

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

ORDINANCE NO. 24-11

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 23-26, THE CAPITAL BUDGET OF THE CITY OF
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2023-2024, Ordinance Number 23-26 is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2023-2024 City of Mandeville Capital Budget; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2023-2024, Ordinance Number 23-26, is hereby amended to include the budget amendments as set forth on the attached Exhibit A -Revised, incorporated as a part hereof, and be adopted for the 2023-2024 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2023-2024 Capital Budget adopted shall remain in full force and effect.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Ordinance was declared adopted this _____ day of _____, 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

Budget Amendment #4
Ordinance #24-xx

FY24 Budget	Prior Years Appropriations	Proposed Change	Revised Project Budget	Project Name
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Project
Number

Capital Budget

900,000.00	-	300,000.00	1,200,000.00	Lift Stations 37, 13 and 18 Construction	212.24.001
-	350,000.00	200,000.00	550,000.00	Fontainbleau State Park Force Main Construction	212.23.009
-	1,461,512.00	<u>(500,000.00)</u>	961,512.00	Lift Stations 3 & 39 Upgrades (Design & Construction)	212.22.002
		-			

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

ORDINANCE NO. 24-12

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 Ordinance 22-26 on September 22, 2022; and

WHEREAS the City Council of Mandeville, in the operating budget for fiscal year 2023-2024, 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 with consideration to the United States Social Security Administration's annual cost-of-living increase.

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 five thousand, eight hundred and eighty dollars (\$105,880.00);

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and they are hereby authorized and empowered to take any and all actions which they, in the exercise of their 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 _____, 2024

Clerk of Council

Jason Zuckerman
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2024 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2024 at ____ o'clock __.m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2024, 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 _____, 2024 at ____ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the _____ day of _____, 2024 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this _____ day of _____, 20____.

CLERK OF COUNCIL

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER MCGUIRE AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24- 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO NEGOTIATE A PURCHASE AGREEMENT FOR THE ACQUISITION OF 1.221 ACRES, LOT H-1C MANDEVILLE, LOUISIANA AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Mandeville is desirous of LOT H-1C Montgomery Street located in Mandeville, Louisiana, for the purpose of taking it out of commerce, creating recreational and green space, and using it for drainage, absorption, and other purposes deemed appropriate by the City; and

WHEREAS, the subject property is approximately 1.221 acres bounded by Montgomery Street to the north, Colbert Street to the west, and Soutl Street to the east; and,

WHEREAS, the owner of said property David Rathe and Marie Rathe are desirous to sell said property; and,

WHEREAS, an appraisal of the property is necessary for the City to purchase the subject property and shall be ordered in advance of the Act of Sale.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mandeville that the Mayor, be and is hereby authorized and empowered to negotiate a purchase agreement with the owner for the City's acquisition of 1.221 acres, LOT HC-1 Montgomery Street Mandeville, Louisiana, and to take all steps deemed prudent in the negotiation of said purchase agreement. The purchase agreement shall be subject to the City Council adopting the appropriate ordinances authorizing the acquisition of the property and appropriate sufficient funds to complete the purchase. The purchase agreement shall be in such form and may contain such other terms and conditions as the Mayor, at his discretion, deems necessary or advisable to effect the acquisition of the property.

BE IT FURTHER RESOLVED that the Clerk of this Council be and is hereby authorized and empowered to take any and all actions which they, in the exercise of their discretion, deems necessary to promulgate the provisions of this Resolution.

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

AYES:

NAYS:

ABSENT:

ABSTENTION:

And the resolution was declared this ___th day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Lot H1-C Montgomery St, Mandeville, LA 70448

05/22/2024

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

Listing Firm Berkshire Hathaway HomeServices Preferred REALTORS
Selling Firm

Seller's Designated Agent Name & License Number Felicity Kahn 0995686787
("Seller's agent") Dual Agent Buyer's Designated Agent Name & License Number
("Buyer's agent")

Brokerage Name & License Number Berkshire Hathaway HomeServices Preferred REALTORS
Brokerage Name & License Number

Agent Phone Number 504-723-4320 Brokerage Phone Number
Agent Phone Number Brokerage Phone Number

Email Address felicity@felicitykahn.com
Email Address

Name of Designated Agent Receiving Agreement Day _____ Date _____ Time _____ AM PM

Agreement Transmitted by electronic hand delivery other

Signature of Designated Agent Receiving Agreement Day _____ Date _____ Time _____ AM PM

Comments _____

Electronic Notice Authorization

The BUYER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.

The SELLER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and other communications to the Seller's agent at the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER. The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

BUYER'S Initials:
BUYER'S Initials:

BUYER'S Initials:
BUYER'S Initials:

SELLER'S Initials:
SELLER'S Initials:

SELLER'S Initials:
SELLER'S Initials:



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

1 **PROPERTY DESCRIPTION:** I / We offer and agree to Buy / Sell the property at:
 2 (Municipal Address) n/a
 3 City Mandeville ; Zip 70448 ; Parish St Tammany ; Louisiana,
 4 (Legal Description) Lot H-1C; 1.221 Acres; as per title
 5 _____
 6 _____ on lands and
 7 grounds measuring approximately (# 1.221 Acres) or as per record title; including all buildings,
 8 structures, component parts, and all installed, built-in permanently attached improvements, together with all
 9 fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas,
 10 all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems
 11 including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes,
 12 curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring,
 13 all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all
 14 windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television
 15 mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions
 16 permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber,
 17 unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following
 18 movable items shall remain with the property; be transferred without any warranty; be deemed to have no value;
 19 and, shall not be considered as part of the Sale Price:
 20 _____
 21 _____
 22 _____
 23 _____
 24 _____
 25 _____
 26 _____
 27 _____

28 All items listed herein are included in the property sold no matter how they are attached or installed, provided
 29 that any or all of these items are in place at the time of signing this Agreement to Buy or Sell (the "Agreement"),
 30 unless otherwise stated herein. (All of the above contained in lines 2 through 26 are collectively referred to herein
 31 as the "Property.") The following items are excluded from the Property sold:
 32 _____
 33 _____
 34 _____
 35 _____
 36 _____
 37 _____

38 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.
 39 _____
 40 zero (0 %) of the mineral rights owned by the
 41 SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for
 42 any such reserved and retained mineral activity or use.
 43 _____

44 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
 45 law or ordinances affecting the Property for the sum of _____
 46 one hundred forty thousand dollars (\$ 140,000.00) (the "Sale Price").

BUYER'S Initials: BUYER'S Initials: SELLER'S Initials: SELLER'S Initials:
 BUYER'S Initials: BUYER'S Initials: SELLER'S Initials: SELLER'S Initials:



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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47 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the
48 BUYER, on 08/30/2024, or before if mutually agreed upon. Any change of the
49 date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the
50 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:532 et seq.

51
52 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise
53 mutually agreed upon in writing.

54
55 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

56 This sale is contingent on the sale of other property by the BUYER and the contingency language found either
57 in lines 359-368 or the attached addendum shall apply.

58 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER
59 to obtain the Sale Price contingent on the BUYER'S sale of any property.

60
61 **FINANCING:**

62 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

63 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
64 for the loan the sum of _____ (\$ n/a) or
65 _____ (n/a%) of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed
66 _____ (n/a%) per annum, interest and principal, amortized over a period of not less than
67 _____ (# n/a) years, payable in monthly installments or on any other terms as may be acceptable to
68 the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be
69 secured by (Check all that apply):

- 70 Fixed Rate Mortgage FHA Insured Mortgage
- 71 Adjustable Rate Mortgage Owner Financing
- 72 Rural Development Bond Financing
- 73 VA Guaranteed Mortgage Conventional Mortgage
- 74 Other n/a _____

75
76 The BUYER agrees to pay discount points not to exceed _____
77 (n/a) % of the loan amount. Other financing conditions: n/a
78 _____
79 _____
80 _____
81 _____

82 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
83 complete the sale of the Property, including but not limited to the deposit, the down payment, closing costs, pre-
84 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions
85 imposed by the BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the
86 BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement
87 except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender
88 that a loan application has been made and the BUYER has given written authorization to lender to proceed with
89 the loan approval process within _____ (# n/a) calendar days after the date of acceptance
90 of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written
91 documentation of that application and BUYER'S written authorization for lender to proceed with loan process
92 within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and

BUYER'S Initials: [] BUYER'S Initials: [] SELLER'S Initials: [] SELLER'S Initials: []
BUYER'S Initials: [] BUYER'S Initials: [] SELLER'S Initials: [] SELLER'S Initials: []



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93 declare the Agreement null and void, by giving the BUYER written notice of the SELLER’S termination. If the
94 BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s)
95 under the terms set forth above.

96
97 **PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS:** Real estate taxes, flood insurance premiums if
98 assumed, rents, condominium dues, special assessments, homeowners’ associations dues, and/or substantially
99 similar dues or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale
100 costs, abstracting costs, title search, title insurance, and other costs required to obtain financing shall be paid by
101 the BUYER, unless otherwise expressly provided for by the parties pursuant to a written agreement.

102
103 All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any,
104 shall be paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years’
105 taxes, special assessments, condominium dues, homeowners’ associations dues, and/or substantially similar dues
106 or other costs, which were incurred or bear against the Property prior to the Act of Sale, unless otherwise
107 expressly provided for by the parties pursuant to a written agreement.

108
109 For this Agreement, “special assessment” includes but is not limited to any assessment levied against the Property
110 for payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-
111 public bodies, or other public or private entities pursuant to agreement, contract, or law.

112
113 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
114 Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If
115 the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price
116 agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the
117 SELLER with a copy of the appraisal within _____ (#. n/a) calendar days of receipt of
118 same, along with the BUYER’S written request for the SELLER to reduce the Sale Price. Within
119 _____ (#. n/a) calendar days after the SELLER’S receipt of such written documentation
120 of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal
121 or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or
122 all parties agree to a new Sale Price.

123
124 **DEPOSIT:** Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound
125 by all terms and conditions of this Agreement, and the BUYER or the BUYER’S agent shall deliver **within 72 hours,**
126 upon notice of acceptance of the offer, the BUYER’S deposit (the “Deposit”) in the amount of
127 _____ (\$n/a) or _____ (n/a%) of the Sale Price to be paid in
128 the form of:

- 129 Cash _____ (\$_____ n/a) Certified Funds _____ (\$_____ n/a)
130 Check _____ (\$_____ n/a) Electronic Transfer _____ (\$_____ n/a)
131 No Deposit

132
133 The Deposit shall be held by Listing Broker Selling Broker Other n/a _____

134
135 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Title 46, Part LXVII Section 2717 requires that
136 funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking
137 account, rental trust checking account or security deposit trust checking account of the listing or managing
138 broker (“Broker”) unless all parties having an interest in the funds have agreed otherwise in writing. I agree to
139 have the Deposit related to this transaction to be held by a third party and not in a sales escrow account
140 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction

BUYER’S Initials:
BUYER’S Initials:

BUYER’S Initials:
BUYER’S Initials:

SELLER’S Initials:
SELLER’S Initials:

SELLER’S Initials:
SELLER’S Initials:



141 **over those third parties holding the funds. I acknowledge the Broker is not legally required to disburse a**
142 **security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.**
143

144 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker,
145 it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
146 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
147 of such institution. If the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as
148 to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and
149 Regulations set forth by the Louisiana Real Estate Commission.
150

151 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void
152 without demand in consequence of the following events:

- 153 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection
154 Period as set forth in lines 198 through 253 of this Agreement;
- 155 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except
156 as stated in lines 90 through 95 of this Agreement, but only if the BUYER has made good faith efforts to
157 obtain the loan;
- 158 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document
159 requirements as set forth in lines 90 through 95 of this Agreement;
- 160 4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not
161 reduce the Sale Price as set forth in lines 113 through 122 of this Agreement;
- 162 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth
163 in lines 171 through 175 of this Agreement;
- 164 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
165 as set forth in lines 255 through 267 of this Agreement;
- 166 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the
167 SEPTIC/WATER WELL ADDENDUM, and the BUYER terminated the agreement as a result thereof.
- 168 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
169 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.
170

171 **LEASES:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,
172 from the SELLER **within five (5) calendar days** of acceptance of the Agreement. The BUYER shall have **five (5)**
173 **calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable
174 to the BUYER. Security deposits, keys/access, and leases are to be transferred to the BUYER at or before the Act
175 of Sale.
176

177 **PROPERTY CONDITION:** THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED
178 BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED
179 TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED
180 HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
181 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.
182

183 **DUE DILIGENCE AND INSPECTION PERIOD:**
184 **If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period**
185 **(hereinafter "DDI Period") commencing on the first day after acceptance of this Agreement and expiring**
186 **ninety (# 90) calendar days after commencement OR upon**
187 **the date and time the BUYER'S Request to the SELLER is received as set forth in lines 220 through 221,**
188 **whichever is earlier.** The SELLER agrees to provide the utilities for any due diligence and inspections and

BUYER'S Initials:
BUYER'S Initials:

BUYER'S Initials:
BUYER'S Initials:

SELLER'S Initials:
SELLER'S Initials:

SELLER'S Initials:
SELLER'S Initials:



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

189 immediate access to the Property. The due diligence and inspection period will be extended by the same number
190 of days that the BUYER is not granted immediate access to the Property or all utilities are not provided by the
191 SELLER.
192

193 **Effect of BUYER’S Failure to Timely Provide Written Termination or BUYER’S Request:** Failure of the BUYER to
194 timely provide written notice of termination or a written BUYER’S Request as described in lines 208 through 253
195 below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of the Property’s
196 current condition.
197

198 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER’S expense,
199 have any inspections made by experts or others of his choosing. Such physical inspections may include but are
200 not limited to surveys, inspections for termites and other wood destroying insects, and/or damage from same,
201 molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof,
202 heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and
203 pump grinder systems availability and condition, out-buildings, and square footage. Other due diligence by the
204 BUYER may include but is not limited to investigation into the Property’s school district, insurability, flood zone
205 classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER’S
206 Property Disclosure Document. All testing shall be nondestructive testing.
207

208 **BUYER’S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD:** If the BUYER is not satisfied with the
209 condition of the Property or the results of the BUYER’S due diligence or investigations, the BUYER may choose
210 one of the following options prior to the expiration of the DDI Period:
211

212 **OPTION 1:**

213 **A.** The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.
214

215 **Effect of the BUYER’S Termination of the Agreement pursuant to Option 1:** If the BUYER elects to terminate this
216 Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action
217 required by either party except for return of Deposit to the BUYER.
218

219 **OPTION 2:**

220 **A.** The BUYER may present a single, signed, and complete written list to the Seller of the deficiencies and desired
221 remedies (“BUYER’S Request”).
222

223 **B. If the BUYER selects Option 2, the following process shall apply:**

224 **1. (a) SELLER’S Response to BUYER’S Request:** If provided a BUYER’S REQUEST, the SELLER shall respond
225 in writing as to the SELLER’S willingness to or refusal to remedy any deficiencies identified in the BUYER’S
226 Request. Seller’s signed, written response shall be provided to the BUYER **within 72 hours** of receipt of the
227 BUYER’S Request (“SELLER’S Response”).

228 **(b) Effect of SELLER’S Failure to Timely Respond to the BUYER’S Request:** If the SELLER fails to timely
229 respond to the BUYER’S Request in writing within the required time frame, then the BUYER shall have **72**
230 **hours** from when the SELLER’S Response was due to notify the SELLER in writing that the BUYER will:

231 **(i)** accept the Property in its current condition; or

232 **(ii)** elect to terminate this Agreement.

233 **(c) Effect of the BUYER’S Failure to Timely Respond to SELLER’S Failure to Timely Respond:** If the
234 BUYER fails to provide this notice (lines 228 through 232) in writing within the required time frame, the
235 Agreement shall be automatically, with no further action required by either party, ipso facto null and void
236 except for return of Deposit to the BUYER.

BUYER’S Initials:
BUYER’S Initials:

BUYER’S Initials:
BUYER’S Initials:

SELLER’S Initials:
SELLER’S Initials:

SELLER’S Initials:
SELLER’S Initials:



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

237 2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to
238 remedy any or all the deficiencies listed by the BUYER, then the BUYER shall have 72 hours from receipt of
239 the SELLER'S Response or 72 hours from the date that the SELLER'S Response was due, whichever is earlier,
240 to take one of the following actions ("BUYER'S Response"). The BUYER'S Response shall be provided to the
241 SELLER in writing.

- 242 (i) accept the SELLER'S Response to the BUYER'S Request, or
243 (ii) accept the Property in its current condition, or
244 (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso
245 facto null and void with no further action required by either party except for the return of Deposit
246 to the BUYER.

247 (b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond
248 to the SELLER'S Response within the time specified, then the Agreement shall be automatically, with no
249 further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

251 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to
252 remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional
253 agreement in writing.

254 PRIVATE WATER/SEWERAGE:

255 There is/are _____ (# _____) private water system(s) servicing only the primary residence, and
256 the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to
257 the primary residence.

261 There is/are _____ (# _____) private septic/treatment system(s) servicing only the primary
262 residence and the attached private Septic/Water Addendum inspections shall include only those systems
263 supplying service to the primary residence.

264 There is NO private septic/treatment system(s) servicing only the primary residence.

265 There is NO private water system(s) servicing only the primary residence.

266 HOME SERVICE/WARRANTY:

267 A home service/warranty plan _____ will / _____ will not be purchased at the closing of sale at a cost not to exceed
268 _____ (\$N/A _____) to be paid by _____ the
269 BUYER / _____ the SELLER.

270 Home Service Warranty will be ordered by N/A _____ .
271 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or
272 replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home
273 service warranty plan, they declare that they have been made aware of the existence of such a plan, and further
274 declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection
275 of such a plan.

BUYER'S Initials: [] []
BUYER'S Initials: [] []

BUYER'S Initials: [] []
BUYER'S Initials: [] []

SELLER'S Initials: [] []
SELLER'S Initials: [] []

SELLER'S Initials: [] []
SELLER'S Initials: [] []



281 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

282 A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER
283 warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil
284 Code Article 2520 *et seq.*

285 B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that
286 the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby
287 waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana
288 Civil Code Article 2520 *et seq.* and Article 2541 *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil
289 Code Article 2541 *et seq.* Additionally, the BUYER acknowledges that this sale is made without warranty of fitness
290 for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that
291 this clause shall be made a part of the Act of Sale.

292 C. NEW HOME WARRANTIES: Notwithstanding lines 282 through 291 and irrespective of whether A or B above
293 is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the
294 provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of this
295 Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
296 New Home Warranty Act.
297

298 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the
299 SELLER'S costs (see lines 97 through 111). If curative work in connection with the title to the Property is required
300 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and
301 do extend the date for passing the Act of Sale to a date not more than fourteen (# 14)
302 calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of
303 all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make
304 title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable
305 title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this
306 Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover
307 from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.
308

309 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property **within five (5) calendar days**
310 prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
311 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
312 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.
313

314 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER, the BUYER
315 shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to
316 demand and/or sue for any of the following:

- 317 1) Termination of this Agreement
- 318 2) Specific performance
- 319 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
320

321 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
322 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
323 liable for Broker fees.
324

325 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER
326 shall have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to
327 demand and sue for any of the following:

- 328 1) Termination of this Agreement

BUYER'S Initials:
BUYER'S Initials:

BUYER'S Initials:
BUYER'S Initials:

SELLER'S Initials:
SELLER'S Initials:

SELLER'S Initials:
SELLER'S Initials:



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

329 2) Specific performance
 330 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
 331 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
 332 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be
 333 liable for Broker fees.
 334

335 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can
 336 affect real property is available at the EPA website <https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf>.
 337 By initialing this page of the Agreement, the BUYER acknowledges that the real
 338 estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding
 339 common mold related hazards.
 340

341 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
 342 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database
 343 of the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the
 344 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
 345 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written
 346 inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.
 347

348 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property
 349 is available at the FEMA website <https://msc.fema.gov/portal>.
 350

351 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
 352 the State of Louisiana.
 353

354 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
 355 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
 356 Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.
 357

358 **ADDITIONAL TERMS AND CONDITIONS:**
 359 Purchase is contingent on approval of the subdivision of Lot H-1 into 3 lots as per attached survey.
 360

361 Felicity Kahn and Berkshire Hathaway Home Services Preferred, REALTORS are the Buyer's Agent and
 362 Broker and are performing only ministerial acts for the seller.
 363

364 Seller agrees to pay Buyer's Broker Berkshire Hathaway Homes Services, Preferred REALTORS \$3,500.00 at
 365 Act of Sale.
 366
 367
 368
 369

370 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate
 371 brokers to bring the parties together and make no warranty to either party for performance or non-performance
 372 of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.
 373

374 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
 375 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
 376 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the
 377 BUYER has or will independently investigate all conditions and characteristics of the Property which are
 378 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a

BUYER'S Initials: BUYER'S Initials: SELLER'S Initials: SELLER'S Initials:
 BUYER'S Initials: BUYER'S Initials: SELLER'S Initials: SELLER'S Initials:



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

379 representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the
380 BUYER may perform this function. If Broker/Agent(s) provides names or sources for such advice or assistance,
381 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
382 of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
383 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or
384 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether the
385 Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands
386 by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from.
387 The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent
388 contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
389

390 LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- 391 Contingency for Sale of the BUYER'S Other Property Addendum Deposit Addendum
- 392 Condominium Addendum SURVEY _____
- 393 Private Water/Sewerage Addendum APPRAISAL _____
- 394 New Construction Addendum _____

395
396 If any of the pre-printed portions of this Agreement vary or conflict with any additional or modified terms on
397 blanks provided in this form or Addendum attached to this Agreement, the additional, modified, or Addendum
398 provisions control.
399

400 SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred
401 to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.
402

403 ACCEPTANCE: Acceptance of this Agreement shall be in writing. This Agreement may be executed by use of
404 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
405 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
406 modification relating hereto, including any photocopy, facsimile, or electronic transmission thereof, may be
407 executed in two or more counterparts, all of which shall constitute one and the same Agreement.
408

409 NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications
410 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
411 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery,
412 (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties
413 as written on the first page of this Agreement or at such other addresses as the respective parties may designate
414 by written notice.
415

416 CONTRACT: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
417 CAREFULLY. If you do not understand the effect of any part of this Agreement, seek legal advice before signing
418 this contract or attempting to enforce any obligation or remedy provided herein.
419

420 ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other
421 agreements not incorporated herein, in writing, are void and of no force and effect.

BUYER'S Initials: []
BUYER'S Initials: []

BUYER'S Initials: []
BUYER'S Initials: []

SELLER'S Initials: []
SELLER'S Initials: []

SELLER'S Initials: []
SELLER'S Initials: []



422 **EXPIRATION OF OFFER:**

423 This offer is binding and irrevocable until _____ at _____ AM PM NOON.
424 The Acceptance of this offer shall be communicated to the offering party by the deadline stated on line 423 to
425 be binding and effective.

426 [Signature/Date/Time Box] [Signature/Date/Time Box]
427
428 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

430 **DAVID RATHE** **MARIE RATHE**
431 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)
432 [Signature/Date/Time Box] [Signature/Date/Time Box]
433
434 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

436
437 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

438
439 This offer was presented to the Seller Buyer by _____
440 [Signature/Date/Time Box]
441
442 Day/ Date/ Time AM PM NOON

443
444
445 This offer is: Accepted Rejected (without counter) Countered (see attached counter) by:
446 [Signature/Date/Time Box] [Signature/Date/Time Box]
447
448 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

449
450 **L. CLAY MADDEN FOR CITY OF MANDEVILLE**
451 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)
452 [Signature/Date/Time Box] [Signature/Date/Time Box]
453
454 Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

455
456
457 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

458
459 This offer was presented to the Seller Buyer by _____
460 [Signature/Date/Time Box]
461
462 Day/ Date/ Time AM PM NOON

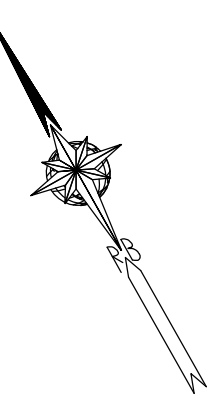
An independently owned and operated franchisee of BHH Affiliates, LLC

BUYER'S Initials: [] BUYER'S Initials: []
BUYER'S Initials: [] BUYER'S Initials: []

SELLER'S Initials: [] SELLER'S Initials: []
SELLER'S Initials: [] SELLER'S Initials: []



COLBERT STREET (SIDE)



Resubdivision of
LOT H1 AND A PORTION OF REVOKED LOUVOIS STREET
SQUARES 90 & 102 * TOWN OF MANDEVILLE
CITY OF MANDEVILLE
ST. TAMMANY PARISH, LOUISIANA
INTO
LOTS H1-A, H1-B, & H1-C

MONTGOMERY STREET

LOTS H1-A, H1-B, & H1-C

SOULT STREET

LEGAL DESCRIPTION LOT H1-1

ALL THAT CERTAIN PARCEL OF GROUND KNOWN AS LOT H1-1, SQUARES 90 & 102, TOWN OF MANDEVILLE, CITY OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF WESTERN RIGHT OF WAY LINE OF SOULT STREET AND THE SOUTHERN RIGHT OF WAY LINE OF MONTGOMERY STREET AND GO N60°32'15"W A DISTANCE OF 594.07' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING GO S17°32'08"W A DISTANCE OF 29.43'; THENCE S16°48'25"E A DISTANCE OF 109.21'; THENCE S30°17'25"E A DISTANCE OF 138.27'; THENCE S18°02'33"W A DISTANCE OF 55.11'; THENCE N66°01'05"W A DISTANCE OF 468.11'; THENCE N29°27'45"E A DISTANCE OF 328.66'; THENCE S60°32'15"E A DISTANCE OF 192.08' BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.377 ACRES OF GROUND MORE OR LESS.

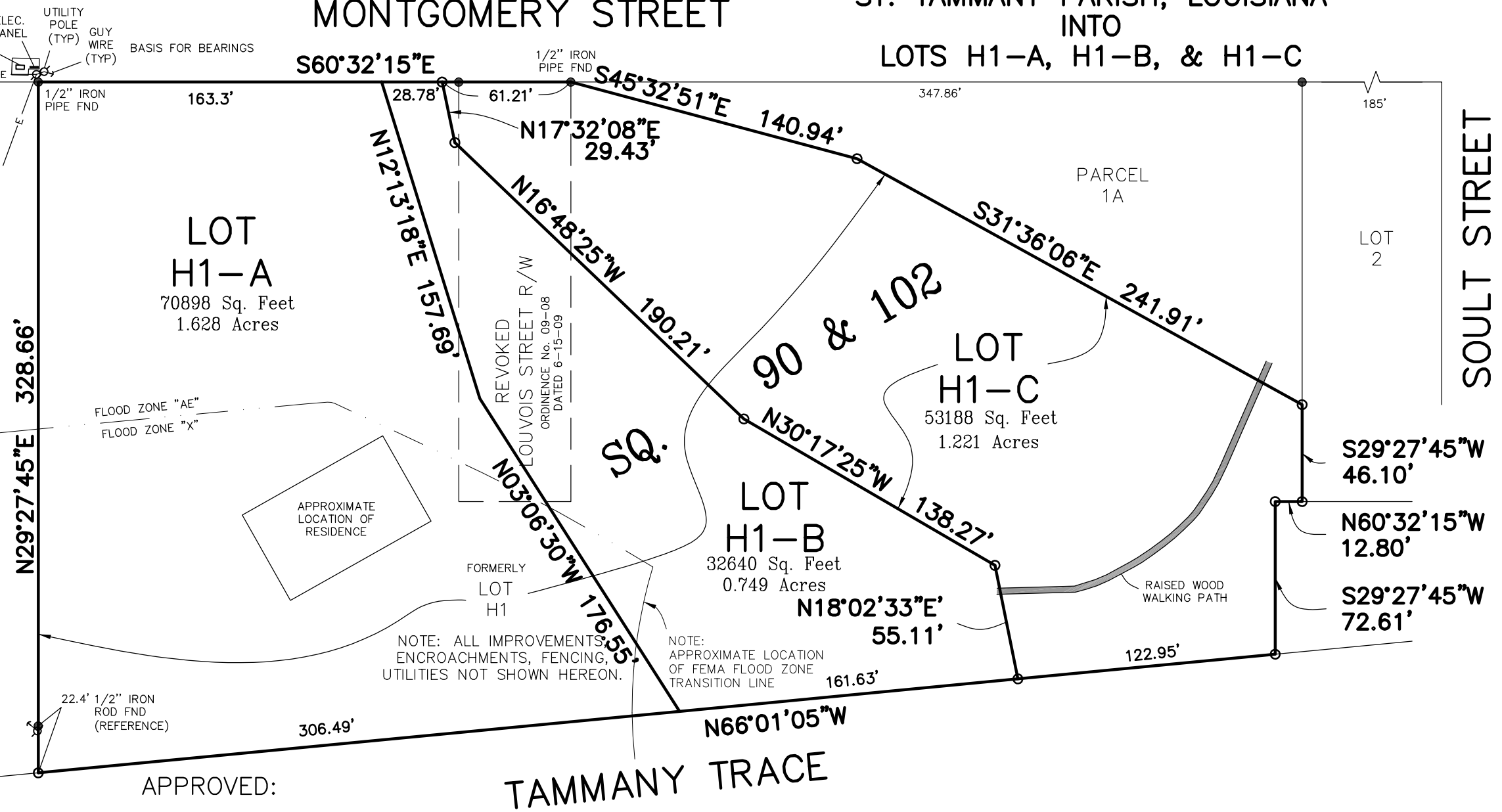
LEGAL DESCRIPTION LOT H1-2

ALL THAT CERTAIN PARCEL OF GROUND KNOWN AS LOT H1-2, SQUARES 90 & 102, TOWN OF MANDEVILLE, CITY OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF WESTERN RIGHT OF WAY LINE OF SOULT STREET AND THE SOUTHERN RIGHT OF WAY LINE OF MONTGOMERY STREET AND GO N60°32'15"W A DISTANCE OF 532.86' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING GO S45°32'51"E A DISTANCE OF 140.94'; THENCE S31°36'06"E A DISTANCE OF 241.91'; THENCE S29°27'45"W A DISTANCE OF 46.10'; THENCE N60°32'15"W A DISTANCE OF 12.80'; THENCE S29°27'45"W A DISTANCE OF 72.61'; THENCE N66°01'05"W A DISTANCE OF 122.94'; THENCE N18°02'33"E A DISTANCE OF 55.11'; THENCE N30°17'25"W A DISTANCE OF 138.27'; THENCE N16°48'25"W A DISTANCE OF 190.21' THENCE N17°32'08"E A DISTANCE OF 29.43'; THENCE N60°32'15"W A DISTANCE OF 61.21 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.221 ACRES OF GROUND MORE OR LESS.



NOTE:
OWNER OR BUILDER RESPONSIBLE FOR OBTAINING SETBACKS BEFORE DESIGN OR CONSTRUCTION BEGINS.

NOTE:
BEARINGS SHOWN HEREON ARE REFERENCED TO LOUISIANA STATE PLANE COORDINATES. LA SOUTH ZONE 1702.

REFERENCE:
SURVEY By John E. Bonneau, PLS
Survey No.: 2009 076
Dated: 4-2-2009

- DENOTES 1/2" IRON ROD TO BE SET UNLESS OTHERWISE NOTED
- DENOTES 1/2" IRON ROD FND UNLESS OTHERWISE NOTED

APPROVED:

MAYOR OF THE CITY OF MANDEVILLE

CHAIRMAN OF PLANNING COMMISSION

CITY ENGINEER OR PUBLIC WORKS DIRECTOR

PLANNING DIRECTOR

CLERK OF COURT

DATE FILED

FILE NO.



Note: I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described IS located in a special flood hazard area, it is located in Flood Zone X & AE.

FIRM Panel# 2202020431D Rev. 5-16-2012

NO ATTEMPT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, SUBSURFACE UTILITIES, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

<h1>ADVANCED</h1>	Randall W. Brown & Associates, Inc. Professional Land Surveyors 228 W. Causeway Approach, Mandeville, LA 70448 (985) 624-5368 FAX (985) 624-5309 info@brownsurveys.com	Date: NOVEMBER XX, 2023 Survey No. 23573 Project No. A23573.TXT
	Randall W. Brown, P.L.S. Professional Land Surveyor LA Registration No. 04586	Scale: 1" = 60' ± Drawn By: J.E.D. Revised: 3-12-24



INVOICE

INVOICE NUMBER	
P01222439	
DATE	
01/22/2024	
REFERENCE	
Internal Order #:	P01222439
Lender Case #:	
Client File #:	
Main File # on form:	P01222439
Other File # on form:	
Federal Tax ID:	75-3161482
Employer ID:	

TO:	
City of Mandeville	
Telephone Number:	Fax Number:
Alternate Number:	E-Mail:

DESCRIPTION

Lender: City of Mandeville	Client: David Rathe
Purchaser/Borrower: City of Mandeville	
Property Address: Lot H1-2 Montgomery St	
City: Mandeville	
County: St. Tammany	State: LA
Legal Description: PARCEL H1 SQ 90 & SQ 102 MANDEVILLE	Zip: 70448

FEES	AMOUNT
------	--------

Vacant Land Appraisal	450.00
SUBTOTAL	
	450.00

PAYMENTS	AMOUNT
----------	--------

Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			0.00

TOTAL DUE		\$ 450.00
------------------	--	------------------

Metro Appraisal Services, L.L.C.



APPRAISAL OF REAL PROPERTY

LOCATED AT:

Lot H1-2 Montgomery St
PARCEL H1 SQ 90 & SQ 102 MANDEVILLE
Mandeville, LA 70448

FOR:

City of Mandeville

AS OF:

01/22/2024

BY:

Paul G. Vidal
Metro Appraisal Services, L.L.C.
406 Red Gum Court
Madisonville, LA. 70447
[OF] 985-792-1589 [FX] 985-792-1569
paul@metapps.com



406 Red Gum Court Madisonville, LA 70447 (985) 792-1589 (985) 792-1569(fax)

ATTN: City of Mandeville

RE: Appraisal of
Lot H1-2 Montgomery St, LA 70448

Dear: City of Mandeville

In accordance with your request, we have personally inspected the vacant land site and prepared an appraisal of the property located at Lot H1-2 Montgomery St.

The purpose of this appraisal is to estimate the market value of the property described in the body of this report as of 01/22/2024. It is understood that the intended use of this appraisal is for the determination of usable/buildable land with included survey.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, pursuant to the Scope of Work, as disclosed elsewhere in this report.

The opinion of value expressed in this report is contingent upon the Certifications and Statement of Limiting Conditions page attached to this report. The acceptance of this appraisal assignment by the appraiser was not based on a requested minimum valuation, or the approval of the loan. The appraiser certifies that the compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event. This appraisal has been prepared to conform with the Uniform Standards of Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation. The appraiser has disclosed within this appraisal report steps taken that were necessary or appropriate to comply with the competency provision of the USPAP.

As per current FIRREA minimum appraisal standards, we **have** completed previous appraisals of single family residences in this area. An inspection of the appraised property, a study of pertinent factors, valuation trends, and the general neighborhood data led us to the conclusion that the market value, as of 01/22/2024, is:

\$140,000.00

It has been a pleasure to assist you. If we may be of further service to you in the future, please let us know.

Respectfully submitted,

Paul G Vidal, CREA
Louisiana Certified Residential Real Estate Appraiser #R1371
Metro Appraisal Services, LLC

LAND APPRAISAL REPORT

The purpose of this summary appraisal report is to provide the lender/client with an accurate and adequately supported opinion of the market value of the subject property.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: Lot H1-2 Montgomery St City: Mandeville State: LA ZIP: 70448
Borrower: City of Mandeville Owner of Public Record: David Rathe / Marie Rathe County: St. Tammany
Legal Description: PARCEL H1 SQ 90 & SQ 102 MANDEVILLE
Assessor's Parcel #: 58503 Tax Year: 2022 R.E. Taxes: 3,533
Neighborhood Name: Mandeville Map Reference: MLS-204 Census Tract: 0413.01
Special Assessments: 0 PUD Yes No HOA: \$ 0 Per Year Per Month
Property Rights Appraised: Fee Simple Leasehold Other (describe)
Assignment Type: Purchase Transaction Refinance Transaction Other (describe)
Lender/Client: City of Mandeville Address:

CONTRACT ANALYSIS

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
Contract Price \$: Date of Contract: Is the property seller the owner of public record? Yes No Data Sources
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Table with columns: Neighborhood Characteristics, One-Unit Housing Trends, One-Unit Housing, Present Land Use %. Includes rows for Location, Built-Up, Growth, Neighborhood Boundaries, and various quality indicators like Convenience to Employment, Shopping, etc.

Neighborhood Description: The subject property is located in Mandeville. It is close to many city amenities, schools, shopping, and places of worship. This neighborhood has experienced good demand, which is expected to continue.

Market Conditions (including support for the above conclusions): General Market conditions in the neighborhood are stable. Homes in this general area do require sellers to offer sales financing concessions to the market.

SITE DESCRIPTION

Dimensions: 1.22 Acres Area: 1.22 Acres Sq.Ft. Shape: Irregular View: N;Res;
Zoning Classification: R-1 Zoning Description: Single Family Residential
Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
Uses permitted under current zoning regulations: See Addendum
Highest & Best Use: Land as improved
Describe any improvements: None
Do present improvements conform to zoning? Yes No No improvements If No, explain:

Present use of subject site: Land as vacant Current or proposed ground rent? Yes No If Yes, \$
Topography: Wooded Size: Irregular Drainage: Run off/Typical
Corner Lot: Yes No Underground Utilities: Yes No Fenced: Yes No If Yes, type:
Special Flood Hazard Area: Yes No FEMA Flood Zone: AE FEMA Map #: 2202020431D FEMA Map Date: 05/16/2012

Table with columns: Utilities (Public, Other), Provider or Description, Off-site Improvements, Type/Description, Public, Other. Rows include Electricity, Gas, Water, Sanitary Sewer, Street Surface, Street Type/Influence, Curb/Gutter, Sidewalk, Street Lights (type), Alley.

Are the utilities and off-site improvements typical for the market? Yes No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe:
No apparent easements or encroachments were noted. Utility and drainage easements are typical and do not adversely affect the property. Flood zone information should be verified by a registered land surveyor. A Flood map has been provided in this appraisal report.

Site Comments: The subject is located in a favorable location of Mandeville and is close to all amenities.

LAND APPRAISAL REPORT

File No.: P01222439

Loan No.:

There are 0 comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0
 There were 0 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ 0 to \$ 0

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE # 1	COMPARABLE # 2	COMPARABLE # 3
Address	Lot H1-2 Montgomery St	Lot 99C Montgomery St	407 Carroll St	41 Carroll St
City/St/Zip	Mandeville, LA 70448	Mandeville, LA 70448	Mandeville, LA 70448	Mandeville, LA 70448
Proximity to Subject		1.05 miles NW	1.31 miles W	1.31 miles W
Data Sources	Inspection	GSREIN#2365727	COC#2927502	COC#2927502
Verification Sources	GSREIN/Clerk of Court	GSREIN/Clerk of Court	GSREIN/Clerk of Court	GSREIN/Clerk of Court
Sale Price	\$	\$ 115,126	\$ 355,000	\$ 355,000
Price/ acres	\$	\$ 14.19	\$ 12.63	\$ 12.63
Date of Sale (MO/DA/YR)		11/21/2022	01/17/2024	01/17/2024
Days on Market		1	0	0
Financing Type		Cash	Cash	Cash
Concessions		0	0	0
Location	N;Res;Trace	N;Res;Trace	N;Res;School +25,000	N;Res;School +25,000
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size Acre	1.22	8,111 +24,800	28,097 -237,900	28,097 -237,900
View	N;Res;Pond	N;Res;	0 N;Res;Pond	N;Res;Pond
Topography	Wooded	Wooded	Partially cleared	Partially cleared
Available Utilities	Typical for area	Typical for area	Typical for area	Typical for area
Street Frontage	61.21	84.60	105.5	105.5
Street Type	Asphalt	Asphalt	Asphalt	Asphalt
Water Influence	None	None	None	None
Fencing	None	None	None	None
Improvements	None	None	None	None
Net Adjustment (Total, in \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 24,800	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -212,900	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -212,900
Adjusted sales price of the		Net Adj. %	Net Adj. %	Net Adj. %
Comparable Sales (in \$)		Gross Adj. % \$ 139,926	Gross Adj. % \$ 142,100	Gross Adj. % \$ 142,100

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal. The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: GSREIN/Clerk of Court

The appraiser's research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: GSREIN/Clerk of Court

The appraiser's research did did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: GSREIN/Clerk of Court

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	\$	\$	\$	\$
	\$	\$	\$	\$

Subject property is currently listed for sale? Yes No Data Source:

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject property has been listed within the last 12 months? Yes No Data Source:

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: No prior sale for the subject in the past 36 months. No prior sales for comparables for the past 12 months.

Summary of the Sales Comparison Approach: The vacant land sites in this report are based off the usable/buildable land of estimated (10,000 sf). The vacant land comparables, comparables 1-3, being, located within zip 70448, were used in analysis because they were most similar in size to subject. The adjusted range is from \$135,626 to \$158,000 with a mean \$13.15/sf has been utilized in valuation analysis. The comparables utilized in this comparison are the best the appraiser could obtain in the subject's market area and in the appraiser's judgement, they are good reasonable indicators of value. Comparables 4 & 5 are cash sales that were sold in a package deal for \$710,000. These two sales were provided at the borrowers request. Equal weight has been made to all comparables in this report.

Reconciliation Comments: Both cost and market approaches to value were analyzed in this report, however, most consideration was given to the market approach to value. The income approach was not used because the area is primarily owner occupied. Estimated marketing time is between 0-3 months. See additional comments.

This appraisal is made "as is", or subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
 Opinion of Market Value: \$ 140,000 , as of: 01/22/2024 , which is the date of inspection and the effective date of this appraisal.

LAND APPRAISAL REPORT**PROJECT INFORMATION FOR PUDs (if applicable)**Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s): Detached: Attached:

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project: _____

Total number of phases: _____ Total number of units: _____ Total number of units sold: _____

Total number of units rented: _____ Total number of units for sale: _____ Data sources: _____

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion: _____Does the project contain any multi-dwelling units? Yes No Data Source: _____Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

*Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible results and/or reliable indicators of value for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining multiple transactions into one reported sale.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature: 
 Name: Paul G. Vidal
 Company Name: Metro Appraisal Services, LLC
 Company Address: 406 Red Gum Court
Madisonville, LA 70447
 Telephone Number: (985) 792-1589
 Email Address: paul@metapps.com
 Date of Signature and Report: 02/28/2024
 Effective Date of Appraisal: 01/22/2024
 State Certification #: R1371
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: LA
 Expiration Date of Certification or License: 12/31/2025
 ADDRESS OF PROPERTY APPRAISED
Lot H1-2 Montgomery St
Mandeville, LA 70448
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 140,000
 LENDER/CLIENT
 Name: No AMC
 Company Name: City of Mandeville
 Company Address: _____
 Email Address: _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature: _____
 Name: _____
 Company Name: _____
 Company Address: _____
 Telephone Number: _____
 Email Address: _____
 Date of Signature: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 SUBJECT PROPERTY
 Did not inspect subject property
 Did inspect exterior of subject property from at least the street
 Date of Inspection: _____
 COMPARABLE SALES
 Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection: _____

Supplemental Addendum

File No. P01222439

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						

Subject Property

The subject is a 1.22 acre parcel that has a drainage servitude that penetrates the majority of the property whereas only approximately 10,000 sf of usable buildable land noted. The drainage servitude flows southerly to the Castine Bayou and is considered wetlands according to the Wetlands Mapper contained within. The appraiser is not a wetlands specialist whereas if the exact amount of wetlands is to be determined, then a wetland determination official survey is recommended. If the wetlands determination discovers that wetlands is more and the subject has less approximated buildable land, then the appraiser preparing this report reserves the right to amend the report accordingly. The subject is flanked on the southern side by the St Tammany Trace. Access to the subject buildable site is done of the westelry side of the property going back south sout east.

Wetland Research

The subject has areas of wetlands noted on the parcel via National Wetlands Inventory website www.fws.gov. For this reason, land sales with wetlands impact have also been used in valuation of this report. The appraiser is not a wetlands specialist as the appraiser has utilized a national database for wetland observation. The appraiser recommends that a professional wetlands biologic surveyor properly determine if wetlands are an impact to the subject property.

Purpose

In accordance with your request, we have examined the above reference property, which is more fully described herein, and analyzed matters pertinent to the estimation of its market value. I made an inspection of the subject property on 01/22/2024. I have thoroughly studied all of the data pertinent to arrive at an estimate of market value of Fee Simple Interest in the subject property. The subject is assumed to be unencumbered by any restrictions, environmental hazards, easements, or servitudes that would negatively influence the value conclusion contained within this analysis. The subject is unimproved site in St. Tammany Parish in Mandeville, Louisiana. Total acreage is calculated at 1.22 according to Tax Assessor and Survey provided, **HOWEVER, THE BUILDABLE/USABLE LAND IS ESTIMATED TO BE 10,000 SF**. The appraiser has researched several lot sales within the subject area to determine a market value for the subject.

Scope of Work

The scope of the appraisal is defined as the extent of the purpose of collecting, confirming and reporting data. Data is collected and confirmed from the Clerk of Court Records, Multiple Listing Services, Published Data bases such as Deedfax, the appraiser's files and interviews with knowledgeable persons in local the local market. This data is then reported on the attached report in accordance with the Uniform Standards of Professional Appraisal Practice. The Analysis and Conclusion is written such that the reader, if generally knowledgeable in the appraisal process, should be able to follow the reasoning and judgment of the appraiser.

Extent to Which Property is Identified

I viewed and walked 2/3 of the subject property. I have relied on the St. Tammany Parish Tax Data Base and Louisiana Tax Commission for the legal description and owners of public record. The survey has been provided by the client listed herein.

Extent To Which the Property is Inspected

I have viewed the subject property on 01/22/2024 by walking 2/3 of the subject property gathering information pertinent for use in selecting comparable land sales.

Type and Extent of Data Research

In order to arrive at an opinion of the market value of the subject property. I researched data on comparable vacant land; confirmed all comparable sales information; and analyzed the information gathered in applying the comparison sales approach.

Type and Extent of Analysis Applied

The value opinions presented in this report are based upon review and analysis of the market conditions affecting vacant land and Highest and Best Use of vacant land in this area of St. Tammany Parish that are competitive properties, and sales data for similar vacant land properties.

Comparable Selection & Final Reconciliation

A thorough search was made to find comparables most similar to the subject property. The factors in determining the best comparables are as follows: Acreage and location in the subject's immediate market area. The comparables selected for this report are considered the best available indicators of the subject's value at the time of this assignment. The closed sales were carefully selected and are considered to be the most comparable and best indicators of value for the subject property. Final estimate is derived from the weighted gross adjustments of the comparables. Bracketed figures reflect a value range between (\$139,926) and (\$142,100). Final value for the subject property is **(\$140,000)** rounded. Landsquare footage in the subject's area has calculated at a mean \$13.15/sf and used in valuation of the appraisal report.

Format Explanation

This report format is a summarized report. The analysis is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standard of Professional Appraisal Practice for a summary report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting the documentation concerning the data, reasoning and analysis is retained in the appraisers file.

Real Property and Value Definition

"Market Value" is defined by the United States Treasury Department, Comptroller of the Currency 12 CFR part 34.43 (f) as, "The most probable price a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The Price represents the normal consideration for the property sold unaffected by special of creative financing or sales concessions granted by anyone associated with the sale.

Appraisal Process

The following pages contain a brief description of the subject property followed by a list of comparable properties considered within the analysis. Limiting Conditions of this report are contained in the addendum and should be considered in conjunction with this analysis. The appraisers Certification is also located within the addendum.

Intended User & Use

It is our understanding that this report will be used to evaluate market value of the subject as of the date of inspection. The report is to be utilized for the purpose to establish the market value of Fee Simple Interest of the subject property in order to determine "Fair Market Value" for vacant land.

Supplemental Addendum

File No. P01222439

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						

Market Value, as herein used, is defined as "the most probable price, in terms of money, which a property is expected to bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus".

Site & Neighborhood

The subject property is located in Mandeville. It is close to many city amenities, schools, shopping, and places of worship. This neighborhood has experienced good demand, which is expected to continue. The neighborhood consists of a mixture of spec and custom homes varying from one story ranch, traditional, cottage, Victorian, French and acadian. This mixture is the norm and all properties blend well in this setting.

The site is estimated to be 1.22. The appraiser is not aware of any wetland determinations made on the subject site. The subject neighborhood is not limited to restrictions. See Zoning and Permitted Uses.

Highest and Best Use

"Highest and Best Use" as defined in the Dictionary of Real Estate Appraisal, Fourth Edition, is as follows: "The reasonably, probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Implied in these definitions is that the determination of the highest and best use takes into account the contribution of a specific use to the community and community development goals. The subject site is considered to be a small vacant land site in Mandeville, St. Tammany south of Interstate 12. The aftermath of Hurricane Katrina has affected the cities and towns of St Tammany/Tangipahoa Parish. Western St Tammany and Tangipahoa had a spike in population due to the damage caused by the hurricane south of Lake Pontchartrain. The majority of the population increase has occurred in Tangipahoa Parish. This has resulted in a push northward for home sites. As migration continues to expand in these areas north and north west of Lake Pontchartrain, the demand for home sites and country style living will expand north also. With large population movement north of the lake should stimulate local business communities expanding job growth throughout the parish. The subject site is zoned. This type of Zoning will be explained furthermore in report.

Reasonable Exposure Time

Exposure time is always presumed to precede the effective date of the appraisal. It is the estimated length of time the property would have been offered on the market, prior to the hypothetical sale, at the appraised value, on the effective date of the appraisal. It is a retrospective estimate based on an analysis of past events assuming a competitive and open market. This includes not only adequate, sufficient and reasonable time, but adequate, sufficient and reasonable effort. It is often expressed as a range and is based on the following:

1. Statistical information about days on the market, most commonly obtained from the local Multiple Listing Service.
2. Information gathered through sales verification.
3. Interviews with market participants.

Under current market conditions, the reasonable exposure time for the subject property is approximately three to six months. This is based on the analyses of current market trends in the general area and takes into account the size, condition and price range of the subject property and surrounding area. It presupposes that the listed price would be at or near the appraised value. It also assumes aggressive professional marketing by reputable local real estate offices.

Comparables Sales Analysis

Comparables sales were collected and analyzed to estimate the market value of the subject. Sales of vacant sites in the surrounding area were utilized. This is taken into consideration in the final estimate of value. These land values are considered to be reliable and good indicators of value. The subject is located in a rural area with vacant sites available.

Flood Zone Description

Flood Zones "C", "B", and "X" are not considered Flood Hazard Areas by FEMA. Flood zones "A", "A#", or "V" or "V#" are considered areas of Flood Hazard. Flood insurance is required for areas of Flood Hazard. "C" and "X" are interchangeable. The appraiser always defers to a qualified surveyor's estimate of flood elevation. Flood determination information is derived from FEMA maps and online data services. The appraiser is not a licensed surveyor or similarly qualified party. **Flood elevations cannot be guaranteed and are merely provided as estimates.** One should realize also that the different flood zones are governmental definitions of elevation and do not guarantee degrees of inundation in potential flood situations.

Adverse Environmental Conditions

The appraiser has not been informed, nor has the appraiser any knowledge of the existence of any environmental or health impediment which, if known, could have a negative impact on the market value of the subject property. The valuation contained herein is not valid if any hazardous items are found in the subject property and not stated within the appraisal report, including but not limited to: urea-formaldehyde foam insulation, radon gas, adverse asbestos products, lead or lead based products, toxic waste contaminants. The detection of these materials is beyond the qualifications of the appraiser, and beyond the scope of this appraisal. The appraiser was not aware of, nor was he made aware of, the presence of toxic waste and/or hazardous material, contaminated soil, and/or land fill(s) in, on, or located near the subject property.

Digital Signatures

The signature(s) affixed to this report were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts and opinions found in this report. These signatures were applied using a password, and they digitally secured to the report from any changes and alterations. hence, these signatures have the same validity as a hand written signature. This comment does not apply if the signature(s) are hand written. According to Section 3406 of the Louisiana Appraisal Law, Signatures are to be labeled Louisiana Certified Residential Real Estate Appraiser R1371 and labeled herein.

Privacy Notice:

Pursuant to the Graham-Leach-Bliley Act of 1999, effective July 1, 1999, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the policy of the client non-public personal information. This appraisal report may contain data that is confidential, proprietary or "non-public personal information," as that term is defined in the Gramm-Leach-Bliley Act (collectively, "Confidential Information"). The Confidential Information is disclosed conditioned upon your agreement that you will treat it confidentially and in accordance with applicable law, ensure that such data isn't used or disclosed except for the limited purpose for which it's being provided and will notify and cooperate with us regarding any requested or unauthorized disclosure or use of any Confidential Information. By accepting and reviewing the Confidential Information you agree to indemnify us against any losses or expenses, including attorney's fees that we may incur as a result of any unauthorized use or disclosure of this data due to your acts or omissions. If a party other than the intended recipient receives this e-mail, you are requested to instantly notify us of the erroneous delivery and return to us all data so delivered.

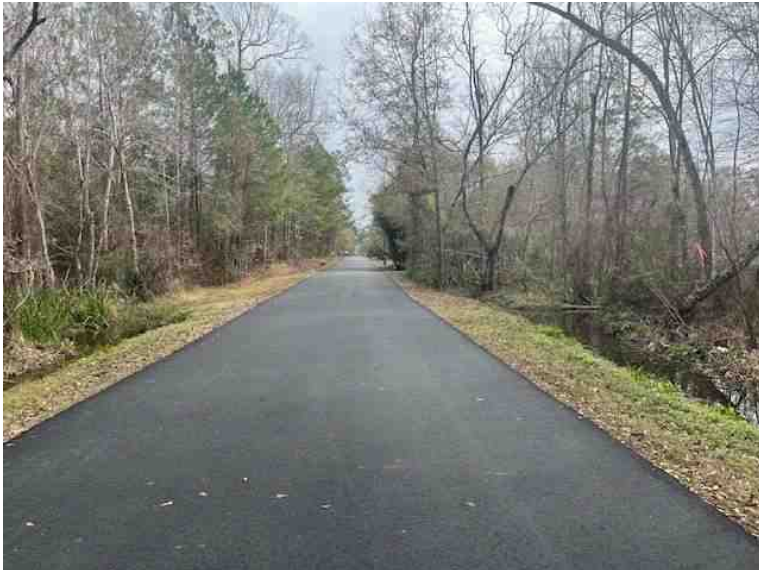
Subject Photo Page

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						



Subject Front

Lot H1-2 Montgomery St
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location N;Res;Trace
View N;Res;Pond
Site 1.22
Quality
Age



Subject Street



Subject Street

Photograph Addendum

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						



Subject Property



Subject Property (north view)



Subject Property (south east view)



Trace

Appraisal Independence Certification

Subject Property Address

Lot H1-2 Montgomery St
 Mandeville, LA 70448

Legal Description

PARCEL H1 SQ 90 & SQ 102 MANDEVILLE

Effective Date of Appraisal: 01/22/2024
 File Number: P01222439

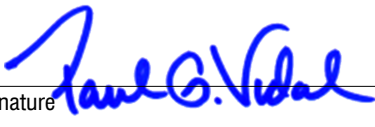
a la mode, inc., certifies that the ordering and delivery of the above referenced appraisal report, the ("REPORT"), was completed using the proprietary workflow and policies of the Mercury Network vendor management platform. The following specific features were used for this order.

- Intelligent Appraiser Selection System (ISS) was used to automatically select the appraiser from either the complete Mercury Network appraiser pool or a custom lender built fee panel.
- Double-Blind communication was enabled which restricts free-form communication between the appraiser and person placing the order. All status messages are restricted to pre-written, system supplied text. The identity of the appraiser is concealed until the appraisal is delivered.

The undersigned appraiser(s) responsible for preparing the above referenced appraisal report hereby certify that the report was completed and the opinion of value developed in accordance with USPAP standards; And, at no time did any employee, director, officer, or agent of the lender, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the lender, influence or attempt to influence the development, reporting, result, or review of the REPORT.

The appraiser(s) further certify that at no time were they provided with or informed of any estimate regarding the Subject Property's value including but not limited to a borrower estimate of value, proposed loan amount, or loan to value ratio (LTV), except in the case of purchase transactions where according to USPAP Standards Rule 1-5(a) the appraiser is required to analyze all agreements of sale, options, and listings of the subject property as of the effective date of the appraisal.

a la mode, inc. is not a party to this agreement and does not have any obligations with respect to the certifications made by the appraiser(s). Any claims or disputes based on this certification are between the appraiser(s) and the recipient of the certification.

<p>Appraiser</p> <div style="text-align: center;">  </div> <p>Signature _____</p> <p>Paul G. Vidal Appraiser</p> <p>406 Red Gum Court Madisonville, LA 70447</p> <p>R1371 License or Certification #</p> <p>02/28/2024 Date of Report/Signature</p>	<p>Supervisory Appraiser (if required) or Co-Appraiser (if applicable)</p> <p>Signature _____</p> <p>Supervisory or Co-Appraiser</p> <p>License or Certification #</p> <p>Date of Signature</p>
---	--

USPAP ADDENDUM

File No. P01222439

Borrower	City of Mandeville		
Property Address	Lot H1-2 Montgomery St		
City	Mandeville	County	St. Tammany
		State	LA
		Zip Code	70448
Lender	City of Mandeville		

This report was prepared under the following USPAP reporting option:

- Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Rules under Reg Z are requiring the appraisal to include a signed certificate by the appraiser that states. The appraisal was prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice. Additionally, Reg Z will also require a signed certification that The appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended (12 U.S.C 3331 et seq.) and any implementing regulations.

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: See Attached Addendum
Exposure time is always presumed to precede the effective date of the appraisal. It is the estimated length of time the property would have been offered on the market, prior to the hypothetical sale, at the appraised value, on the effective date of the appraisal. It is a retrospective estimate based on an analysis of past events assuming a competitive and open market. This includes not only adequate, sufficient and reasonable time, but adequate, sufficient and reasonable effort. The reasonable exposure period is a function of price, time, and use, not an isolated opinion of time alone.

Additional Certifications

I certify that, to the best of my knowledge and belief:

- I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

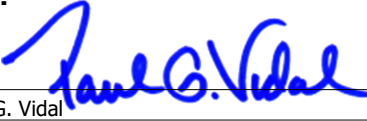
Additional Comments

This report is a Restricted appraisal. One approach to value were considered in completing this appraisal assignment. The value stated in this report is based heavily on the market approach to value. The cost approach was also considered in estimating the value of the subject. The income approach was not considered since this property is not an income producing property.

I certify that, to the best of my knowledge that the statements of fact contained in this report are true and correct. The analyses, opinions, and conclusions are limited only by the reported assumptions and limited conditions, and are my personal un-biased professional analyses, opinions, and conclusions. I have no present or contemplated interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

This appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended (12 U.S.C 331 et seq)

APPRAISER:

Signature: 
Name: Paul G. Vidal
Date Signed: 02/28/2024
State Certification #: R1371
or State License #: _____
State: LA
Expiration Date of Certification or License: 12/31/2025
Effective Date of Appraisal: 01/22/2024

SUPERVISORY APPRAISER: (only if required)

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____
Supervisory Appraiser Inspection of Subject Property:
 Did Not Exterior-only from Street Interior and Exterior

R1371

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						

Louisiana Real Estate Appraisers Board

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

Certified Residential Appraiser

license is hereby granted to

Paul G. Vidal

License Number - APR.01371-CRA

First Issuance Date - 01/01/2024

Expiration Date - 12/31/2025

F. Tracy Wilkinson

Chairperson

Terry L. Meyer

Secretary



Marshall & Swift

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						



Product Certificate

Certification # 2611759

This Certificate Verifies That

Paul Vidal

Valued Customer Since : 2007

Is Hereby Licensed to Use These Marshall & Swift Products Until the Expiration Date Listed

Product License(s)	Valid Thru	Cost Certification(s)	Valid Thru	Credit Hours
Residential Cost Handbook	06/01/2021			



Steve Brewer, Executive, Insurance & Spatial



Alberto Negron, Professional, Client Training

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E & O

Borrower	City of Mandeville				
Property Address	Lot H1-2 Montgomery St				
City	Mandeville	County	St. Tammany	State	LA Zip Code 70448
Lender/Client	David Rathe				



Real Estate Agents
Errors and Omissions Policy

Declarations

Agency	Branch	Prefix	Policy Number
078990	969	REO	27613056623

Insurance is provided by
Continental Casualty Company,
151 North Franklin Street, Chicago, IL 60606
A Stock Insurance Company.
HEREIN CALLED WE, US, OR OUR.

1. NAMED INSURED AND MAILING ADDRESS:

Metro Appraisal Services, LLC
406 Red Gum Court
Madisonville, LA 70447

NOTICE TO POLICYHOLDERS:
The Errors and Omissions Liability coverage
afforded by this policy is on a Claims Made
basis. Please review the policy carefully
and discuss this coverage with **your**
insurance agent or broker.

2. POLICY PERIOD: Inception: 08/17/2023 Expiration: 08/17/2024
at 12:01 A.M. Standard time at your address shown above.

3. FIRST COVERAGE DATE: 08/17/2005
is the effective date of the first policy issued and continuously renewed by us.

4. DEDUCTIBLE
\$2,500 Deductible per claim (including claim expenses)

5. LIMIT OF LIABILITY
\$1,000,000 is the maximum we will pay for all claims during this policy term

6. PREMIUM	\$2,853
Total Premium:	\$2,853.00

Total Premium INSTALLMENT PAYMENT SCHEDULE

\$1,141.00	Due	08/25/2023
\$856.00	Due	11/15/2023
\$856.00	Due	02/13/2024

7. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-44533-A (05/89) Real Estate Agents Errors and Omissions Liability Policy

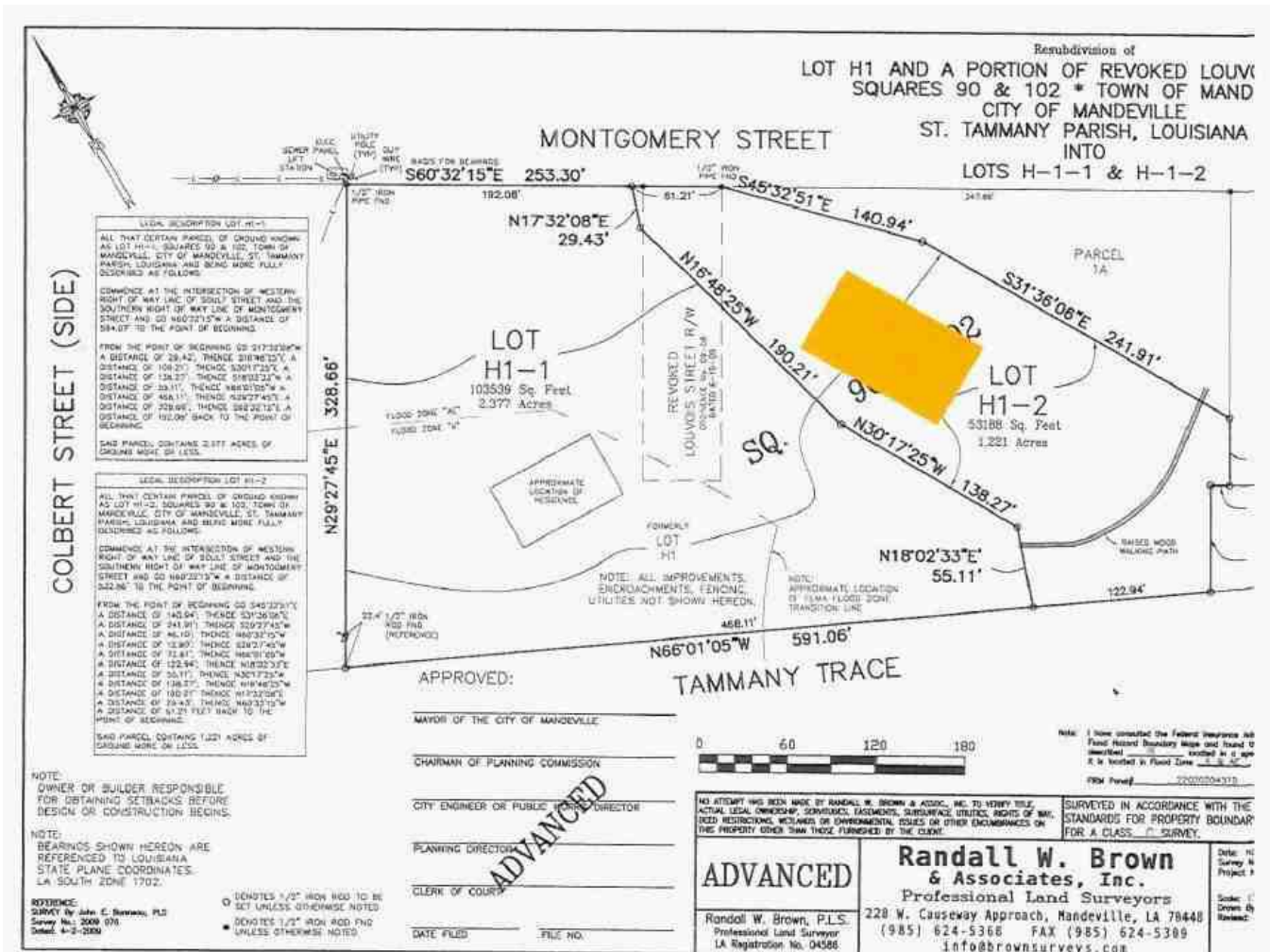
G-44533-B

I - 1328633 B - 024208

Kathleen W. Curry
Countersigned by Authorized Representative

Survey

Borrower	City of Mandeville			
Property Address	Lot H1-2 Montgomery St			
City	Mandeville	County St. Tammany	State LA	Zip Code 70448
Lender/Client	David Rathe			



Zoning

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						

CITY OF MANDEVILLE
GEOGRAPHIC INFORMATION SYSTEM

MAP LAYERS

- Address Point
- Lots
- Parcels
- Historic District Structures
- Buildings
- Squares
- Drainage Overlay District and Fill Sub-Area
- Lakefront Overlay
- Gateway Overlay
- Historic District
- Land Use
- Zoning
- Elevation & Geodetic
- FEMA Floodplain
- World Imagery

SEARCH: USE DROPDOWN FOR SEARCH OPTIONS

ZONING INFORMATION

ZONING CLASS	R-1
ZONING DESCRIPTION	SINGLE FAMILY RESIDENTIAL DISTRICT
ZONING CASE	N/A
ZONING ORDINANCE	N/A

LEGEND

Planning & Development

Buildings

Zoning

- R-1
- R1X50
- R1X53
- R1X60
- R1X72
- R1X75
- R1X80
- R1X8A
- R-2
- O/R
- B-1
- B-2
- B-3

Selected features: 1

Taxes

Borrower	City of Mandeville		
Property Address	Lot H1-2 Montgomery St		
City	Mandeville	County	St. Tammany
		State	LA
		Zip Code	70448
Lender/Client	David Rathe		

Owner Information

Owner Name:	Rathe David J	Tax Billing Zip:	70448
Owner Name 2:	Rathe Marie D	Tax Billing Zip+4:	5458
Mailing Address:	1124 Montgomery St	Owner Occupied:	0
Tax Billing City & State:	Mandeville La		

Location Information

School District Name:	St. Tammany County School Dist	Carrier Route:	C005
Census Tract:	041301	Subdivision:	Mandeville Town Of
		Township:	Mandeville

Estimated Value

RealAVM™:	\$590,700	Value As Of:	01/08/2024
Estimated Value Range High:	\$655,900	Confidence Score:	77
Estimated Value Range Low:	\$525,400	Forecast Standard Deviation:	11

(1) RealAVM™ is a CompuStat® derived value and should not be used in lieu of an appraisal.
 (2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 60 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data and/or limited similarity of the subject property to comparable sales.
 (3) The PSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The PSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The PSD can be used to create confidence that the true value has a statistical degree of certainty.

Tax Information

Tax Bill Number:	58503	Block #:	102
% Improved:	69	Exemptions:	Homestead
Tax Area:	14	Tax Appraisal Area:	14
Lot #:	1A		

Legal Description: PARCEL H1 SQ 90 & SQ 102 MANDEVILLE CB 1105 884 CB 1171 467 CB 1374 569

Assessment & Taxes

Assessment Year	2022	2021	2020
Assessed Value - Total	\$32,265	\$32,265	\$32,265
Assessed Value - Land	\$10,000	\$10,000	\$10,000
Assessed Value - Improved	\$22,265	\$22,265	\$22,265
YOY Assessed Change (\$)	\$	\$	
YOY Assessed Change (%)	0%	0%	
Market Value - Total	\$322,650	\$322,650	\$322,650
Market Value - Land	\$100,000	\$100,000	\$100,000
Market Value - Improved	\$222,650	\$222,650	\$222,650
Tax Year:	2022	2021	2020
Total Tax	\$3,532.56	\$3,528.10	\$3,524.64
Change (\$)	\$4	\$3	
Change (%)	0%	0%	

Characteristics

Land Use - County:	Single Family Residence	# of Buildings:	1
Land Use - Universal:	Sfr	Building Type:	Residential
Lot Acres:	3.598	Building Sq Ft:	2,803
Lot Acres:	3.598	Year Built:	1985

Last Market Sale

Owner Name 1:	Rathe David J	Document Number:	1374-569
Owner Name 2:	Rathe Marie D	Deed Type:	Deed (Reg)
Seller:	Owner Record		

Wetlands

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						

National Wetlands Inventory
surface waters and wetlands

ABOUT GET DATA PRINT FIND LOCATION

BASEMAPS >

- STREETS
- SATELLITE
- HYBRID
- TOPO
- TERRAIN
- GRAY
- OPEN STREET MAP
- NATGEO
- USGS TOPO
- NAT'L MAP

MAP LAYERS >

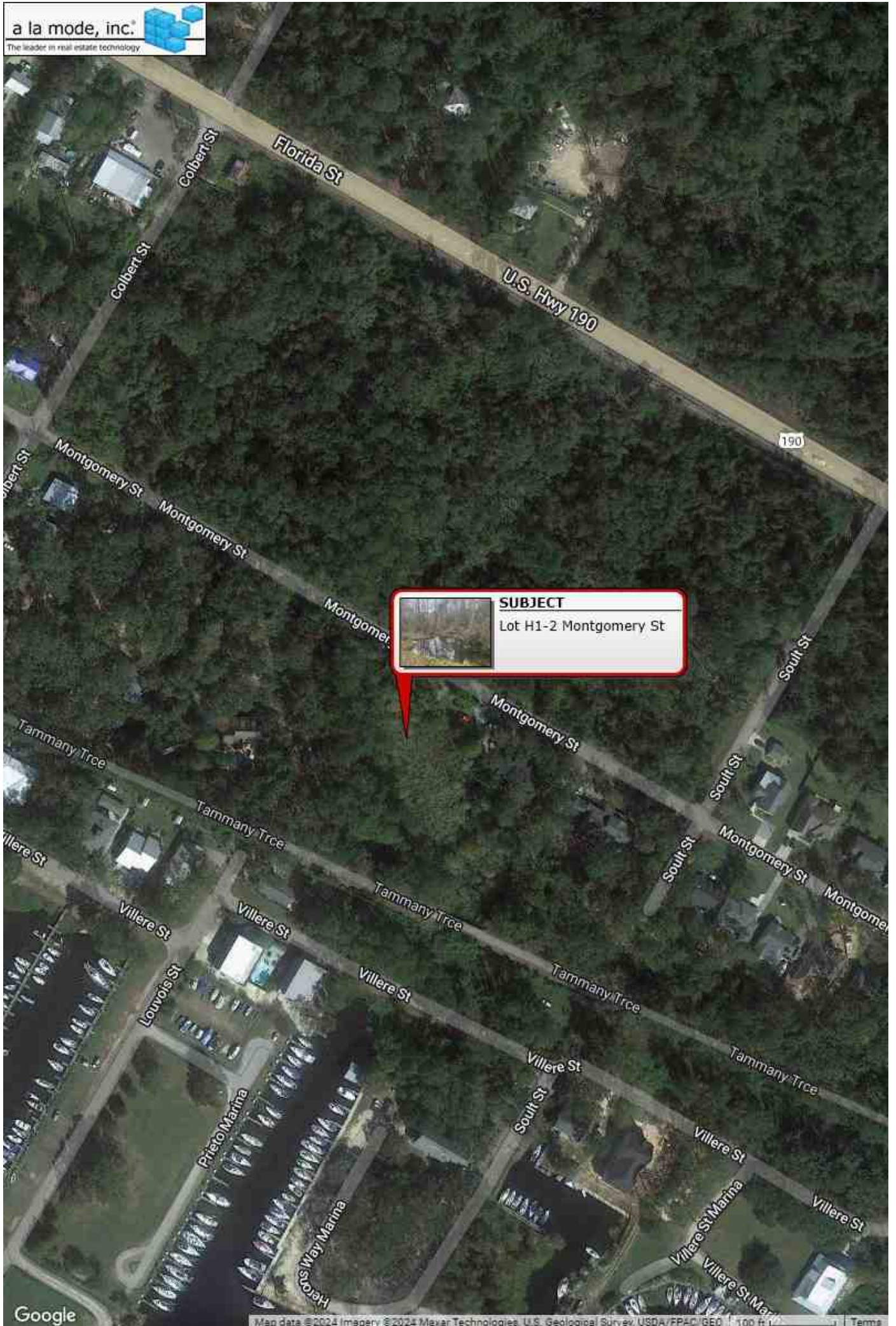
- Wetlands
- Riparian
- Riparian Mapping Areas
- Data Source
 - Source Type
 - Image Scale
 - Image Year
- Areas of Interest
- FWS Managed Lands

1:2,257
30.355 | -90.045

U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov | Maxar, Micro...
POWERED BY esri

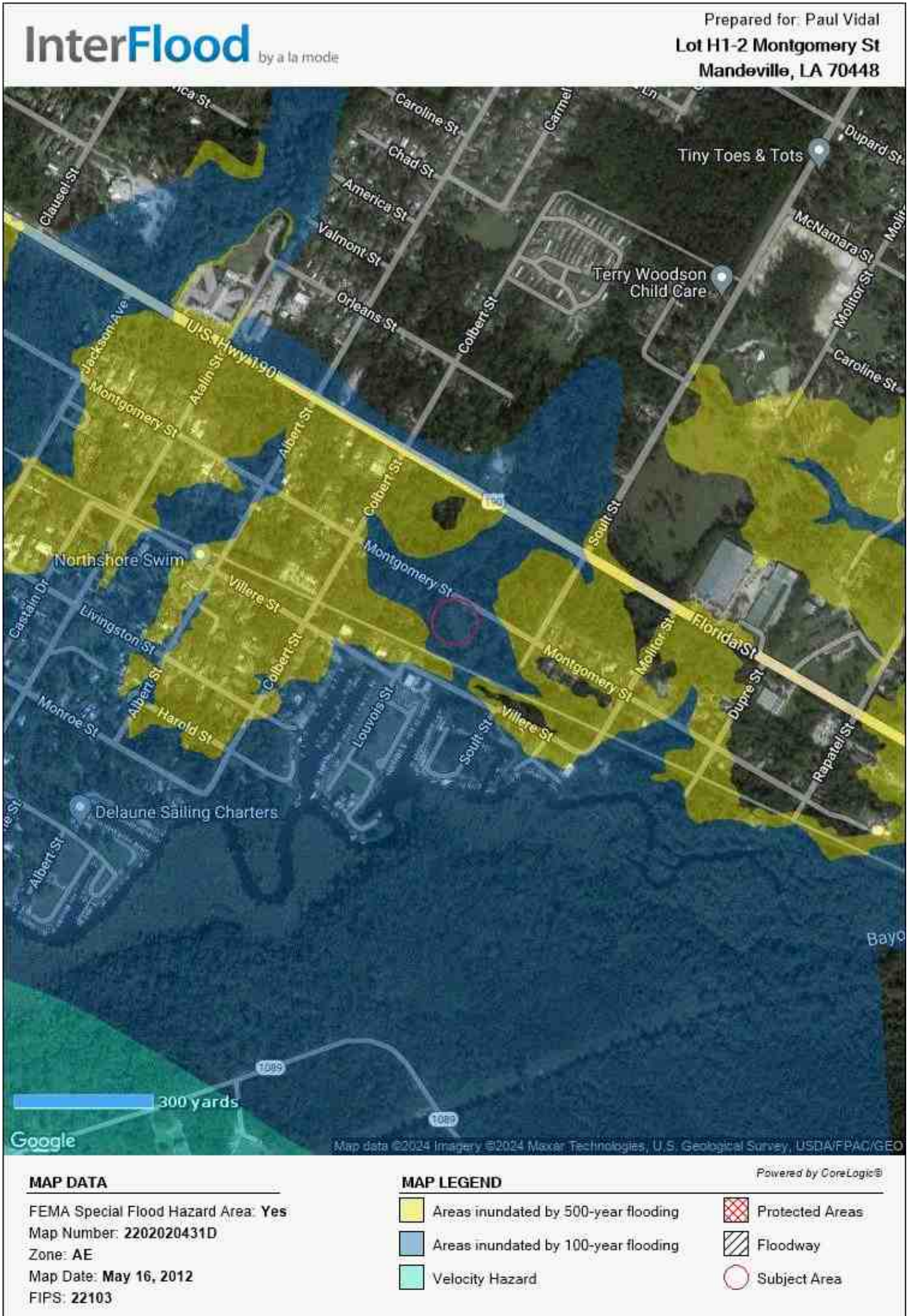
Location Map

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						



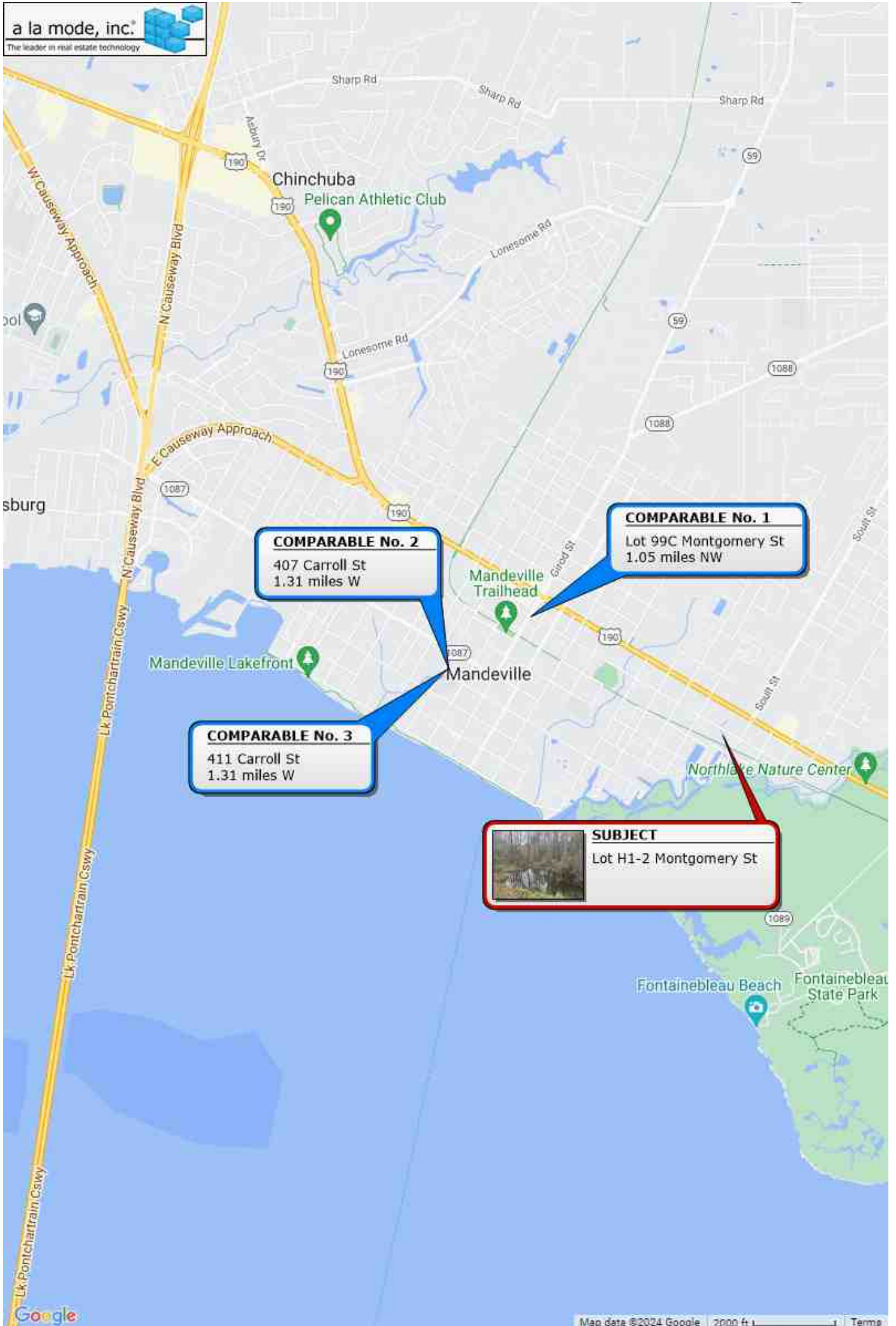
Flood Map

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						



Location Map

Borrower	City of Mandeville						
Property Address	Lot H1-2 Montgomery St						
City	Mandeville	County	St. Tammany	State	LA	Zip Code	70448
Lender/Client	David Rathe						



THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 2 TO THE PAVEMENT MARKINGS, INC PROFESSIONAL SERVICES AGREEMENT TO EXTEND THE CONTRACT PERIOD FOR AN ADDITIONAL YEAR AND INCREASE THE MAXIMUM CONTRACT LIMIT FOR THE 2022 STRIPING MAINTENANCE PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City of Mandeville and Pavement Markings, LLC entered into a professional services agreement with on July 20, 2022;

WHEREAS the Agreement expires on July 07, 2024, which needs to be extended for Pavement Markings, LLC to continue performing the striping work remaining under the existing issued task orders in addition to performing additional future work as needed per the City’s request;

WHEREAS the parties now desire to further amend the original Agreement by executing Amendment No. 2, also called “Change Order No. 2” to add an additional year for Pavement Markings, LLC. to continue services until July 20, 2025 with the option of yearly renewals for a total of 3 calendar years, in addition to an increase in the maximum contract aggregate limit by \$150,000 ; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mandeville hereby authorizes the mayor to execute Amendment No. 2, also called “Change Order No. 2” to the original Professional Services Agreement between the City of Mandeville and Pavement Markings LLC., attached hereto and made a part of this resolution hereto.

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

- AYES:
- NAYS:
- ABSENT:
- ABSTENTIONS:

and the Resolution was declared adopted this ___ th day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

May 30, 2024

City of Mandeville
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
Attn: Keith LaGrange, Director

Re: 2022 Striping Maintenance Contract
City Project No. 700.22.002
Maintenance Contract Increase in Contract Value & Time Extension

Dear Mr. LaGrange,

It is our opinion that the current Maintenance Contractor for the above referenced project, Pavement Markings, Inc, continue holding the 2022 Striping Maintenance Contract and extend the contract period for an additional year until 07/20/2025 in lieu of re-advertisement. With the rising costs of construction materials, the existing pricing is favorable to the City. The contractor has agreed to hold his existing pricing.

Since the contract's inception, there have been three task orders issued with a total Not to Exceed amount of \$285,000.00 out of the \$300,000.00 maximum contract aggregate limit. It is also our opinion that the existing maximum contract limit be increased by \$150,000.00 from the existing maximum limit of \$300,000.00 to \$450,000.00. The increase in contract cost and contract time extension will allow the contractor to continue performing the striping work remaining under the existing issued task orders in addition to performing additional future work as needed per the City's request and proposed in the FY '25 budgeting. The scope of work associated with the restriping of Lakeshore Drive is under consideration to be added to this contract.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'D. LeBreton, Jr.' with a stylized flourish at the end.

David G. LeBreton, Jr., P.E., PTOE, PTP
Vice President

Attachments: Change Order #2

**SECTION 00650
CHANGE ORDER**

No. 2

Date of Issuance: 05/14/2024 Effective Date: _____

Owner: City of Mandeville	Owner's Project No.: 700.22.002
Contract: 2022 Striping Maintenance Contract	Date of Contract: 07/20/2022
Contractor: Pavement Markings, LLC.	Engineer's Project No.: 576-2003.04

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

Description: Additional contract cost and extend contract duration to perform additional striping work per the City's request.

Add an additional \$150,000.00 to the contract aggregate limit and extend contract time by one (1) calendar year until 7/20/2025.

Attachments (list documents supporting change):

City Engineer Concurrence Letter

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Aggregate Limit:

\$300,000.00

Increase from previously approved Change Orders: N/A

Contract Price prior to this Change Order:

\$300,000.00

Increase of this Change Order:

\$150,000.00

Contract Price incorporating this Change Order:

\$450,000.00

Original Contract

Times:

Original Contract Expiration: 07/20/23

Duration: 1 calendar year with the option to renew annually, up to three years

Increase from previously approved Change Orders:

Change Order 1: Increased contract time by 1 calendar year. Contract expiration went from 07/20/23 to 07/20/24.

Contract Times prior to this Change Order:

2 calendar years

Increase of this Change Order: 1 calendar year

Contract expiration change from 07/20/24 to 07/20/25

Contract Times with all approved Change Orders:

3 calendar years total (with no further option to renew for additional calendar years in 2025)

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized)

Date: _____

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 2 TO THE NEEL-SCHAFFER, INC PROFESSIONAL SERVICES AGREEMENT FOR WORK PERFORMED ABOVE AND BEYOND THE ORIGINAL SCOPE OF THE US 190 STREETScape & ACCESS MANAGEMENT PROJECT AT THE REQUEST OF LADOTD AND EXTENDING THE CONTRACT FOR ONE YEAR AND OTHER MATTERS CONNECTED THEREWITH.

WHEREAS the City of Mandeville and Neel-Schaffer, Inc. entered into a professional services agreement on July 16, 2021, to provide a Traffic Engineering and Safety Study and a Stage 0 Feasibility Study for a project improving the safety and aesthetics along US 190 between Carondelet St. and Jackson Ave. as well as providing smoother traffic flow through the area as specified by the Department of Public Works;

WHEREAS the original Agreement has a duration of two years (2) from the Effective Date of July 16, 2021, 2021, which was then extended with additional scope by Amendment No. 1 for an additional year from the original contract expiration date to a new expiration date of July 16, 2024; and

WHEREAS the parties now desire to further amend the original Agreement to add an additional year for Neel-Schaffer, Inc. to continue services of the Agreement for the US 190 Streetscape & Access Management Project; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mandeville hereby authorizes the mayor to execute Amendment No. 2 to the original Professional Services Agreement between the City of Mandeville and Neel-Schaffer Inc., attached hereto and made a part of this resolution hereto.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
NEEL-SCHAFFER, INC.**

**US 190 STREETScape & ACCESS MANAGEMENT PROJECT
LADOTD STAGE 0 / TRAFFIC STUDY
CITY OF MANDEVILLE PROJ. NO. 700.21.015
CITY OF MANDEVILLE CONTRACT NO. C20210629**

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Neel-Schaffer, Inc., represented by William D. Lancaster, P.E., Agent/Officer (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on July 16, 2021 (the “**Agreement**”) to provide a Traffic Engineering and Safety Study and a Stage 0 Feasibility Study for a project improving the safety and aesthetics along US 190 between Carondelet St. and Jackson Ave as well as providing smoother traffic flow through the area as specified by the Department of Public Works;

WHEREAS, the Original Agreement had a duration of (2) years from the Effective Date of July 16, 2021, that then had its duration extended with additional scope by Amendment No. 1 for (1) additional year from the original contract expiration date of July 16, 2023, to a new expiration date of July 16, 2024;

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the US 190 Streetscape & Access Management Project;

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

- A. SERVICES:** The following traffic study services are added to the Consultant Scope of Work for the **US 190 Streetscape & Access Management Project**:
1. None.

B. COMPENSATION:

1. Fees Added for US 190 Streetscape & Access Management Project.

No fees are added to the Consultant’s compensation for the services in the Agreement.

Task			Original Fee	Amendment No. 1	Amendment No. 2	Total Fee
IA	Traffic Engineering & Safety Study	Hourly NTE	\$157,970.00	\$48,737.50	\$0.00	\$206,707.50
IB	Traffic Data Collection	NTE	\$22,250.00	\$2,380.00	\$0.00	\$24,630.00
II	Stage 0 Feasibility Study	Hourly NTE	\$210,961.80	-	\$0.00	\$210,961.80
Direct Expenses		NTE	\$8,818.20	-	\$0.00	\$8,818.20
Total			\$400,000.00	\$51,117.50	\$0.00	\$451,117.50

2. Maximum Amount. The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$0.00** for a not to exceed amount of **\$451,117.50**. The City’s obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE

1. Contract duration shall be extended for one (1) additional year from the end of the previously amended contract date (July 16, 2024) to a new date of July 16, 2025, for the continuation of previous work requested by LADOTD beyond original scope.

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

E. NON – SOLICITATION STATEMENT: The Consultant swears that it has not

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

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

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

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this ____ day of _____, 2024.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEEL-SCHAFFER, INC.

BY: _____
WILLIAM D. LANCASTER, P.E., AGENT/OFFICER

CORPORATE TAX I.D. _____

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE FONTAINEBLEAU STATE PARK FORCE MAIN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER, LA CONTRACTING ENTERPRISE, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS the City of Mandeville advertised for bids for the Fontainebleau State Park Force Main project, which were opened and publicly read on March 1, 2024;

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

WHEREAS Digital Engineering & Imaging, Inc., as the engineer professional, has reviewed the bids on the above referenced project. The lowest bidder was LA Contracting Enterprise, LLC. Based upon the Revised Statutes under which the City operates, the engineer professional recommends awarding the contract to LA Contracting Enterprise, LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of June 2024 acting pursuant to the recommendation of the Project’s design professional, that the base bid in the amount of \$413,500 be accepted from LA Contracting Enterprise, LLC.

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and LA Contracting Enterprise, LLC, attached hereto and made a part of this resolution hereto. **With the above resolution having been properly introduced and duly seconded, the vote was as follows:**

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

May 14, 2024

Ms. RuthAnn Chadwick
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

Re: Fontainebleau State Park Force Main Project
Bid Recommendation Letter
COM Project No.: 212.23.009
A/E Project No.: 2101A17

Dear Ms. RuthAnn:

Please allow this letter to serve as our Bid Recommendation Letter for Fontainebleau State Park Force Main project. The bids for this project were opened and publicly read on Wednesday, March 1st, 2024. The one bid received has been evaluated by our office for accuracy and completeness. The bid has met all the bidding requirements set forth in the bidding documents. LA Contracting Enterprise, LLC was the lowest responsive bidder, and is currently a licensed contractor in good standing in the State of Louisiana for this project. It should be noted this project received funding through a Water Sector Program (WSP) grant which typically requires a minimum of two bidders. A request has been made on behalf of the City to the Office of Community Development – Local Government Assistance (OCD-LGA) office requesting the City be allowed to award this contract on a non-competitive procurement basis. Pending sufficient funds by the City of Mandeville, and contingent on the approval of the non-competitive procurement request by the OCD-LGA office, Digital Engineering recommends the award of the contract to LA Contracting Enterprise, LLC.

Sincerely,
DIGITAL ENGINEERING & IMAGING INC.

Buster Lyons, P.E.

Buster Lyons, P.E.
Project Manager

CERTIFIED BID TABULATION
 CITY OF MANDEVILLE
 FONTAINEBLEAU STATE PARK FORCE MAIN PROJECT
 C.O.M. PROJECT NO.: 212.23.009
 A/E PROJECT NO.: 2101A17
 BID DATE: MAY 1, 2024

Ref No.	Item Description	Quantity	Unit	LA Contracting Enterprise, LLC	
				Unit Price	Total Price
1	Mobilization	1	LS	\$ 37,071.00	\$ 37,071.00
2	Pre-Construction Video Survey	1	LS	\$ 2,500.00	\$ 2,500.00
3	Traffic Control	1	LS	\$ 5,800.00	\$ 5,800.00
4	Site Restoration	1	LS	\$ 9,400.00	\$ 9,400.00
5	Removal of Asphaltic Concrete Pavement (Full Depth)	18	SY	\$ 121.00	\$ 2,178.00
6	Removal of Portland Cement Concrete Pavement	108	SY	\$ 90.00	\$ 9,720.00
7	Portland Cement Concrete Pavement (6" Thick)	108	SY	\$ 187.00	\$ 20,196.00
8	Asphalt Pavement (12" Thick)	18	SY	\$ 500.00	\$ 9,000.00
9	Force Main (8" HDPE DR11) HDD	335	LF	\$ 201.00	\$ 67,335.00
10	Force Main (6" PVC C900 SDR35)	31	LF	\$ 1,100.00	\$ 34,100.00
11	Ductile Iron Fittings	550	LBS	\$ 16.00	\$ 8,800.00
12	HDPE - MJ Couplings	2	EA	\$ 700.00	\$ 1,400.00
13	Removal of Existing 6" D.I.P. Force Main	1	LS	\$ 206,000.00	\$ 206,000.00
				Base Bid:	\$ 413,500.00

Digital Engineering & Imaging Inc.
 By:

Buster Lyons, P.E.

Buster Lyons, P.E.
 Date: May 14, 2024

Notes:

- 1) The Engineer's Opinion of Probable Construction Cost prepared by Principal Engineering, Inc. was \$252,280.10
- 2) LA Contracting Enterprise, LLC was the lowest responsive bidder. Only one bid was received.



**SECTION 00520
AGREEMENT**

THIS AGREEMENT is by and between City of Mandeville (“Owner”) and
LA Contracting Enterprise, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents which are incorporated and made a part of this agreement by reference. The Work is generally described as follows:

Remove existing timber piling and deteriorated wooden structure. Construct new timber piling and structure. Construct new concrete sidewalk. Perform all supporting items of work as required to complete the scope described in the plans and specifications.

ARTICLE 2 – THE PROJECT

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

FONTAINBLEAU STATE PARK FORCE MAIN
A/E Project No. 2101A17
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed to complete the project in accordance with the Contract Documents up to the original contract sum of \$ 413,500.00.
- B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No minimum contract value is guaranteed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. Retainage: 10% Contract Value: \$0 - \$499,999
 5% Contract Value: \$500,000 and over

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-9, inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-2, inclusive).
 - 3. Payment bond (pages 00610-3 to 00610-5, inclusive).
 - 4. General Conditions (pages 00700-i to 00700-59, inclusive).
 - 5. Supplementary Conditions (pages 00800-1 to 00800-11, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Coastal Use Permit Authorization (Appendix A, inclusive).
 - 8. Drawings consisting of 7 sheets with each sheet bearing the following general title:
FONTAINBLEAU STATE PARK FORCE MAIN
 - 9. Addenda (numbers 1 to 5, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to

establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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

10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal

proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.10 *Taxes and Licenses*

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

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

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

OWNER:

City of Mandeville

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Digital Engineering & Imaging, Inc.

3500 U.S. 190, Suite 201

Mandeville, LA 70471

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

Office of Community Development
State of Louisiana
Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

May 23, 2024

Honorable Clay Madden
Mayor, City of Mandeville
3101 East Causeway Approach
Mandeville, Louisiana 70448

RE: Request to Use Non-Competitive Procurement Process
Water Sector Program Subrecipient Number LAWSP10931

Dear Mayor Madden:

We received your letter dated May 13, 2024, requesting permission to use non-competitive procurement for the replacement of a sanitary sewer force main that runs underneath Bayou Castine. We understand the City solicited for bids by advertisement, informal communication, and electronic bidding, but only received one response. The City provided adequate documentation to show the efforts taken to seek competitive competition, we hereby approve your request to use non-competitive procurement.

Procurement procedures that align with federal guidelines outlined in 2 CFR 200.320 should be maintained in the grant file.

If you have any questions please contact Denease McGee at (225) 342-7412.

Sincerely,

A handwritten signature in black ink, appearing to read "Traci Watts".

Traci Watts
Director, Local Government Assistance
Office of Community Development

c: Digital Engineering, Engineering Firm
Suzanne Bentley-Smith, Office of Community Development
File: FY 2021, Water Sector, Labor

FONTAINEBLEAU STATE PARK FORCE MAIN REPAIR
OPINION OF PROBABLE CONSTRUCTION COST

6/6/2022

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
2	Pre-Construction Video Survey	1	LS	\$ 2,000.00	\$ 2,000.00
3	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
4	Site Restoration	1	LS	\$ 10,000.00	\$ 10,000.00
5	Removal Of Asphaltic Concrete Pavement (Full Depth)	18	SY	\$ 15.00	\$ 270.00
6	Removal of Portland Cement Concrete Pavement	108	SY	\$ 18.00	\$ 1,944.00
7	Portland Cement Concrete Pavement (6" Thick)	108	SY	\$ 120.00	\$ 12,960.00
8	Asphalt Pavement (12" Thick)	18	SY	\$ 150.00	\$ 2,700.00
9	Force Main (8" HDPE DR11) HDD	336	LF	\$ 120.00	\$ 40,320.00
10	Force Main (6" PVC C900 SDR25)	31	LF	\$ 80.00	\$ 2,480.00
11	Ductile Iron Fittings	550	LBS	\$ 10.00	\$ 5,500.00
12	HDPE - MJ Couplings	2	EA	\$ 600.00	\$ 1,200.00
13	Removal of Existing 6" D.I.P. Force Main	1	LS	\$ 60,000.00	\$ 60,000.00

Construction cost subtotal	\$ 219,374.00
15% contingency	\$ 32,906.10
Costruction Cost Opinion Total	\$ 252,280.10

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND
SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____**

RESOLUTION NO. 24-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE REHABILITATION OF LIFT STATIONS 13 (TREY YUEN), 18 (CORIN PARKWAY – GOLDEN GLEN), AND 37 (CARDINAL LN. -SANCTUARY) PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER, GOTTFRIED CONSTRUCTION, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS the City of Mandeville advertised for bids for the rehabilitation of Lift Stations 13, 18, and 37 project;

WHEREAS the City received two bids for the Lift Station 13, 18, and 37 project. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS Fairway Consulting Engineering, LLC, as the engineer professional, has reviewed the bids on the above referenced project. The lowest bidder was Gottfried Construction, LLC. Based upon the Revised Statutes under which the City operates, the engineer professional recommends awarding the contract to Gottfried Construction, LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of June 2024 acting pursuant to the recommendation of the Project’s design professional, that the base bid in the amount of \$981,100.00 be accepted from Gottfried Construction, LLC.

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and Gottfried Construction, LLC, attached hereto and made a part of this resolution hereto. **With the above resolution having been properly introduced and duly seconded, the vote was as follows:**

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman



May 3, 2024

Attention: Ms. Ruth Ann Chadwick, – Purchasing Agent

City of Mandeville
c/o Digital Engineering
3500 U.S. Hwy 190
Mandeville, LA 70471

via: email (rchadwick@cityofmandeville.com)

Re: City of Mandeville
Rehabilitation of Lift Station 13,18, and 37 (Project No. 212.24.001)
Bid Tabulation and Contract Award

Dear Ms. Chadwick,

Please find attached Bid Tabulation and Bid Review Checklist for the subject project.

There were a total of two (2) bids received for the project. The lowest responsive bidder is Gottfried Construction, LLC. with a base bid of \$981,100.00. The opinion of probable construction cost (OPCC) for the project was \$855,072.00. Both bids received are within 2% of each other. Bids coming in over budget was driven by market conditions and the volume of active water/wastewater projects in either the bid or construction phases in our region. If the project were re-bid, we anticipate bids received to be similar to or potentially exceed those received. As such, Fairway does not recommend rebidding, and Fairway recommends that the City proceed with executing a contract with Gottfried Construction, LLC. All aspects of Gottfried's bid appear to be in order.

We look forward to working with the City during the construction phase of the project.

Please feel free to contact me if you should have any questions or need any additional information.

Regards,

A handwritten signature in blue ink that reads "John A. Catalanotto".

John A. Catalanotto, PE, PMP
President

cc: Buster Lyons, PE (Digital); David Lebreton, PE, PTOE (Digital); David A. Martin, PE (Fairway);
Matt Loker (Fairway); Richie Runnels (Fairway); Timothy Bradbury (Fairway)

BID OPENING

Rehabilitation of Lift Station 13, 18, and 37

**Mandeville, Louisiana
City of Mandeville Project No. 212.24.001**

Fairway Job No. 22-021A

DATE / TIME: May 1, 2024 @ 11:00AM

LOCATION: Mandeville City Hall
3101 East Causeway Approach
Mandeville, LA 70448

Company	Addendum Acknowledged	Bid Bond/ Power of Attorney	Corporate Resolution	Bid Amount
Command Construction, LLC.	Yes	Yes	Yes	\$999,898.00
Gottfried Construction, LLC	Yes	Yes	Yes	\$981,100.00

City of Mandeville
 Rehabilitation of Lift Stations 13, 18, and 37
 Bid Tabulation (5/1/2024)



Ref. No.	Description	Unit	Quantities	Engineer's OPCC		Command Construction, LLC		Gottfried Construction, LLC		Average	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	REHABILITAION OF LIFT STATION NO. 13	Lump	1	SEE TOTAL BELOW		\$ 58,898.00	\$ 58,898.00	\$ 25,700.00	\$ 25,700.00	\$ 42,299.00	\$ 42,299.00
2	REHABILITAION OF LIFT STATION NO. 18	Lump	1			\$ 440,000.00	\$ 440,000.00	\$ 332,400.00	\$ 332,400.00	\$ 386,200.00	\$ 386,200.00
3	REHABILITAION OF LIFT STATION NO. 37	Lump	1			\$ 440,000.00	\$ 440,000.00	\$ 524,000.00	\$ 524,000.00	\$ 482,000.00	\$ 482,000.00
4	MOBILIZATION	Lump	1			\$ 40,000.00	\$ 40,000.00	\$ 86,500.00	\$ 86,500.00	\$ 63,250.00	\$ 63,250.00
5	CONSTRUCTION LAYOUT	Lump	1			\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,250.00	\$ 6,250.00
6	TEMPORARY ENVIRONMENTAL CONTROLS	Lump	1			\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
7	TEMPORARY TRAFFIC CONTROL	Lump	1			\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
Total:					\$ 855,072.00	Total:	\$ 999,898.00	Total:	\$ 981,100.00	Total:	\$ 990,499.00
				Ranking of Base Bid by Total Bid Price		2		1			
						Bid Accepted		Bid Accepted			

SECTION 00 00 11

AGREEMENT

THIS AGREEMENT is by and between _____ City of Mandeville _____ (“Owner”) and

Gottfried Construction, LLC. _____ (“Contractor”).
Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Rehabilitation of existing sewerage lift stations owned, maintained, and operated by the City of Mandeville.

ARTICLE 2 – THE PROJECT

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

Rehabilitation of Lift Stations No. 13, 18 and 37
City Project No. 212.23.007
City of Mandeville

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within one hundred eighty (180) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within two hundred ten (210) calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed to complete the project in accordance with the Contract Documents up to the original contract sum of \$981,100.00.00.
- B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. No minimum contract value is guaranteed.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- | | | | |
|----|------------|-----|------------------------------------|
| a. | Retainage: | 10% | Contract Value: \$0 - \$499,999 |
| | | 5% | Contract Value: \$500,000 and over |

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.

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

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 00 11-1 to 00 00 11-8);
 - 2. Performance bond (pages 00 00 12-1 to 00 00 12-2);
 - 3. Payment bond (pages 00 00 12-3 to 00 00 12-5);
 - 4. General Conditions (pages 00700-1 to 00700-60);
 - 5. Supplementary Conditions (pages 00 00 16-1 to 00 00 16-12);

6. Specifications as listed in the table of contents of the Project Manual.
 7. Addenda Nos. 1 through 3
 8. Drawings consisting of 37 sheets with each sheet bearing the following general title:
Rehabilitation of Lift Stations No. 13, 18 and 37
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- B. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

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

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

10.08 *Fiscal Funding*

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

10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.10 *Taxes and Licenses*

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

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

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

OWNER:

CityofMandeville

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

DigitalEngineering

1080WestCausewayApproach

Mandeville,LA70471

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____



Project Title:		City of Mandeville - Rehabilitation of Lift Stations No. 3 and No. 39	
Project Component:		Project Summary	
Date:		Monday, March 13, 2023	
Prepared By:		David A. Martin, P.E.	
ITEM NO.			
PROJECT COMPONENT			
TOTAL COST			
REMARKS			
1	Rehabilitation of Lift Station No. 13	\$ 56,640.00	
2	Rehabilitation of Lift Station No. 18 (and Force Main)	\$ 305,256.00	
3	Rehabilitation of Lift Station No. 37	\$ 493,176.00	
		CONSTRUCTION TOTAL	\$ 855,072.00



Project Title:		City of Mandeville - Rehabilitation of Lift Stations No. 3 and No. 39							
Project Component:		Lift Station No. 13							
Date:		Friday, March 17, 2023							
Prepared By:		David A. Martin, P.E.							
ITEM NO.	SPEC ITEM	ITEM DESCRIPTION / COMPONENT DESCRIPTION	QUANTITY INSTALLED	UNITS	MATERIALS PRICE	INSTALLATION PRICE	INSTALLED PRICE	TOTAL COST	REMARKS
1		6" Diameter Ductile Iron Discharge Pipe Demolition	40.00	LF	\$ -	\$ -	\$ 60.00	\$ 2,400.00	
2		Clean Wet Well	1.00	LS	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
3		By-Pass Pump Setup	1.00	LS	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
4		By-Pass Pump Hourly Operation	168.00	HR	\$ -	\$ -	\$ 100.00	\$ 16,800.00	
5		Discharge Piping, 6" Diameter	1.00	LS	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	
6				EA	\$ -	\$ -	\$ -	\$ -	
7				EA	\$ -	\$ -	\$ -	\$ -	
8				LS	\$ -	\$ -	\$ -	\$ -	
9				HR	\$ -	\$ -	\$ -	\$ -	
10				LF	\$ -	\$ -	\$ -	\$ -	
11				SY	\$ -	\$ -	\$ -	\$ -	
13				LF	\$ -	\$ -	\$ -	\$ -	
14				EA	\$ -	\$ -	\$ -	\$ -	
15				LS	\$ -	\$ -	\$ -	\$ -	
16				EA	\$ -	\$ -	\$ -	\$ -	
17				CY	\$ -	\$ -	\$ -	\$ -	
18				LS	\$ -	\$ -	\$ -	\$ -	
19				EA	\$ -	\$ -	\$ -	\$ -	
20				LS	\$ -	\$ -	\$ -	\$ -	
21				LS	\$ -	\$ -	\$ -	\$ -	
22				LS	\$ -	\$ -	\$ -	\$ -	
23				LS	\$ -	\$ -	\$ -	\$ -	
24				EA	\$ -	\$ -	\$ -	\$ -	
25				L	\$ -	\$ -	\$ -	\$ -	
26				EA	\$ -	\$ -	\$ -	\$ -	
27				LS	\$ -	\$ -	\$ -	\$ -	
28				LS	\$ -	\$ -	\$ -	\$ -	
29				LS	\$ -	\$ -	\$ -	\$ -	
30				LS	\$ -	\$ -	\$ -	\$ -	
Subtotal:							\$	47,200.00	
Mobilization:					15%		0.15	\$ 7,080.00	
Contingency:					5%		0.05	\$ 2,360.00	
CONSTRUCTION TOTAL							\$	56,640.00	



Project Title:		City of Mandeville - Rehabilitation of Lift Stations No. 3 and No. 39							
Project Component:		Lift Station No. 18							
Date:		Friday, March 17, 2023							
Prepared By:		David A. Martin, P.E.							
ITEM NO.	SPEC ITEM	ITEM DESCRIPTION / COMPONENT DESCRIPTION	QUANTITY INSTALLED	UNITS	MATERIALS PRICE	INSTALLATION PRICE	INSTALLED PRICE	TOTAL COST	REMARKS
1		Discharge Pipe - Demolition	60.00	LF	\$ -	\$ -	\$ 20.00	\$ 1,200.00	
2		Discharge Fittings - Demolition	12.00	EA	\$ -	\$ -	\$ 140.00	\$ 1,680.00	
3		Submersible Pumps and Rails - Demolition	2.00	EA	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00	
4		Control Panel Demolition	1.00	EA	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	
5		Misc. Elect. Demo	1.00	LS	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	
6		Access Hatch Demolition	2.00	EA	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00	
7		Top Slab Demolition	2.00	EA	\$ -	\$ -	\$ 5,000.00	\$ 10,000.00	
8		By-Pass Pump Setup	1.00	LS	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
9		By-Pass Pump Hourly Operation	720.00	HR	\$ -	\$ -	\$ 100.00	\$ 72,000.00	
10		Erosion Control, Silt Fence	400.00	LF	\$ -	\$ -	\$ 2.00	\$ 800.00	
11		Erosion Control, Hydroseed	300.00	SY	\$ -	\$ -	\$ 1.00	\$ 300.00	
12		HDD Pits	2.00	EA	\$ -	\$ -	\$ 3,500.00	\$ 7,000.00	
13		HDD 4" HDPE SFM Under Bayou	200.00	LF	\$ -	\$ -	\$ 80.00	\$ 16,000.00	
14		Connection of New SFM to existing SFM	1.00	LS	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
15		Valve Pit	1.00	LS	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	
16		Top Slab Construction	5.00	CY	\$ -	\$ -	\$ 1,000.00	\$ 5,000.00	
17		Reinforcing Steel	3400.00	LB	\$ -	\$ -	\$ 2.00	\$ 6,800.00	
18		Submersible Grinder Pumps and Guide Rails, 3 HP	2.00	EA	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 20,000.00	
19		Discharge Piping	1.00	LS	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
20		Plug Valves, 2" Diameter	2.00	EA	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00	
21		Check Valves, 2" Diameter	2.00	LS	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00	
22		Air Release Valve	1.00	EA	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	
23		Access Hatches	2.00	EA	\$ -	\$ -	\$ 3,500.00	\$ 7,000.00	
24		2 HP (No PLC) Electrical Control Panel	1	LS	\$ 20,000.00	\$ 10,000.00	\$ -	\$ 30,000.00	
25		Misc. Conduit and Wiring	1	LS	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	
26		Structural Steel - Platform	600	LB	\$ -	\$ -	\$ 10.00	\$ 6,000.00	
27		Ships Ladder	1	EA	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
28		Grating - Platform	16	SF	\$ -	\$ -	\$ 100.00	\$ 1,600.00	
29		Handrails - Platform	15	LF	\$ -	\$ -	\$ 100.00	\$ 1,500.00	
30		Bottom Slab Concrete	3	CY	\$ -	\$ -	\$ 1,000.00	\$ 3,000.00	
31		Platform Bottom Slab Reinforcing Steel	1000	LB	\$ -	\$ -	\$ 2.00	\$ 2,000.00	
32		Grounding, terminations, Lightning Protection	1	LS	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
Subtotal:							\$	254,380.00	
					Mobilization:	15%		0.15	\$ 38,157.00
					Contingency:	5%		0.05	\$ 12,719.00
CONSTRUCTION TOTAL							\$	305,256.00	



Project Title:		City of Mandeville - Rehabilitation of Lift Stations No. 3 and No. 39							
Project Component:		Lift Station No. 18							
Date:		Friday, March 17, 2023							
Prepared By:		David A. Martin, P.E.							
ITEM NO.	SPEC ITEM	ITEM DESCRIPTION / COMPONENT DESCRIPTION	QUANTITY INSTALLED	UNITS	MATERIALS PRICE	INSTALLATION PRICE	INSTALLED PRICE	TOTAL COST	REMARKS
1		4" Diameter Ductile Iron Discharge Pipe - Demolition	60.00	LF	\$ -	\$ -	\$ 20.00	\$ 1,200.00	
2		4" Diameter Ductile Iron Discharge Fittings - Demolition	12.00	EA	\$ -	\$ -	\$ 140.00	\$ 1,680.00	
3		Submersible Pumps and Rails - Demolition	2.00	EA	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00	
4		Control Panel Demolition	1.00	EA	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	
5		Misc. Elect. Demo	1.00	LS	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	
6		Access Hatch Demolition	2.00	EA	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00	
7		Top Slab Demolition	2.00	EA	\$ -	\$ -	\$ 5,000.00	\$ 10,000.00	
8		By-Pass Pump Setup	1.00	LS	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	
9		By-Pass Pump Hourly Operation	720.00	HR	\$ -	\$ -	\$ 100.00	\$ 72,000.00	
10		Erosion Control, Silt Fence	400.00	LF	\$ -	\$ -	\$ 2.00	\$ 800.00	
11		Erosion Control, Hydroseed	300.00	SY	\$ -	\$ -	\$ 1.00	\$ 300.00	
12		Top Slab Construction	10.00	CY	\$ -	\$ -	\$ 1,000.00	\$ 10,000.00	
13		Reinforcing Steel	6800.00	LB			\$ 1.50	\$ 10,200.00	
14		Submersible Non-Clog Pumps and Guide Rails, 15 HP	2.00	EA	\$ 15,000.00	\$ 5,000.00	\$ -	\$ 40,000.00	
15		Discharge Header Piping, 6" Diameter	1.00	LS	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	
16		Plug Valves, 6" Diameter	2.00	EA	\$ -	\$ -	\$ 3,500.00	\$ 7,000.00	
17		Check Valves, 6" Diameter	2.00	LS	\$ -	\$ -	\$ 3,500.00	\$ 7,000.00	
18		Passive Vent	1.00	LS	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	
19		Emergency Pump Out, 4" Diameter	1.00	LS	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	
20		Air Release Valve	1.00	EA	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	
21		Access Hatches	2.00	EA	\$ -	\$ -	\$ 5,000.00	\$ 10,000.00	
		Odor Control Passive Scrubber	1.00	EA	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	
22		15 HP PLC Based Electrical Control Panel	1	LS	\$ 75,000.00	\$ 10,000.00		\$ 85,000.00	
23		Misc. Conduit and Wiring	1	LS	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	
24		Grounding, Terminations, Lightning Protection	1	LS	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
25		Structural Steel - Platform	2600	LB	\$ -	\$ -	\$ 10.00	\$ 26,000.00	
26		Ships Ladder	1	EA	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
27		Grating - Platform	105	SF	\$ -	\$ -	\$ 100.00	\$ 10,500.00	
28		Handrails - Platform	40	LF	\$ -	\$ -	\$ 100.00	\$ 4,000.00	
29		Bottom Slab Concrete	5	CY	\$ -	\$ -	\$ 1,000.00	\$ 5,000.00	
30		Platform Bottom Slab Reinforcing Steel	3400	LB	\$ -	\$ -	\$ 2.00	\$ 6,800.00	
31		Elevated Platform for Control Panel	1	LS	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	
Subtotal:								\$ 410,980.00	
Mobilization:					15%		0.15	\$ 61,647.00	
Contingency:					5%		0.05	\$ 20,549.00	
CONSTRUCTION TOTAL								\$ 493,176.00	

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE HONORING LYNN RILEY MITCHELL FOR HIS ACTS AS CITIZEN AND ARCHITECT FOR HIS SERVICE TO THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH AND TO RECOGNIZE THAT THE MANDEVILLE TRAILHEAD & CULTURAL INTERPRETIVE CENTER MUSEUM WILL HENCEFORTH BE NAMED THE LYNN MITCHELL MANDEVILLE TRAILHEAD & CULTURAL INTERPRETIVE CENTER MUSEUM.

WHEREAS Lynn Riley Mitchell, a Tulane graduate with a Masters Degree in Architecture, and having served the U.S. Navy in Vietnam, moved his family and made the City of Mandeville his hometown in 1976; and

WHEREAS Lynn Mitchell, Architect, practiced Architecture in Mandeville for over 55 years as an expert in local historical styles, and his many buildings, parks, bike trails, and designs all over the City of Mandeville are admired, appreciated, and are the center of excitement for all residents during his tenure as an Architect and for generations to come; and,

WHEREAS Lynn Riley Mitchell led St. Tammany Parish through The Rails to Trails Conservancy to secure the abandoned Illinois Central Railroad to become the Tammany Trace for use by all citizens, making the community a better place to live; and

WHEREAS Lynn Mitchell, Architect, furthered that accomplishment by designing the City of Mandeville Trailhead & Cultural Interpretive Center, the Town Center for community gatherings and honoring Mandeville's history with all forms of celebration and recreation; and,

WHEREAS, Lynn Riley Mitchell further increased community gatherings and celebration of Mandeville's musical and cultural heritage as one of the leaders to restore, invigorate, and celebrate the Dew Drop Social & Benevolent Jazz Hall; and,

WHEREAS, Lynn Riley Mitchell selflessly served his hometown, the City of Mandeville, to promote, improve, and increase our quality of life as a Planning & Zoning Commissioner, Historic Preservation District Commissioner, President of Friends of the Dew Drop, Design Review Consultant, and co-host of the best Kentucky Derby Party in the south; and,

WHEREAS, the City of Mandeville would like to formally dedicate the Mandeville Trailhead & Cultural Interpretive Center Museum in his honor, appreciating his design intention of helping the community celebrate, educate, and bringing people together.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of June 2024 would like to honor Lynn Riley Mitchell, and do hereby Recognize that the Mandeville Trailhead & Cultural Interpretive Center Museum will henceforth be named the Lynn Mitchell Mandeville Trailhead & Cultural Interpretive Center Museum.

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

AYES:

NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER MCGUIRE AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 1 TO THE RICHARD C. LAMBERT CONSULTANTS, LLC. PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ADDITIONAL SURVEY, DESIGN, PERMITTING, BID & AWARD, AND CONSTRUCTION ADMINISTRATION & CLOSEOUT SERVICES, IN ADDITION TO INSPECTION, REPORTING, & VERIFICATION SERVICES REGARDING THE OLD MANDEVILLE WATERLINES PROJECT AND PROVIDING FOR OTHER MATTERS CONNECTED THEREWITH.

WHEREAS the City of Mandeville and Richard C. Lambert Consultants, LLC entered into a professional services agreement on July 4, 2023, to provide professional engineering design services for a project to replace aging waterlines or to install new waterlines to connect existing waterlines, in addition to replacing hydrants, services connections, adding valves, and/or transferring service connections on a number of lines as requested by the Department of Public Works;

WHEREAS at the request of the City's Department of Public Works additional scope is being added to the project consisting of providing surveying and professional engineering design services associated with installing an additional 1,050 linear feet of new 8" waterline, in addition to replacing hydrants, replacing or installing new valves, and installing new services connections as needed along Jackson Avenue from Montgomery Street to Livingston Street;

WHEREAS modifications to the original agreement scope and consultant fee schedule is required to compensate Richard C. Lambert Consultants, LLC. for additional effort necessary to provide the professional engineering services associated with the additional project scope, as well as to align the originally planned construction cost to the current project scope of work and revised Opinion of Probable Construction Cost (OPCC);

WHEREAS the City and Richard C. Lambert Consultants, LLC now desire to further amend the original Agreement to add additional survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, and verification services (if requested) for the Old Mandeville Waterlines Project and to increase compensation accordingly;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of June 2024 hereby authorizes the mayor to execute Amendment No. 1 between the City of Mandeville and Richard C. Lambert Consultants, LLC, attached hereto and made a part of this resolution hereto.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

RICHARD C. LAMBERT CONSULTANTS, L.L.C.

COM PROJ. NO. 211.23.005

OLD MANDEVILLE WATERLINES PROJECT

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Richard C. Lambert Consultants, L.L.C. represented by Richard C. Lambert, P.E., Member/Manager (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on July 4, 2023 (the “**Agreement**”) to provide professional engineering design services for a project to replace aging waterlines or to install new waterlines to connect existing waterlines, in addition to replacing hydrants, service connections, adding valves, and/or transferring service connections on a number of lines as requested by the Department of Public Works. Waterlines will be upsized to a minimum of 8-inch in diameter or larger as needed.

WHEREAS, the original project scope as requested by the City consisted of replacing aging or installing new waterlines to connect existing waterlines, in addition to replacing hydrants, service connections, adding valves, and/or transferring services on a number of lines as requested by the City’s Department of Public Works in the Old Mandeville area along Montgomery Street from Foy Street to Colbert Street, Jackson Avenue from Livingston Street to Jefferson Street, Monroe Street from Jackson Avenue to Atalin Street, and Madison Street from Jackson Avenue to Atalin Street.

WHEREAS, the project scope has been modified by the City’s Department of Public Works as described below:

- Montgomery Street: Lamarque Street to end of existing waterline east of Foy Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Montgomery Street: End of existing waterline east of Foy to Jackson Street – installing new 8” waterline by directional drilling under Little Bayou Castine.

- Montgomery Street: Jackson Avenue to Colbert Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Jackson Avenue: Livingston Street to Madison Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Monroe Street: Jackson Avenue to Atalin Street – replacing aging waterline with new 8” waterline, replacing hydrants, replacing or installing new valves, and installing new services connections as needed.
- Jackson Avenue: Jefferson Street to Madison Street – installing new service connections to existing waterline.
- Madison Street: Jackson Avenue to Atalin Street – installing new service connections to existing waterline.

WHEREAS, at the request of the City’s Department of Public Works additional scope is being added to the project consisting of providing surveying and professional engineering design services associated with installing an additional 1,050 linear feet of new 8” waterline, in addition to replacing hydrants, replacing or installing new valves, and installing new services connections as needed along Jackson Avenue from Montgomery Street to Livingston Street.

WHEREAS, the fee for the original agreement was established using the State of Louisiana Office of Facility Planning and Control fee curve calculator using a construction cost of \$2,350,192.67 developed based on the original project scope. Based on the additional project scope the revised Opinion of Probable Construction Cost (OPCC) is \$2,697,204.02.

WHEREAS, modifications to Consultants fee schedule is required in order to compensate Consultant for additional effort necessary to provide the necessary professional engineering services associated with the additional project scope, as well as to align the originally planned construction cost to the current project scope of work and revised OPCC.

WHEREAS, in response to the City’s request, the Consultant submitted a supplemental proposal dated May 30, 2024 (the “Consultant’s Proposal), and the City accepted the Consultant’s Proposal, to provide additional survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, & verification services (if requested) for the Old Mandeville Waterlines Project (the “Project”); and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add additional survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, & verification services (if requested) for the Old

Mandeville Waterlines Project and to increase compensation accordingly;

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

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

1. Installation of approximately 1,050 linear feet of new 8-inch of waterline in addition to replacing hydrants, replacing or installing new valves, and installing new services connections as needed along Jackson Avenue from Montgomery Street to Livingston Street.

B. COMPENSATION:

1. **Fees Added for Old Mandeville Waterlines Project.** The following fees are added for survey, design, permitting, bid & award, and construction administration & closeout services, in addition to inspection, reporting, & verification services (if requested) in accordance with the Consultant’s proposal:

Phase			Original Fee	Amended Fee	Total Fee
I	Survey (<i>as needed</i>)	(Lump Sum)	\$ 63,306.10	\$ 8,635.00	\$ 71,941.10
II	Preliminary Design	(Lump Sum)	\$ 84,751.88	\$ 11,485.12	\$ 96,237.00
IV(a)	Final Design	(Lump Sum)	\$ 42,375.94	\$ 5,742.56	\$ 48,118.50
IV(b)	Bid & Award	(Lump Sum)	\$ 10,593.99	\$ 1,435.63	\$ 12,029.62
V(a) & V(b)	Construction Administration & Closeout	(Lump Sum)	\$ 74,157.90	\$ 10,049.47	\$ 84,207.37
V(c)	Inspection, Reporting & Verification	(Hourly, Not-to-Exceed) (if requested)	\$ 127,440.00	\$ 17,712.00	\$ 145,152.00
VI(a)	Permitting	(Hourly, Not-to-Exceed)	\$ 7,500.00	\$ -	\$ 7,500.00
TOTAL			\$ 410,125.81	\$ 55,059.78	\$ 465,185.59

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$55,059.78** for a not to exceed amount of **\$465,185.59**. The City’s obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

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

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

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

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

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this ____ day of _____, 2024.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

RICHARD C. LAMBERT CONSULTANTS, L.L.C

BY: _____
RICHARD C. LAMBERT, P.E.
MEMBER / MANAGER

CORPORATE TAX I.D. _____

RICHARD C. LAMBERT CONSULTANTS, L.L.C.



May 30, 2024

Keith LaGrange, PE
Department of Public Works
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

**SUBJECT: Old Mandeville Waterlines Project
Amendment No. 1 Proposal
RCLC No. 402-023-001**

Dear Mr. LaGrange:

Richard C. Lambert Consultants, LLC (RCLC) has been requested by the City of Mandeville (City) to add approximately 1,050 LF of waterline along Jackson Avenue from Montgomery Street to Livingston Street. Per our discussion, attached is the updated Opinion of Probable Construction Cost to accommodate these additional two blocks of waterline. Also attached is the updated fee calculation based on the FP&C Fee Curve for the adjusted estimated construction cost.

Fees for adjusted Tasks are presented below. Task 4 was not adjusted.

TASK 1	Topographic Surveying (Lump Sum):	\$ 71,941.10
TASK 2	Preliminary Design (Lump Sum):	\$ 96,237.00
TASK 3	Final Design (Lump Sum):	\$ 48,118.50
TASK 4	Permitting (Hourly, NTE):	\$ 7,500.00
TASK 5	Bid Phase (Lump Sum):	\$ 12,029.62
TASK 6	Construction Administration (Lump Sum):	\$ 72,177.75
TASK 7	Construction Observation (Hourly, NTE):	\$145,152.00
TASK 8	Record Drawings (Lump Sum):	<u>\$ 12,029.62</u>
Total Fee		\$465,185.59

Topographic Surveying (Task 1) lump sum fee was updated by Randall Brown and Associates for the additional 2 blocks of surveying and includes a 10% markup for project administration, coordination, review, and costs for developing cross sections and profile views which were not included in their proposal.

Lump Sum Fees for Preliminary and Final Design, Bidding, Construction Administration (CA), and Record Drawings (Tasks 2, 3, 5, 6 & 8) were updated and derived from the FP&C curve with a 1.2 complexity factor based on an updated Opinion of Probable Construction Cost of \$2,697,204.02.

RICHARD C. LAMBERT CONSULTANTS, LLC

Hourly fees for Permitting (Task 4) were not adjusted.

Construction Observation (Task 7) will remain hourly with a not to exceed fee but were increased to accommodate a 12 month construction duration.

For reference, attached is an aerial map illustrating the waterline work limits and a list of the work by street block below.

Original Scope items

- Montgomery- Lamarque to Colbert.
 - Approximate Length along centerline of street= 3630'
 - New 8" Waterline including new service connections
 - Portion to include direction drill to go under Little Bayou Castine
- Jackson- Jefferson to Madison & Madison- Jackson to Atalin
 - New house connections tapping existing waterline
 - approximate length along centerline of street= 1180'
- Jackson- Madison to Livingston (L=1120') & Monroe- Jackson to Atalin (L=620')
 - New 8" Waterline with new service connections

Amendment No. 1 (Additional Scope)

- Jackson- Livingston to Montgomery
 - Approximate Length along centerline of street= 1120'
 - New 8" Waterline with new service connections

If you have any questions or require further action on our part, please contact me.

Yours truly,

RICHARD C. LAMBERT CONSULTANTS, LLC



Franz J. Zemmer, P.E.
Partner / Design Manager
Attachments

I:\File Cabinet\402 Mandeville\402-023-001 Old Waterlines Project\Contract\402-023-001 Old Mandeville Waterline A1rev05-30-2024.doc

RICHARD C. LAMBERT CONSULTANTS, LLC



MANDEVILLE
A Historic Lakefront Community

MANDEVILLE OLD WATERLINES PROJECT

CITY OF MANDEVILLE
MANDEVILLE PROJECT NO.

30-May-24

OPINION OF PROBABLE CONSTRUCTION COSTS
Pre-Design Documents



ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	8" PVC C900 DR-18 WATER MAIN (OPEN CUT)	LIN. FT.	4,596	\$ 90.00	\$ 413,640.00
2	10" DIPS HDPE DR-11 WATER MAIN (DIRECTIONAL DRILL)	LIN. FT.	1,750	\$ 200.00	\$ 350,000.00
2	8" GATE VALVE WITH VALVE BOX	EACH	54	\$ 6,000.00	\$ 324,000.00
3	10" GATE VALVE WITH VALVE BOX	EACH	6	\$ 8,000.00	\$ 48,000.00
4	TIE-INS	EACH	26	\$ 5,000.00	\$ 130,000.00
5	FIRE HYDRANT, WITH GATE VALVE, LEAD LINE, AND VALVE BOX	EACH	20	\$ 7,500.00	\$ 150,000.00
6	AIR RELEASE VALVES WITH SIGNS	EACH	2	\$ 9,000.00	\$ 18,000.00
7	8" INSERTION VALVE	EACH	3	\$ 10,000.00	\$ 30,000.00
8	8" TAPPING SLEEVE AND VALVE ASSEMBLY	EACH	3	\$ 12,000.00	\$ 36,000.00
9	BOLLARDS	EACH	8	\$ 800.00	\$ 6,400.00
10	PLUG EXISTING WATER MAIN (12" MAX. DIA.) AND FILL WITH FLOWABLE MATERIAL (SAND/CEMENT MIXTURE)	LIN. FT.	3,546	\$ 6.00	\$ 21,276.00
11	HOUSE CONNECTIONS TRANSFERS	EACH	120	\$ 1,250.00	\$ 150,000.00
12	TRAFFIC REGULATION	LUMP SUM	1	\$ 35,000.00	\$ 35,000.00
13	CLEARING AND GRUBBING	LUMP SUM	1	\$ 6,000.00	\$ 6,000.00
14	SODDING	SQ. YD.	8,265	\$ 10.00	\$ 82,646.67
15	CONSTRUCTION LAYOUT	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00
16	EXPLORATORY EXCAVATION	EACH	8	\$ 3,500.00	\$ 28,000.00
17	SITE CONDITION AUDIO/VIDEO SURVEY	LUMP SUM	1	\$ 7,000.00	\$ 7,000.00
18	TRAFFIC MAINTENANCE AGGREGATE (VEHICULAR MEASUREMENT)	CU.YD.	115	\$ 125.00	\$ 14,375.00
19	ENVIRONMENTAL PROTECTION	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00
20	MOBILIZATION AND DEMOBILATION	LUMP SUM	1	\$ 111,685.47	\$ 111,685.47
21	PROJECT SIGN	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
22	REMOVE AND REPLACE CONCRETE PAVEMENT / DRIVEWAYS / SIDEWALKS	SQ. YD.	1,451.22	\$ 150.00	\$ 217,683.33
23	REMOVE AND REPLACE ASPHALT PAVEMENT / DRIVEWAYS / SIDEWALKS	SQ. YD.	674.67	\$ 125.00	\$ 84,333.33
24	REMOVE AND REPLACE AGGREGATE DRIVEWAY	SQ. YD.	306.67	\$ 75.00	\$ 23,000.00
25	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LUMP SUM	1	\$ 11,500.00	\$ 11,500.00
26	SAW CUT ASPHALT / CONCRETE PAVEMENT	LIN. FT.	957	\$ 15.00	\$ 14,355.00
ESTIMATED CONSTRUCTION COST					\$ 2,345,394.80
15% CONTENGENCY					\$ 351,809.22
ESTIMATED CONSTRUCTION COST WITH CONTENGENCIES					\$ 2,697,204.02

FEE OVERVIEW

Project Name: Mandeville Old Waterlines Project

RCLC Project No.: 402-023-001

Date: 05-30-2024

STATE LOG A/E FEE BREAKDOWN SUMMARY

Target Bid Amount **\$2,697,204.02**

2023 STATE FORMULA

2023 A/E fee baseline = FEE % (AFC(1975 BCI / Current BCI)(Current CPI / 1975 CPI))

FEE % = 46.10 / Log (AFC(1975 BCI / Current BCI) = 8.152 %
 1975 BCI = 1306; Current 2023 BCI = 7792; 1975 CPI = 53.8; Current 2023 CPI = 292.7

A/E fee baseline = 8.152 % (AFC(1975 BCI / Current BCI)(Current CPI / 1975 CPI) or A/E Fee
\$200,493.74

A/E fee baseline = \$200,493.74 or 7.43% of AFC

State Multipliers for Complexity & Small Projects				State Adjusted Fees
1.10 x Baseline =	\$20,049.37	=	8.18% =	\$220,543.11
1.15 x Baseline =	\$30,074.06	=	8.55% =	\$230,567.80
1.20 x Baseline =	\$40,098.75	=	8.92% =	\$240,592.49
1.25 x Baseline =	\$50,123.44	=	9.29% =	\$250,617.18
1.33 x Baseline =	\$266,656.67	=	9.89% =	\$266,656.67

Task	2	Preliminary Design	40%	\$96,237.00
Task	3	Final Design	20%	\$48,118.50
Task	5	Bid Phase	5%	\$12,029.62
Task	6	Construction Administration	30%	\$72,177.75
Task	8	Record Drawings	5%	\$12,029.62
			100%	\$240,592.49
Task	1	Topographic Surveying		\$71,941.10
Task	4	Permitting As Needed (Hourly, Not to Exceed)		\$7,500.00
Task	7	Construction Observation (Hourly, Not to Exceed)		\$145,152.00
		Total Fee		\$465,185.59

Note:

Construction Observation Fee derived from an hourly rate of \$72/hour for 8 hours/day with a 12 month duration assuming 21 working days per month. Fee calculation as follows:

CO Fee = (12 months) X (21 working days/month) X (8 hrs/day) X (\$72/hr) = \$145,152.00

Old Mandeville Waterline Scope Amendment No. 1

New 8" waterlines with new service connections (would require directional drill under Little Bayou Castine).

Amendment No.1 - Revised scope to include this section. New 8" Waterline with new service connections. (abandon AC W/L in place)

New 8" waterlines with new service connections (Abandon AC W/L in Place).

New water service connections to existing waterline.



THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER KRELLER AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 2 TO THE RICHARD C. LAMBERT CONSULTANTS PROFESSIONAL SERVICES AGREEMENT TO ALLOW CONSULTANT TO CONTINUE TO PERFORM CONSTRUCTION AND ENGINEERING & INSPECTION SERVICES TO THE HWY 190/LA22 INTERCHANGE IMPROVEMENTS PROJECT AND CLOSE OUT THE PROJECT PER LADOTD STANDARD AND PROVIDING FOR OTHER MATTERS CONNECTED THEREWITH

WHEREAS the City of Mandeville and Richard C Lambert Consultants, LLC entered into professional services agreement pursuant to a Request for Qualifications issued by the City on October 28, 2020, and approved by the City on December 10, 2020;

WHEREAS Richard C Lambert Consultants, LLC submitted a proposed fee schedule and scope of work for the project dated August 08, 2022, and the city accepted said proposal;

WHEREAS modifications to the Consultants Fee Schedule is required in order to compensate the Consultant for the additional effort expended to provide Construction Engineering & Inspection services as a result of the additional construction contract time and other project delays used by the Contractor of no fault of the Consultant.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of June 2024 hereby authorizes the Mayor to execute Amendment No. 2 to the professional services agreement between the City of Mandeville and Richard C Lamber Consultants, LLC, attached hereto and made a part of this resolution hereto.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

RICHARD C LAMBERT CONSULTANTS, LLC

700.22.006

HWY 190 / LA22 IMPROVEMENTS

CONSTRUCTION ENGINEERING & INSPECTION

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Richard C Lambert Consultants, LLC., represented by Richard C. Lambert, P.E., Manager/Member (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement on an as-needed basis pursuant to a Request For Qualifications issued by the City on October 28, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

WHEREAS, the Consultant submitted a proposed fee schedule and scope of work for the Project dated August 08, 2022 (the “**Consultant’s Proposal**”), and the City accepted the Consultants’ Proposal;

WHEREAS, modifications to Consultants fee schedule is required in order to compensate the Consultant for the additional effort expended to provide Construction Engineering & Inspection services as a result of the additional construction contract time and other project delays used by the Contractor of no fault of the Consultant;

WHEREAS, the Consultant submitted Supplement Request 2 dated May 23, 2024 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

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

- A. FEES UNDER THIS AGREEMENT**: Additional compensation to the Consultant for the services rendered shall be based on actual work hours using established rates of compensation for the actual work performed and the direct expenses incurred by

the Consultant with a maximum limitation of \$45,863.01.

B. COMPENSATION:

1. **FEE ADDED UNDER THIS AGREEMENT:** The following fees are added for Construction Engineering and Inspection in accordance with the Consultant’s proposal:

Task	Description	Current Fee	Amended Fee	Total Fee
1.0	Assembly Period	\$ 13,737.97	\$ -	\$ 13,737.97
2.0	Construction Administration	\$ 86,881.28	\$ 18,631.72	\$ 105,513.00
2.1	Inspection Construction	\$ 134,082.00	\$ 27,231.29	\$ 161,313.29
3.0	Close Out	\$ 28,224.00	\$ -	\$ 28,224.00
4.0	Direct Expenses	\$ 5,000.20	\$ -	\$ 5,000.20
TOTAL		\$ 267,925.45	\$ 45,863.01	\$ 313,788.46

2. **MAXIMUM AMOUNT:** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by \$45,863.01 from \$267,925.45 to a revised not to exceed amount of \$313,788.46. The City’s obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

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

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

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

F. **ELECTRONIC SIGNATURE AND DELIVERY:** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this

Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this ____ day of _____, 2024.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

RICHARD C. LAMBERT CONSULTANTS, LLC

BY: _____
RICHARD C. LAMBERT, P.E.,
MANAGER/MEMBER

CORPORATE TAX I.D. _____

RICHARD C. LAMBERT CONSULTANTS, L.L.C.



May 23, 2023

David LeBreton Jr., P.E., PTOE, PTP
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

**SUBJECT: US 190 / LA22 Improvements (H.011721)
Supplement Request 2**

Dear Mr. LeBreton:

This letter is Richard C. Lambert Consultants, LLC's (RCLC) request for Supplemental Agreement (SA 2) to our CE&I Contract on the subject project. The total amount of this request is \$45,863.01. See enclosed Attachments A backup information listed below for review and a Summary of Fee by Tasks as follows:

Task	Description	Current Fee	Amended Fee	Total Fee
1.0	Assembly Period	\$ 13,737.97	\$ -	\$ 13,737.97
2.0	Construction Administration	\$ 86,881.28	\$ 18,631.72	\$ 105,513.00
2.1	Inspection Construction	\$ 134,082.00	\$ 27,231.29	\$ 161,313.29
3.0	Close Out	\$ 28,224.00	\$ -	\$ 28,224.00
4.0	Direct Expense	\$ 5,000.20	\$ -	\$ 5,000.20
Totals		\$ 267,925.45	\$ 45,863.01	\$ 313,788.46

Please find the following project information for reference:

- RCLC Notice of Contract Execution Issued August 25, 2022.
- Prime Contractor NTP issued December 30, 2022 with a 120 day assembly period.
- Contractor requested an additional 30 days be added to the assembly period due to material delivery lead times.
- Original Contract consisted of 90 working days.
- Prime Contractor's first charged day was May 15, 2023.
- 20 Days have been added to Contractor's Contract Time via Change Orders to date.
- The last charged day for Construction was March 20, 2024.
- Estimate 4 Generated during month of April
- Task 3.0, Close Out, will be only tasked charged moving forward.

As the durations are described above, RCLC has worked to progress the project while making every effort to minimize the fee that was expended during the project delays and additional contract time used by the contractor that were of no fault of RCLC.

RICHARD C. LAMBERT CONSULTANTS, LLC

David LeBreton Jr., P.E., PTOE, PTP
May 23, 2023


Our original proposal and subsequent Supplement Agreement 1 (SA 1) was estimated based on the required additional work on the project, the largest additions being the drainage on Service Road B near Café Du Monde and the guardrail/slope paving on the EB side of US190 under the bridge. The time required by the contractor to complete the additional work exceeded our previous estimate in SA 1 and has since exhausted both our Construction Administration and Inspection fees for this project.

Due to this additional work outlined above, additional time for Construction Administration and Inspection was required. Please see **Attachment A** for a breakdown of actual hours logged and the additional fee being requested by RCLC, due to the added work, in the amount of \$45,863.01.

Should you have any questions or require further action on our part, please contact me.

Yours truly,

RICHARD C. LAMBERT CONSULTANTS, LLC



Arthur Ledet, P.E.
Project Engineer

I:\File Cabinet\402 Mandeville\402-022-001 LA22 @ US 190 Improvements\Contract Documents\Supplement Request\SR2\working\RCLC US190_LA22 SR2_05-23-2024.doc

RICHARD C. LAMBERT CONSULTANTS, LLC

900 West Causeway Approach, Mandeville LA 70471
Phone: 985.727.4440 Fax: 985.727.4447
E-mail: rclc@rclconsultants.com

New Orleans Office
E-mail: rclc@rclconsultants.com

ATTACHMENT A

Task 2.0 Construction Administration				
Principal				
Richard C. Lambert				
	Date	Hours	Rate	Billed Amount
Status Update	2/7/2024	0.5	\$ 225.00	\$ 112.50
Status Update	2/14/2024	0.5	\$ 225.00	\$ 112.50
Status Update	2/21/2024	0.5	\$ 225.00	\$ 112.50
Status Update	2/28/2024	0.5	\$ 225.00	\$ 112.50
Status Update	3/6/2024	0.5	\$ 225.00	\$ 112.50
status update	3/13/2024	0.5	\$ 225.00	\$ 112.50
Status Update	3/20/2024	0.5	\$ 225.00	\$ 112.50
Totals		3.5		\$ 787.50

Supervisor Engineer				
Franz Zemmer				
	Date	Hours	Rate	Billed Amount
Site visit to view status of drainage installation fronting Cafe du Monde.	2/28/2024	1	\$ 229.00	\$ 229.00
Totals		1		\$ 229.00

Senior Tech / Intern Engineer				
Devin Dimitrios				
	Date	Hours	Rate	Billed
Coordinating scheduling for weekend work and holidays with Contractor and inspectors.	2/5/2024	0.5	\$ 84.00	\$ 42.00
Bi-weekly progress meeting. Working on reviewing January quantities for Est.#4.	2/6/2024	2	\$ 84.00	\$ 168.00
Working on reviewing January quantities for Pay Estimate #4. Working on change Order #5. Preparing cross drain pavement patching quantities spreadsheet.	2/7/2024	2.5	\$ 84.00	\$ 210.00
Working on coordinating/reviewing testing for Drainage and Catch basins.	2/8/2024	1	\$ 84.00	\$ 84.00
Working on reviewing January quantities for Pay Estimate #4.	2/9/2024	1	\$ 84.00	\$ 84.00
Working on Estimate 4	2/14/2024	2	\$ 84.00	\$ 168.00
Working on Est. 4	2/15/2024	1	\$ 84.00	\$ 84.00
Working on Est. 4.	2/16/2024	2	\$ 84.00	\$ 168.00
Totals		12		\$ 1,008.00

Engineer				
Arthur Ledet				
	Date	Hours	Rate	Billed Amount
Outline upcoming work with Devin and organize inspection.	2/1/2024	1.5	\$ 143.00	\$ 214.50
Discuss signal equipment and progress with Contractor PM.	2/5/2024	1.5	\$ 143.00	\$ 214.50
Work on drafts for several COs.	2/5/2024	2	\$ 143.00	\$ 286.00
Progress Meeting.	2/6/2024	1	\$ 143.00	\$ 143.00
Compose several open COs to provide to contractor.	2/6/2024	4.5	\$ 143.00	\$ 643.50
Follow up on pay apps and quantities.	2/15/2024	2	\$ 143.00	\$ 286.00
Compile list of outstanding COs.	2/15/2024	2	\$ 143.00	\$ 286.00
Go over DWRs with Tristan and come up with installed quantities.	2/19/2024	2	\$ 143.00	\$ 286.00
Bi-Weekly Meeting	2/20/2024	1.5	\$ 143.00	\$ 214.50
Compile Payment Application.	2/20/2024	2.5	\$ 143.00	\$ 357.50
Draft several outstanding COs.	2/20/2024	3	\$ 143.00	\$ 429.00
Work on Explanations for COs. Help tristan with compiling installed quantities for CO.	2/22/2024	2.5	\$ 143.00	\$ 357.50
Working on COs 6, 7, 8, & 11.	2/26/2024	4	\$ 143.00	\$ 572.00
Discuss ongoing activities with Brandt and David.	3/3/2024	1	\$ 143.00	\$ 143.00
working on CO5 and Co10	3/4/2024	4	\$ 143.00	\$ 572.00
Respond to DOTD audit. Draft CO9 and send to Lacey.	3/5/2024	1	\$ 143.00	\$ 143.00
Invoicing.	3/6/2024	1	\$ 143.00	\$ 143.00
review quantities with tristan	3/7/2024	1	\$ 143.00	\$ 143.00
Overview of remaining striping and discussion with Cristine.	3/12/2024	1.5	\$ 143.00	\$ 214.50
working on change orders 11-14	3/13/2024	1.5	\$ 143.00	\$ 214.50
working through change orders 11-4	3/14/2024	4.5	\$ 143.00	\$ 643.50
Preparing invoices. email to DEI in reference to contract amounts.	3/15/2024	1.5	\$ 143.00	\$ 214.50
Discuss work plans over weekend with David. Setup meeting monday to review striping with Cristine and Southern Synergy.	3/15/2024	1	\$ 143.00	\$ 143.00
Review and respond to compliant received via DOTD. Site walkthrough for striping.	3/18/2024	2.5	\$ 143.00	\$ 357.50
site visit to meet DOTD in reference to Loop cards being installed.	3/20/2024	2	\$ 143.00	\$ 286.00

ATTACHMENT A

follow up on OCP requirement. start to compile hours spent for supplement purposes.	3/22/2024	2.5	\$	143.00	\$	357.50
Review outstanding items quantities	3/29/2024	1	\$	143.00	\$	143.00
Work on outstanding COs.	3/29/2024	1	\$	143.00	\$	143.00
Follow up on loop card install on west frontage road signal.	4/3/2024	1	\$	143.00	\$	143.00
Setup final acceptance walkthrough meeting.	4/8/2024	1.5	\$	143.00	\$	214.50
Follow up on emails in reference to final walkthrough.	4/9/2024	0.5	\$	143.00	\$	71.50
Final Walkthrough	4/15/2024	4	\$	143.00	\$	572.00
Work on outstanding COs.	4/15/2024	1	\$	143.00	\$	143.00
Review and forward notes for Area Engineer to Contractor.	4/16/2024	1.5	\$	143.00	\$	214.50
Follow up with Cristine on signage that was installed. Plan provided.	4/18/2024	1	\$	143.00	\$	143.00
Help Brandt with Quantities	4/22/2024	1.5	\$	143.00	\$	214.50
Compile estimate.	4/23/2024	2.5	\$	143.00	\$	357.50
Revise estimate.	4/25/2024	1.5	\$	143.00	\$	214.50
Help Brandt with Field Book quantities.	4/26/2024	2	\$	143.00	\$	286.00
Finalize revision to estimate.	4/29/2024	1.5	\$	143.00	\$	214.50
Second revision of estimate to Boh Bros.	5/2/2024	0.5	\$	143.00	\$	71.50
Being drafting Supplement request for additional RI and CA during construction.	5/3/2024	2	\$	143.00	\$	286.00
Totals		79			\$	11,297.00

Administration Ashley Vollenweider	Date	Hours	Rate	Billed Amount
Assisted Tristan with CO for Assembly Period	3/5/2024	0.25	\$ 70.00	\$ 17.50
Totals		0.25		\$ 17.50

Tristan Sharp	Date	Hours	Rate	Billed Amount
placing pictures in with DWRs, placing qty into qty tracker and fieldbook. approved certified payrolls	2/1/2024	2	\$ 70.00	\$ 140.00
reviewing COs 5.6 and 7 attaching correct attachments and updating cat worksheet and reason code chart	2/6/2024	1	\$ 70.00	\$ 70.00
placing All of January DWRs into Site manger, Authorizing the diaries. placing proposed change orders into sitemanager	2/7/2024	3.5	\$ 70.00	\$ 245.00
Approving certified payrolls	2/12/2024	0.5	\$ 70.00	\$ 35.00
Placing pictures with DWRs and placing qty into fieldbook, looking through 190/22 plans to determine which control section the qty fall under.	2/19/2024	5	\$ 70.00	\$ 350.00
Reviewed and approved payrolls. Checking qty in fieldbook and contractor reports	2/20/2024	6.75	\$ 70.00	\$ 472.50
checking qty in sitemanager for 190/22, making sure everything is in correctly, generating estimate	2/20/2024	0.5	\$ 70.00	\$ 35.00
placing pictures with DWRs and qty into fieldbook	2/20/2024	0.5	\$ 70.00	\$ 35.00
fixing charge days for PE#4 and generating estimate	2/21/2024	0.5	\$ 70.00	\$ 35.00
looking over US190/LA22 qty to get project total	2/21/2024	6.3	\$ 70.00	\$ 441.00
looking over US190/LA22 qty to get project total	2/22/2024	6	\$ 70.00	\$ 420.00
angela with DOTD reach out to me to get diamond electric payrolls approved, however, i am waiting on prime contractor to fix the labor exceptions, follow up emails sent to fix this issue as it is holding up estimate #4. approved payrolls, looking over US190/LA22 qty to get project total	2/23/2024	5	\$ 70.00	\$ 350.00
*approved payrolls, emailed Cathy, Angela, and Charles to get payrolls submitted and approved today to run est #4	2/26/2024	6.35	\$ 70.00	\$ 444.50
reached out to brandt to breakdown Sign type B (furnish and install) to move forward with getting project total.	2/26/2024	0.5	\$ 70.00	\$ 35.00
*reviewing and correcting project totals, *placing qty into fieldbook, *Placed pictures with DWR	2/27/2024	1.5	\$ 70.00	\$ 105.00
Revised CO#6, added attachments and placed CO#6 to pending.				
placed pictures with DWRs, updated headlight reports. approved certified payrolls	2/27/2024	1.5	\$ 70.00	\$ 105.00
approved certified payrolls				
went through qtys with arthur to get project totals	3/1/2024	3.65	\$ 70.00	\$ 255.50
*Placing pictures with DWRs, *placing DWRs into headlight *placing qty into field book				
* submitting and reviewing DWRs in headlight and transferring to SM *uploading attachments to CO#11 and CO#7 and set to pend.	3/5/2024	6.5	\$ 70.00	\$ 455.00
placing DWRs from rejected back to pending in headlight to correct the issue, resubmitted and corrected date to see if they will sync to SM. Emailing kacey with DOTD to get issue resolved.	3/6/2024	3	\$ 70.00	\$ 210.00
placed all February DWRs into sitemanager and authorized reports.				
approved certified payrolls	3/7/2024	1.25	\$ 70.00	\$ 87.50
placing verbiage into CO#1 for US190/LA22 Assembly Period	3/7/2024	0.5	\$ 70.00	\$ 35.00
approved certified payrolls	3/11/2024	0.5	\$ 70.00	\$ 35.00
approved payrolls. placed SWRs into headlight and submitted them to review	3/13/2024	2.5	\$ 70.00	\$ 175.00
approving certified payrolls	3/14/2024	0.25	\$ 70.00	\$ 17.50
Traffic Control Log review				
placing qty into fieldbook, locating stations for qty	3/15/2024	1.5	\$ 70.00	\$ 105.00
reviewing DWRs in headlight to sync to SM				
reviewing sync DWR in SM, making sure everything switched over correctly, correcting the days charged	3/18/2024	1.5	\$ 70.00	\$ 105.00
placed pictures with DWRs, Placed DWrs into headlight,	3/19/2024	2	\$ 70.00	\$ 140.00
reviewing DWRs in headlight to sync to SM, reviewing fieldbook,placing qty				
reviewing sync DWR in SM, making sure everything switched over correctly, correcting the days charged	3/20/2024	4	\$ 70.00	\$ 280.00

ATTACHMENT A

approved payrolls	3/21/2024	0.25	\$	70.00	\$	17.50
traffic control logs	3/22/2024	0.25	\$	70.00	\$	17.50
Labor Exceptions, sent email to prime contractor, awaiting response.	3/25/2024	0.25	\$	70.00	\$	17.50
Placing pictures with DWRs, placing DWRs into headlight	3/26/2024	0.75	\$	70.00	\$	52.50
March 11th- March 20th has been made into document, reviewed, and submitted to SM. reviewed and approved payrolls	3/27/2024	1.25	\$	70.00	\$	87.50
Reviewing over certified payrolls	4/1/2024	0.25	\$	70.00	\$	17.50
certified payrolls. placing qrys into SM. placed march 21st-31st DWRs in headlight to sync to SM.	4/2/2024	2.25	\$	70.00	\$	157.50
Authorized DWRs in SM and correcting days charged . approved payrolls	4/3/2024	0.75	\$	70.00	\$	52.50

Totals **78.55** **\$** **5,498.50**

Total Fee	Total Billed Thru January	Additional Fee Requested
\$ 86,881.28	\$ 86,675.50	\$ 18,631.72

Total Task 2.0 Construction Administration

Task 2.1 Inspection Construction

Inspector
Austin Gauthreaux

	Date	Hours	Rate	Billed Amount
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Straight Time

Observed the drain inlet being placed and pipe being placed 2/12/2024 9 \$ 83.00 \$ 747.00

Totals **9** **\$** **747.00**

Brandt Bianchini

	Date	Hours	Rate	Billed Amount
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Wrecking forms. Dressing up job site. Removed temporary controller cabinets. Picked up old traffic signs.	2/1/2024	9.5	\$	83.00	\$	788.50
Installing signs around the job site. Worked on daily reports. Progress meeting.	2/6/2024	8.75	\$	83.00	\$	726.25
Working on the drainage at service rd B near cafe du monde. Sawcut driveway. Got materials delivered.	2/7/2024	4.25	\$	83.00	\$	352.75
Working on the drainage at service rd B near cafe du monde. Sawcut driveway. Got materials delivered.	2/8/2024	10	\$	83.00	\$	830.00
Working on drainage at Service Rd B. Sawcut driveway at Cafe Du Monde.	2/9/2024	4.75	\$	83.00	\$	394.25
Working on drainage at Service Rd B.	2/13/2024	4.25	\$	83.00	\$	352.75
Working on drainage at Service Rd B.	2/14/2024	7.5	\$	83.00	\$	622.50
Working on drainage at Service Rd B. Working on widening the roadway at Service Rd B.	2/15/2024	8.5	\$	83.00	\$	705.50
Working on widening the roadway at Service Rd B.	2/16/2024	3.25	\$	83.00	\$	269.75
Working on widening the roadway at Service Rd B.	2/18/2024	4.25	\$	83.00	\$	352.75
Working on widening the roadway at Service Rd B. Working on daily reports. Drainage at corner of Service Rd A and LA 22.	2/19/2024	10.75	\$	83.00	\$	892.25
Working on widening the roadway at Service Rd B. Working on drainage at Service Rd A and LA 22. Installing rock at Service Rd B. Drainage in front of McDonald's.	2/20/2024	8.75	\$	83.00	\$	726.25
Working on drainage at Service Rd A and LA 22. Installing rock at Service Rd B. Drainage in front of McDonald's. Installed black base at Service Rd B. Working on catch basin on ramp A.	2/21/2024	9	\$	83.00	\$	747.00
Installed black base at Service Rd B. Working on catch basin on ramp A. Working on catch basin on ramp D. Installed binder course on Service Rd B.	2/22/2024	8.25	\$	83.00	\$	684.75
Installed binder course on Service Rd B. Installed catch basin on ramp D. Moved materials.	2/23/2024	3.25	\$	83.00	\$	269.75
Installed binder course on Service Rd B. Installed catch basin on ramp D. Moved materials.	2/23/2024	1.75	\$	83.00	\$	145.25
Milled at Service Rd B. Installing wearing course at Service Rd B.	2/25/2024	4	\$	83.00	\$	332.00
Milling and installing wearing course at Service Rd B. Excavating driveways and forming up at Service Rd B.	2/26/2024	10.5	\$	83.00	\$	871.50
Excavating driveways and forming up at Service Rd B. Poured driveways at Service Rd B.	2/27/2024	10	\$	83.00	\$	830.00
Pouring driveways at Service Rd B. Wrecking forms. Started prepping for guardrail underneath the overpass.	2/28/2024	10.25	\$	83.00	\$	850.75
Working on guardrail underneath the overpass. Dressing up. Cutting loops at Service Rd B.	2/29/2024	5.5	\$	83.00	\$	456.50
Working on guardrail underneath the overpass. Dressing up. Cutting loops at Service Rd B.	3/1/2024	1	\$	83.00	\$	83.00
Working on daily reports. Working on guardrail underneath the overpass. Excavating driveways at Service Rd B. Pouring new driveways at Service Rd B.	3/3/2024	2.75	\$	83.00	\$	228.25
Working on daily reports. Working on guardrail underneath the overpass. Excavating driveways at Service Rd B. Pouring new driveways at Service Rd B.	3/3/2024	3.25	\$	83.00	\$	269.75
Poured the driveways at Cafe du Monde at Service Rd B. Working on the guardrail underneath the overpass.	3/4/2024	5.75	\$	83.00	\$	477.25
Excavating and forming up for shopping center driveway. Cutting loops at Service Rd B. Pumping water under the bridge. Removing embankment because its too soft.	3/5/2024	4	\$	83.00	\$	332.00
Poured shopping center driveway. Working on guardrail underneath the overpass. Removing embankment because its too soft.	3/6/2024	11.25	\$	83.00	\$	933.75
Working on the guardrail underneath the overpass. Removing embankment. Removing asphalt at edge of road.	3/7/2024	1.5	\$	83.00	\$	124.50
Asphalt patch at shopping center driveway at Service Rd B. Asphalt patch at catch basin in front of McDonald's at Service Rd A. Dressing up job site.	3/8/2024	5.25	\$	83.00	\$	435.75
Working on guardrail underneath the overpass. Dressing up the job site.	3/10/2024	4	\$	83.00	\$	332.00
Dressing up job site. Working on guardrail.	3/11/2024	7.5	\$	83.00	\$	622.50
Dressing up job site. Working on guardrail. Worked on daily reports.	3/12/2024	9.25	\$	83.00	\$	767.75
Dressing up job site. Working on guardrail. Forming up for sign pads.	3/13/2024	9	\$	83.00	\$	747.00
Poured concrete for guardrail underneath the overpass. Poured sign pads. Wrecked forms. Dressing up around sign pads.	3/14/2024	12.5	\$	83.00	\$	1,037.50
Installing guardrail. Installing signs around the job site. Striping around the job site.	3/18/2024	4.25	\$	83.00	\$	352.75

ATTACHMENT A

Grouted guardrail. Installing signs around the job site. Striping around the job site. Dressing up job site.	3/19/2024	9.5	\$	83.00	\$	788.50
Installing signs around the job site. Striping around the job site. Dressing up job site.	3/20/2024	8.25	\$	83.00	\$	684.75
Installing signs around the job site. Striping around the job site. Dressing up job site.	3/21/2024	5.25	\$	83.00	\$	435.75
Worked on daily reports	3/26/2024	5.5	\$	83.00	\$	456.50
On site measuring pavement striping quantities.	3/27/2024	3.5	\$	83.00	\$	290.50
Met with project manager to discuss quantities.	3/28/2024	2	\$	83.00	\$	166.00
On site measuring pavement striping quantities.	3/29/2024	4.5	\$	83.00	\$	373.50
Reviewed and edited daily reports. Worked on stationing for the pavement striping.	4/1/2024	6.25	\$	83.00	\$	518.75
Worked on stationing for pavement striping. Reconciling field book.	4/2/2024	6.25	\$	83.00	\$	518.75
Reconciling field book.	4/3/2024	6.75	\$	83.00	\$	560.25
Reconciling field book.	4/4/2024	5.5	\$	83.00	\$	456.50
Reconciling field book.	4/8/2024	5.25	\$	83.00	\$	435.75
Reconciling field book. Reviewed and edited DWRs.	4/9/2024	7.5	\$	83.00	\$	622.50
Reconciling the field book. Reviewed and edited daily reports.	4/11/2024	8.5	\$	83.00	\$	705.50
Reconciling field book and site manager quantities.	4/17/2024	8.5	\$	83.00	\$	705.50
Reconciling site manager and field book.	4/18/2024	5	\$	83.00	\$	415.00
On site to count pavement markers. Reconciling site manager and field book.	4/19/2024	4	\$	83.00	\$	332.00
Reconciling site manager and field book. Generating estimate.	4/22/2024	7	\$	83.00	\$	581.00
Reconciling site manager and field book.	4/23/2024	8	\$	83.00	\$	664.00
Reconciling site manager and field book.	4/24/2024	8	\$	83.00	\$	664.00
Reconciling site manager and field book.	4/25/2024	8	\$	83.00	\$	664.00
Reconciling site manager and field book. Generating estimate.	4/26/2024	5	\$	83.00	\$	415.00
Reconciling site manager and field book. Generating estimate. Reviewing overrun and underrun quantities.	4/29/2024	8.25	\$	83.00	\$	684.75
Reviewing overrun and underrun quantities.	4/30/2024	8	\$	83.00	\$	664.00
Reviewing overrun and underrun quantities.	5/1/2024	7.75	\$	83.00	\$	643.25

Totals	390.25	\$ 32,390.75		
Total Task 2.1 Inspection Construction		\$ 33,137.75	Total Fee	Additional Fee
Grand Total Requested for Supplement Agreement 2			\$ 134,082.00	\$ 27,231.29
			\$ 128,175.54	\$ 45,863.01

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-33

A RESOLUTION OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 1 TO THE CURTIS ENVIRONMENTAL PROFESSIONAL SERVICES CONTRACT FOR THE CONTINUATION OF PERFORMANCE OF VARIOUS POTABLE AND WASTEWATER SYSTEM CONSULTING, OPERATION, TESTING, AND REPORTING SERVICES ON AS NEEDED BASIS AND PROVIDING FOR OTHER MATTERS CONNECTED THEREWITH

WHEREAS the City of Mandeville and Curtis Environmental Services Inc. entered into a professional services agreement on August 20, 2021, to provide professional services for the City of Mandeville’s Potable and Wastewater System as specified by the Department of Public Works;

WHEREAS the original Agreement has a duration of three years (3) from the Effective Date of August 20, 2021; and

WHEREAS the parties now desire to amend the original Agreement to add two (2) additional years for Curtis Environmental Services Inc. to continue services for the Potable Wastewater System Consulting, Operation, Testing, and Reporting Services; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mandeville hereby authorizes the mayor to execute Amendment No. 1 to the original Professional Services Agreement between the City of Mandeville and Curtis Environmental Services Inc., attached hereto and made a part of this resolution hereto.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ___ the day of June 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

CURTIS ENVIRONMENTAL SERVICES, INC.

**POTABLE AND WASTEWATER SYSTEM
CONSULTING, OPERATION, TESTING, AND REPORTING**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Curtis Environmental Services, Inc., represented by Mike Curtis, President, (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on August 20, 2021 (the “**Agreement**”) to provide professional services for the City of Mandeville’s Potable and Wastewater System as specified by the Department of Public Works;

WHEREAS, the Original Agreement has a duration of three (3) years from the Effective Date of August 20, 2021; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add two (2) additional years for the Consultant to continue services of the Agreement for the Potable Wastewater System Consulting, Operation, Testing, and Reporting Services (the “**Project**”);

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

A. SERVICES: The following professional services are added to the Consultant Scope of Work for the **Potable and Wastewater System Services**:

1. None.

B. COMPENSATION:

1. **Fees Added for Potable and Wastewater System Services.**

No fees are added to the Consultant’s compensation for the services in the Agreement.

2. **Maximum Amount.**

The method of compensation did not change from the original Agreement.

The City's obligation to compensate the Consultant for providing the services identified and described in the original agreement did not change from the Fee Schedule (Attachment A) and Section 4.01 set forth in the original agreement.

C. **CONTRACT TIME AND SCHEDULE:**

1. Contract duration shall be extended for two (2) additional years from the end of the original contract expiration date (08/20/2024) to a new date of 08/20/2026.

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

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

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

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

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

Executed on this ____ day of _____, 2024.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CURTIS ENVIRONMENTAL SERVICES, INC.

BY: _____
MIKE CURTIS, PRESIDENT

CORPORATE TAX I.D. _____

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

ORDINANCE NO. 24-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE CREATING THE POSITION OF PLANNER I - CFM TO REPLACE THE POSITION OF PLANNER I – SPECIAL PROJECTS WITHIN THE PLANNING DEPARTMENT AND ADOPTING AND AMENDING THE CLASSIFICATION, JOB DESCRIPTION, AND PAY SCALE, 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 create, change, alter, consolidate or abolish City departments, offices and agencies and/or the reallocation of the functions, powers, duties and responsibilities of such departments, offices or agencies.

WHEREAS, the Administration recommends to the City Council that it reallocate duties and responsibilities of the Planner I – Special Projects position to reflect a change in the Planning Department that has had a permanent and substantial effect on the assignment and scope of duties and responsibilities therein; and,

WHEREAS, the Municipal Employees' Civil Service Board recommends to the City Council that it that it reallocate duties and responsibilities of the Planner I – Special Projects position to reflect a change in the Planning Department that has had a permanent and substantial effect on the assignment and scope of duties and responsibilities therein.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Mandeville hereby creates the position of Planning Technician within the Planning Department and adopts and amends the job classification, job description, and pay scale as set forth in Exhibit "A" and "B" respectively and made a part of this ordinance; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that this ordinance shall be effective following the Mayor's signature; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and they are hereby authorized and empowered to take any and all actions which they, in the exercise of their 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 _____, 2024

Clerk of Council

Jason Zuckerman

Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2024 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2024 at ____ o'clock __.m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2024, 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 _____, 2024 at ____ o'clock ____m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2024 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ____ day of _____, 20____.

CLERK OF COUNCIL



POSITION DESCRIPTION

CLASS TITLE:	Planner I	DATE COMPLETED:	Pending
FUNCTIONAL TITLE:	Planner I -- CFM	FLSA STATUS:	NE
DEPARTMENT:	Planning & Development	CLASS NUMBER:	8
IMMEDIATE SUPERVISOR:	Director of Planning & Development	JOB CODE:	0194

JOB FUNCTION:

The position of Planner I performs a variety of routine and complex work that includes working with developers, property owners, the general public and other City departments in regard to land use, planning and zoning issues. Additionally, the Planner I will assist the floodplain manager in the daily implementation of City of Mandeville's flood loss reduction activities and any of the activities related to the National Flood Insurance Program (NFIP) and Community Rating System (CRS) Program files. These tasks are performed without close supervision and under the general guidance and direction of the Director of the Department of Planning & Development.

ESSENTIAL JOB FUNCTIONS:

- Provides information to the public regarding development regulations. Assists the general public, City staff, and others in functions that involve development regulations such as: zoning and subdivision requests, building permits, variances, conditional use permits, special use permits, subdivision and rezoning requests, zoning violations, and signage regulations
- Reviews or assists in the review of moderately difficult development proposals and site plans for conformance with codes, plans, and regulations
- Assists in the preparation of letters and reports and assists in reviewing and processing applications for land development, including Special Use Permits, Conditional Use Permits, rezoning, development plans, variances, and general plan amendments
- Reviews residential and commercial building permits for compliance with land use ordinances including Floodplain regulations
- Reviews applications and submittals and provides plan review for development and building permits, special use permits, conditional use permits, variances, annexations, and rezoning
- Researches and prepares staff reports and participates in Planning and Zoning Commission meetings
- Assists in preparing public notices and agendas for meetings of the Planning & Zoning Commission and posting of zoning cases monthly throughout the City for proper public notification of all pending cases
- Assists with a variety of code compliance activities including zoning, land use, housing, parking, and nuisance abatement. Works with the Code Enforcement Officer in research and review of abatement policies and procedures
- Assists with Floodplain management including:
 - Review permit applications and projects to ensure compliance with Federal Emergency Management Agency (FEMA), National Flood Insurance Program (NFIP), and Mandeville's Flood Damage Prevention Ordinance requirements

- Explain Flood Damage Prevention Ordinance requirements, the requirements of the National Flood Insurance Program, and other floodplain management requirements to the public, applicants and community officials as needed
- Assist in enforcement of the Flood Damage Prevention Ordinance, which may include maintenance of records regarding development, review of building permit applications, site plans, surveys, and approvals from other agencies, elevation certificates, correspondence, and other related floodplain management actions
- Assist with Community CRS activities to maintain and improve, when possible, the community CRS classification:
 - Meet with FEMA and state representatives for Community Assistance Visits (CAV), Community Rating System (CRS) reviews, and other actions for coordination
 - Maintain records and documents that keep the community eligible to participate in the NFIP and the Community Rating System (CRS)
 - Assist in coordinating FEMA Hazard Mitigation, Flood Mitigation Assistance, Pre-Disaster and other flood mitigation grant program applications
 - Maintain approved FEMA mitigation grant records and collect necessary documentation required by the State NFIP and/or State Emergency Management Office and FEMA for potential closeout/audit
 - Assist in the review, edit, and processing all FEMA periodic invoices, received from contractors performing mitigation projects, to the appropriate community accounting office for payment as well as preparing subsequent reimbursement requests to the State NFIP and/or Emergency Management Office to recover the FEMA (Federal) share for all mitigation projects
 - Assist in conducting an annual review of the FEMA “Repetitive Loss” list to identify properties, located within the community, to verify accuracy and establish priorities for possible mitigation
 - Assists in resolving citizen and customer issues
 - Conducts field evaluations and assessments
- Other duties as assigned

MINIMUM REQUIRED EDUCATION & EXPERIENCE:

- Bachelor’s Degree from an accredited college or university with major coursework in Architecture/Architectural History, Planning, Urban Planning, landscape Architecture or Design, Public Administration, Urban Geography, or a related field, in addition to one year of planning experience; or
- Five (5) years of experience including two (2) years of increasingly responsible related experience in planning and/or floodplain administration; or
- Any equivalent combination of related education and experience

MINIMUM REQUIRED KNOWLEDGE, SKILLS & ABILITIES:

- Strong verbal and written communication skills and ability to explain rules and procedures clearly to the public
- Ability to interpret regulations, review plans and apply provisions of the ordinances and codes to determine compliance with such regulations and to apply regulations to field conditions.

- Strong computer skills, with working knowledge of Microsoft Office
- Ability to provide excellent customer service and to communicate clearly and concisely in a courteous and helpful manner
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with citizens, City Officials and Administrators, employees and business associates
- Ability to work independently or in a team environment as needed
- Ability to maintain attention to detail and work effectively under stress and changes in work priorities
- Ability to exercise a high degree of diplomacy in contentious or confrontational situations
- Ability to critically assess situations, problem-solve, and work effectively under stress
- Ability to prioritize projects for timely and accurate completion within established deadlines and changes in work priorities
- Working Knowledge of computer hardware and software programs, which may include Microsoft Office, Internet applications, and permitting software
- Basic Knowledge of the principles and practices of planning
- Strong knowledge of Floodplain Management

SPECIAL REQUIREMENTS:

- Must possess a valid Louisiana State driver's license or have the ability to obtain one prior to employment
- AICP certification preferred, or must obtain within two (2) years of employment
- Certification as a Floodplan Manager (CFM) preferred, or must obtain within one (1) year of employment

ESSENTIAL MENTAL & PHYSICAL REQUIREMENTS:

The physical demand described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Work is performed in both office and in field settings. Outdoor work is required in the inspection of various land uses and other matters. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

- Ability to read and interpret a document if required to perform the essential job functions.
- Ability to walk, sit, talk, and hear
- Ability to use hands to finger, handle or operate objects, tools, or controls
- Ability to reach with hands and arms
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus
- Ability to occasionally stand, climb or balance, stoop, kneel, crouch, or crawl
- Ability to lift/move/carry approximately 25 pounds if required to perform the essential job functions (If the employee is unable to lift/move/carry this weight and can be accommodated

without causing the department/division an "undue hardship" then the employee must be accommodated; hence omitting lifting/moving/carrying as a physical requirement)

WORK ENVIRONMENT:

- The work environment is in an indoor, climate-controlled office. The employee occasionally works in outside weather conditions.
- The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

While the work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed in this document are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPROVAL:

CLASS TITLE:	Planner I - CFM	
FUNCTIONAL TITLE:	Planner I - CFM	
DEPARTMENT:	Planning & Development	
	Department Director	Human Resources Director

Ord _____

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

ORDINANCE NO. 24-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE CREATING THE POSITION OF PLANNER I - LANDSCAPE TO REPLACE THE POSITION OF INSPECTOR – LANDSCAPE & URBAN FORESTRY WITHIN THE PLANNING DEPARTMENT AND ADOPTING AND AMENDING THE CLASSIFICATION, JOB DESCRIPTION, AND PAY SCALE, 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 create, change, alter, consolidate or abolish City departments, offices and agencies and/or the reallocation of the functions, powers, duties and responsibilities of such departments, offices or agencies.

WHEREAS, the Administration recommends to the City Council that it reallocate duties and responsibilities of the Inspector – Landscape and Urban Forestry position to reflect a change in the Planning Department that has had a permanent and substantial effect on the assignment and scope of duties and responsibilities therein; and,

WHEREAS, the Municipal Employees' Civil Service Board recommends to the City Council that it that it reallocate duties and responsibilities of the Inspector – Landscape & Urban Forestry position to reflect a change in the Planning Department that has had a permanent and substantial effect on the assignment and scope of duties and responsibilities therein.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Mandeville hereby creates the position of Planning Technician within the Planning Department and adopts and amends the job classification, job description, and pay scale as set forth in Exhibit "A" and "B" respectively and made a part of this ordinance; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that this ordinance shall be effective following the Mayor's signature; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and they are hereby authorized and empowered to take any and all actions which they, in the exercise of their 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 _____, 2024

Clerk of Council

Jason Zuckerman
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2024 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2024 at ____ o'clock __.m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2024, 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 _____, 2024 at ____ o'clock ____m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2024 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ____ day of _____, 20____.

CLERK OF COUNCIL

POSITION DESCRIPTION

EXHIBIT A



CLASS TITLE:	Planner I - Landscape	DATE COMPLETED:	PENDING
FUNCTIONAL TITLE:	Planner I - Landscape	FLSA STATUS:	NE
DEPARTMENT:	Planning & Development	CLASS NUMBER:	8
IMMEDIATE SUPERVISOR:	Director of Planning	JOB CODE:	0166

JOB FUNCTION:

This position performs a variety of routine and complex technical work including ordinance review, enforcement, and City landscaping issues directed at securing compliance with City zoning codes. This job involves field inspections of landscaping, sign installation, and parking facilities to ensure compliance with applicable City codes. Incumbent oversees the maintenance of all City trees. The Planner I performs a variety of routine and complex work. These tasks are performed without close supervision and under the general guidance and direction of the Director of Planning & Development.

ESSENTIAL JOB FUNCTIONS:

- Assists the public, City staff, and other professionals in functions that involve land use processes
- Reviews applications and submittals, and provides plan review for development and building permits, special use permits, conditional use permits, variances, annexations, and rezoning, including conducting field evaluations and assessments
- Assists code enforcement officials and public in identifying and resolving zoning violations and ordinance compliance (testifying in court may be necessary)
- Reviews residential and commercial building permits for compliance with land use ordinances and other regulations
- Coordinates with other departments and public on plan modifications
- Attends and prepares research for Planning and Zoning Commission meetings, Historic Preservation District Commission meetings, Parks and Parkways Commission meetings, and other meetings as needed
- Inspects landscaping on commercial projects, subdivisions, residential projects and others to ensure compliance with provisions of Article 9 of the Comprehensive Land Use Regulations Ordinance (CLURO.) Coordinates with city consulting landscape architect and arborist as needed.
- Reviews landscape plans and related site plans for compliance with the CLURO. Consults with consulting landscape architect and arborist as needed.
- Updates tree inventory and coordinates maintenance of City trees, including pruning, removal and replacement with Department of Public Works.
- Investigates all reports of hazardous trees and contracts tree removal services as needed.
- Coordinates with Department of Public Works to review plans for public improvement projects as they relate to impact of project on green infrastructure and coordinates and schedules consulting arborist and landscape architect when required.
- Assist in the creating and updating an inventory of publicly owned open space and assists in developing a plan for green infrastructure care (i.e.: mulching, pruning, and watering)
- Assists in grant seeking and writing for all green-related aspects of the City.
- Performs site inspections as they relate to landscaping, open space, site development, parking, signage, and any other issues related to the CLURO.
- Assists in resolving complex and sensitive customer service issues, either personally, by telephone or in writing as it pertains to landscaping.
- Maintains records and documents of customer service issues and resolutions.
- Performs other duties as assigned.

MINIMUM REQUIRED KNOWLEDGE, SKILLS & ABILITIES:

- General knowledge of plant materials, tree identification, and plan review.
- Ability to read surveys and plans.
- Ability to organize and maintain field and office data and reports.
- Ability to communicate effectively, both orally and in writing, with contractors, developers, property owners, employees, consultants, other governmental agency representatives, City officials and the general public.
- Ability to effectively meet and deal with the public with tact and diplomacy.
- Ability to establish and maintain effective working relationships with citizens, employees, supervisors, and the general public.
- Ability to follow verbal and written instructions.

MINIMUM REQUIRED EDUCATION & EXPERIENCE:

- Bachelor's Degree from an accredited college or university with major coursework in Architecture/Architectural History, Planning, Urban Planning, landscape Architecture or Design, Public Administration, Urban Geography, or a related field, in addition to one year of planning experience; or
- Five years of experience including two years of experience in planning with job responsibilities similar to those herein described; or
- Any equivalent combination of related education and experience

SPECIAL REQUIREMENTS:

- Must possess a valid State driver's license or have the ability to obtain one prior to employment.
- Must possess Louisiana Arborist License, or ability to obtain one within two (2) years.

ESSENTIAL MENTAL & PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable qualified individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments and construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

- Ability to read and interpret a document if required to perform the essential job functions.
- Ability to walk, sit, talk, and hear.
- Ability to use hands to finger, handle or operate objects, tools, or controls.
- Ability to reach with hands and arms.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, peripheral vision, depth perception, and the ability to adjust focus.
- Ability to occasionally stand, climb or balance, stoop, kneel, crouch, or crawl.
- Ability to lift/move/carry approximately 25 pounds if required to perform the essential job functions. If the employee is unable to lift/move/carry this weight and can be accommodated without causing the department/division an "undue hardship" then the employee must be accommodated; hence omitting lifting/moving/carrying as a physical requirement.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee occasionally works in outside weather conditions while performing the inspection of various land use developments and construction sites.
- The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.
- The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

While the work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPROVAL:

CLASS TITLE:	Planner I - Landscape	
FUNCTIONAL TITLE:	Planner I - Landscape	
DEPARTMENT:	Planning & Development	
Department Director		Human Resources Director

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER ZUCKERMAN, SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

ORDINANCE NO. 24-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE CREATING THE POSITION OF PLANNING TECHINCIAN TO REPLACE THE POSITION OF PLANNING SECRETARY WITHIN THE PLANNING DEPARTMENT AND ADOPTING AND AMENDING THE CLASSIFICATION, JOB DESCRIPTION, AND PAY SCALE, 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 create, change, alter, consolidate or abolish City departments, offices and agencies and/or the reallocation of the functions, powers, duties and responsibilities of such departments, offices or agencies.

WHEREAS, the Administration recommends to the City Council that it reallocate duties and responsibilities of the Planning Secretary position to reflect a change in the Planning Department that has had a permanent and substantial effect on the assignment and scope of duties and responsibilities therein; and,

WHEREAS, the Municipal Employees' Civil Service Board recommends to the City Council that it that it reallocate duties and responsibilities of the Planning Secretary position to reflect a change in the Planning Department that has had a permanent and substantial effect on the assignment and scope of duties and responsibilities therein.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Mandeville hereby creates the position of Planning Technician within the Planning Department and adopts and amends the job classification, job description, and pay scale as set forth in Exhibit "A" and "B" respectively and made a part of this ordinance; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that this ordinance shall be effective following the Mayor's signature; and,

NOW THEREFORE, BE IT FURTHER ORDAINED that the Clerk of this Council be and they are hereby authorized and empowered to take any and all actions which they, in the exercise of their 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 _____, 2024

Clerk of Council

Jason Zuckerman
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2024 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2024 at ____ o'clock __.m.

L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2024, 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 _____, 2024 at ____ o'clock ____m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2024 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ____ day of _____, 20____.

CLERK OF COUNCIL

POSITION DESCRIPTION

EXHIBIT A



CLASS TITLE:	Planning Technician	DATE COMPLETED:	PENDING
FUNCTIONAL TITLE:	Planning Technician	FLSA STATUS:	NE
DEPARTMENT:	Planning	CLASS NUMBER:	5
IMMEDIATE SUPERVISOR:	Director of Planning	JOB CODE:	0141

JOB FUNCTION:

This position works under the supervision of the Director of Planning. Work involves the performance of complex and diverse clerical operations in support of the Planning Department, including typing and transcription. It requires the application of judgment and knowledge of City operations gained through experience. Correspondence work is distinguished by incumbent's ability to personally compose letters in matters of recurrent nature. Employees in this class develop and refine their own routine and perform work with a minimum of supervision, a high degree of accuracy, independent judgement, and discretion.

ESSENTIAL JOB FUNCTIONS:

- Serves as support to the Department of Planning & Development and assists the general public, City staff, and others in functions that involve land use processes such as: zoning and subdivision requests, building permits, variances, conditional use permits, special use permits, subdivision and rezoning requests, zoning violations, and signage regulations
- Receives telephone inquiries in a courteous manner, researches matters, and responds to inquiries as appropriate; refers inquiries to Planner, Building Official or other Staff as necessary. Provides positive first impression for visitors to City Hall
- Prepares correspondence, maintains planning and zoning files, and performs other support duties for the Planning Department staff
- Assists the general public, City staff, and others in functions that involve land use processes such as: zoning and subdivision requests, building permits, variances, conditional use permits, special use permits, subdivision and rezoning requests, zoning violations, and signage regulations
- Assists Code Enforcement and the general public to identify and resolve zoning and other code violations.
- Data entry of building permit applications and inspections
- Serves as Secretary to the Planning and Zoning Commission and Parks and Parkways Commission and attends meetings and maintain official records and files of related matters including but not limited to minutes, case files and correspondence files
- Assists with Community Rating System activities and other floodplain administrative work.
- Maintains departmental records of leave and overtime
- Performs other related duties as assigned

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

- Graduation from high school or GED equivalent
- Two years of increasingly responsible related experience
- Any equivalent combination of education and progressively responsible experience

MINIMUM REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- Exceptional filing, record-keeping, and organizational skills
- Skilled in communication, both verbally and in writing
- Working knowledge of printers, copiers, scanners, fax machines and various computer software, including the Microsoft Office Suite
- Ability to establish and maintain effective working relationships and use good judgement, initiative and resourcefulness with co-workers, the public, elected officials and members of the City's Boards and Commissions
- Ability to work independently or in a team environment
- Must be able to handle stressful situations, work with frequent interruptions, and adjust quickly to changes in priority

SPECIAL REQUIREMENTS:

- Knowledge of governmental requirements as related to record management and parliamentary procedures preferred
- Knowledge of building permits/inspections and planning processes preferred

ESSENTIAL MENTAL & PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- Ability to operate a keyboard if required to perform the essential job functions
- Ability to read and interpret a document if required to perform the essential job functions
- Ability to sit and talk and hear
- Ability to use hands to finger, handle or operate objects, tools, or controls
- Ability to reach with hands and arms
- Ability to view objects at close vision, distance vision, and the ability to adjust focus
- Ability to lift/move/carry approximately 25 pounds if required to perform the essential job functions. If the employee is unable to lift/move/carry this weight and can be accommodated without causing the department "undue hardship" then the employee must be accommodated; hence omitting lifting/moving/carrying as a physical requirement.

WORK ENVIRONMENT:

While the work environment described here are representative of those an employee encounters while performing the essential job functions of this job, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The work environment is usually an indoor, climate-controlled office.
- While performing the duties of this job, the employee often works in outside weather conditions.
- The noise level in the work environment is light to moderate in the office and moderate to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPROVAL:

CLASS TITLE:	Planning Technician	
FUNCTIONAL TITLE:	Planning Technician	
DEPARTMENT:	Planning	
Department Director		Human Resources Director

Approved by Ordinance No. _____

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

Grade	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
0010	Accountant, Finance	29.80	30.40	31.01	31.63	32.26	32.91	33.56	34.23	34.92	35.62	36.33	37.06	37.80	38.55	39.32	40.11	40.91	41.73	42.57	43.42	44.29	45.17	46.08	47.00	47.94
0020	Accounting Specialist	20.59	21.01	21.43	21.85	22.29	22.74	23.19	23.66	24.13	24.61	25.10	25.61	26.12	26.64	27.17	27.72	28.27	28.84	29.41	30.00	30.60	31.21	31.84	32.47	33.12
0030	Assistant Superintendent - Buildings/Grounds	30.69	31.30	31.93	32.57	33.22	33.88	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.71	45.60	46.51	47.44	48.39	49.36
0030	Assistant Superintendent - Operations/Maintenance	30.69	31.30	31.93	32.57	33.22	33.88	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.71	45.60	46.51	47.44	48.39	49.36
0030	Assistant Superintendent - Water/Sewer	30.69	31.30	31.93	32.57	33.22	33.88	34.56	35.25	35.96	36.68	37.41	38.16	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.71	45.60	46.51	47.44	48.39	49.36
	Building Official	38.50	39.27	40.05	40.85	41.67	42.50	43.35	44.22	45.11	46.01	46.93	47.87	48.82	49.80	50.80	51.81	52.85	53.91	54.98	56.08	57.21	58.35	59.52	60.71	61.92
0060	Clerk I, Data Entry Clerk	17.20	17.54	17.89	18.25	18.62	18.99	19.37	19.76	20.15	20.55	20.96	21.38	21.81	22.25	22.69	23.15	23.61	24.08	24.56	25.05	25.56	26.07	26.59	27.12	27.66
0060	Clerk I, Mailroom Clerk	17.20	17.55	17.90	18.26	18.62	18.99	19.37	19.76	20.16	20.56	20.97	21.39	21.82	22.25	22.70	23.15	23.62	24.09	24.57	25.06	25.56	26.07	26.60	27.13	27.67
0060	Clerk I, Receptionist	17.20	17.54	17.89	18.25	18.62	18.99	19.37	19.76	20.15	20.55	20.96	21.38	21.81	22.25	22.69	23.15	23.61	24.08	24.56	25.05	25.56	26.07	26.59	27.12	27.66
0070	Clerk II, Accounts Payable/Purchasing	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	26.67	27.20	27.75	28.30	28.87	29.45	30.04	30.64	31.25
0070	Clerk II, Administrative Coordinator	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	26.67	27.20	27.75	28.30	28.87	29.45	30.04	30.64	31.25
0070	Clerk II, City Clerk	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	26.67	27.20	27.75	28.30	28.87	29.45	30.04	30.64	31.25
0070	Clerk II, City Court	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	26.67	27.20	27.75	28.30	28.87	29.45	30.04	30.64	31.25
0070	Clerk II, Cultural Development	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	26.67	27.20	27.75	28.30	28.87	29.45	30.04	30.64	31.25
0070	Clerk II, Utility Billing	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	26.67	27.20	27.75	28.30	28.87	29.45	30.04	30.64	31.25
0005	Clerk, Community Center	17.20	17.55	17.90	18.26	18.62	18.99	19.37	19.76	20.16	20.56	20.97	21.39	21.82	22.25	22.70	23.15	23.62	24.09	24.57	25.06	25.56	26.07	26.60	27.13	27.67
0050	Community Center Coordinator	26.00	26.53	27.06	27.60	28.15	28.71	29.29	29.87	30.47	31.08	31.70	32.33	32.98	33.64	34.31	35.00	35.70	36.41	37.14	37.88	38.64	39.41	40.20	41.01	41.83
0090	Crew Chief - Buildings & Grounds	23.01	23.47	23.94	24.42	24.91	25.41	25.92	26.44	26.96	27.50	28.05	28.61	29.19	29.77	30.37	30.97	31.59	32.22	32.87	33.53	34.20	34.88	35.58	36.29	37.02
0090	Crew Chief - Streets	23.01	23.47	23.94	24.42	24.91	25.41	25.92	26.44	26.96	27.50	28.05	28.61	29.19	29.77	30.37	30.97	31.59	32.22	32.87	33.53	34.20	34.88	35.58	36.29	37.02
0090	Crew Chief - Water/Sewer	23.01	23.47	23.94	24.42	24.91	25.41	25.92	26.44	26.96	27.50	28.05	28.61	29.19	29.77	30.37	30.97	31.59	32.22	32.87	33.53	34.20	34.88	35.58	36.29	37.02
0270	Electrical Technician	28.99	29.57	30.16	30.76	31.37	32.00	32.64	33.30	33.96	34.64	35.33	36.04	36.76	37.50	38.25	39.01	39.79	40.59	41.40	42.23	43.07	43.93	44.81	45.71	46.62
0100	Engineering Assistant	30.37	30.97	31.59	32.23	32.87	33.53	34.20	34.88	35.58	36.29	37.02	37.76	38.51	39.28	40.07	40.87	41.69	42.52	43.37	44.24	45.12	46.03	46.95	47.89	48.84
0110	Equipment Operator			24.91	25.41	25.92	26.44	26.96	27.50	28.05	28.61	29.19	29.77	30.37	30.97	31.59	32.22	32.87	33.53	34.20	34.88	35.58	36.29	37.02	37.76	38.51
0120	Field Representative			25.03	25.53	26.04	26.56	27.09	27.63	28.18	28.75	29.32	29.91	30.51	31.12	31.74	32.38	33.02	33.68	34.36	35.04	35.75	36.46	37.19	37.93	38.69
0130	Grants and Contracts Administrator			28.77	29.34	29.93	30.53	31.14	31.76	32.40	33.05	33.71	34.38	35.07	35.77	36.49	37.22	37.96	38.72	39.49	40.28	41.09	41.91	42.75	43.60	44.48
0140	Landscape/Urban Forestry Inspector	25.48	25.99	26.51	27.04	27.58	28.13	28.69	29.27	29.85	30.45	31.06	31.68	32.31	32.96	33.62	34.29	34.98	35.68	36.39	37.12	37.86	38.62	39.39	40.18	40.98
0150	Maintenance Worker I Streets	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.75	23.21	23.67	24.15	24.63	25.12	25.63	26.14	26.66	27.19
0150	Maintenance Worker I Water/Sewer	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.44	21.87	22.31	22.75	23.21	23.67	24.15	24.63	25.12	25.63	26.14	26.66	27.19
0160	Maintenance Worker II Building & Grounds	18.81	19.19	19.57	19.96	20.36	20.77	21.19	21.61	22.04	22.48	22.93	23.39	23.86	24.34	24.82	25.32	25.82	26.34	26.87	27.41	27.95	28.51	29.08	29.66	30.26
0160	Maintenance Worker II Streets & Drainage			19.57	19.96	20.36	20.77	21.19	21.61	22.04	22.48	22.93	23.39	23.86	24.34	24.82	25.32	25.82	26.34	26.87	27.41	27.95	28.51	29.08	29.66	30.26
0160	Maintenance Worker II Water/Sewer			19.57	19.96	20.36	20.77	21.19	21.61	22.04	22.48	22.93	23.39	23.86	24.34	24.82	25.32	25.82	26.34	26.87	27.41	27.95	28.51	29.08	29.66	30.26
0170	Permit Coordinator			19.91	20.31	20.71	21.13	21.55	21.98	22.42	22.87	23.33	23.79	24.27	24.76	25.25	25.76	26.27	26.80	27.33	27.88	28.44	29.01	29.59	30.18	30.78
0180	Planner I/GIS Administrator			24.64	25.14	25.64	26.15	26.67	27.21	27.75	28.31	28.87	29.45	30.04	30.64	31.25	31.88	32.52	33.17	33.83	34.51	35.20	35.90	36.62	37.35	38.10
0180	Planner I/Special Projects, Plans/Code Review	21.13	21.55	21.98	22.42	22.87	23.33	23.80	24.27	24.76	25.25	25.76	26.27	26.80	27.34	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.03	32.67	33.32	33.99
0200	Planner II	29.99	30.59	31.21	31.83	32.47	33.12	33.78	34.45	35.14	35.85	36.56	37.29	38.04	38.80	39.58	40.37	41.17	42.00	42.84	43.70	44.57	45.46	46.37	47.30	48.24
0210	Plant Operator	24.49	24.98	25.48	25.99	26.51	27.04	27.58	28.13	28.70	29.27	29.86	30.45	31.06	31.68	32.32	32.96	33.62	34.30	34.98	35.68	36.39	37.12	37.86	38.62	39.39
0220	Purchasing Agent	26.68	27.21	27.76	28.31	28.88	29.45	30.04	30.64	31.26	31.88	32.52	33.17	33.83	34.51	35.20	35.90	36.62	37.35	38.10	38.86	39.64	40.43	41.24	42.07	42.91
0230	Secretary, Planning & Zoning	20.20	20.61	21.02	21.44	21.87	22.30	22.75	23.20	23.67	24.14	24.63	25.12	25.62	26.13	26.66	27.19	27.73	28.29	28.85	29.43	30.02	30.62	31.23	31.86	32.49
0230	Secretary, Public Works		20.61	21.02	21.44	21.87	22.30	22.75	23.20	23.67	24.14	24.63	25.12	25.62	26.13	26.66	27.19	27.73	28.29	28.85	29.43	30.02	30.62	31.23	31.86	32.49
	Sr. Accountant		33.43	34.10	34.78	35.47	36.18	36.91	37.65	38.40	39.17	39.95	40.75	41.56	42.39	43.24	44.11	44.99	45.89	46.81	47.74	48.70	49.67	50.67	51.68	52.71
0250	Student Worker, Clerk	13.45	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.39	16.72	17.05	17.39	17.74	18.10	18.46	18.83	19.20	19.59	19.98	20.38	20.79	21.20	21.63
0250	Student Worker, Maintenance	13.45	13.71	13.99	14.27	14.55	14.84	15.14	15.44	15.75	16.07	16.39	16.72	17.05	17.39	17.74	18.10	18.46	18.83	19.20	19.59	19.98	20.38	20.79	21.20	21.63
0260	Superintendent - Buildings/Grounds	34.77	35.46	36.17	36.89	37.63	38.39	39.15	39.94	40.73	41.55	42.38	43.23	44.09	44.97	45.87	46.79	47.73	48.68	49.66	50.65	51.66	52.69	53.75	54.82	55.92
0260	Superintendent - Operations/Maintenance	34.77	35.46	36.17	36.89	37.63	38.39	39.15	39.94	40.73	41.55	42.38	43.23	44.09	44.97	45.87	46.79	47.73	48.68	49.66	50.65	51.66	52.69	53.75	54.82	55.92
0260	Superintendent - Utilities	34.77	35.46																							

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

ORDINANCE NO. 24-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING AND ADOPTING THE PERSONNEL POLICIES PART II – RULES OF APPEALS PROCEDURES FOR THE MUNICIPAL EMPLOYEES’ CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

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

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

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

WHEREAS the City of Mandeville’s Municipal Employees’ Civil Service Board recommends approval of the changes to the Rules of Appeals Procedures section of the Municipal Employees’ Civil Service Manual; and

NOW, THEREFORE BE IT ORDAINED that Part II – Rules of Appeals Procedures of the Personnel Policies of the Municipal Employees Civil Service System to read as documented in Exhibit A.

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

BE IT FURTHER ORDAINED that the Clerk of this Council be and they are hereby authorized and empowered to take any and all actions which they, in the exercise of their 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 _____, 2024.

Clerk of Council

Jason Zuckerman
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this ____ day of _____, 2024 at ____ o'clock __.m.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2024 at ____ o'clock __.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2024, at ____ o'clock __.m.

CLAY MADDEN, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2024 at ____ o'clock __.m.

CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the ____ day of _____, 2024 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this ____ day of _____, 20__.

CLERK OF COUNCIL

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL**PART II - RULES OF APPEALS PROCEDURE**

Regular employees in the classified service have the right to appeal to the Civil Service Board from suspension, promotions, dismissal, layoff, reduction in pay or demotion, to test the reasonableness of such action. It is simple to appeal to the Civil Service Board regarding an action listed above, BUT IT IS RECOMMENDED THAT YOU READ ALL THE RULES OF APPEALS PROCEDURE AND SCHEDULING ORDER OF THE CITY OF MANDEVILLE:

- A.** Prepare a written petition for appeal that tells what happened and why you feel it was not reasonable. This should be given to the Secretary to the Board within 30 calendar days of the action complained against. Instructions for the information to be included in the petition are in Section 3.01, Rules of Procedure.
- B.** If you would like co-workers or other witnesses to provide testimony at the hearing, or if you would like documentation or other media the City might be in possession of made available at the hearing and/or given to you in advance, prepare a written request to the Board. This request must list those people who you desire to appear and the documentation or other media you want made available, and state how they will help the Board make a decision regarding the facts of your appeal. You must be specific in your requests. There are time limits for making this request. (See Appendix A)

DEFINITIONS:

Appeal	The process to ask the Civil Service Board to review a decision by the employer, because the appellant believes the action of the employer was unreasonable and/or without cause
Appellant	The person making an appeal to the Police Employees' Civil Service Board
Attorney of Record	A duly licensed attorney who can practice law in the state of Louisiana formally introduced as representing a party
Continuance	A postponement of a date of a hearing or other appearance before the Civil Service Board to a later fixed date ordered by the Civil Service Board
Default	Action which is taken upon either party's failure to show up or respond when required to do so within a certain amount of time or on a certain date
Discovery	The formal process of exchanging information between parties about witnesses and evidence that will be presented at the hearing
Dispositive Motion	A motion seeking to end the appellant's appeal without need for a formal hearing
Docket Number	The number assigned by the Secretary to the Board to track an appeal

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Exhibit	A document, object, or other item of evidence presented to the Civil Service Board during a hearing
Hearing	The formal examination of an appeal before the Civil Service Board, during which evidence and/or argument is presented to determine fact and if the employer has been reasonable
Interlocutory Ruling	A temporary decision made by the Board
Material Fact	A fact which is of such importance that it would affect the outcome of the appeal
Motion	A formal request of the Civil Service Board to make a ruling on an issue relating to the appeal
Parol Evidence	Testimony or evidence which is outside of the actual written documents being considered
Petition	A written statement requesting specific action by the Board
Pleadings	A written submission that sets out claims, allegations, arguments, or evidence
Pre-Hearing Memorandum	A written summary advising the Civil Service Board of a party's asserted facts, arguments, witnesses, deposition testimony information, and exhibits
Record	A file, identified by the docket number, that holds all documents relating to the appeal. This record is available for inspection at all reasonable times
Sequester	To physically separate two or more witnesses so that they may not hear nor be influenced by the testimony of the others
Service	Mailing or otherwise providing a copy of documents to all parties
Subpoena	Document issued by the Board demanding the appearance of a witness or for the production of documents
Testimony	Oral or written evidence given by a witness under oath, affidavit, or deposition during the appeal hearing
Witness	Person who comes before the Civil Service Board and swears under oath to provide truthful evidence based on firsthand knowledge

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL**II. RULES OF APPEALS PROCEDURES**

In accordance with Rule 10 of the Personnel Rules of the City of Mandeville, the following Rules of Appeals Procedures are established:

RULE 1.0 APPEALS

SECTION 1.01 Persons appealing to the Board shall do so in writing and shall specify the basis for the appeal and relief sought pursuant to Rule 3.0, Rules of Procedure.

SECTION 1.02 Appeals to the Board must be filed with and received by the Municipal Police Employees' Civil Service Board, through its Secretary, during established City working hours and within thirty (30) calendar days of the effective date of the action complained against.

Saturdays, Sundays, holidays, and other non-working days shall not serve to extend this thirty-day limitation.

SECTION 1.03 Except in the case of appeals filed under Section 10.05 of the Personnel Rules, the burden of proof on appeal, as to the facts, shall be on the employer.

SECTION 1.04 Parties shall follow the adopted scheduling order when an appeal is filed. (See Appendix A.)

SECTION 1.05 Appellants shall have the right to be represented by counsel. Such counsel must be duly licensed to practice law in the State of Louisiana.

SECTION 1.06 In its decision resulting from appeals hearings taken under this section, the Board may affirm, amend, or overturn the action from which appellant appealed; including an award of back pay and other emoluments.

- A.** In accordance with LA R.S. 49:113, Civil Service employees of the City of Mandeville, who have been illegally discharged from their employment, as found by the appellate courts, shall be entitled to be paid by the City of Mandeville all salaries and wages withheld during the period of illegal separation, against which amount shall be credited and set-off all wages and salaries earned by the employee in private employment in the period of separation.
- B.** When a request for a continuation of a hearing is granted at the request of the appellant, it shall be deemed to be a waiver of back pay for the period of time occasioned by the delay, unless the Board shall rule otherwise.

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL**RULE 2.0 OATHS, TESTIMONY, AND DEPOSITIONS**

SECTION 2.01 The Board, each member of the Board, and the Chairman may administer oaths, subpoena witnesses, and compel the production of books and papers pertinent to any investigation or hearing authorized by the Board pursuant to the Code of Civil Procedure of the State of Louisiana. (See Appendix A.)

SECTION 2.02 Any appellant or party to an appeal who desires to take the testimony of a witness or witnesses residing outside of the State of Louisiana or within the State but outside of St. Tammany Parish, shall give due notice in writing to the opposing party or his/her attorney of record and shall furnish a copy of said notice to the Board. The testimony of such witness or witnesses may be taken in a manner and form as nearly consonant as possible with the provisions of the Code of Civil Procedure of the State of Louisiana.

RULE 3.0 RULES OF PROCEDURE

SECTION 3.01 PETITION OF APPEAL: An appeal shall be commenced by a written petition to the Board stating clearly and concisely the action complained against, the date of its occurrence or the date that the appellant learned thereof, and the relief sought. The petition must be signed by the appellant or his/her counsel, if any, and must give the full name, mailing address, telephone number, and email address of the appellant and of his/her counsel.

SECTION 3.02 NOTICE OF APPEAL; DOCKETING: The Secretary to the Board shall open an appeal record and note the date of filing of each petition for appeal and assign a docket number to the appeal in that record. The Board, through its Secretary, shall give notice of the petition for appeal and furnish a copy of the petition to the Chairman, Personnel Director, City Attorney, relevant Department Director, and supervisor or person against whose action the appeal is directed. An appeals docket shall be maintained upon which each appeal shall be docketed in the order filed, be numbered consecutively, and be given an appropriate title.

SECTION 3.03 INITIAL DISCLOSURE DISCUSSION: It is the responsibility of the counsels of each party to schedule and complete an initial disclosure discussion within 14 days of the filing of an appeal. During the initial disclosure discussion, the parties shall exchange, review, discuss and exchange accessible and relevant documents, audio/visual media, and preliminary witness lists.

SECTION 3.04 SCHEDULING CONFERENCE: A scheduling conference will be held within 14 days of the filing of the appeal.

- A. The scheduling conference may be conducted by telephone and the Chairman of the Municipal Police Employees' Civil Service Board, the Human Resources Director and the counsel of the parties shall attend.
- B. At the scheduling conference, a hearing date will be set, which shall not be more than eight (8) months from the date the appeal was filed.

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- C. Upon good cause shown or upon agreement of counsel, the parties may agree to a later hearing date that is within nine (9) months of the appeal being filed.

SECTION 3.05 SUMMARY DISMISSAL OF APPEAL: If the petition for appeal contains no allegation of disputed material facts, the employer may file a dispositive motion for a summary dismissal of the appeal. All dispositive motions regarding jurisdiction of the Board to hear the appeal shall be filed within 44 days of the appeal being filed. The motion must be predicated on any one of the following grounds:

- A. That the Board lacks personal or subject matter jurisdiction over the case;
- B. That the petition for appeal fails to state a claim upon which relief can be granted;
- C. That the appeal has not been made in the manner prescribed, or within the time prescribed by the Personnel Rules;
- D. That the petition for appeal contains no allegation of disputed material fact and the mover should prevail as a matter of law.

Such pleading may be supported by written argument or brief, properly filed with the Board through its Secretary and served upon the appellant or his/her attorney of record. The Municipal Police Employees' Civil Service Board shall, within sixty calendar days of filing of the appeal, decide either to fix a hearing on the motion or to refer the matter to a hearing on the merits.

Any response to the dispositive motion must be submitted within 60 days of the appeal being filed.

In the event the Board orders a hearing on the motion, all parties shall be given seven (7) calendar days' notice of the time and place for the hearing. After hearing on the motion, the Board may order dismissal of the appeal. If the Board dismisses the appeal after a hearing on the motion, or after consideration of the motion at a hearing on the merits of the case, it shall issue an Order containing the reasons for its decision and file same with the Board, through its Secretary, who shall promptly notify all parties to the appeal of such disposition and furnish them with a copy of such decision.

SECTION 3.06 ANSWER: No answer to the petition for appeal need be filed by the employer.

SECTION 3.07 VERIFICATION OF PLEADINGS: Pleadings need not be verified or accompanied by affidavit. The signature of an attorney shall constitute a certificate by him/her that he/she has read the pleading, that to the best of his/her knowledge, information and belief the facts contained therein are true and correct, and there are sufficient grounds to support it and that it is not interposed for the purpose of delay.

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SECTION 3.08 TRIAL DOCKET; PREFERENCE: The Board shall fix the time and place for the hearing of appeals as far as practicable in the order of docketing except that, for cause, it may give preference on the docket.

SECTION 3.09 PLACE OF HEARING: All appeals shall be heard in a convenient place, accessible to the public in the City of Mandeville.

SECTION 3.10 NOTICE OF HEARING; TAKING OF TESTIMONY: The Board shall give at least ten (10) calendar days' notice to the appellant, the Personnel Director, and the employer of the time and place fixed for the hearing or the taking of testimony; provided, that by consent of all parties and the Board, this notice may be waived and the appeal may be heard, or the testimony taken, at any time agreeable to all parties.

SECTION 3.11 CONTINUANCES:

- A. Motions to Continue may be filed up to the day of the hearing. Motions to Continue filed within 45 days of the scheduled hearing will not be granted absent good cause shown.
- B. Appeals fixed for hearing and not heard on the date scheduled shall be re-fixed by preference over all other appeals.
- C. If an appellant requests and is granted a continuance, the Board may refuse to award any compensation for that portion of the time lost by reason of the continuance, even if his/her appeal is sustained.
- D. Continuances for good cause may be granted by the Board. Any case continued for cause will be specially assigned for hearing at the earliest date.

SECTION 3.12 PLEADING IN ALTERNATIVE: Pleadings may be framed in the alternative provided the allegations contained therein or the relief sought are not inconsistent or mutually exclusive.

SECTION 3.13 AMENDMENT OF PLEADINGS: The spirit and purpose of these rules is to provide for liberal amendment of pleadings in the interest of full justice between the parties, provided that in the application of this rule fundamental issues are not changed and the objective of reasonable notice is not defeated. In no event shall an amendment serve to extend the time originally prescribed for filing the pleading being amended.

SECTION 3.14 SERVICE OR NOTICE OF PLEADINGS: Whenever under these rules service is required or permitted to be made, it shall be satisfactory evidence of compliance to introduce proof of mailing a registered or certified letter with an accompanying return receipt duly signed by the Party upon whom service is sought, or his/her agent. If the party sought to be served is represented by an attorney, the service shall be made upon the attorney, unless the Board otherwise orders.

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SECTION 3.15 COMPUTATION OF TIME FOR DELAY; MAIL NOTICE: Whenever a party has the right or is required to do some act or take some proceeding within a prescribed period after the service of a notice or other paper upon him/her and the notice or paper is served upon him/her by mail, three (3) calendar days shall be added to the prescribed period.

SECTION 3.16 PRE-HEARING MEMORANDUM: A pre-hearing memorandum shall be filed no later than 14 days prior to the scheduled hearing date. The pre-hearing memorandum shall contain:

- A. A complete list of the material facts to be asserted by each party
- B. A list of all witnesses expected to testify and a description of their anticipated testimony
- C. A list of all deposition testimony to be introduced and a description of their testimony
- D. A list and brief description of all exhibits to be introduced by each party along with a statement showing their relevance
- E. A list of all issues of law to be relied upon by each party and its application to the facts to be asserted by each party

SECTION 3.17 EXHIBITS: On the hearing date, each party is required to submit ten (10) hard copies of each exhibit which he/she intends to introduce into evidence.

RULE 4.0 SUBPOENA OF WITNESSES:

- A. The Board shall have power to order the appearance of witnesses.
- B. Any party applying for the issuance of a subpoena for any witness at any hearing must do so in writing to the Board, through its Secretary, no less than 30 days before the scheduled hearing. The requestor must provide the name and address of the witness to whom the subpoena is to be directed in addition to a demonstration of the reasonableness of the scope of the subpoena sought.
- C. The party requesting the subpoena shall be responsible for serving the subpoena. An affidavit or declaration of personal service or of mailing shall be submitted to the Board Chairman, through the Board's Secretary.
- D. In lieu of the issuance and service of formal subpoenas, the Board may request any supervisor to order a designated employee under his/her supervision to attend and testify at any hearing. If the supervisor honors the request, any classified employee who refuses to obey the order of his/her appointing authority to appear and testify at the hearing may be subjected to disciplinary action by the Board.

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL**5.0 DISCOVERY AND PRODUCTION**

- A. The Board shall have the power to compel the production of relevant documents and audio/visual media.
- B. All discovery requests shall be made in writing to the Board through its Secretary, no later than 150 days prior to the scheduled hearing.
- C. Any motions in response to any discovery request shall be made in writing, to the Board Chairman, through its Secretary, within 30 days of the related discovery request.
- D. Discovery requests must describe the documents and/or other media requested in sufficient detail for identification. The requestor must give the full name, address, telephone number, and email address of the person required to make such production. Finally, discovery requests must state what is intended to be proven by such document and/or other media, and the materiality must be attested to by the appellant or his/her attorney of record.
- E. Authenticated copies of documents and/or other media in the custody of any department, board, or agency of the City which have been requested may be admitted in evidence with the same effect as the originals, but if original records are subpoenaed, they must be produced and made available for inspection even though authenticated copies may be subsequently introduced.
- F. All requests for the presentation of specific documents and/or media or person to present specific documents and/or media at the scheduled hearing shall be sent to Board Chairman, through the Board Secretary, no later than 30 days prior to the scheduled hearing date.

RULE 6.0 HEARING PROCEDURES**SECTION 6.01 STRUCTURE OF HEARINGS:**

- A. All hearings shall be open to the public, except that the Board may resolve to go into executive session whenever it deems it necessary under the circumstances.
- B. Parties shall have the right, but shall not be required, to be represented by counsel. Counsel must be duly licensed to practice law in the State of Louisiana. When any party is represented by more than one attorney in any hearing, the Board may limit the examination of witnesses to one attorney of record.
- C. The Board may require at the inception of the hearing that the parties stipulate all undisputed facts.

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- D.** Unless otherwise provided for in these rules, hearings and the taking of testimony shall be conducted according to the Louisiana Code of Civil Procedure and Louisiana Code of Evidence.
- E.** The Code of Evidence as applied in civil trials before the District Courts of Louisiana shall prevail in hearings before the Board.
- F.** The Board, on request of any party, or on its own motion, may order that the witnesses be sequestered. When witnesses have been ordered sequestered, no witness then under examination and no prospective witness may be informed of the testimony given by a prior witness, except in open hearing in order to lay a foundation for impeachment of the veracity of that witness.
- G.** Pertinent parts of the personnel rules, the classification plan, or the approved pay plan may be referred to or cited as authority in any case, without the necessity of formally offering such in evidence.
- H.** The party who is required to carry the burden of proof shall open the proceedings by presenting his/her case.
- I.** Neither party shall be permitted to introduce evidence, oral or written, the effect of which would be, if admitted, to enlarge the pleadings.
- J.** Parties and witnesses shall be subject to cross examination as in civil trials before the District Courts of Louisiana.
- K.** Parol evidence shall not be received on behalf of the employer to vary or contradict the written reasons assigned as cause for the demotion, suspension, dismissal, or other disciplinary action against a classified employee. The employer may rebut, however, by parol testimony any evidence introduced by the employee in contradiction of the written causes for disciplinary action assigned by the employer.
- L.** The Board may limit the total time for oral argument, according to the circumstances of each case.
- M.** Except with special leave of the Board, only one attorney shall be permitted to present oral argument for any party.
- N.** The Board may invite or allow any member of the Louisiana State Bar Association to present oral or written arguments concerning any question of law provided that, if oral, they be presented at a hearing when all parties are present or represented, or, if written, copies thereof shall be served on all parties or their counsel. Such service shall be verified by the sworn certificate of the appearer.

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL**SECTION 6.02 INTERLOCUTORY RULINGS:**

- A. It shall not be necessary for any party to enter a formal exception to the interlocutory rulings or orders of the Board. At the time the ruling is made or the order is communicated, a party shall object and assign reasons which shall be noted in the record.
- B. At any time prior to a final decision, the Board may recall, reverse, or revise any interlocutory ruling or order.

SECTION 6.03 NON-APPEARANCE OF PARTIES; DISMISSAL BY DEFAULT; REFIXING:

- A. If the appellant fails to appear at the place and time fixed for any hearing, his/her appeal may be dismissed or the Board may, in its discretion, continue the case or proceed with the hearing, and render its decision upon such evidence as may be adduced at the hearing.
- B. If the employer fails to appear at the place and time fixed for any hearing, the Board may proceed with the hearing, and the appeal shall be decided upon such evidence as may be adduced at the hearing.
- C. Nothing herein shall be construed to prevent the Board from resetting any hearing upon timely application and for good cause.

SECTION 6.04 REFUSAL TO APPEAR OR TESTIFY; FALSE TESTIMONY:

- A. Any person who willfully or unjustifiably fails to appear before the Board, or, having appeared, refuses to testify or answer any questions pertinent to the matters under consideration shall be subjected to appropriate penalty as the Board may determine.
- B. No officer or employee who testifies before a hearing of the Municipal Police Employees' Civil Service Board shall be subjected to any disciplinary action by his/her supervisor or a subordinate because of his/her so testifying.
- C. Any person who willfully or unjustifiably fails to appear in response to a subpoena, or to answer any relevant question, or to produce any books or papers pertinent to any hearing before the Board, or who knowingly gives false testimony therein shall be subject to such penalty as the Board may determine.

SECTION 6.05 ABANDONMENT OF APPEALS: Whenever an appellant allows one (1) year to elapse without having taken any active steps in the prosecution of his/her appeal, he/she shall be considered to have abandoned the same and the Board on motion may order the appeal dismissed. The Chairman shall promptly notify all interested parties of such dismissal.

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL

SECTION 6.06 DISMISSAL OF APPEALS: The appellant may withdraw or abandon his/her appeal by filing written notice to that effect. The effect of this notice shall be to authorize the final disposition of the appeal by the Board. In such event the Chairman shall promptly notify all interested parties of such dismissal.

SECTION 6.07 FINALITY OF BOARD DECISIONS: Board decisions and orders shall be final and effective as of the date rendered, as reflected in the decision or order, subject only to such stay of execution as may be effectuated in accord with Section 4.08 hereof.

SECTION 6.08 APPLICATIONS FOR REHEARING OR RECONSIDERATION AND APPEAL FROM BOARD DECISION:

- A. An application for rehearing or reconsideration of a decision or order by the Board must be filed with the Board, through its Secretary, at his/her official office address within ten (10) calendar days of the date on which the subject Board decision or order is mailed to the interested parties. The application must be in writing and must specifically state the grounds for the application, said grounds being limited to:
1. An allegation of the discovery of new evidence which was unavailable at the time of the original hearing or plea and which, if known, would have significantly altered the conclusions reached by the Board, or
 2. An allegation of specific error of fact or law which, if corrected, would significantly alter the original decision.

The filing of an application for rehearing shall not stay execution of a Board decision unless otherwise ordered by the Board. Any delay in the execution of an unchanged Board decision shall be at the expense of the applicant. A stay order may be issued by any one member of the Board, subject to review and ratification by a majority of the Board members within ten (10) calendar days.

- B. An application for rehearing or reconsideration from a decision by the Board shall be effectuated in accord with the Uniform Rules of the Courts of Appeal, State of Louisiana

Appeals from Final Decisions of Civil Service Commissions, said appellate court rules hereby being adopted and, by reference, made part hereof.

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL**APPENDIX A: SCHEDULING ORDER***Table 1: Snapshot of Scheduling Order*

	Days After Appeal is Filed	Days Prior to Scheduled Hearing	Other
Appeal Filed			DAY 1 (START)
Initial Disclosure Discussion	Days 1 - 14		
Scheduling Conference	Day 14		
Dispositive Motions Due	Day 44		
Response to Dispositive Motion Due	Day 60		
Discovery Request Deadline		150 Days	
Motions in Response to Discovery Requests			Within 30 days of the submission of the related discovery request
Discovery Responses Due			30 days from the date the discovery request is made
All Discovery Completed		90 Days	
Other Motions Due		45 Days	
Subpoenas of Witnesses Requests to be Issued		30 Days	
Pre-Hearing Memos Due		14 Days	
Hearing			No more than 8 months after appeal is filed (END)

- A.** A scheduling conference will be held within 14 days of the filing of an appeal. The scheduling conference may be conducted by telephone and the Chairman of the Board, the Human Resources Director and Counsel for the Parties shall attend.
- B.** The parties shall exchange, review, discuss and exchange accessible and relevant documents, audio/visual media, and preliminary witness lists during the initial disclosure discussion. Initial disclosure discussion shall take place within 14 days of the appeal file date.
- C.** At the scheduling conference, a hearing date will be set which shall not be more than 8 months from the date the appeal was filed. Upon good cause shown or upon agreement of counsel, the parties may agree to a later hearing date that is within 9 months of the appeal being filed.
- D.** All dispositive motions regarding jurisdiction of the Board to hear the appeal shall be filed within 44 days of the appeal being filed. Any response to the dispositive motion must be submitted within 60 days of the appeal being filed.
- E.** All discovery requests shall be made no later than 150 days prior to the scheduled hearing.
- F.** Any motions in response to any discovery request shall be made within 30 days of the related discovery request.
- G.** Responses to discovery requests shall be produced within thirty days of the date the request was made.

MUNICIPAL EMPLOYEES' CIVIL SERVICE MANUAL

- H. All discovery shall be completed no later than 90 days prior to the hearing date.
- I. All other motions shall be filed no later than 45 days prior to the scheduled hearing date.
- J. Motions to Continue may be filed until the day of the hearing. Motions to Continue filed within 45 days of the hearing will not be granted absent good cause shown.
- K. All requests for the issuance of a subpoena for a witness to testify at the hearing or for a specific person to produce specified documents, audio/visual media or other physical exhibits at the hearing shall be sent to the Board Chairman, through the Board Secretary no later than 30 days prior to the scheduled hearing date.
- L. A request for a subpoena for a person to appear shall include the person's name and address, show the relevance of that person's testimony, and demonstrate the reasonableness of the scope of the subpoena sought.
- M. The party requesting the subpoena shall be responsible for serving the subpoena. An affidavit or declaration of personal service or of mailing shall be submitted to the Chairman, through the Board's Secretary.
- N. A pre-hearing memorandum shall be filed no later than 14 days prior to the hearing date.
- O. The pre-hearing memorandum shall contain:
 - a. A complete list of the material facts to be asserted by each party.
 - b. A list of all witnesses expected to testify and a description of their anticipated testimony.
 - c. A list of all deposition testimony to be introduced and a description of their testimony.
 - d. A list and brief description of all exhibits to be introduced by each party along with a statement showing their relevancy.
 - e. A list of all issues of law to be relied upon by each party and its application to the facts to be asserted by each party.
- P. On the day of the hearing, each party is required to submit ten hard copies of each exhibit which he/she intends to introduce into evidence.
- Q. Civil Service employees of the City of Mandeville, who have been illegally discharged from their employment, as found by the appellate courts, shall be entitled to be paid by the City of Mandeville all salaries and wages withheld during the period of illegal separation, against which amount shall be credited and set-off all wages and salaries earned by the employee in private employment in the period of separation. When a continuance is granted at the request of the appellant, it shall be deemed to be a waiver of backpay for the period of time occasioned by the delay, unless the Board shall rule otherwise.

MUNICIPAL POLICE EMPLOYEES' CIVIL SERVICE MANUAL

PART II - RULES OF APPEALS PROCEDURE

Regular employees in the classified service have the right to appeal to the Civil Service Board from suspension, promotions, dismissal, layoff, reduction in pay or demotion, to test the reasonableness of such action. It is ~~very~~ simple to ~~make an~~ appeal to the Civil Service Board regarding an action listed above, **BUT IT IS RECOMMENDED THAT YOU READ ALL THE RULES OF APPEALS PROCEDURE AND SCHEDULING ORDER OF THE CITY OF MANDEVILLE:**

- A. Prepare a written petition for appeal that tells what happened and why you feel it was not reasonable. This should be given to the Secretary to the Board within 30 calendar days of the action complained against. Instructions for the information to be included in the petition are in Section 3.01, Rules of Procedure.
- B. If you ~~want some of~~ would like your co-workers or other witnesses to ~~come to give~~ provide testimony evidence at the hearing, or if you would like documentation or other media the City might be in possession of ~~want some papers you think the City has to be~~ made available at the hearing and/or given to you in advance, prepare a written request to the Board. This request must list those people who you desire to appear and the documentation or other media ~~papers~~ you want made available, and state how they will help the Board make a decision regarding the facts of your appeal ~~to find out the facts~~. You must be specific in your requests ~~about what papers you want~~. There are time limits for making this request (see ~~Rule 2.0 Oaths, Testimony, Production of Records and Depositions~~ Appendix A).

DEFINITIONS:

<u>Appeal</u>	<u>The process to ask the Civil Service Board to review a decision by the employer, because the appellant believes the action of the employer was unreasonable and/or without cause.</u>
Appellant	The person making an appeal to the Police Employees' Civil Service Board-
Attorney of Record	A duly licensed attorney <u>who can practice law in the state of Louisiana</u> formally introduced as representing a party-
<u>Continuance</u>	<u>A postponement of a date of a hearing or other appearance before the Civil Service Board to a later fixed date ordered by the Civil Service Board</u>
Default	Action which is taken upon either party's failure to show up or respond when required to do so within a certain amount of time or on a certain date-

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<u>Discovery</u>	<u>The formal process of exchanging information between parties about witnesses and evidence that will be presented at the hearing</u>
<u>Dispositive Motion</u>	<u>A motion seeking to end the appellant's appeal without need for a formal hearing</u>
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<u>Exhibit</u>	<u>A document, object, or other item of evidence presented to the Civil Service Board during a hearing</u>
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Sequester	To physically separate two or more witnesses so that they may not hear nor be influenced by the testimony of the others.
Service	Mailing or otherwise providing a copy of documents to all parties.
Subpoena	Document issued by the Board demanding the appearance of a witness or for the production of documents.
<u>Testimony</u>	<u>Oral or written evidence given by a witness under oath, affidavit, or deposition during the appeal hearing</u>
<u>Witness</u>	<u>Person who comes before the Civil Service Board and swears under oath to provide truthful evidence based on firsthand knowledge</u>

MUNICIPAL POLICE EMPLOYEES' CIVIL SERVICE MANUAL

II. RULES OF APPEALS PROCEDURES

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SECTION 1.01 Persons appealing to the Board shall do so in writing and shall specify the basis for the appeal and relief sought pursuant to Rule 3.0, Rules of Procedure.

SECTION 1.02 Appeals to the Board must be filed with and received by the Municipal Police Employees' Civil Service Board, through its Secretary, during established City working hours and within thirty (30) calendar days of the effective date of the action complained against. Saturdays, Sundays, holidays and other non-working days shall not serve to extend this thirty day limitation.

SECTION 1.03 ~~Within forty five (45) calendar days after receipt of an appeal, the Board shall initiate a hearing. The Board shall have the right to continue the hearing from time to time for good cause and reason.~~ Except in the case of appeals filed under Section 10.05 of the Personnel Rules, the burden of proof on appeal, as to the facts, shall be on the employer.

SECTION 1.04 ~~The Board shall decide appeals promptly, but in any event within forty five (45) calendar days after completion of a hearing. Parties shall follow the adopted scheduling order when an appeal is filed (See Appendix A).~~

SECTION 1.05 Appellants shall have the right to be represented by counsel. Such counsel must be duly licensed to practice law in the State of Louisiana.

SECTION 1.06 In its decision resulting from appeals hearings taken under this section, the Board may affirm, amend, or overturn the action from which appellant appealed; including an award of back pay and other emoluments.

A. In accordance with LA R.S. 49:113, Civil Service employees of the City of Mandeville, who have been illegally discharged from their employment, as found by the appellate courts, shall be entitled to be paid by the City of Mandeville all salaries and wages withheld during the period of illegal separation, against which amount shall be credited and set-off all wages and salaries earned by the employee in private employment in the period of separation.

A.B. When a request for a continuation of a hearing is granted at the request of the appellant, it shall be deemed to be a waiver of back pay for the period of time occasioned by the delay, unless the Board shall rule otherwise.

MUNICIPAL POLICE EMPLOYEES' CIVIL SERVICE MANUAL

**RULE 2.0 OATHS, TESTIMONY, PRODUCTION OF
RECORDS AND DEPOSITIONS**

SECTION 2.01 The Board, each member of the Board, and the Chairman may administer oaths, subpoena witnesses, and compel the production of books and papers pertinent to any investigation or hearing authorized by the Board pursuant to the Code of Civil Procedure of the State of Louisiana (See Appendix A). ~~Applications for issuance of subpoenas must be in the hands of the Board, through its Secretary, at least seven (7) work days prior to the date established for the hearing.~~

SECTION 2.02 Any appellant or party to an appeal who desires to take the testimony of a witness or witnesses residing outside of the State of Louisiana or within the State but outside of St. Tammany Parish, shall give due notice in writing to the opposing party or his/her attorney of record and shall furnish a copy of said notice to the Board. The testimony of such witness or witnesses may be taken in a manner and form as nearly consonant as possible with the provisions of ~~R.S. 13:3771 through 13:3775~~ the Code of Civil Procedure of the State of Louisiana.

RULE 3.0 RULES OF PROCEDURE

SECTION 3.01 PETITION OF APPEAL: An appeal shall be commenced by a written petition to the Board stating clearly and concisely the action complained against, the date of its occurrence or the date that the appellant learned thereof, and the relief sought. The petition must be signed by the appellant or his/her counsel, if any, and must give the full name, mailing address, ~~and~~ telephone number, and email address of the appellant and of his/her counsel.

SECTION 3.02 NOTICE OF APPEAL; DOCKETING: The Secretary to the Board shall open an appeal record and note the date of filing of each petition for appeal and assign a docket number to the appeal in that record. The Board, through its Secretary, shall give notice of the petition for appeal and furnish a copy of the petition to the Chairman, Personnel Director, City Attorney, relevant Department Director, ~~and~~ supervisor or person against whose action the appeal is directed. An appeals docket shall be maintained upon which each appeal shall be docketed in the order filed, be numbered consecutively, and be given an appropriate title.

SECTION 3.XX INITIAL DISCLOSURE DISCUSSION: It is the responsibility of the counsels of each party to schedule and complete an initial disclosure discussion within 14 days of the filing of an appeal. During the initial disclosure discussion, the parties shall exchange, review, discuss and exchange accessible and relevant documents, audio/visual media, and preliminary witness lists.

SECTION 3.XX SCHEDULING CONFERENCE: A scheduling conference will be held within 14 days of the filing of an appeal.

- A. The scheduling conference may be conducted by telephone and the Chairman of the Municipal Police Employees' Civil Service Board, the Human Resources Director and the counsel of the parties shall attend.

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- B. At the scheduling conference, a hearing date will be set, which shall not be more than eight (8) months from the date the appeal was filed.
- C. Upon good cause shown or upon agreement of counsel, the parties may agree to a later hearing date that is within nine (9) months of the appeal being filed.

SECTION 3.03 SUMMARY DISMISSAL OF APPEAL: If the petition for appeal contains no allegation of disputed material facts, the employer may file a dispositive motion for a summary dismissal of the appeal. All dispositive motions regarding jurisdiction of the Board to hear the appeal shall be filed within 44 days of the appeal being filed ~~within ten (10) calendar days after receipt of the notice of the petition for appeal.~~ The motion must be predicated on any one of the following grounds:

- A. That the Board lacks personal or subject matter jurisdiction over the case;
- B. That the petition for appeal fails to state a claim upon which relief can be granted;
- C. That the appeal has not been made in the manner prescribed, or within the time prescribed by the Personnel Rules.
- D. That the petition for appeal contains no allegation of disputed material fact and the mover should prevail as a matter of law.

Such pleading may be supported by written argument or brief, properly filed with the Board through its Secretary and served upon the appellant or his/her attorney of record. The Municipal Police Employees' Civil Service Board shall, within 60 ~~ten (10)~~ calendar days of filing of the appeal motion, decide either to fix a hearing on the motion or to refer the matter to a hearing on the merits.

Any response to the dispositive motion must be submitted within 60 days of the appeal being filed.

In the event the Board orders a hearing on the motion, all parties shall be given seven (7) calendar ~~days-noticed~~ days' notice of the time and place for the hearing. After hearing on the motion, the Board may order dismissal of the appeal. If the Board dismisses the appeal after a hearing on the motion, or after consideration of the motion at a hearing on the merits of the case, it shall issue an Order containing the reasons for its decision and file same with the Board, through its Secretary, who shall promptly notify all parties to the appeal of such disposition and furnish them with a copy of such decision.

SECTION 3.04 ANSWER: No answer to the petition for appeal need be filed by the employer.

SECTION 3.05 VERIFICATION OF PLEADINGS: Pleadings need not be verified or accompanied by affidavit. The signature of an attorney shall constitute a certificate by him/her that he/she

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has read the pleading, that to the best of his/her knowledge, information and belief the facts contained therein are true and correct, and there are sufficient grounds to support it and that it is not interposed for the purpose of delay.

SECTION 3.06 TRIAL DOCKET; PREFERENCE: The Board shall fix the time and place for the hearing of appeals as far as practicable in the order of docketing except that, for cause, it may give preference on the docket.

SECTION 3.07 PLACE OF HEARING: All appeals shall be heard in a convenient place, accessible to the public in the City of Mandeville.

SECTION 3.08 NOTICE OF HEARING; TAKING OF TESTIMONY: The Board shall give at least ten (10) calendar ~~day's notice~~days' notice to the appellant, the Personnel Director, and the employer of the time and place fixed for the hearing or the taking of testimony; provided, that by consent of all parties and the Board, this notice may be waived and the appeal may be heard, or the testimony taken, at any time agreeable to all parties.

SECTION 3.09 CONTINUANCES:

A. Motions to Continue may be filed up to the day of the hearing. Motions to Continue filed with 45 days of the scheduled hearing will not be granted absent good cause shown.

A.B. Appeals fixed for hearing and not heard on the date scheduled shall be re-fixed by preference over all other appeals.

~~**B.** Appeals fixed for hearing may be continued with the consent of all parties.~~

C. If an appellant requests and is granted a continuance, the Board may refuse to award any compensation for that portion of the time lost by reason of the continuance, even if his/her appeal is sustained.

D. Continuances for sufficient good cause may be granted by the Board. Any case continued for cause will be specially assigned for hearing at the earliest date.

SECTION 3.XX10 SUBPOENA OF WITNESSES; ~~PRODUCTION OF DOCUMENTS:~~

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- A. The Board shall have power to order the appearance of witnesses. ~~and compel the production of books and papers pertinent to the issues involved in any appeal.~~
- B. Any party applying for the issuance of a subpoena for any witness at any hearing must do so in writing to the Board, through its Secretary, no less than 30 days before the scheduled hearing. ~~do so in writing to the Board, through its Secretary, at least seven (7) calendar days before the date fixed for the hearing and must.~~ The requestor must provide ~~give~~ the name and address of the witness to whom the subpoena is to be directed ~~together with~~ in addition to a brief statement of what he/she intends to prove by the testimony of such witness. ~~a demonstration of the reasonableness of the scope of the subpoena sought.~~
- B.C. ~~The party requesting the subpoena shall be responsible for serving the subpoena. An affidavit or declaration of personal service or of mailing shall be submitted to the Board Chairman, through the Board's Secretary.~~
- C.D. In lieu of the issuance and service of formal subpoenas, the Board may request any supervisor to order a designated employee under his/her supervision to attend and testify at any hearing. If the supervisor honors the request, any classified employee who refuses to obey the order of his/her appointing authority to appear and testify at the hearing may be subjected to disciplinary action by the Board.

SECTION 3.XX DISCOVERY AND PRODUCTION

- A. ~~The Board shall have to power to compel the production of relevant documents and audio/visual media.~~
- B. ~~All discovery requests shall be made in writing, to the Board through its Secretary, no later than 150 days prior to the scheduled hearing.~~
- C. ~~Any motions in response to any discovery request shall be made in writing, to the Board Chairman through its Secretary, within 30 days of the related discovery request.~~
- D. ~~Discovery requests must describe the documents and/or other media requested in sufficient detail for identification. The requestor must give the full name, address, telephone number, and email address of the person required to make such production. Finally, discovery requests must state what is intended to be proven by such document and/or other media, and the materiality must be attested to by the appellant or his/her attorney of record.~~

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~~D.E.~~ ~~Any party desiring the production of books or papers at any hearing must apply for an appropriate order in writing to the Board, through its Secretary, at least seven (7) calendar days before the hearing. Such application must describe the books or papers to be produced in sufficient detail for identification, must give the full name, address and telephone number of the person required to make such production, must state briefly what is intended to be proved by such record or paper, and the materiality must be attested to by the applicant or his/her attorney of record.~~

F. Authenticated copies ~~of of books, records, papers or other documents~~ documents and/or other media in the custody of any department, board or agency of the City which have been ~~requested subpoenaed~~ may be admitted in evidence with the same effect as the originals, but if original records are subpoenaed, they must be produced and made available for inspection even though authenticated copies may be subsequently introduced.

~~E.G.~~ ~~All requests for the presentation of specific documents and/or media or person to present specific documents and/or media at the scheduled hearing shall be sent to Board Chairman, through the Board Secretary, no later than 30 days prior to the scheduled hearing date.~~

SECTION 3.11 PLEADING IN ALTERNATIVE: Pleadings may be framed in the alternative provided the allegations contained therein or the relief sought are not inconsistent or mutually exclusive.

SECTION 3.12 AMENDMENT OF PLEADINGS: The spirit and purpose of these rules is to provide for liberal amendment of pleadings in the interest of full justice between the parties, provided that in the application of this rule fundamental issues are not changed and the objective of reasonable notice is not defeated. In no event shall an amendment serve to extend the time originally prescribed for filing the pleading being amended.

SECTION 3.13 SERVICE OR NOTICE OF PLEADINGS: Whenever under these rules service is required or permitted to be made, it shall be satisfactory evidence of compliance to introduce proof of mailing a registered or certified letter with an accompanying return receipt duly signed by the Party upon whom service is sought, or his/her agent. If the party sought to be served is represented by an attorney, the service shall be made upon the attorney, unless the Board otherwise orders.

SECTION 3.14 COMPUTATION OF TIME FOR DELAY; MAIL NOTICE: Whenever a party has the right or is required to do some act or take some proceeding within a prescribed period after the service of a notice or other paper upon him/her and the notice or paper is served upon him/her by mail, three (3) calendar days shall be added to the prescribed period.

SECTION 3.15 PRE-HEARING MEMORANDUM: A pre-hearing memorandum shall be filed no later than 14 days prior to the scheduled hearing date. The pre-hearing memorandum shall contain:

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- A. A complete list of the material facts to be asserted by each party
- B. A list of all witnesses expected to testify and a description of their anticipated testimony
- C. A list of all deposition testimony to be introduced and a description of their testimony
- D. A list and brief description of all exhibits to be introduced by each party along with a statement showing their relevance
- E. A list of all issues of law to be relied upon by each party and its application to the facts to be asserted by each party

SECTION 3.16 EXHIBITS: On the hearing date, each party is required to submit ten (10) hard copies of each exhibit which he/she intends to introduce evidence.

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RULE 4.0 HEARING PROCEDURES

SECTION 4.01 STRUCTURE OF HEARINGS:

- A.** All hearings shall be open to the public, except that the Board may resolve to go into executive session whenever it deems it necessary under the circumstances.
- B.** Parties shall have the right, but shall not be required, to be represented by counsel. Counsel must be duly licensed to practice law in the State of Louisiana. When any party is represented by more than one attorney in any hearing, the Board may limit the examination of witnesses to one attorney of record.
- C.** The Board may require at the inception of the hearing that the parties stipulate all undisputed facts.
- D.** Unless otherwise provided for in these rules, hearings and the taking of testimony shall be conducted according to the Louisiana Code of Civil Procedure and Louisiana Code of Evidence.
- E.** The Code of Evidence as applied in civil trials before the District Courts of Louisiana shall prevail in hearings before the Board.
- F.** The Board, on request of any party, or on its own motion, may order that the witnesses be sequestered. When witnesses have been ordered sequestered, no witness then under examination and no prospective witness may be informed of the testimony given by a prior witness, except in open hearing in order to lay a foundation for impeachment of the veracity of that witness.
- G.** Pertinent parts of the personnel rules, the classification plan, or the approved pay plan may be referred to or cited as authority in any case, without the necessity of formally offering such in evidence.
- H.** The party who is required to carry the burden of proof shall open the proceedings by presenting his/her case.
- I.** Neither party shall be permitted to introduce evidence, oral or written, the effect of which would be, if admitted, to enlarge the pleadings.
- J.** Parties and witnesses shall be subject to cross examination as in civil trials before the District Courts of Louisiana.

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- K. Parol evidence shall not be received on behalf of the employer to vary or contradict the written reasons assigned as cause for the demotion, suspension, dismissal, or other disciplinary action against a classified employee. The employer may rebut, however, by parol testimony any evidence introduced by the employee in contradiction of the written causes for disciplinary action assigned by the employer.
- L. The Board may limit the total time for oral argument, according to the circumstances of each case.
- M. Except with special leave of the Board, only one attorney shall be permitted to present oral argument for any party.
- N. The Board may invite or allow any member of the Louisiana State Bar Association to present oral or written arguments concerning any question of law provided that, if oral, they be presented at a hearing when all parties are present or represented, or, if written, copies thereof shall be served on all parties or their counsel. Such service shall be verified by the sworn certificate of the appearer.

SECTION 4.02 INTERLOCUTORY RULINGS:

- A. It shall not be necessary for any party to enter a formal exception to the interlocutory rulings or orders of the Board. At the time the ruling is made or the order is communicated, a party shall object and assign reasons which shall be noted in the record.
- B. At any time prior to a final decision, the Board may recall, reverse, or revise any interlocutory ruling or order.

SECTION 4.03 NON-APPEARANCE OF PARTIES; DISMISSAL BY DEFAULT; REFIXING:

- A. If the appellant fails to appear at the place and time fixed for any hearing, his/her appeal may be dismissed or the Board may, in its discretion, continue the case or proceed with the hearing, and render its decision upon such evidence as may be adduced at the hearing.
- B. If the employer fails to appear at the place and time fixed for any hearing, the Board may proceed with the hearing, and the appeal shall be decided upon such evidence as may be adduced at the hearing.
- C. Nothing herein shall be construed to prevent the Board from resetting any hearing upon timely application and for good cause.

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SECTION 4.04 REFUSAL TO APPEAR OR TESTIFY; FALSE TESTIMONY:

- A. Any person who willfully or unjustifiably fails to appear before the Board, or, having appeared, refuses to testify or answer any questions pertinent to the matters under consideration shall be subjected to appropriate penalty as the Board may determine.
- B. No officer or employee who testifies before a hearing of the Municipal Police Employees' Civil Service Board shall be subjected to any disciplinary action by his/her supervisor or a subordinate because of his/her so testifying.
- C. Any person who willfully or unjustifiably fails to appear in response to a subpoena, or to answer any relevant question, or to produce any books or papers pertinent to any hearing before the Board, or who knowingly gives false testimony therein shall be subject to such penalty as the Board may determine.

SECTION 4.05 ABANDONMENT OF APPEALS: ~~The failure of an appellant to comply with the scheduling order shall be deemed an abandonment of their appeal and Whenever an appellant allows one (1) year to elapse without having taken any active steps in the prosecution of his/her appeal, he/she shall be considered to have abandoned the same and~~ the Board on motion may order the appeal dismissed. The Chairman shall promptly notify all interested parties of such dismissal.

SECTION 4.06 DISMISSAL OF APPEALS: The appellant may withdraw or abandon his/her appeal by filing written notice to that effect. The effect of this notice shall be to authorize the final disposition of the appeal by the Board. In such event the Chairman shall promptly notify all interested parties of such dismissal.

SECTION 4.07 FINALITY OF BOARD DECISIONS: Board decisions and orders shall be final and effective as of the date rendered, as reflected in the decision or order, subject only to such stay of execution as may be effectuated in accord with Section 4.08 hereof.

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SECTION 4.08 APPLICATIONS FOR REHEARING OR RECONSIDERATION AND APPEAL FROM BOARD DECISION:

- A.** An application for rehearing or reconsideration of a decision or order by the Board must be filed with the Board, through its Secretary, at his/her official office address within ten (10) calendar days of the date on which the subject Board decision or order is mailed to the interested parties. The application must be in writing and must specifically state the grounds for the application, said grounds being limited to:
- 1.** An allegation of the discovery of new evidence which was unavailable at the time of the original hearing or plea and which, if known, would have significantly altered the conclusions reached by the Board, or
 - 2.** An allegation of specific error of fact or law which, if corrected, would significantly alter the original decision.

The filing of an application for rehearing shall not stay execution of a Board decision unless otherwise ordered by the Board. Any delay in the execution of an unchanged Board decision shall be at the expense of the applicant. A stay order may be issued by any one member of the Board, subject to review and ratification by a majority of the Board members within ten (10) calendar days.

- B.** An application for rehearing or reconsideration from a decision by the Board shall be effectuated in accord with the Uniform Rules of the Courts of Appeal, State of Louisiana - Appeals from Final Decisions of Civil Service Commissions, said appellate court rules hereby being adopted and, by reference, made part hereof.