

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ---; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER ---**

**ORDINANCE NO. 22-23**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND THE PERSONNEL POLICIES RELATIVE TO THE PAY SCALE OF THE NON-POLICE MUNICIPAL CIVIL SERVICE EMPLOYEES OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** Section 4-04 of the Mandeville City Charter mandates that the City Council introduce an ordinance upon receipt of the Mayor's proposed plan to amend the Personnel Policies regarding City of Mandeville Municipal Non-Police Civil Service Employees;

**WHEREAS** the Administration desires to amend the pay scale of the Municipal Non-Police Civil Service employees of the City of Mandeville as shown by Exhibit "A" attached hereto and made part of this ordinance; and

**WHEREAS** the Human Resources Director has prepared this recommendation to the City of Mandeville's Municipal Employees' Civil Service Board as shown by Exhibit "A" attached hereto and made part of this ordinance; and

**WHEREAS** the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of this proposal as shown by Exhibit "A" attached hereto and made part of this ordinance; and

**NOW, THEREFORE, BE IT ORDAINED** that the Personnel Policies relative to the pay scale of the Municipal Non-Police Civil Service Employees of the City of Mandeville be amended as set out on Exhibit "A" attached and made a part hereto; and,

**NOW THEREFORE, BE IT FURTHER ORDAINED** that this ordinance shall be effective on the first day of the payroll period following the Mayor of the City of Mandeville's approval; and

**NOW THEREFORE, 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 \_\_\_\_\_, 2022

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Rick Danielson  
Council Chairman

#### SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
CLERK OF COUNCIL

#### APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
L. Clay Madden, MAYOR

#### VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
L. Clay Madden, MAYOR

#### RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

**City of Mandeville  
Proposed Pay Matrix - Municipal Employees**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
28.17	28.73	29.31	29.89	30.49	31.10	31.72	32.36	33.00	33.67	34.34	35.03	35.73	36.44	37.17	37.91	38.67	39.44	40.23	41.04	41.86	42.70	43.55	44.42	45.31
Accountant, Finance																								
16.92	17.26	17.61	17.96	18.32	18.68	19.06	19.44	19.83	20.22	20.63	21.04	21.46	21.89	22.33	22.78	23.23	23.69	24.17	24.65	25.15	25.65	26.16	26.69	27.22
Accounting Specialist																								
29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.99	34.66	35.36	36.07	36.79	37.52	38.27	39.04	39.82	40.62	41.43	42.26	43.10	43.96	44.84	45.74	46.65
Assistant Superintendent - Buildings/Grounds																								
29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.99	34.66	35.36	36.07	36.79	37.52	38.27	39.04	39.82	40.62	41.43	42.26	43.10	43.96	44.84	45.74	46.65
Assistant Superintendent - Operations/Maintenance																								
29.01	29.59	30.18	30.78	31.40	32.02	32.67	33.32	33.99	34.66	35.36	36.07	36.79	37.52	38.27	39.04	39.82	40.62	41.43	42.26	43.10	43.96	44.84	45.74	46.65
Assistant Superintendent - Water/Sewer																								
16.26	16.58	16.91	17.25	17.60	17.95	18.31	18.67	19.05	19.43	19.82	20.21	20.62	21.03	21.45	21.88	22.32	22.76	23.22	23.68	24.16	24.64	25.13	25.63	26.15
Building Official																								
16.26	16.58	16.91	17.25	17.60	17.95	18.31	18.67	19.05	19.43	19.82	20.21	20.62	21.03	21.45	21.88	22.32	22.76	23.22	23.68	24.16	24.64	25.13	25.63	26.15
Clerk I, Data Entry Clerk																								
14.14	14.42	14.71	15.00	15.30	15.61	15.92	16.24	16.56	16.90	17.23	17.58	17.93	18.29	18.65	19.03	19.41	19.80	20.19	20.60	21.01	21.43	21.86	22.29	22.74
Clerk I, Mailroom Clerk																								
18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clerk I, Receptionist																								
18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clerk II, Accounts Payable/Purchasing																								
18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clerk II, Administrative Coordinator																								
18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clerk II, City Clerk																								
18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clerk II, Cultural Development																								
18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clerk II, Utility Billing																								
14.14	14.42	14.71	15.00	15.30	15.61	15.92	16.24	16.56	16.90	17.23	17.58	17.93	18.29	18.65	19.03	19.41	19.80	20.19	20.60	21.01	21.43	21.86	22.29	22.74
Clerk, Community Center																								
24.58	25.07	25.57	26.08	26.61	27.14	27.68	28.23	28.80	29.37	29.96	30.56	31.17	31.80	32.43	33.08	33.74	34.42	35.11	35.81	36.52	37.25	38.00	38.76	39.53
Community Center Coordinator																								
21.75	22.19	22.63	23.08	23.54	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99
Crew Chief - Streets																								
21.75	22.19	22.63	23.08	23.54	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99
Crew Chief - Water/Sewer																								
27.40	27.94	28.50	29.07	29.65	30.25	30.85	31.47	32.10	32.74	33.40	34.06	34.75	35.44	36.15	36.87	37.61	38.36	39.13	39.91	40.71	41.52	42.35	43.20	44.07
Electrical Technician																								
27.40	27.94	28.50	29.07	29.65	30.25	30.85	31.47	32.10	32.74	33.40	34.06	34.75	35.44	36.15	36.87	37.61	38.36	39.13	39.91	40.71	41.52	42.35	43.20	44.07
Engineering Assistant																								
22.63	23.08	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99	35.69	36.40
Equipment Operator																								
22.63	23.08	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.32	32.97	33.63	34.30	34.99	35.69	36.40
Field Representative																								
26.14	26.66	27.19	27.74	28.29	28.86	29.43	30.02	30.62	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84	39.61	40.41	41.21	42.04
Grants and Contracts Administrator																								
26.14	26.66	27.19	27.74	28.29	28.86	29.43	30.02	30.62	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84	39.61	40.41	41.21	42.04
Landscaper/Urban Forestry Inspector																								
24.08	24.56	25.05	25.56	26.07	26.59	27.12	27.66	28.22	28.78	29.36	29.94	30.54	31.15	31.78	32.41	33.06	33.72	34.39	35.08	35.78	36.50	37.23	37.97	38.73
Maintenance Worker I Streets																								
15.98	16.30	16.63	16.96	17.30	17.64	18.00	18.36	18.72	19.10	19.48	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.70
Maintenance Worker I Water/Sewer																								
15.98	16.30	16.63	16.96	17.30	17.64	18.00	18.36	18.72	19.10	19.48	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.70
Maintenance Worker II Building & Grounds																								
17.78	18.14	18.50	18.87	19.25	19.63	20.02	20.42	20.83	21.25	21.67	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.40	25.90	26.42	26.95	27.49	28.04	28.60
Maintenance Worker II Streets & Drainage																								
17.78	18.14	18.50	18.87	19.25	19.63	20.02	20.42	20.83	21.25	21.67	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.40	25.90	26.42	26.95	27.49		

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_;**

**ORDINANCE NO. 22-24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO APPROVE THE PAY SCALE RELATIVE TO COMPENSATION PLAN OF THE MUNICIPAL POLICE CIVIL SERVICE EMPLOYEES OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** Section 3 (B)(2) of legislative Act 84-164 mandates the City Council of the City of Mandeville approve the compensation plan for positions within the Police Classified Civil Service;

**WHEREAS** the City of Mandeville's Municipal Police Employees' Civil Service Board desires to amend the pay scale of the Municipal Police Employees of the City of Mandeville as shown by Exhibit "A" attached hereto and made part of this ordinance; and

**WHEREAS** the Administration desires to amend the pay scale of the Municipal Police Employees of the City of Mandeville as shown by Exhibit "A" attached hereto and made part of this ordinance; and

**WHEREAS** the Personnel/Human Resources Director recommends approval of the pay scale of the Municipal Police Employees of the City of Mandeville as shown by Exhibit "A" attached and made a part hereto; and

**WHEREAS** the City of Mandeville's Municipal Police Employees' Civil Service Board approves the Personnel Policies relative to the pay scale of the City of Mandeville's Municipal Police Employees' as shown in Exhibit "A"; and

**WHEREAS** the Administration recommends to the City Council that the Personnel Policies relative to the pay scale of the City of Mandeville's Municipal Police Employees' be amended as shown in Exhibit "A"; and

**NOW, THEREFORE, BE IT ORDAINED** that the Personnel Policies relative to the pay scale of the Municipal Police Civil Service Employees of the City of Mandeville be amended as set out on Exhibit "A" attached and made a part hereto; and,

**NOW THEREFORE, BE IT FURTHER ORDAINED** that this ordinance shall be effective on the first day of the payroll period following the Mayor of the City of Mandeville's approval; and

**NOW THEREFORE, 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 \_\_\_\_\_, 2022

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Rick Danielson  
Council Chairman

#### SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
CLERK OF COUNCIL

#### APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
L. Clay Madden, MAYOR

#### VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
L. Clay Madden, MAYOR

#### RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_

City of Mandeville  
Proposed Pay Matrix - Municipal Police Employees

Functional Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
Assistant Chief	36.93	37.67	38.42	39.19	39.97	40.77	41.59	42.42	43.27	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74	53.80	54.87	55.97	57.09	58.23	59.40
Captain	39.33	39.99	34.67	35.37	36.07	36.80	37.53	38.28	39.05	39.83	40.63	41.44	42.27	43.11	43.97	44.85	45.75	46.67	47.60	48.55	49.52	50.51	51.52	52.55	53.60
Clerk, Evidence	18.36	18.73	19.10	19.49	19.88	20.27	20.68	21.09	21.52	21.95	22.38	22.83	23.29	23.75	24.23	24.71	25.21	25.71	26.23	26.75	27.29	27.83	28.39	28.96	29.54
Clerk, Police	16.26	16.58	16.91	17.25	17.60	17.95	18.31	18.67	19.05	19.43	19.82	20.21	20.62	21.03	21.45	21.88	22.32	22.76	23.22	23.68	24.16	24.64	25.13	25.63	26.15
Dispatcher	20.20	20.60	21.01	21.43	21.86	22.30	22.74	23.20	23.66	24.14	24.62	25.11	25.61	26.12	26.65	27.18	27.72	28.28	28.84	29.42	30.01	30.61	31.22	31.85	32.48
Facilities/Fleet Manager	15.70	16.02	16.34	16.67	17.00	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14	21.56	21.99	22.43	22.88	23.34	23.80	24.28	24.77	25.26
Human Resources Assistant	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	27.00	27.54	28.09	28.65	29.22	29.81	30.40	31.01	31.63	32.26	32.91	33.57	34.24	34.92	35.62	36.33
Human Resources Director	38.64	39.42	40.20	41.01	41.83	42.66	43.52	44.39	45.28	46.18	47.11	48.05	49.01	49.99	50.99	52.01	53.05	54.11	55.19	56.30	57.42	58.57	59.74	60.94	62.15
Information Technology Manager	39.25	40.03	40.83	41.65	42.48	43.33	44.20	45.08	45.98	46.90	47.84	48.80	49.77	50.77	51.78	52.82	53.88	54.95	56.05	57.17	58.32	59.48	60.67	61.89	63.13
Lieutenant	28.32	28.88	29.46	30.05	30.65	31.26	31.89	32.53	33.18	33.84	34.52	35.21	35.91	36.63	37.36	38.11	38.87	39.65	40.44	41.25	42.08	42.92	43.78	44.65	45.55
Officer	22.20	22.64	23.09	23.56	24.03	24.51	25.00	25.50	26.01	26.53	27.06	27.60	28.15	28.71	29.29	29.87	30.47	31.08	31.70	32.34	32.98	33.64	34.32	35.00	35.70
Secretary, Police	19.09	19.48	19.87	20.26	20.67	21.08	21.50	21.93	22.37	22.82	23.28	23.74	24.22	24.70	25.19	25.70	26.21	26.74	27.27	27.82	28.37	28.94	29.52	30.11	30.71
Sergeant	25.81	26.32	26.85	27.39	27.94	28.49	29.06	29.65	30.24	30.84	31.46	32.09	32.73	33.39	34.05	34.73	35.43	36.14	36.86	37.60	38.35	39.12	39.90	40.70	41.51

**THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ZUCKERMAN; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER**

---

**ORDINANCE NO. 22-26**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND SECTION 2-8 OF CHAPTER 2 OF THE MANDEVILLE CODE OF ORDINANCES RELATIVE TO THE COMPENSATION OF THE MAYOR OF THE CITY OF MANDEVILLE AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City Council of Mandeville established and codified Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to set the compensation and salary of the Mayor of the City of Mandeville via Ordinance 19-33 on November 21, 2019; and

**WHEREAS** the City Council of Mandeville amended Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to correct verbiage that conflicted with LA R.S. 11:1751 on October 14, 2021; and

**WHEREAS** the City Council of Mandeville, in the operating budget for fiscal year 2022-2023, approved funding for a cost-of-living pay adjustment (COLA) for all City of Mandeville employees, including the Mayor of the City of Mandeville; and

**WHEREAS** the City Council of Mandeville desires to modify Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to increase the annual salary of the Mayor of the City of Mandeville to reflect the increased cost of living as calculated by the United States Social Security Administration; and

**WHEREAS** Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances incorrectly states the life insurance benefit amount as \$15,000.00

**WHEREAS** the City Council of Mandeville desires to modify Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances to reflect the correct description of the life insurance benefit, which is available to full-time City of Mandeville employees, with the whole premium being paid by the City of Mandeville, as is done for other full-time City of Mandeville employees;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville, that Section 2-8 (a) of the City of Mandeville Code of Ordinances be amended to:

Section 2-8 Compensation of the Mayor

- (a) Annual salary of one hundred and one thousand, nine hundred and sixty-six dollars (\$101,966.00);

**NOW THEREFORE, BE IT FURTHER ORDAINED** by the City Council of the City of Mandeville, that Section 2-8 (d) of the City of Mandeville Code of Ordinances be amended to:

Section 2-8 Compensation of the Mayor

(d) Life insurance with a potential thirty thousand dollar (\$30,000) benefit, the premium being paid by the City, as is done for other full-time employees;

**NOW THEREFORE, 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 \_\_\_\_\_, 2022

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Rick Danielson  
Council Chairman

**SUBMITTAL TO MAYOR**

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
**CLERK OF COUNCIL**

**APPROVAL OF ORDINANCE**

The foregoing Ordinance is by me hereby **APPROVED**, this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_ o'clock \_\_.m.

\_\_\_\_\_  
**L. Clay Madden, MAYOR**

**VETO OF ORDINANCE**

The foregoing Ordinance is by me hereby **VETOED**, this \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_ o'clock \_\_.m.





**Liquor License Application**

1. Liquor license to be issued to: Prime Hospitality, LLC d/b/a Desi Vega's Smokahms and Tavern  
 2. Legal name(s): Individual, Partners, or Corporation Prime Hospitality, LLC  
 3. Apply for: Class "A"  Class "B"  / High Content  Low Content  / Restaurant   
 4. Business location address: 4250 Hwy. 22, Ste 1 Mandeville LA 70471  
 Telephone 504) 628-7721  
 5. Mailing address 660 Oak Harbor Blvd., Ste 202, Slidelle LA 70458  
 6. Contact Person Shane Songy Phone Number 504) 628-7721  
 E-Mail Address shane.songy@gmail.com Fax Number ( ) Web Address ( )

7. Type of organization:  Individual (Complete line A only)  Partnership  Corporation  Non-Profit  LLP  LLC  Other

8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

- A. Shane Songy member [Redacted] 40  
 Name Title SSN % Owned  
 Resident Address City State Zip Home Phone Number  
 B. Shaw Breaud member [Redacted] 40  
 Name Title SSN % Owned  
 Resident Address City State Zip Home Phone Number  
 C. Albert Boumes member [Redacted] 15  
 Name Title SSN % Owned  
 Resident Address City State Zip Home Phone Number  
Kyle DeLaurie member [Redacted] 5%  
 Name Title SSN % Owned  
 Resident Address City State Zip Home Phone Number

9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? NO If yes, list.

Trade name Owner's name Address License #

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?  
NO If yes: Name Location:  
 11. Has applicant applied for state liquor license? yes  
 12. Has the applicant ever been denied a state or local liquor license? NO  
 13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO  
 14. Is applicant the owner of the premises to be occupied? NO  
 If no, does applicant hold a bona fide written lease? yes (Supply copy of lease with application.)  
 15. If premises leased, give name and address of lesser. JB Levert Land Company 3510 SJ-10 Service Rd. W  
Ste. 250  
Metairie, LA 70007  
 16. Describe the part of the building to be occupied by business: suite 1  
 17. Open date for this location 8/1/2022  
 18. Describe in detail your business, i.e.: Type of sales, activity, or service you perform:  
Restaurant and bar

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

I affirm that the information given on this application is true and correct.  
 Signature of Applicant [Signature] Title: member  
 Signature of Preparer [Signature] Date 6/7/2022

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



**Schedule "A" To Accompany Liquor License Application  
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business Desi Regal's Smokehouse and Tavern
2. What is your name? Albert Bowes
3. Residence address? [REDACTED]
4. Date of Birth [REDACTED] Place of Birth [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]
5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? yes
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? no
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? no
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? no
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? no
12. If married is husband or wife eligible for license? NA
13. Have you or your spouse any interest in an establishment holding a current liquor license? yes

If so, list the following:  

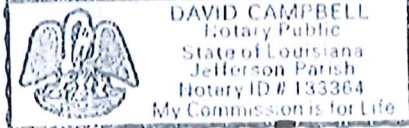
Trade Name	Address	Kind of Business	License #	%Owned
<u>See attached</u>				

14. Have you ever used any other name than the one given herein? no

**AFFIDAVIT**  
 I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.  
 Subscribed and sworn to me before this 7th day of July, 2022.

Notary Public \_\_\_\_\_ Signature of Applicant [Signature]

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



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



**Schedule "A" To Accompany Liquor License Application  
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business Desi Vega's Smokehouse and Tavern
2. What is your name? Kevin Paul DeBane
3. Residence address? [Redacted]
4. Date of Birth [Redacted] Place of Birth [Redacted] City [Redacted] State [Redacted] Zip [Redacted]
5. Sex [Redacted] Race [Redacted] Driver License# [Redacted] State [Redacted]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? yes
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? no
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? no
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? no
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? no
12. If married is husband or wife eligible for license? yes
13. Have you or your spouse any interest in an establishment holding a current liquor license? no

Trade Name	Address	Kind of Business	License #	%Owned
------------	---------	------------------	-----------	--------

14. Have you ever used any other name than the one given herein? no

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

**AFFIDAVIT**

I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.  
 Subscribed and sworn to me before this 20 day of June, 2022.

Salvatore A. Mortillaro, II Notary Public for Life  
Kevin Paul DeBane Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2018, if a returned check is due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at [www.avenuinsights.com](http://www.avenuinsights.com).  
 Parish of St. Tammany, LA  
 Notary ID #88181

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



**Schedule "A" To Accompany Liquor License Application  
Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business Desi Vega's Smokehouse and Tavern
  2. What is your name? Shawn David Breaud
  3. Residence address? [Redacted]
  4. Date of Birth [Redacted] Place of Birth [Redacted] City [Redacted] State [Redacted]
  5. Sex [Redacted] Race [Redacted] Driver License# [Redacted] State [Redacted]
  6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? yes
  7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? yes
  8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? no
  9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? no
  10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? no
  11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? no
  12. If married is husband or wife eligible for license? N/A
  13. Have you or your spouse any interest in an establishment holding a current liquor license? yes  
If so, list the following: See attached
- | Trade Name | Address | Kind of Business | License # | %Owned |
|------------|---------|------------------|-----------|--------|
|            |         |                  |           |        |
14. Have you ever used any other name than the one given herein? no

Name	Placed Used	Date

**AFFIDAVIT**

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

Subscribed and sworn to me before this 20 day of June, 2022.

[Signature]  
Notary Public

[Signature]  
Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically re-presented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at [www.avenuinsights.com](http://www.avenuinsights.com).

MARIE BELL  
Louisiana Notary Public # 15967  
St. Tammany Parish \*Statewide Jurisdiction  
Commissioned for life

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



**Schedule "A" To Accompany Liquor License Application  
 Must be Notarized**

Where a manager or agent is employed this schedule must be executed by that person, and by each member of a partnership or stockholder of a corporation owning more than five per cent (5%) of capital stock of corporation, or any financial backer of the business which make application for license as provided for by Chapter 2, Title 26, of the Louisiana Revised Statutes of 1950, as amended.

1. Trade Name of Business Desi Vega's Smokehouse and Tavern
2. What is your name? Shane Anthony Sorsy
3. Residence address? [Redacted]
4. Date of Birth [Redacted] Place of Birth [Redacted] City [Redacted] State [Redacted] Zip [Redacted]
5. Sex [Redacted] Race [Redacted] Driver License# [Redacted] State [Redacted]
6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? yes
7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? yes
8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? no
9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? no
10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? no
11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? no
12. If married is husband or wife eligible for license? yes
13. Have you or your spouse any interest in an establishment holding a current liquor license? yes  
 If so, list the following:  
Apres Lounge 190 Hwy. 190 N. Covington Restaurant/Bar 38-112875  
 Trade Name Apres Lounge Address 608 Fulton St., New Orleans Kind of Business Restaurant/Bar License # 52-715124 % Owned
14. Have you ever used any other name than the one given herein? no

Name	Placed Used	Date
<b>AFFIDAVIT</b>		

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

Subscribed and sworn to me before this 20<sup>th</sup> day of June, 2022.

[Signature]  
 Notary Public

[Signature]  
 Signature of Applicant

JESSICA STARNES  
 Notary Public  
 State of Louisiana  
 Baton Rouge Parish  
 My Commission is for Life  
 Notary ID # 87711

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented as a returned check. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see www.avenuinsights.com.

**ST. TAMMANY  
FARMER**

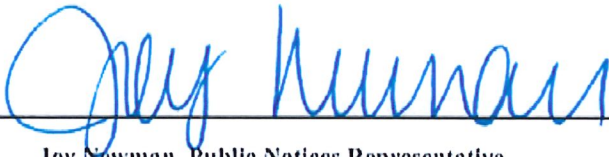
STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

**PROOF OF PUBLICATION**

The hereto attached notice  
was published in

**ST. TAMMANY FARMER,**  
a weekly newspaper of general  
circulation within the Parish of  
St. Tammany, in the  
following issues:

06/15/22, 06/22/22



Joy Newman, Public Notices Representative

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

6/22/22



M. Monie McChristian,  
Notary Public ID# 88293  
State of Louisiana  
My Commission Expires: Indefinite



JESSICA STARNs

79958

18116 Bellingrath Lakes Ave  
Greenwell Springs, LA 707394751

PUBLIC NOTICE  
WE ARE APPLY-  
ING to the State of  
Louisiana Office of  
Alcohol and To-  
bacco Control for a  
permit to sell beverages of high and low  
alcoholic content at  
retail for consump-  
tion on the premises  
in the parish of St.  
Tammany at the fol-  
lowing address:  
Prime Hospitality,  
LLC  
D/B/A Desi Vega's  
Smokehouse and  
Tavern  
4250 Hwy. 22,  
Ste. 1  
M a n d e v i l l e ,  
Louisiana 70471  
Shane Songy, Mem-  
ber  
79958-JUNE15-22-  
2T



## INTEROFFICE MEMO

---

**TO: Kristine Scherer  
Kathleen Sides**

**FROM: Alia Casborné**

**DATE: September 12, 2022**

**SUBJECT: Special Events Application Recommendations**

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

**Mandeville Elementary School PTA – Adventure Fest**

*Applicant: Brittany Rouse*

Date/Time: Saturday, October 29, 2022 – 8:00 a.m.

Rain Date: N/A

Location: Mandeville Elementary School

***Approval Requests:***

- Parade route approval (see attached map)

**Biedenkopf Insurance Services – Grand Opening**

*Applicant: Collette Biedenkopf*

Date/Time: Thursday, October 13, 2022 – 4:00 p.m.

Rain Date: N/A

Location: 743 Girod Street - Biedenkopf Insurance (See attached map)

***Approval Requests:***

- City Permit requested to apply for ATC Special Events Liquor Permit
- Approval of parking lot (Applicant is property owner- letter on file)
- Police Detail

***Contingencies:***

- ATC special event liquor permit approval

**Mandeville High School -Homecoming Parade**

*Applicant: Christian Monson*

Date/Time: Thursday, October 6, 2022 – 6:00 p.m.

Rain Date: N/A



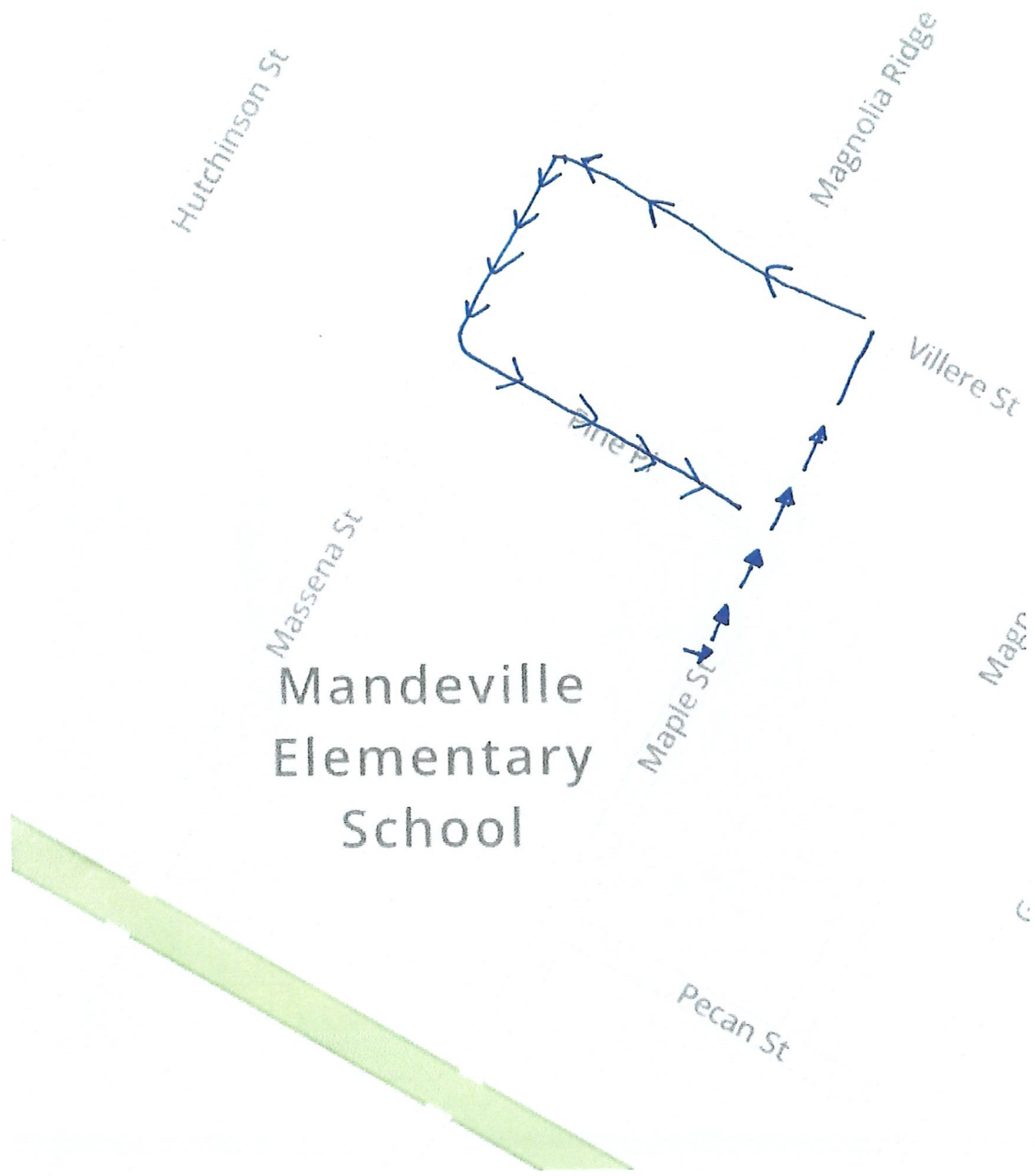
Location: Lakeshore Drive to The Treen Center on Lafitte (See attached map)

***Approval Requests:***

- Parade Route Approval
- Police Detail

***Contingencies:***

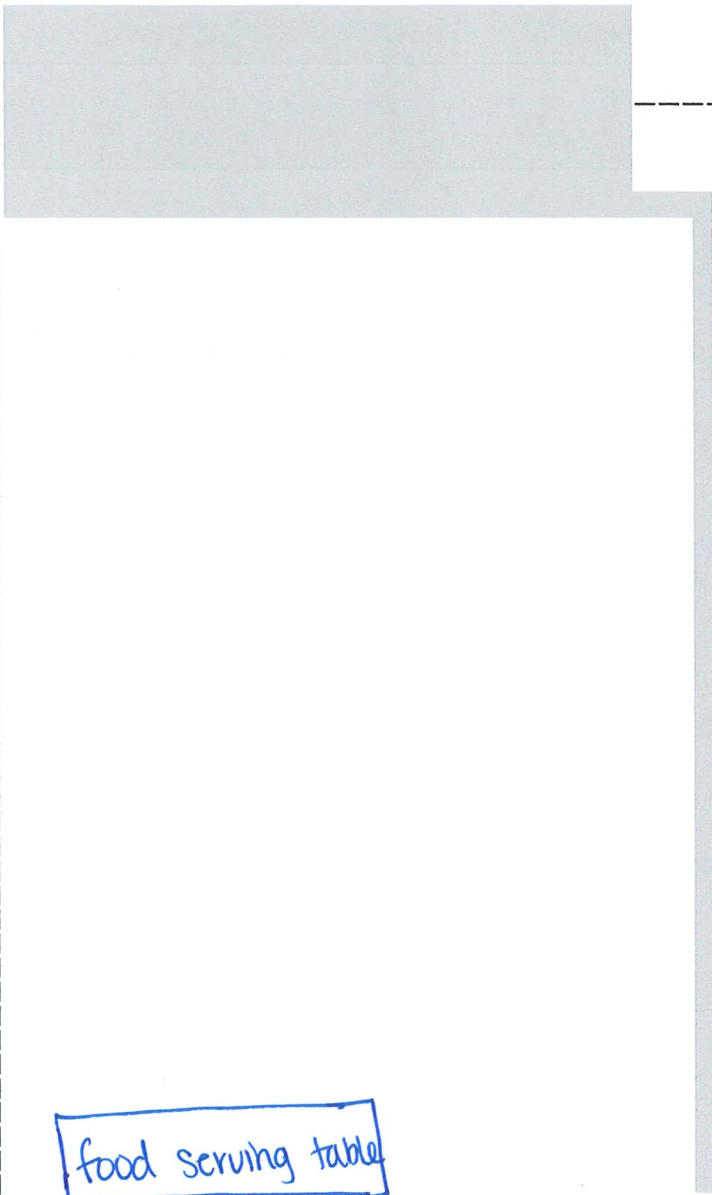
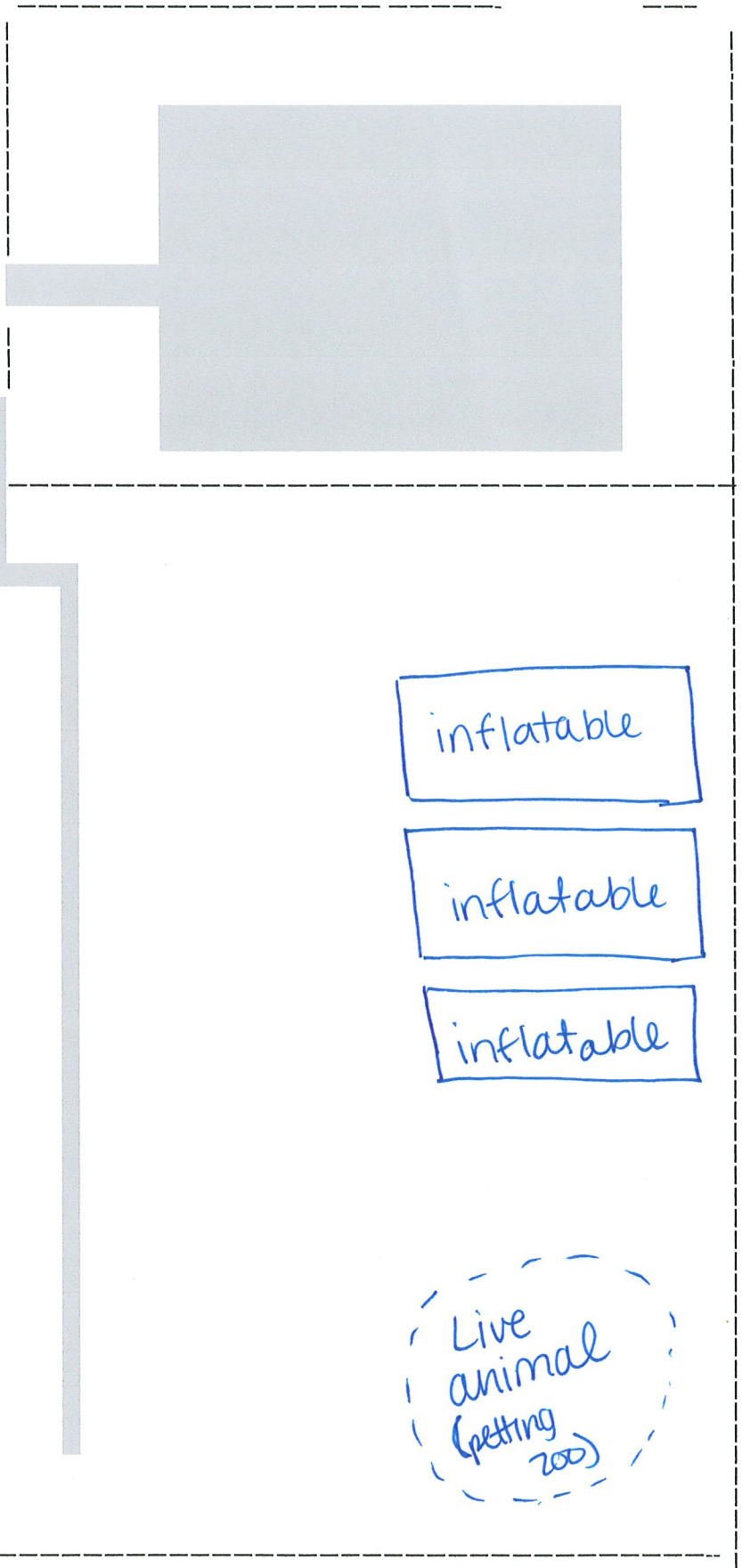
**Attachments**

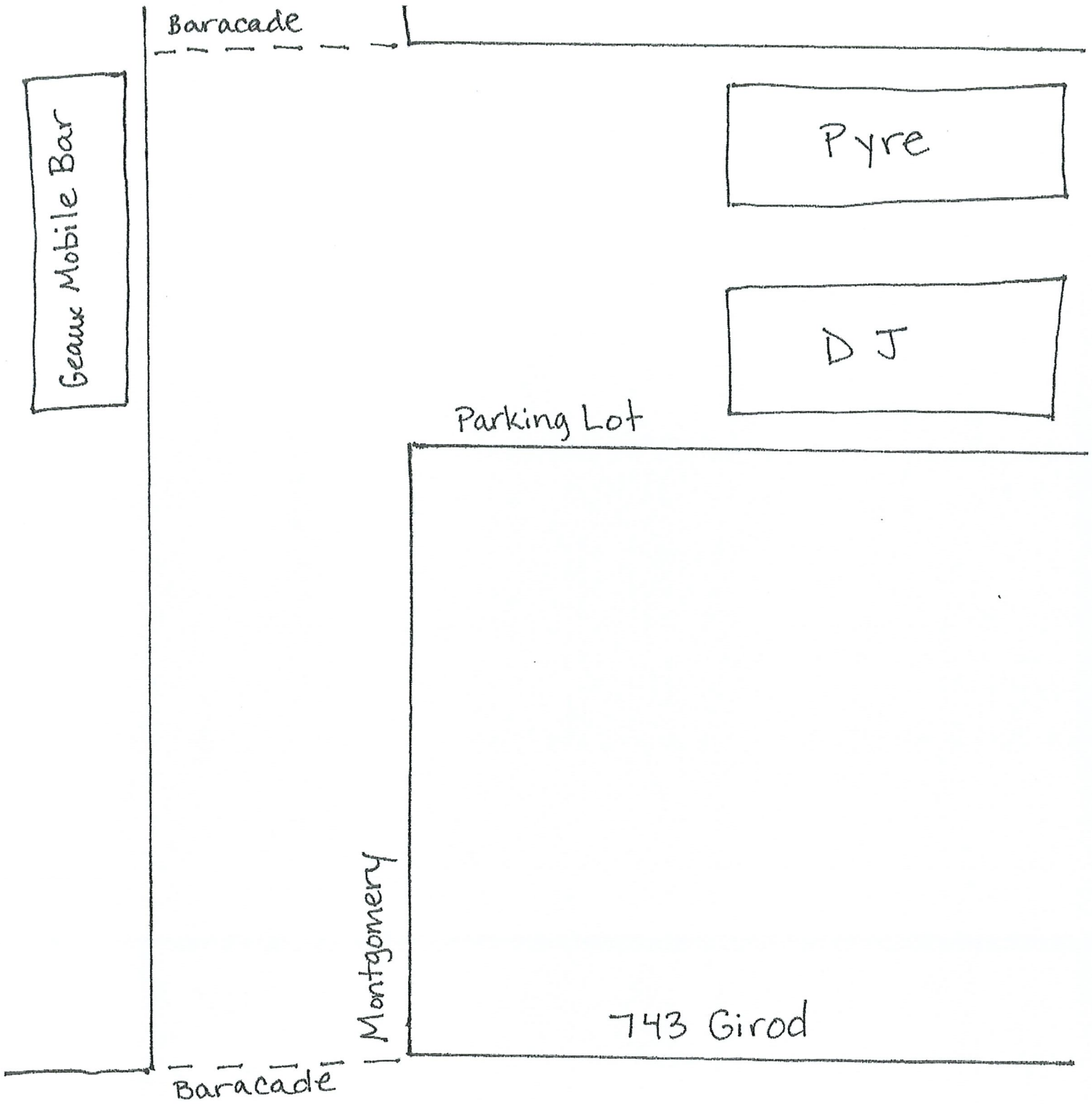


Parade Route

# School Property layout

Pg 2





Bredenkopf Insurance

Girod

**SECTION 00625**  
**Certificate of Substantial Completion**

---

Project: Erosion Control for WWTP Levees

---

Owner: The City of Mandeville

---

Owner's Contract No.: 2101A09

---

Contractor: Baker Pile Driving & Site Work, LLC

---

Engineer's Project No.: 2101A09

---

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

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

---

---

---

---

**August 10<sup>th</sup>, 2022**

---

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.

**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: **NONE**

---

---

---

Contractor's Amended Responsibilities: **NONE**

---

---

---

---

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

---

Substantial Completion – Walk Through Punch List

---

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

---

Executed by Engineer \_\_\_\_\_ Date \_\_\_\_\_

---

Accepted by Contractor \_\_\_\_\_ Date \_\_\_\_\_

---

Accepted by Owner \_\_\_\_\_ Date \_\_\_\_\_

**PRINCIPAL *Engineering, Inc.***

1011 N. Causeway Blvd., Suite 19  
Mandeville, Louisiana 70471  
Office (985) 624-5001

**Substantial Completion - Walk Through Punch List**

**Date:** August 10, 2022  
**Time:** 2:00 PM  
**Location:** Wastewater Treatment Plant  
Department of Public Works  
Mandeville, LA 70471  
**Project:** WWTP Erosion Control  
**Project No.:** ENGINEER – 2101A09 Work Order #2

**Punch List:**

- 1) Pick up pallets, wheelbarrow, trash, and bags of concrete. (\$200.00)
- 2) Add a row of concrete blocks on back side of the levee around pond one (southwest corner). (\$600.00)
- 3) Clean up any scrap nylon straps left around ponds. (\$100.00)
- 4) Clean up any broken concrete blocks left around pond. (\$200.00)
- 5) Straighten concrete blocks on the interior of the southwest corner of pond 2. (\$100.00)
- 6) Haul off excavation material pile infused with concrete and asphalt. (\$5,000.00)

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_ AND SECONDED FOR ADOPTION  
BY COUNCIL MEMBER \_\_\_\_\_

RESOLUTION NO. 22-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
A SUPERSEDING AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND THE  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT IN  
CONNECTION WITH STATE PROJECT NO. H. 007588 AND FEDERAL AID PROJECT NO.  
H.007588 FOR GIROD STREET LANDSCAPING AND LIGHTING, PHASE 3 AND  
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a superseding agreement with the Louisiana Department of Transportation and Development in connection with State Project No. H007588 and Federal Project No. H007588 to supersede the April 8, 2014 Original Agreement for this Project in its entirety, which will consist of installation of lighting with associated electrical work as well as landscaping and an irrigation system along 500 feet of Girod Street between US 190 and Montgomery Street in the City of Mandeville, St. Tammany Parish, Louisiana.

**WHEREAS**, the superseding contract is attached and made a part of this Resolution; 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 a superseding agreement with the Louisiana Department of Transportation and Development in connection with State Project No. H007588 and Federal Project No. H007588 for installation of lighting with associated electrical work as well as landscaping and an irrigation system along 500 feet of Girod Street between US 190 and Montgomery Street in the City of Mandeville, St. Tammany Parish, Louisiana.

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

AYES:

NAYS:

ABSTENTIONS:

ASENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kristine Scherer  
Clerk of Council

\_\_\_\_\_  
Rick Danielson  
Council Chairman





Office of Engineering  
PO Box 94245 | Baton Rouge, LA 70804-9245  
ph: 225-379-1025 | fx: 225-379-1857

John Bel Edwards, Governor  
Shawn D. Wilson, Ph.D., Secretary

August 30, 2022

Mr. Keith LaGrange  
City of Mandeville Public Works  
1100 Mandeville High Blvd.  
Mandeville, LA 70447

Re: **Superseding Agreement**  
**State Project No. H.007588**  
Federal Aid Project No. H007588  
Girod Street Landscaping and Lighting, PH 3  
St. Tammany Parish

Dear Mr. LaGrange:

Transmitted herewith is one (1) pdf. Original Agreement between the Department of Transportation and Development (DOTD) and City of Mandeville.

Please print 2 copies of the attached agreement and have all agreements signed and witnessed in the appropriate places. The original signed documents can be mailed, undated to:

**DOTD**

**Attention: Halie Belin**  
**P.O. Box 94245, Cubicle 405KK**  
**Baton Rouge, LA 70804-9245**

The documents will be dated following its execution by the Department, and an original signed agreement will be returned to you for your files.

If you have any questions or comments, please contact Halie Belin at (225) 379-1891 or email to [halie.belin2@la.gov](mailto:halie.belin2@la.gov).

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the City of Mandeville and return with the signed documents.

Sincerely,

Kathy Ward  
Contract/Grants Reviewer Manager

KW:hb  
Attachments  
pc: Mr. Brian Nunes

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT (SUPERSEDING)  
STATE PROJECT NO. H.007588  
FEDERAL AID PROJECT NO. H007588  
GIROD STREET LANDSCAPING AND LIGHTING, PH 3  
ST. TAMMANY PARISH**

**THIS AGREEMENT**, is made and executed in two originals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “**DOTD**,” and **City of Mandeville**, a political subdivision of the State of Louisiana, hereinafter referred to as “**Entity**”.

**WITNESSETH:** That;

**WHEREAS**, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

**WHEREAS**, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

**WHEREAS**, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

**WHEREAS**, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

**WHEREAS**, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

**WHEREAS**, the parties agree that upon final approval of this agreement, it will supersede the April 8, 2014, Original Agreement for this project in its entirety; and

**WHEREAS**, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement.

**ARTICLE I: PROJECT DESCRIPTION**

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement consists of the installation of lighting with associated electrical work, as well as landscaping and an irrigation system along 500 feet of Girod Street between US 190 and Montgomery Street in the City of Mandeville, St. Tammany Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.007588 and Federal Project No. H007588**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Item	Entity	State	Federal

<b>Responsibility Table Roadway Control Section 000-52</b>			
	<b>Entity</b>	<b>DOTD</b>	<b>Comments</b>
Roadway Owner	Yes	No	
Environmental Process	Yes	No	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

**ARTICLE II: FUNDING**

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for state or federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

<b>Funding Table<sup>1</sup></b>			
<b>Roadway Control Section 000-52</b>			
Method of Payment	Reimbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) <sup>2</sup>	100%	0%	
Utility Permits	100%	0%	
Construction	5%	95%	Construction (Additional Approved Federal Funds past original limit) 20% Entity; 80% Federal
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

<sup>1</sup> Percentages are to be applied to the amount shown in the most current fully executed Memorandum of Estimated Project Costs.

<sup>2</sup> Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct.

The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

### **ARTICLE III: PROJECT RESPONSIBLE CHARGE**

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge



#### **ARTICLE IV: PERIOD OF PERFORMANCE**

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

#### **ARTICLE V: CONSULTANT SELECTION**

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

**Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.**

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If DOTD is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the

Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

#### **ARTICLE VI: ENVIRONMENTAL PROCESS**

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

#### **ARTICLE VII: PRE-CONSTRUCTION ENGINEERING**

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and state requirements applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website: ([http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

#### **ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION**

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the “Location & Survey Manual.”

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the

Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

#### **ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY**

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

#### **ARTICLE X: PERMITS**

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

#### **ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION**

If specified in the Funding Table, companies that have compensable interest and whose

utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required systems or relocations.

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

#### **ARTICLE XII: BIDS FOR CONSTRUCTION**

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

#### **ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION**

If it is specified in the Funding Table, construction engineering and inspection is eligible

as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to

the Entity for use by project personnel.

4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.

5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

#### **ARTICLE XIV: SUBCONTRACTING**

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

#### **ARTICLE XV: DBE REQUIREMENTS**

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between



its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into by the Entity or its contractor/consultant.

#### **ARTICLE XVI: DIRECT AND INDIRECT COSTS**

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a sub-recipient risk assessment from DOTD. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

#### **ARTICLE XVII: RECORD RETENTION**

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

#### **ARTICLE XVIII: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids,

provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.

3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

#### **ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS**

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

## **ARTICLE XX: INDEMNIFICATION**

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

## **ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE**

### **Construction-- DOTD**

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

### **Construction– Entity**

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-

roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

#### **ARTICLE XXII: COMPLIANCE WITH LAWS**

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

#### **ARTICLE XXIII: VENUE**

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

Entity/State Agreement  
S.P. No. H.007588  
F.A.P. No. H007588  
Girod Street Landscaping and Lighting, Ph 3  
St. Tammany Parish  
Page 22 of 22

**IN WITNESS THEREOF**, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF MANDEVILLE**

BY: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

72-6000876  
\_\_\_\_\_  
Taxpayer Identification Number

RMAMN9B8MXS7  
\_\_\_\_\_  
Unique Entity ID Number (SAM)

20.205  
\_\_\_\_\_  
CFDA Number

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

BY: \_\_\_\_\_

Secretary

**RECOMMENDED FOR APPROVAL:**

BY: \_\_\_\_\_