIATION MEMBERSHIPS

1995-Present Louisiana State Certified Residential Appraiser, #R0715

Federal Housing Administration, Approved Appraiser

BUSINESS EXPERIENCE

10/99 - PresentLevens Appraisal Firm (formerly Levens, Tucker Appraisal Group), Proprietor

4/91 - 10/99 Winstead Appraisal Services, Inc., Staff Appraiser

6/90 - 4/91Electrical Estimating Services, Proprietor

Cost Valuation for Commercial & Industrial Construction, Mandeville, LA

2/88 - 6/90 Orleans Electrical Construction, Estimator/Project Manager: Cost Valuation for Commercial and Industrial Construction, Metairie, LA

8/85 - 2/88 Sharp Electric, Estimator/Project Manager: Cost Valuation for Commercial and Industrial Construction, Metairie, LA
2/82 - 7/85 Fischbach & Moore, Inc., Staff Estimator: Cost Valuation for Commercial & Industrial Construction, Kenner, LA

SCOPE OF APPRAISAL ASSIGNMENTS

Residential Properties for Mortgage Lenders, Third Party Homes, Income Tax Valuation, Vacant Land Valuation, Multi-Family Condominiums, Horse Farms, Estate & Divorce Attorneys

PARTIAL LIST OF CLIENTS

Bank of America

IberiaBank Mortgage

Home Bank

Regions Mortgage

Sirva Relocation

Coldwell Banker Mortgage

Eustis Mortgage

Wells Fargo

Gulf Coast Bank & Trust

Integra Lending Group

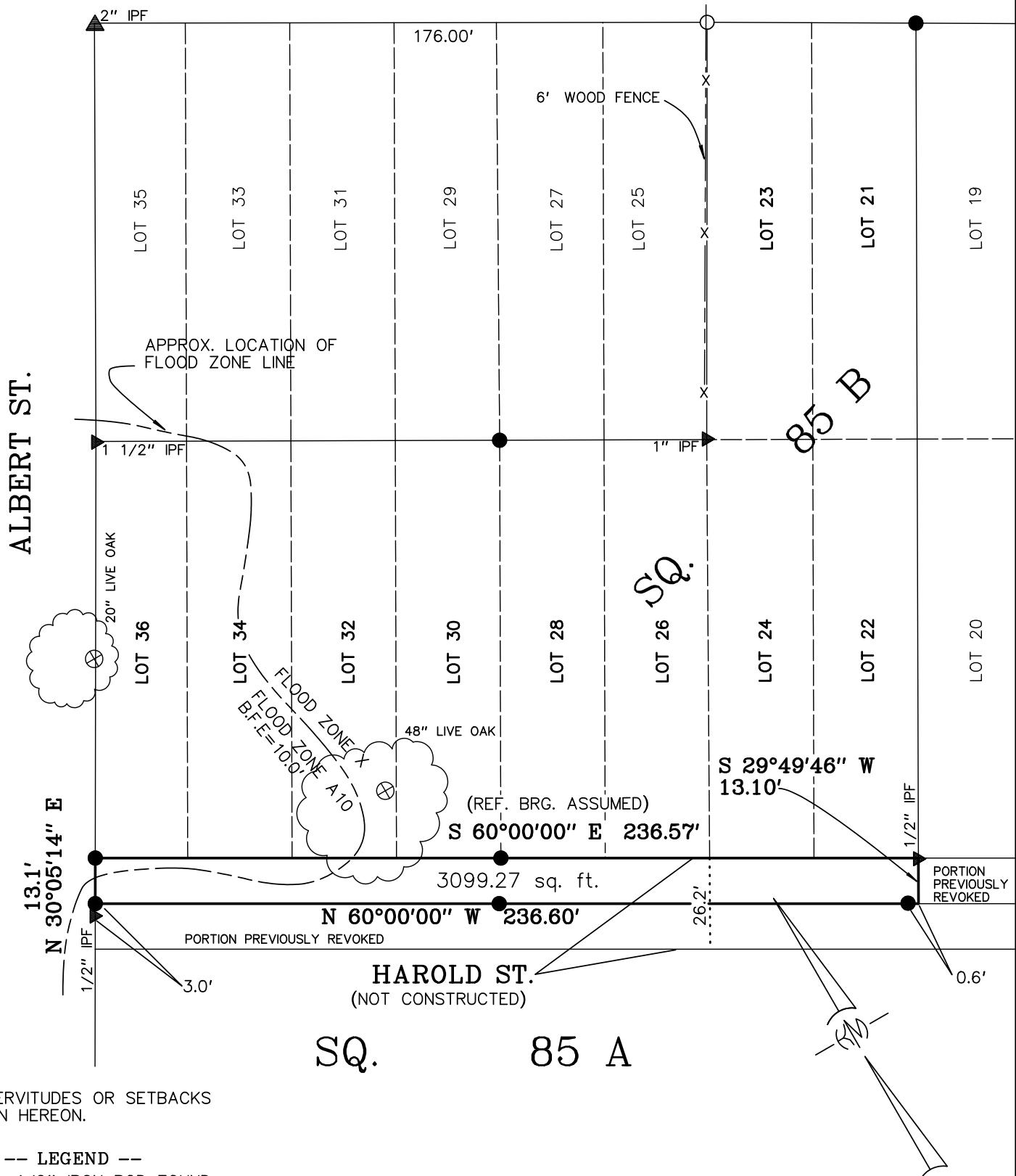
Cartus/Cedant Relocation

Hancock/Whitney Bank

Oak Tree Mortgage

Alpha Mortgage

LIVINGSTON ST.



NO SERVITUDES OR SETBACKS
SHOWN HEREON

-- LEGEND --

— LEGEND —

- = 1/2" IRON ROD FOUND
- = 1/2" IRON ROD SET
- ▲ = IRON PIPE FOUND (SIZE NOTED)

THIS PROPERTY IS LOCATED IN FLOOD
ZONE A10 & X; BASE FLOOD ELEV. 10.0';
F.I.R.M. PANEL NO.2202020431D;
REV.05-16-2012

REFERENCE:
SURVEY BY LOWE ENGINEERS
DATED 05-18-2022, SURVEY NO. 22-140263
FROM WHICH THE LIVE OAKS WERE TAKEN

BOUNDARY SURVEY OF:

A PORTION OF HAROLD STREET (NOT CONST.)
BETWEEN SQUARES 85A & 85B
CITY OF MANDEVILLE
ST. TAMMANY PARISH, LA.

PREPARED FOR:

RICHARD JAMES

KELLY J. McHUGH & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE:	1" = 40'	DATE:	10-27-25
DRAWN:	DRJ	JOB NO.:	25-124
REVIEWED			

REVISED:

CERTIFIED TO BE IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CERTIFIED PLAT.

P26-01-01

Recommendation to the City Council regarding Ordinance 25-31 to revoke the dedicated portion of Harold St. between Monroe St. and Livingston St. in accordance with the legal description and survey prepared by Kelly J. McHugh & Assoc., Inc. Dated October 27, 2025; declaring that portion of street as surplus and no longer needed for City use; disposing that portion of street at private sale, authorizing the mayor to execute all necessary documents; and assigning the property as R-1, Single Family Residential District providing for other matters in connection therewith.



P26-01-01

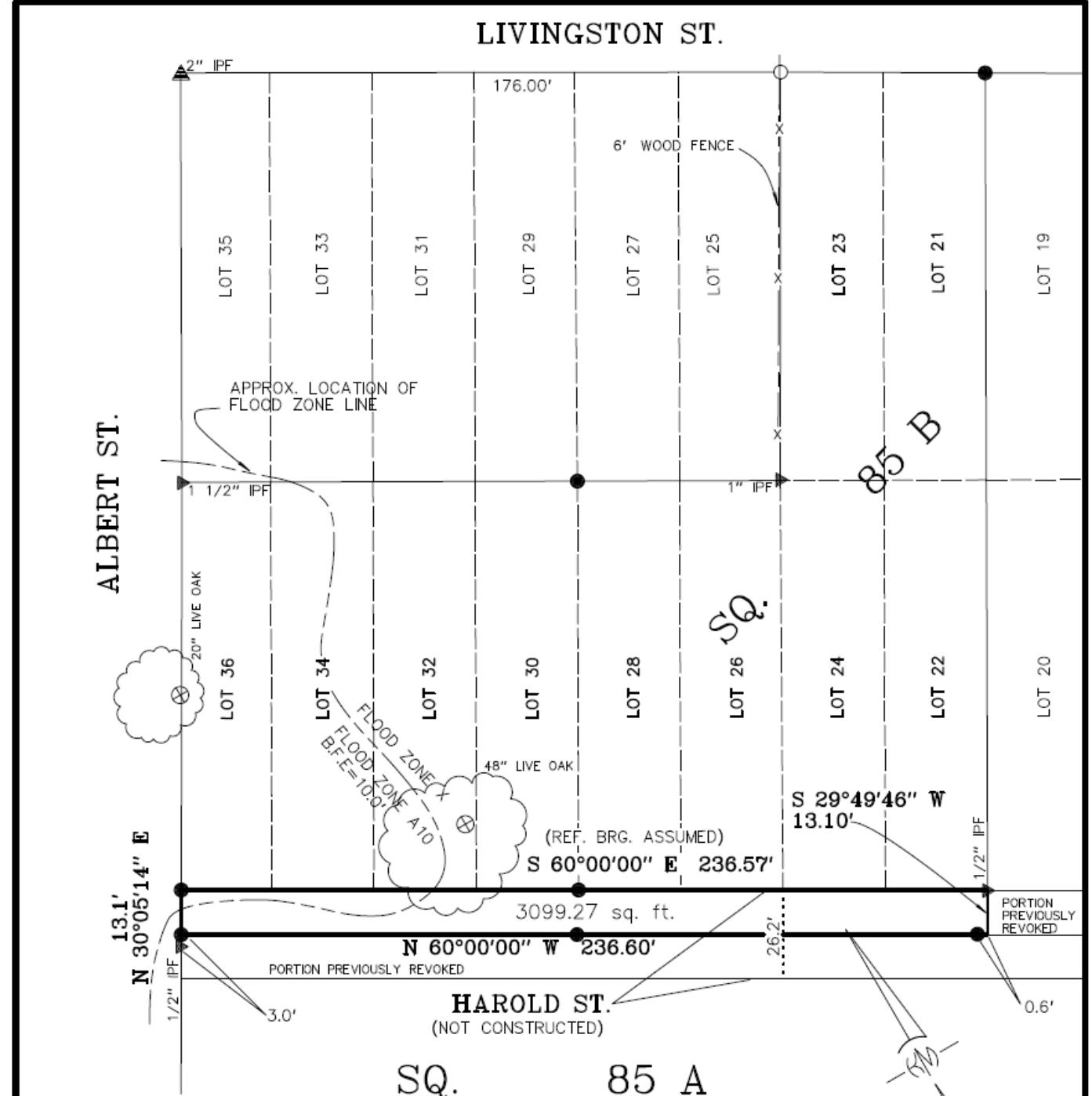
The applicant owns lots 21 – 24, 26, 28, 30, 32, 34, and 36 in Square 85B. The lots form an irregularly shaped flag lot, measuring 119' along Albert St., 236' along the south property line, 240' along the east property line, 60' along Livingston St., then south for 120', and west for 175' which contains 35,696 sqft per a survey prepared by Kelly McHugh & Associates and dated 7.31.2025.



P26-01-01

The Right of Way for the unimproved Harold Street runs along the southern border of this property. Previously a portion of this Right of Way was revoked back in 2008 through Ordinance 08-35.

The applicants are requesting to revoke the remaining portion of the Right of Way, which measures 13.1' x 236.6' and containing 3,099.27 sqft per a survey prepared by Kelly McHugh & Associates and dated 10.27.2025.



P26-01-01

In October 2025 the applicants submitted a variance request to encroach into the south side of the property by 20' and to utilize the 13.1' of the remaining portion of the Right of Way as their south side setback for the construction of a new single-family residence.

This variance request was granted with the condition of the revocation being approved by the city council and the Right of Way width be used for the setback.



Planning and Zoning Commission

CLAIREE 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

October 29, 2025

Richard and Linda James
1329 Lafitte Street
Mandeville, LA 70448

RE: V25-10-22 – Richard and Linda James request a variance to CLURO Section 7.5.1.3. R-1 Site Development Regulations, Old Town of Mandeville, Square 85B Lots 21-24, 26, 28, 30, 32, 34, & 36, R-1 Single Family Residential District, 527 Albert

Dear Mr. and Mrs. James:

On Tuesday, October 28th, 2025, the Planning & Zoning Commission held a public hearing regarding the variance to CLURO Section 7.5.1.3. R-1 Site Development Regulations to encroach 20' into the south side setback to construct a new single-family residence. The Commission voted to approve the request 5-1 with the following conditions:

- The revocation of the Harold Street Right of Way must be approved by the City Council
- The 13.1' width of the Right of Way must be used as the south side setback

This approval is per the plot plan designated as Project Number 7236 and submitted on 8.29.2025. Should you have any questions regarding this matter, please do not hesitate to contact me at 985-624-3103.

Sincerely,



Alex Weiner, CFM
Planner I - Dept. of Planning & Development



P26-01-01

During the initial variance request for the house Public Works stated that *“The only exception to the Variance Request would be the Revocation of Harlod St. be a condition of the approval. At this time we do not have opposition to the street revocation but would encourage the revocation to precede the variance. After the street revocation is approved we would have no issues with the setback on the southern property line at 13’.”*

From: Clifton Siverd <csiverd@cityofmandeville.com>
Sent: Tuesday, October 14, 2025 11:38 AM
To: Alex Weiner <aeweiner@cityofmandeville.com>
Cc: Tina Myers <tmyers@cityofmandeville.com>
Subject: RE: Upcoming Variance Request

Alex,

The only exception to the Variance Request would be the Revocation of Harlod St. be a condition of the approval. At this time we do not have opposition to the street revocation but would encourage the revocation to precede the variance. After the street revocation is approved we would have no issues with the setback on the southern property line at 13’.





MANDEVILLE
Planning & Zoning
Commission

NOTICE OF PUBLIC HEARING
CITY OF MANDEVILLE
PLANNING & ZONING COMMISSION
527 Albert
DATE January 13th & 27th
BER/REQUEST Revocation of a
01-01 - Portion of Harold Street
MORE INFORMATION CONTACT
PLANNING DEPARTMENT AT
(985)624-3103 OR EMAIL
TS@CITYOFMANDEVILLE.COM
CITYOFMANDEVILLE.COM





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Request

The applicant is requesting to revoke the remaining portion of the Harold Street Right of Way adjacent to their property.



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