

**THE FOLLOWING ORDINANCE WAS INTRODUCED BY CITY COUNCIL MEMBER BUSH; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER DANIELSON**

**ORDINANCE NO. 24-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AFFECT THE DEANNEXATION OF A PORTION OF GROUND SITUATED IN GREENSBURG LAND DISTRICT, SECTION 34, TOWNSHIP 7 SOUTH RANGE 11 EAST REMOVING FROM THE CORPORATE LIMITS OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Planning Department has received a petition by Emerald Corner, LLC seeking the de-annexation of a Parcel of Ground being more fully described as a Portion of Ground Situated in Greensburg Land District, Section 34, Township 7 South Range 11 East containing 0.18 Acres or 7,913 square feet as surveyed by Land Source Incorporated and dated July 20, 2023 from the corporate limits of the City of Mandeville attached as Exhibit A;

**WHEREAS**, Emerald Corner, LLC owns property that is not annexed into the City of Mandeville; and

**WHEREAS**, the immovable property identified in the submitted petition for de-annexation is vacant, has no registered voters, and does not have any commercial value.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the municipal limits of the City of Mandeville be and they are hereby decreased to remove the below described immovable property which is hereby de-annexed into St. Tammany Parish:

**ALL THAT CERTAIN PIECE OR PORTION OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the City of Mandeville, State of Louisiana, better described as follows, to-wit:

A CERTAIN PIECE OR PORTION OF LAND together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Greensburg Land District, Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, containing 0.182 Acres (7,913 sqft) and more fully described as follows, to-wit:

Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner, said point

also being the Point of Beginning;

Thence, along the southerly right-of-way of LaSalle Street, N 88°31'32" E a distance of 69.27 feet to a point and corner; thence, departing said right-of-way, S 01°28'20" E a distance of 192.99 feet to a point and corner; thence, S 88°39'35" W a distance of 12.74 feet to a point and corner; thence, N 17°48'04" W a distance of 201.07 feet to the Point of Beginning.

**BE IT FURTHER ORDAINED**, that following the de-annexation of the above-described immovable property into the corporate limits of St. Tammany Parish that the boundaries of the City of Mandeville shall thereafter be as set forth and described on the process verbal attached hereto and made a part hereof.

**BE IT FURTHER ORDAINED**, that all sections and provisions of this ordinance be deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

**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:

NAYS:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this \_\_\_\_ day of \_\_\_\_\_ 2024

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Alex Weiner  
Interim Clerk of Council

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Jason Zuckerman  
Council Chairman

March 19, 2024

**VIA EMAIL AND HAND DELIVERY**

City of Mandeville  
Attn: Ms. Cara Bartholomew  
Planning and Development Director  
3101 East Causeway Approach  
Mandeville, LA 70448

**Re: De-Annexation of .18 Acres from the City of Mandeville, as described on attached Legal and Survey**

Dear Cara:

In accordance with your recent discussions with Mr. Paul Mayronne regarding the above-referenced property, please allow this letter to serve as our request to de-annex the subject property from the corporate limits of the City of Mandeville. In accordance therewith, I am attaching hereto a survey and legal description of the subject property. In addition, please be advised that there are no resident property owners or registered voters residing on the property, and the property is vacant. In addition, I am attaching hereto a recorded Cash Sale where Emerald Corner, LLC acquired the subject property. As evidenced by the sale instrument, Emerald Corner, LLC is the sole owner of the subject property.

Thank you for processing our request. If there should be any fees associated with this request, please so advise and we will have a check issued to your office. Should you need anything further from us, please do not hesitate to contact us.

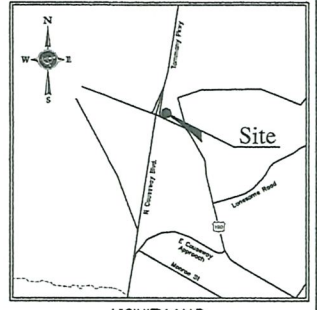
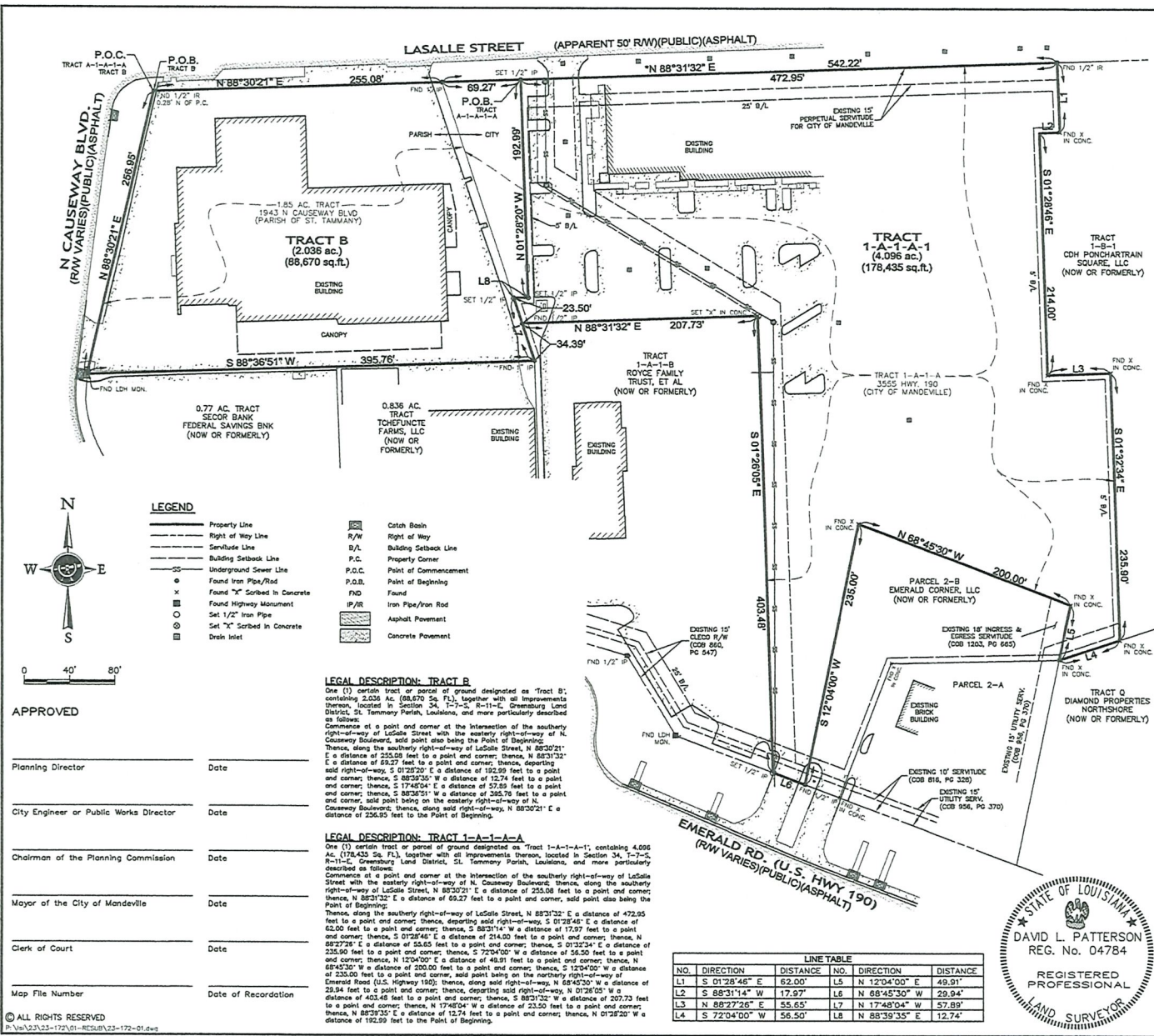
Sincerely,

Emerald Corner, LLC

By:   
\_\_\_\_\_  
B. Clark Heebe, Manager

By:   
\_\_\_\_\_  
Brett S. Davis, Manager

cc: Mr. Rick Flick  
Mr. Paul J. Mayronne



- GENERAL NOTES:**
- Flood Note: In accordance with FEMA Flood Insurance Rate Map Panel No. 2202023140 for City of Mandeville, St. Tammany Parish, Louisiana, last revised May 16, 2012, the property shown hereon is located in Flood Zone "X". Nearest adjacent Base Flood Elevation = 15 feet (NAVD 1988). The current base flood and inundation elevations are subject to change and should be verified with the Department of Development prior to issuance of building permits. Flood Insurance Rate Maps are revised frequently and can be found online at: [msc.fema.gov](http://msc.fema.gov)
  - FLOOD AREAS DEFINED:**  
Zone "X": Areas determined to be outside the 0.2% annual chance flood plain.
  - Zoning: B-2 (Business Highway) (Tract A-1-A-1) & HC-3 (Highway Commercial)(1.85 Ac. Tract B) Zoning Information should be verified with City/Parish Planning Commission.  
Yard Requirements: B-2  
Minimum Front Yard: 25 feet  
Minimum Rear Yard: 15 feet  
Minimum Side Yard: 5 feet
  - Reference Maps:  
A. Map Showing Reacquisition of Tract 1-A-1 into Tracts 1-A-1-A & 1-A-1-B, by David L. Patterson, P.L.S., dated Nov. 15, 2019 (File No. 5982A)  
B. Survey of an Undesignated Portion of Ground Chinchuba Subdivision, by Doding, Marques & Associates, Inc., dated Jan. 25, 2002
  - (\*) represents the Basis of Bearings. Bearings are based on reference map "A" (above). Distances are U.S. Survey Feet.
  - No attempt has been made by LandSource, Inc., to verify title, actual legal ownerships, deed restrictions, servitudes, easements, or other burdens on the property other than that furnished by the client or his representative.
  - Utilities: The underground utilities shown hereon have been located from visible utility features, and/or previous construction drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located the underground utilities, except for above ground visible utility features.

**MAP SHOWING  
EXCHANGE OF PROPERTY  
BETWEEN  
1.85 AC. TRACT  
& TRACT 1-A-1-A  
INTO  
TRACTS B & 1-A-1-A-1  
LOCATED IN SECTION 34, T-7-S, R-11-E,  
GREENSBURG LAND DISTRICT,  
ST. TAMMANY PARISH, LOUISIANA  
FOR  
EMERALD CORNER, LLC**

**CERTIFICATION:**  
This is to certify that this plot is made in accordance with LA. revised Statutes 33:5051 ET SEQ. and conforms to all parish ordinances governing the subdivision of land and conforms to a Class B Survey in accordance with the State of Louisiana "Standards of Practice for Property Boundary Surveys".

**ADVANCE ISSUE**  
David L. Patterson, P.L.S.  
La. Registration No. 04784

Printed on: **Jul. 10, 2023**  
Date: \_\_\_\_\_

LINE TABLE		LINE TABLE			
NO.	DIRECTION	DISTANCE	NO.	DIRECTION	DISTANCE
L1	S 01°28'46" E	62.00'	L5	N 12°04'00" E	49.91'
L2	S 88°31'14" W	17.97'	L6	N 88°45'30" W	29.94'
L3	N 88°27'26" E	55.65'	L7	N 17°48'04" W	57.89'
L4	S 72°04'00" W	56.50'	L8	N 88°39'35" E	12.74'



- LEGEND**
- Property Line
  - Right of Way Line
  - Servitude Line
  - Building Setback Line
  - Underground Sewer Line
  - Found Iron Pipe/Rod
  - Found Highway Monument
  - Set 1/2" Iron Pipe
  - Set "X" Scrubed in Concrete
  - Drain Inlet
  - Catch Basin
  - R/W
  - B/L
  - Building Setback Line
  - P.C.
  - P.O.C.
  - Point of Beginning
  - FND
  - Iron Pipe/Iron Rod
  - Asphalt Pavement
  - Concrete Pavement

**LEGAL DESCRIPTION: TRACT B**  
One (1) certain tract or parcel of ground designated as "Tract B", containing 2.036 Ac. (88,670 Sq. Ft.), together with all improvements thereon, located in Section 34, T-7-S, R-11-E, Greensburg Land District, St. Tammany Parish, Louisiana, and more particularly described as follows:  
Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard, said point also being the Point of Beginning; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner; thence, departing said right-of-way, S 01°28'46" E a distance of 62.00 feet to a point and corner; thence, S 88°31'14" W a distance of 17.97 feet to a point and corner; thence, S 17°48'04" E a distance of 57.89 feet to a point and corner; thence, S 88°39'35" E a distance of 12.74 feet to a point and corner; thence, S 88°31'32" E a distance of 207.73 feet to a point and corner; thence, along the southerly right-of-way of N. Causeway Boulevard, thence, along said right-of-way, N 88°30'21" E a distance of 255.08 feet to the Point of Beginning.

**LEGAL DESCRIPTION: TRACT 1-A-1-A-1**  
One (1) certain tract or parcel of ground designated as "Tract 1-A-1-A-1", containing 4.096 Ac. (178,435 Sq. Ft.), together with all improvements thereon, located in Section 34, T-7-S, R-11-E, Greensburg Land District, St. Tammany Parish, Louisiana, and more particularly described as follows:  
Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard, thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner; thence, N 88°31'32" E a distance of 69.27 feet to a point and corner, said point also being the Point of Beginning; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 472.95 feet to a point and corner; thence, departing said right-of-way, S 01°28'46" E a distance of 62.00 feet to a point and corner; thence, S 88°31'14" W a distance of 17.97 feet to a point and corner; thence, S 17°48'04" E a distance of 57.89 feet to a point and corner; thence, S 88°39'35" E a distance of 12.74 feet to a point and corner; thence, N 88°27'26" E a distance of 55.65 feet to a point and corner; thence, S 01°28'46" E a distance of 62.00 feet to a point and corner; thence, S 88°31'14" W a distance of 17.97 feet to a point and corner; thence, S 17°48'04" W a distance of 57.89 feet to a point and corner; thence, S 88°31'32" E a distance of 207.73 feet to a point and corner; thence, N 88°30'21" E a distance of 255.08 feet to a point and corner; thence, N 88°39'35" E a distance of 12.74 feet to a point and corner; thence, N 01°28'20" W a distance of 192.99 feet to the Point of Beginning.

**APPROVED**

Planning Director \_\_\_\_\_ Date \_\_\_\_\_

City Engineer or Public Works Director \_\_\_\_\_ Date \_\_\_\_\_

Chairman of the Planning Commission \_\_\_\_\_ Date \_\_\_\_\_

Mayor of the City of Mandeville \_\_\_\_\_ Date \_\_\_\_\_

Clerk of Court \_\_\_\_\_ Date \_\_\_\_\_

Map File Number \_\_\_\_\_ Date of Recordation \_\_\_\_\_

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**LANDSOURCE**  
INCORPORATED  
1720 Lakeshore Dr., Suite 100  
Baton Rouge, LA 70809  
Tel: (225) 752-0995  
Fax: (225) 752-0995  
www.landsource.com

NOTE TO BE REMOVED UPON FINAL SIGNATURE  
FOR  
CONSTRUCTION, RECORDING, RESUBMITTAL  
OR THE RESUBMISSION OF A REAMENDMENT

DATE: 06-29-2023  
JOB NO.: 23-172-01  
OWN. BY: MDD  
CDD. BY: DLF  
SHEET NO. 01



LEGAL DESCRIPTION: AREA TO BE DE-ANNEXED

One (1) certain tract or parcel of ground designated as "Area to be De-Annexed", containing 0.182 Ac. (7,913 Sq. Ft.), together with all improvements thereon, located in Section 34, T-7-S, R-11-E, Greensburg Land District, St. Tammany Parish, Louisiana, and more particularly described as follows:

Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner, said point also being the Point of Beginning;

Thence, along the southerly right-of-way of LaSalle Street, N 88°31'32" E a distance of 69.27 feet to a point and corner; thence, departing said right-of-way, S 01°28'20" E a distance of 192.99 feet to a point and corner; thence, S 88°39'35" W a distance of 12.74 feet to a point and corner; thence, N 17°48'04" W a distance of 201.07 feet to the Point of Beginning.

**THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER BUSH; AND  
SECONDED FOR ADOPTION BY COUNCIL MEMBER MCGUIRE**

**ORDINANCE NO. 24-18**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MANDEVILLE ESTABLISHING PROCEDURES FOR CITY COUNCIL BUSINESS AND  
COUNCIL CHAMBER DECORUM AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, Section 2-06(c) of the Mandeville Home Rule Charter states the City Council shall determine by Resolution its own rules and order of business;

**WHEREAS**, the City Council desires to provide proper notice and transparency in the introduction, discussion and adoption of resolutions and ordinances that come before the Council;

**WHEREAS**, the City Council desires to clarify agenda notice requirements and procedures relating to how ordinances and resolutions are placed on Council agendas;

**WHEREAS**, the City Council desires to formalize the agenda process to be efficient and enhance communication between the Administration and the Council;

**WHEREAS**, the City Council desires to provide for orderly, respectful, and professional public meetings; and

**WHEREAS**, the City Council desires to provide for the safety of all members and representatives of the City Council and Administration participating in City Council business.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mandeville that the following rules are established and shall be codified into the Mandeville Code of Ordinances as Chapter 2, Section 11 and Section 12 as follows:

**SECTION 2-11 RULES OF CITY COUNCIL PROCEDURE**

1. The officers of the City Council shall be the Council Chairperson and the Council Vice-Chairperson and shall be selected from the Council Members elected at large. The Council Chairperson and Council Vice Chairperson shall be elected by a majority vote of the City Council. Following election of a Council Chairperson at the first meeting of a new Council, in accordance with the Charter, a vote will be taken each year at the first meeting in July for the purpose of electing a Council Chairperson.
  - a. The Council Chairperson shall have the following duties:
    - i. to preside at all sessions of the Council, unless otherwise agreed upon by majority vote of the Council;
    - ii. to open each session of the Council by taking the chair and calling the Members to order;
    - iii. to cause the Council to proceed with its business in the proper order under the rules if a quorum is present, and to announce the business before the Council as the Council proceeds upon each order of business.

- iv. to preserve order and decorum; to speak on points of order, in which case he or she shall have preference over other Members;
- v. to decide all points of order and to inquire with the parliamentarian to resolve any disputes concerning points of order according to Robert's Rules of Order;
- vi. to explain or clarify any rule of procedure upon request; and/or elicit the assistance of the parliamentarian for these purposes;
- vii. to state or direct the Clerk to state each motion as it is made;
- viii. to recognize Members of the Council, the Mayor and other members of city government, and the public in accordance with Robert's Rules and the rules adopted by the City Council for the governance of its meetings;
- ix. to state and put to a vote all questions requiring a vote and to announce the vote;
- x. to sign all ordinances and other documents which require his or her signature; and
- xi. to do and perform such other duties as may be required by the laws of this state or by the charge of the City or by the City Council.

b. The duties of the Council Vice Chairperson shall be to preside at meetings of the Council in the absence of the Council Chairperson and shall exercise those duties (set forth in Section 1a i-ix) of the Chairperson necessary to facilitate the orderly conduct of the council meeting over which the Chairperson presides.

2. The date, time, and place of Council meetings may be changed by the Council Chairperson upon his or her discretion or upon request of other Council Members, subject to meeting all requirements for proper public notice.

3. The regular order of business for meetings of the City Council shall be as follows:

- a. Meeting called to order
- b. Roll call
- c. Invocation and Pledge of Allegiance
- d. Announcements
  - i. Council
  - ii. Mayor
  - iii. Department heads (as requested)
- e. Presentations
- f. Consent agenda
  - i. The consent calendar shall be in two parts, and any item may be removed from the consent calendar by Council Members for individual consideration prior to the adoption of the consent calendar. Part One shall be for agenda items that do not necessarily require individual debate, discussion or consideration; Part Two shall be for items that do not require a public hearing, but may require individual debate, discussion or consideration by the Council prior to Council action.

(a) Consent Agenda Part One:

- (i) Approval of minutes from previous meetings
- (ii) Introduction of ordinances: ordinances for introduction shall be introduced by title only, sponsored by a Council Member, shall not require public reading, and be presented in full written form at the time of introduction.

- (b) Consent Agenda Part Two:
      - (i) Approval of alcoholic beverage permit applications
      - (ii) Special event applications
      - (iii) Change orders and substantial completion certifications for City Public Works projects
  - g. Unfinished Business
    - i. Any deferred agenda item
    - ii. Adoption of ordinances introduced at previous meeting
  - h. New Business
    - i. Nomination and approval of Board Members to City Commissions
    - ii. Resolutions
  - i. Public Comment
  - j. Finance Report and Projects in Progress: these reports shall alternate. The Projects in Progress report shall be on the 1<sup>st</sup> regularly scheduled monthly meeting and the Finance Report shall be on the 2<sup>nd</sup> regularly scheduled monthly meeting.
  - k. Executive Session, if any
  - l. Adjournment
- 4. On any question of council procedure, where these rules are not applicable, all meetings shall be conducted in accordance with Robert's Rules of Order Newly Revised, 12th Edition.
- 5. Public comment will be allowed for agenda items prior to any vote with a 3-minute limit per person. Public comment will be allowed for non-agenda items at the end of each meeting with a 3-minute limit per person. Ceding one's time to another is not permitted.
  - a. If additional time is requested by an individual, for an agenda or non-agenda item, a majority vote of the Council will be required to extend the time limit for that individual.
  - b. To avoid repetition, groups interested in an agenda item should elect a spokesman to represent the views of the group. In the event a spokesman is elected, the Council Chairman shall establish a reasonable time for that spokesman for public comment.
  - c. To the extent that public comment is repetitive in nature, the Council Chairperson has the right to request that said comment be limited to statements not previously shared during the meeting.
  - d. The Council Chairperson is expressly granted the authority to require any person wishing to address the Council to submit to the Council Clerk a completed and signed request to speak card. In the event that speaker cards are utilized, any request to speak card must be received prior to the conclusion of the agenda item designated for such public comment.
  - e. No Council Member or other City government representative shall interrupt the



person offering public comment, and all questions shall be addressed to such person only at the conclusion of his or her remarks and he or she has returned to his or her seat. Any response to a question raised on a non-agenda item shall be limited to information that is already released to the public domain and/or a matter of public safety, health and welfare.

6. Slides or presentations by members of the public are not permitted in Council Chambers or other designated meeting places except through advance submission to a Member of the Council under an advertised agenda item, in accordance with the provisions of the State Open Meetings Law, review by the City Attorney, and final approval by the Council Chairperson.

## SECTION 2-12 RULES OF DECORUM FOR CITY COUNCIL MEETINGS

1. All members of the Council, City Government, and the audience shall confine themselves to decorous language in addressing the Council. Members of the audience shall not engage in disruptive conversations or other behavior not recognized by the Chairperson, nor heckle individuals recognized as having the floor. Any violation of these rules will subject the offender to immediate removal from the chambers.
2. Placement of political or campaign literature or paraphernalia inside Council Chambers or the designated meeting place in advance, including placing materials on empty seats or posting materials on walls or fixtures, is prohibited. Any violation of these rules will subject the offender to immediate removal from the Chambers.
3. There shall be no signs, banners, or other demonstrative displays in Council Chambers. Any handheld sign not otherwise excluded herein, brought to the Council Chambers by the public shall only be displayed in the council lobby and not brought into the Council Chamber area. Any violation of these rules will subject the offender to immediate removal from the Chambers.
4. All videos taken at any public meeting held in the Council Chambers, except those by City staff, shall only be taken from an area designated in the Chambers for said purposes by the Chairperson. Any violation of these rules will subject the offender to immediate removal from the chambers.
5. Use of cell phones during Council Meetings is prohibited. Members of the public shall silence their phone.
6. There shall be no solicitation of any kind to the public, Council Members or other City government representatives prior to, during, or after Council meetings inclusive of Council parking lots and city property. The Council Chairperson shall prevent the public from any such solicitation prior to, during, and after Council Meetings and shall put in place other such measures as may be deemed necessary and appropriate for the safety of Council Members and City government representatives.
7. There shall be no food allowed inside Council Chambers.
8. The Council Chairperson shall ensure at a minimum that a police officer is present at all Council Meetings and said police officer has the authority to cause the immediate removal from the Chambers of any individual in violation of these rules.

With the above ordinance having been submitted to a vote, the vote thereon was as follows:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Alex Weiner  
Interim Clerk of Council

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Jason Zuckerman  
Council Chairman

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY CITY COUNCIL MEMBER BUSH; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER MCGUIRE**

**ORDINANCE NO. 24-19**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO UNITI FIBER GULFCO, LLC, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF MANDEVILLE, LOUISIANA AND TO PROVIDE FOR RELATED MATTERS IN CONNECTION THEREWITH**

**WHEREAS, UNITI FIBER GULFCO, LLC, an Delaware limited liability company** (hereinafter referred to as the "the Company") desires to construct a fiber-optic transmission line and/or small cell network within certain public rights-of-way within the City of Mandeville; and

**WHEREAS,** the Company agrees and recognizes that it is required to obtain consent in the form of a non-exclusive franchise agreement from the City of Mandeville in order to construct the proposed fiber-optic transmission line within the corporate limits of the City of Mandeville; and

**WHEREAS,** the City of Mandeville adopted specific procedures for the placement of public and private utilities in city rights-of-way in Sections 13-6 through 13-9 of its Code of Ordinances, and Uniti Fiber GulfCo, LLC, agrees to abide by and comply with the City's Code of Ordinances in conducting any business under the non-exclusive franchise agreement; and

**WHEREAS,** the City Council believes it is in the best interest of the City of Mandeville to grant the Company's request and grant a non-exclusive franchise agreement for the construction of the proposed fiber-optic transmission line and/or small cell network in accordance with the terms and conditions contained herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANDEVILLE, AS FOLLOWS:**

The City Council of the City of Mandeville does hereby grant to UNITI FIBER GULFCO, LLC a non-exclusive franchise agreement in accordance with the agreement (attached hereto and made a part hereof) to construct, install, maintain and operate a fiber-optic transmission line and small cell network in the City of Mandeville in and along certain rights-of-subject to the terms and conditions set forth in the attached agreement.

**NOW, THEREFORE, BE IT FURTHER ORDAINED,** that the Honorable Clay Madden, Mayor, be and is hereby authorized to execute the attached non-exclusive franchise

agreement with Uniti Fiber GulfCo, LLC.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this \_\_\_\_ day of \_\_\_\_\_ 2024

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Alex Weiner  
Interim Clerk of Council

---

Jason Zuckerman  
Council Chairman



**SUBMITTAL TO**

The foregoing Ordinance was SUBMITTED by me to the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_, 2024 at \_\_\_\_\_ o'clock a.m.

\_\_\_\_\_  
Clerk of Council

**APPROVAL OF**

The foregoing Ordinance is by me hereby APPROVED, this \_\_\_\_ day of \_\_\_\_, 2024 at \_\_\_\_\_ o'clock a.m.

\_\_\_\_\_  
CLAY MADDEN, MAYOR

**VETO OF**

The foregoing Ordinance is by hereby VETOED, this \_\_\_\_ day of \_\_\_\_, 2024 at \_\_\_\_\_ o'clock a.m.

\_\_\_\_\_  
CLAY MADDEN, MAYOR

**RECEIPT FROM**

The foregoing Ordinance was RECEIVED by me from the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_, 2024 at \_\_\_\_\_ o'clock a.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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Clerk of Council

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

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**RESOLUTION NO. 24-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE APPOINTING A COUNCIL CHAIRPERSON FOR THE MANDEVILLE CITY COUNCIL FOR THE TERM OF JULY 1, 2024 THROUGH JUNE 30, 2025 AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS** Section 2-06E of the Mandeville Home Rule Charter states that organization of the Council shall occur at the first meeting of the newly elected Council;

**WHEREAS** the Council Chairperson shall be elected by a majority of vote of the Council from among the at-large Council members;

**WHEREAS** the Council desires to appoint at-large Councilmember \_\_\_\_\_ as the Council Chairperson for the term of July 1, 2024 through June 30, 2025; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mandeville in regular session assembled on the 11<sup>th</sup> day of July 2024 acting pursuant to Section 2-06E of the Mandeville Home Rule Charter, hereby appoints \_\_\_\_\_ as the Council Chairperson for the Mandeville City Council for the term of July 1, 2024 through June 30, 2025.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this \_\_\_\_ day of July 2024.

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Alex Weiner  
Interim Clerk of Council

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Jason Zuckerman  
Council Chairman

***THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_; AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_.***

***RESOLUTION NO. 24-38***

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ENDORSING THE APPLICATION OF LISA KEIFFER, LLC FOR THE PARTICIPATION IN THE RESTORATION TAX ABATEMENT PROGRAM APPLICATION PROJECT ID 20220545-RTA***

**WHEREAS**, Article VII, Section 21 (H) of the State Constitution and Act 445 of 1983 provide for payment of ad valorem taxes on certain basis for property owners performing certain improvements in Historic, Economic Development, and Downtown Development Districts; and

**WHEREAS**, expansion, restoration, improvement and development of existing commercial structures should be encouraged by repurposing under-utilized resources and enhancing the tax base; and

**WHEREAS**, the City of Mandeville desires to provide for the redevelopment of Historic Structures within the City of Mandeville Historic Preservation District; and

**WHEREAS**, the following described property has been submitted to the City Council of the City of Mandeville for review of participation in the Restoration Tax Abatement Program, said property being described as municipal address 201 Carroll Street, Mandeville, LA owned by Lisa Keiffer, LLC

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Mandeville in due, regular and legal session convened, after consideration, the City Council hereby endorses the application of Lisa Keiffer, LLC for participation in the Restoration Tax Abatement Program, Application Project No. 20220545-RTA, for the structure located at 201 Carroll Street, Mandeville, LA

**BE IT FURTHER RESOLVED**, by the City Council of the City of Mandeville, that a copy of this resolution be forwarded to the State Board of Commerce and Industry.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the Resolution was declared adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Alex Weiner  
Interim Council Clerk

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman

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

**RESOLUTION NO. 24-39**

**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 ENGINEERING CONSULTING AGREEMENT WITH DIGITAL ENGINEERING & IMAGING, INC. TO ALLOW FOR ADDITIONAL CAPACITY FOR DIGITAL ENGINEERING TO EXPEDITE DRAINAGE, WATER, SEWER MODELS AND MINOR DESIGN PACKAGES FOR NEIGHBORHOOD IMPROVEMENTS AS LISTED IN THE CAPITAL BUDGET AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS** the City of Mandeville and Digital Engineering & Imaging, Inc. entered into an Engineering Consulting Agreement on December 18, 2020 for professional engineering services for the Management of Capital Projects and City Improvements for the City of Mandeville;

**WHEREAS** on August 20, 2021, Amendment No. 1 to the Engineering Consulting Agreement was executed where additional scope and the corresponding fees were added;

**WHEREAS** the parties now desire to further amend the original Agreement by executing Amendment No. 2, to add an additional scope to increase Digital Engineering & Imaging, Inc.'s capacity to expedite drainage/water/sewer models and minor design packages for neighborhood improvements as listed in the Capital Budget, to increase basic and supplemental services monthly not to exceed values, and to continue construction administration and resident inspection services at the request of the Department of Public Works; 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 Engineering Consulting Agreement between the City of Mandeville and Digital Engineering & Imaging, 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:  
ABSTENTIONS:  
ABSENT:

and the Resolution was declared adopted this \_\_\_\_ day of July 2024.

\_\_\_\_\_  
Alex Weiner  
Interim Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman



**AMENDMENT NO. 2 TO THE CONSULTING AGREEMENT BETWEEN  
THE CITY OF MANDEVILLE  
AND  
DIGITAL ENGINEERING & IMAGING, INC.**

**THIS SECOND AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Digital Engineering & Imaging, Inc. represented by David G. LeBreton, Jr., 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 consulting agreement dated on December 18, 2020 (the “**Agreement**”) to provide professional engineering services for the Management of Capital Projects and City Improvements for the City of Mandeville as specified by the City;

**WHEREAS**, the Original Agreement was amended by the City via Amendment No. 1 with an effective date of August 20, 2021 to increase the month contract capacity for the Management of Capital Projects and City Improvements and also include supplemental professional engineering services, including monitoring of repair and maintenance contracts, construction administration, resident inspection, and minor engineering design projects for the City, to the scope of services that the Consultant is authorized to perform at the direction of the City;

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to further increase the contract capacity for the Management of Capital Projects and City Improvements and increase the contract capacity for supplemental professional engineering services to expedite the development of modeling, design, and construction projects at the direction of the City.

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

**SECTION III, SUPPLEMENTAL SERVICES:** In addition to the supplemental services expressly included in the Agreement, the City and Consultant agree to add the following services:

- T. Professional Engineering Services to support CITY Public Works and Capital Projects and Programs, including but not limited to monitoring of repair and maintenance contracts, construction administration, resident inspection, and minor engineering design projects not to exceed \$50,000 per month, upon

direction of the Director of Public Works and approval by the Mayor.

**SECTION IV, PAYMENTS :** The City and Consultant agree to amend Section IV of the Agreement to read as follows:

- A. For services outlined in Section II, the City shall pay DE on an hourly rate basis, in accordance with “Exhibit A.” The maximum fee that can be charged for all work under this Agreement, under Section II, shall not exceed \$50,000.00 per month unless increased by a resolution of the City authorizing a written amendment to this Agreement. Payment to DE shall be monthly.
- B. Notwithstanding Subsection A of Section IV, for emergency engineering services described by Subsection S of Section III, the CITY shall pay DE on an hourly rate subject to the fee schedule set forth in Exhibit A; however, said fee for any emergency work is not limited to \$50,000.00, but must first be approved by the CITY through the Mayor upon attention of threat of imminent danger to person and/or property. In the event of a need for emergency engineering services under Section III, Subsection S, the Mayor shall provide written notice of the CITY’s need for these services to the City Council. The Mayor’s authorization of emergency services shall be submitted to the City Council at the next available public meeting with a Resolution, requesting the amendment of this Agreement for the performance of said services, and the approval of this Resolution shall not be unreasonably withheld or delayed.
- C. For all services outlined in Section III, the CITY shall pay DE on an hourly rebate basis, in accordance with “Exhibit A”, for a not-to-exceed fee, as negotiated and agreed on at the time of services, but in no event shall services included for work performed under Section III exceed \$50,000.00 per month.
- D. For any work performed by sub-consultants to DE, DE shall be reimbursed at the rate of 1.10 times the actual sub-consultant invoices.
- E. It is understood by and between the CITY and DE that should no work be performed in a monthly period, there shall be no payment due under the monthly cap. This is not a retainer agreement. Payment is for work performed.
- F. Monthly invoices for services performed shall be prepared indicating that classification of the employee engaged, number of hours worked per day, billable rate and a detailed description of work performed during the monthly period, as per City ordinances.

**EXHIBIT A:** The City and Consultant agree that “Exhibit A” to the Agreement should be revised and replaced with the document attached as “Exhibit A” to this Amendment No. 2.

**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:** \_\_\_\_\_

**DIGITAL ENGINEERING & IMAGING, LLC**

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

**Printed Name:** \_\_\_\_\_

**CORPORATE TAX I.D.** \_\_\_\_\_

**EXHIBIT "A"**

**HOURLY RATE SCHEDULE  
FOR  
DIGITAL ENGINEERING & IMAGING, INC.  
ENGINEERING CONTRACT AGREEMENT  
WITH  
CITY OF MANDEVILLE, LOUISIANA**

Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 1 to Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to the Engineer.

Hourly rates for services performed on or after the date of this Amendment are:

**2024 DIGITAL ENGINEERING HOURLY RATES**

<b><u>Labor Category</u></b>	<b><u>Billing Rate</u></b>
Principal Engineer	\$250.00
Sr. Professional Engineer	\$240.00
Supervising Professional Engineer	\$220.00
Professional Engineer III	\$190.00
Professional Engineer II	\$165.00
Professional Engineer I	\$155.00
Engineering Intern II	\$130.00
Engineering Intern I	\$120.00
Graduate Engineer	\$105.00
Sr. Technician/Designer	\$155.00
CAD Technician II	\$135.00
CAD Technician I	\$115.00
Sr. Project Manager	\$180.00
Sr. Construction Manager	\$165.00
Construction Manager	\$120.00
Project Manager	\$165.00
Sr. Construction Inspector	\$115.00
Construction Inspector	\$100.00
Senior Project Administrator	\$120.00
Administrative / Clerical II	\$85.00
Administrative / Clerical I / Student Intern	\$60.00

**EXHIBIT “A”**

Reimbursable Expense Rates

1. Mileage billing rates follow the Office of State Travel which is responsible for setting Louisiana’s general travel regulations, known as Policy and Procedure Memorandum 49 (PPM49). This office within the Louisiana Division of Administration sets the maximum standards, which is adjusted regularly – : <https://www.doa.la.gov/doa/ost/>

Reimbursable expense rates for services performed on or after the date of this Amendment are:

**2024 DIGITAL ENGINEERING REIMBURSABLE EXPENSE RATES**

<b><u>Items</u></b>	<b><u>Billing Rate</u></b>
Mileage	As allowed per <i>PPM 49 - Louisiana State Travel Guide's Effective Policy</i>
Production (Outsourced Printing, Binding, Etc.)	Actual Cost
Parking/Tolls	Actual Cost

**SIGNED FOR IDENTIFICATION:**

**CITY OF MANDEVILLE**

**DIGITAL ENGINEERING & IMAGING, INC.**

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**AMENDMENT NO. 1 TO THE CONSULTING AGREEMENT BETWEEN  
THE CITY OF MANDEVILLE  
AND  
DIGITAL ENGINEERING & IMAGING, INC.**

**THIS FIRST AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Digital Engineering & Imaging, INC. represented by Thomas P. Hickey, 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 consulting agreement dated on December 18, 2020 (the “**Agreement**”) to provide professional engineering services for the Management of Capital Projects and City Improvements for the City of Mandeville as specified by the City;

**WHEREAS**, at the time of the Agreement, many professional engineering services to support the City, including monitoring of repair and maintenance contracts, construction administration, and resident inspection, were being performed by another design services firm, and these projects have come to completion with the other design service firm; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add supplemental professional engineering services, including monitoring of repair and maintenance contracts, construction administration, resident inspection, and minor engineering design projects for the City, to the scope of services that the Consultant is authorized to perform at the direction of the City;

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

**SECTION III, SUPPLEMENTAL SERVICES:** In addition to the supplemental services expressly included in the Agreement, the City and Consultant agree to add the following services:

- T. Professional Engineering Services to support CITY Public Works and Capital Projects and Programs, including but not limited to monitoring of repair and maintenance contracts, construction administration, resident inspection, and minor engineering design projects not to exceed \$35,000 per month, upon direction of the Director of Public Works and approval by the Mayor.

**SECTION IV, PAYMENTS :** The City and Consultant agree to amend Section IV of the Agreement to read as follows:

- A. For services outlined in Section II, the City shall pay DE on an hourly rate basis, in accordance with "Exhibit A." The maximum fee that can be charged for all work under this Agreement, under Section II, shall not exceed \$35,000 per month unless increased by a resolution of the City authorizing a written amendment to this Agreement. Payment to DE shall be monthly.
- B. Notwithstanding Subsection A of Section IV, for emergency engineering services described by Subsection S of Section III, the CITY shall pay DE on an hourly rate subject to the fee schedule set forth in Exhibit A; however, said fee for any emergency work is not limited to \$35,000.00, but must first be approved by the CITY through the Mayor upon attention of threat of imminent danger to person and/or property. In the event of a need for emergency engineering services under Section III, Subsection S, the Mayor shall provide written notice of the CITY's need for these services to the City Council. The Mayor's authorization of emergency services shall be submitted to the City Council at the next available public meeting with a Resolution, requesting the amendment of this Agreement for the performance of said services, and the approval of this Resolution shall not be unreasonably withheld or delayed.
- C. For all services outlined in Section III, the CITY shall pay DE on an hourly rebate basis, in accordance with "Exhibit A", for a not-to-exceed fee, as negotiated and agreed on at the time of services, but in no event shall services included for work performed under Section III exceed \$35,000.00 per month.
- D. For any work performed by sub-consultants to DE, DE shall be reimbursed at the rate of 1.10 times the actual sub-consultant invoices.
- E. It is understood by and between the CITY and DE that should no work be performed in a monthly period, there shall be no payment due under the monthly cap. This is not a retainer agreement. Payment is for work performed.
- F. Monthly invoices for services performed shall be prepared indicating that classification of the employee engaged, number of hours worked per day, billable rate and a detailed description of work performed during the monthly period, as per City ordinances.



**EXHIBIT A:** The City and Consultant agree that “Exhibit A” to the Agreement should be revised and replaced with the document attached as “Exhibit A” to this Amendment No. 1.

**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 20th day of August, 2021.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Elizabeth S. Swartz

DIGITAL ENGINEERING & IMAGING, LLC

BY: 

Printed Name: THOMAS P. HICKEY

CORPORATE TAX I.D. 72-1169621

**EXHIBIT "A"**

**HOURLY RATE SCHEDULE  
FOR  
DIGITAL ENGINEERING & IMAGING, INC.  
ENGINEERING CONTRACT AGREEMENT  
WITH  
CITY OF MANDEVILLE, LOUISIANA**

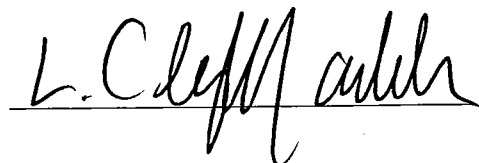
<b><u>Labor Category</u></b>	<b><u>Billing Rate</u></b>
Principal	\$195.00
Sr. Professional / Supervisor Engineer	\$175.00
Professional Engineer II	\$140.00
Professional Engineer I	\$110.00
Engineer Intern (Pre-Professional)	\$100.00
Designer	\$99.00
CAD Technician	\$90.00
Construction Manager	\$80.00
Sr. Construction Inspector	\$84.00
Construction Inspector (Resident)	\$72.00
Administrative/Clerical III	\$85.00
Administrative/Clerical II	\$73.00
Administrative/Clerical I	\$60.00

**2021 DIGITAL ENGINEERING REIMBURSABLE EXPENSE RATES**

<b><u>Items</u></b>	<b><u>Billing Rate</u></b>
Mileage	\$0.57 per Mile
Production (Outsourced Printing, Binding, Etc.)	Actual Cost
Parking/Tolls	Actual Cost

**SIGNED FOR IDENTIFICATION:**

**CITY OF MANDEVILLE**



**DIGITAL ENGINEERING & IMAGING, INC.**



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

**RESOLUTION NO. 21-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE  
CONSULTING AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND DIGITAL  
ENGINEERING & IMAGING, INC. AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City desires to amend the Consulting Agreement with Digital Engineering & Imaging, Inc. ("DE"), through which DE provides professional engineering services to the City and has been in effect since December 18, 2020; and

**WHEREAS**, the December 18, 2020 Consulting Agreement is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Consulting Agreement, which is also attached hereto; and

**WHEREAS**, at the time of the Consulting Agreement, there were various professional engineering services, including the monitoring of repair and maintenance contracts, construction administration, resident inspection, and minor engineering design projects for the City, that were being provided to the City by another professional engineering firm in connection with multiple Public Works and Capital Projects and Programs, and since that time, these Projects and Programs have come to a completion, and these services are no longer being provided by another professional engineering firm;

**WHEREAS**, there are current and future Public Works and Capital projects and programs that will require professional engineering services, including but not limited to monitoring of repair and maintenance contracts, construction administration, resident inspection, and minor engineering design projects for the City, that DE is qualified to perform;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the Consulting Agreement with Digital Engineering & Imaging, Inc., as set forth in Amendment No. 1 to the Consulting Agreement to address the professional engineering needs of the City of Mandeville

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

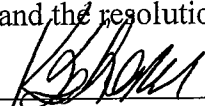
AYES: 5 ( Danielson, McGuire, Zuckerman, Bush, Kreller)

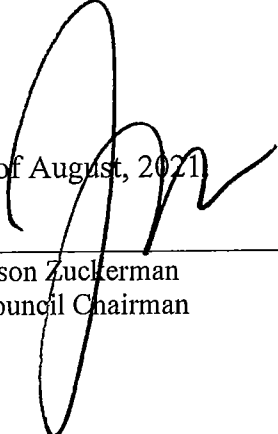
NAYS:0

ABSTENTIONS:0

ABSENT:0

and the resolution was declared adopted this 12th day of August, 2021

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

  
\_\_\_\_\_  
Jason Zuckerman  
Council Chairman

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish,  
personally came and appeared:

\_\_\_\_\_  
Thomas P. Hickey, P.E.

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

**Choose A or B. If Option A is indicated please include the requested attachment.**

**Disclosure No. 1**

A. \_\_\_\_\_ Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B.  X  Within the 48 month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. \_\_\_\_\_ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B.  X  I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A.  X  I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

B. \_\_\_\_\_ I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

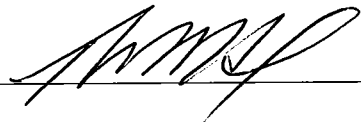
Disclosure No. 4

A. X This affidavit **Is** being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.

B. \_\_\_\_\_ This affidavit **Is Not** being submitted on behalf of a corporation, LLC, or other legal entity.

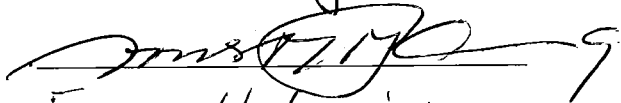
The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.

  
\_\_\_\_\_  
Thomas P. Hickey, P.E., AFFIANT

SWORN TO AND SUBSCRIBED before

me this 3rd day of August 2021

  
Forrest H. Lanning, Notary

Bar Roll # 19001

My Commission Expires @ death

**Contributions to Council Members or Mayor of the City of Mandeville**

Date of Contribution	Amount	Recipient(s)
N/A		



**Debts Owed to Appointed or Elected Officials of the City of Mandeville**

Amount of Debt	Elected or Appointed Official Owed Debt
N/A	

**Contributions Made in the Name of Another**

Date of Contribution	Amount	Recipient(s)	Contributor
02/11/2021	\$250.00	Councilman Skelly Kreller	Digital Engineering & Imaging, Inc.
09/22/2020	\$500.00	Mayor Clay Madden	Digital Engineering & Imaging, Inc.
07/28/2020	\$1000.00	Mayor Clay Madden	Digital Engineering & Imaging, Inc.
12/02/2019	\$500.00	Mayor Clay Madden	Digital Engineering & Imaging, Inc.
07/09/2019	\$500.00	Mayor Clay Madden	Digital Engineering & Imaging, Inc.

**Contributions Made by Officers, Directors, Owners, and/or Employees**

Date	Amount	Recipient(s)	Contributing Officer, Director, Owner, or Employee	% Share of Company
03/09/2020	\$500.00	Mayor Clay Madden	Owner	50%
06/23/2020	\$500.00	Mayor Clay Madden	Owner	50%

## ENGINEERING CONSULTING AGREEMENT

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

**THIS AGREEMENT** is entered into this 18<sup>th</sup> day of December, 2020,  
by and between,

**CITY OF MANDEVILLE**, hereinafter called "CITY", acting herein by and through its  
Mayor "Clay" Madden, pursuant to Resolution of the City Council of the City of Mandeville,

and,

**DIGITAL ENGINEERING & IMAGING, INC.**, hereinafter called "DE" a corporation  
licensed to do business in the State of Louisiana, pursuant to certificate by the Secretary of State,  
Louisiana, offering engineering serviced to the public.

All work to be performed under this Contract shall be under the direction of the Mayor,  
as designated and approved by the Mayor or Mayor's designee.

As provided in this Agreement, DE will provide professional engineering services for the  
Management of Capital Projects and City Improvements for the City of Mandeville (collectively  
referred to as the "Project"):

### SECTION I

The CITY hereby contracts with DE to perform professional engineering services in  
connection with various capital program management and technical assistance services. All  
engineering consultants under contract to the CITY shall be at the direction of the Mayor. As  
directed by the Mayor, engineering consultants' drawings, specifications, correspondence, and  
other communications shall be submitted to the Mayor and may be submitted to DE to review.

DE will assist the CITY and shall be project coordinator and consultant to the Mayor and  
the design professional consultants, and other persons or corporations involved with the Project.  
DE will monitor the progress of the assigned project, but not under any circumstances will the  
DE services relieve the design engineers, other professionals or parties of their responsibility for  
the Project, and for any liability or damages arising from their errors or omissions.

In providing services under this Agreement, DE shall perform in a manner consistent  
with that degree of care and skill ordinarily exercised by members of the same profession  
currently practicing under similar circumstances at the same time and in the same or similar  
locality.

## SECTION II

### **BASIC SERVICES**

Consistent with the professional standard of care above, DE shall provide the following basic services when necessary to perform the Project, including those professional engineering services described herein, or usually implied as a prerequisite for performance of the services, whether or not specifically mentioned in this Agreement, including, but not limited to, the following:

#### **A. Program Management for Assigned Capital Projects or City Improvements.**

1. Review draft engineering contracts from interested engineers.
2. Monitor and coordinate engineering design work assigned to contracted engineers.
3. Review of design engineer's plans and specifications for general conformance with CITY criteria.
4. Review and prepare comments on design memoranda and submittals.
5. Advise on the development of bid packages.
6. Review front-end documents for general conformity compliance with CITY standards.
7. Assist in resolving technical questions during design.
8. Review requests for payment from design consultants.
9. Update project databases and assist in preparation of various program reports.
10. Assist in expediting bid and award phases of projects, including preparations of documents of City Council action.
11. Support at pre-bid conferences.
12. Review and assist in the development of addenda to the projects.
13. Support at bid opening.
14. Support pre-construction conference.

15. Observe construction activities, attend pre-construction meetings, review change order requests, assist in resolving field questions, including:

- a. Review construction program in specific zone to avoid delays, expedite construction, and preclude claims.
- b. Monitor the administration of the construction contract and assure that proper documentation is prepared by the contracted engineer.
- c. Assist in review of CPM schedule
- d. Assist with shop drawings
- e. Review request for changes to the contract from the engineer and/or contractor and monitor the development and processing of billings and change orders.
- f. Prepare resolution for change order for execution by CITY and monitor execution of same.
- g. Review final payment and record drawing(s).
- h. Monitor schedule compliance.
- i. Assist in project acceptance and development of punch list and walk-through prior to recommendation of acceptance.
- j. Assist in transfer of job-related files to the CITY.
- k. Assist in post-construction review.

16. Appearances before special boards or public hearings, to include the attendance of DE at regularly scheduled Council meetings as requested by the Mayor, City Council or Mayor's designee;

17. Provide engineering technical support staff services to assist the CITY to expedite projects to construction including performing minor design phase services, studies, evaluations, miscellaneous CADD services, and planning and zoning engineering reviews.

### SECTION III

#### **SUPPLEMENTARY SERVICES**

DE shall provide, when requested by the Mayor through the issuance of Task Orders or Written Assignments directed by Public Works, professional engineering design services to support CITY Public Works activities and programs, including repair and maintenance, which were not included in Section II. The compensation to DE for these supplementary services, when performed by DE, shall not exceed the amount set forth in Section IV, hereafter.

Such supplementary services may include, but not be limited to, the following:

- A. Soils investigation;
- B. Topographic/ boundary surveys;
- C. Laboratory inspection of materials and equipment;
- D. Right-of-way, easement and property acquisition surveys, plats maps and documents;
- E. Any major revisions, for which DE is not responsible, that are authorized by the CITY after the completion and approval of either the preliminary or final plans and specifications;
- F. Services concerning replacement of any work damaged by fire or other causes during construction, not the fault of DE;
- G. Services made necessary by the default of the contractor in the performance of the construction contract;
- H. Serving as an expert witness in connection with court proceedings, or before state or federal regulatory or administrative agencies;
- I. Extensive traffic engineering analysis and reports, and recommendations on signage;
- J. Preparation of Environmental Assessment (EA) documents and/or Environmental Permits, and advice to CITY with regard to compliance and/or representation of CITY before state or federal regulatory administrative bodies.
- K. Assisting the CITY in the preparation of Grant Applications including Grant Administration;
- L. Extensive public relations assistance for public meetings and presentations;
- M. Assistance in preparation of operation and maintenance manuals;
- N. Job site observation and inspection other than periodic site visits;

- O. Equipment purchases or leases;
- P. Conduct special studies; provide special engineering services; engineering investigation; preparation of reports and other analyses or consultation not included elsewhere in this Agreement.;
- Q. Assist the CITY in Natural Disasters or Emergency Operations, under declared emergencies, as directed and needed for Engineering Support;
- R. Specialty review of plans and specifications by disciplines not represented in the Basic Services group, including, but not limited to, geotechnical engineering, structural engineering, electrical and instrumentation engineering, mechanical engineering, environmental engineering, architecture, and land surveying.
- S. Emergency Engineering Services for CITY Public Works when there is an imminent danger to person and/or property, upon direction of the Director of Public Works and approval by the Mayor.

#### SECTION IV

#### PAYMENTS

- A. For services outlined in Section II and III, the CITY shall pay DE on an hourly rate basis, in accordance with Exhibit "A". The maximum fee that can be charged for all work under this Agreement, under Sections II and III, shall not exceed **\$35,000.00 per month** unless increased by a resolution of the CITY authorizing a written amendment to this Agreement. Payment to DE shall be monthly.

Notwithstanding Section A, for emergency engineering services described by Subsection T of Section III, the CITY shall pay DE on an hourly rate subject to the fee schedule set forth in Exhibit A; however, said fee for any emergency work is not limited to \$35,000.00, but must first be approved by the CITY through the Mayor upon attestation of threat of imminent danger to person and/or property. In the event of a need for emergency engineering services under Section III, Subsection T, the Mayor shall provide written notice of the CITY's need for these services to the City Council. The Mayor's authorization of emergency services shall be submitted to the City Council at the next available public meeting with a Resolution, requesting the amendment of this Agreement for the performance of said services, and the approval of this Resolution shall not be unreasonably withheld or delayed.

- B. For any work performed by sub-consultants to DE, DE shall be reimbursed at the rate of 1.10 times the actual sub-consultant invoices.



- C. It is understood by and between the CITY and DE that should no work be performed in a monthly period, there shall be no payment due under the monthly cap. This is not a retainer agreement. Payment is for work performed.
- D. Monthly invoices for services performed shall be prepared indicating the classification of the employee engaged, number of hours worked per day, billable rate and a detailed description of work performed during the monthly period; as per City Ordinances.

## SECTION V

### TERMINATION OR SUSPENSION OF AGREEMENT

- A. The terms of this Agreement shall be binding upon the parties hereto until the engineering work has been completed and accepted by the CITY, and all payments required to be made to DE have been made, but this Agreement may be terminated under any or all of the following conditions:
  - 1. By mutual agreement and consent of the parties hereto.
  - 2. By the CITY as a consequence of the failure to DE to comply with the terms, progress or quality of work in satisfactory manner, proper allowance being made for circumstances beyond the control of DE.
  - 3. By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.
  - 4. In the event DE does not maintain a valid Louisiana Engineering License.

Either party may terminate this Agreement, without cause, by delivery of thirty (30) days' written notice to the other party.

## SECTION VI

### INSURANCE

DE shall secure and maintain, at its expense, such insurance that will protect it, and the CITY, from claims under the Louisiana Worker's Compensation laws, and any claims for bodily injury, death, or property damage which may arise from the error, or omission, or negligence of DE, its employees, or assigns, of engineering services provided under this Agreement. All certificates of insurance shall be furnished to the CITY, and said insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the CITY, in writing. DE shall provide proof of liability and workers' compensation insurance to Board Attorney with \$1,000,000.00 minimum limits. (Said policies and Declaration sheets to be delivered to the CITY before commencement of work performed under this Agreement.) The CITY shall be named an additional insured and a waiver of subrogation in favor of the CITY shall be indicated on the certificate of insurance.

## SECTION VII

### **GENERAL**

- A. DE shall indemnify and hold harmless the CITY against any and all damages or judgments for sums of money, or any other compensation, to any party, including employees or agents of DE, for loss of life or injury or damages to person or property to the extent caused by any negligent act by DE, its agent(s), servants or employees, while engaged upon or in connection with the services required or performed by DE under this Agreement.
- B. While in the performance of services or carrying out other obligations under this Agreement, DE shall be acting in the capacity of "independent contractor" and not as a corporation for any obligations of DE arising from the performance of their services under this Agreement.
- C. DE shall coordinate with the CITY with respect to service being performed, dealing with other agencies, and administration and control of construction contracts as intended by the appropriate provisions herein.
- D. The parties, stipulate and agree that DE is, for all purposes under this Agreement, an independent contractor solely for its own means and methods for performance of the work or services stated herein. DE shall perform without supervision by the CITY as an independent contractor and shall not be considered to be an employee, representative, spokesman, agent or servant of the CITY for any purpose whatsoever. Superseding any other provision to the contrary, it is the specific intent of the parties hereto that nothing in this Agreement shall impose any duty on, or empower DE with any authority, that might be interpreted to make DE a "public employee" under La. R.S. 42:1102. The parties stipulate that DE shall not be deemed a "public employee" under La. R.S. 42:1102.
- E. The parties agree that neither party shall assign, sublet, or transfer any rights under or interest in this Agreement, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- F. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and DE and not for the benefit of any other party. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CITY or DE to any contractor, subcontractor, supplier or other individual/entity.
- G. In the event that one or more provisions of this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, said invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be continued as if such provision had never been contained herein.
- H. This Agreement may only be amended by a written instrument executed by each of the parties hereto, and said amendment must be authorized by a Resolution of the City Council.

**SECTION VIII**

**LAWS GOVERNING AGREEMENT**

This Agreement shall be governed by the Laws of the State of Louisiana.

**SECTION IX**

**EXECUTION OF AGREEMENT**

THIS AGREEMENT is executed in duplicate originals on the day and year first above written.

**ATTEST:**

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

**CITY OF MANDEVILLE**

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

The Honorable Clay Madden  
Mayor

**ATTEST:**

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

**DIGITAL ENGINEERING & IMAGING, INC.**

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

Thomas P. Hickey, P.E.  
President

**EXHIBIT "A"**

**HOURLY RATE SCHEDULE  
FOR  
DIGITAL ENGINEERING & IMAGING, INC.  
ENGINEERING CONTRACT AGREEMENT  
WITH  
CITY OF MANDEVILLE, LOUISIANA**

<b><u>Labor Category</u></b>	<b><u>Billing Rate</u></b>
Sr. Professional / Supervisor Engineer	\$170.00
Professional Engineer II	\$130.00
Professional Engineer I	\$110.00
Engineer Intern (Pre-Professional)	\$90.00
CAD Designer	\$87.00
Construction Manager	\$80.00
Sr. Construction Inspector	\$84.00
Construction Inspector (Resident)	\$72.00
Administrative/Clerical III	\$85.00
Administrative/Clerical II	\$73.00
Administrative/Clerical I	\$60.00

**2020 DIGITAL ENGINEERING REIMBURSABLE EXPENSE RATES**

<b><u>Items</u></b>	<b><u>Billing Rate</u></b>
Mileage	\$0.57 per Mile
Production (Outsourced Printing, Binding, Etc.)	Actual Cost
Parking/Tolls	Actual Cost

**SIGNED FOR IDENTIFICATION:**

**CITY OF MANDEVILLE**



**DIGITAL ENGINEERING & IMAGING, INC.**



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

---

**RESOLUTION NO. 24-40**

**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 PROFESSIONAL SERVICES AGREEMENT WITH BLUE WILLIAMS, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City of Mandeville, LA (hereinafter the “The City”) and Blue Williams LLP (hereinafter referred to as “Blue Williams”, collective referred to as the “Parties”) entered into a Lawyer-Client Agreement (hereinafter “Agreement”) related to the performance of duties and legal services (hereinafter “Services”) fully executed on October 26, 2020;

**WHEREAS** the Parties recognize that on February 16, 2024, the Louisiana Attorney General, Liz Murillo published an updated Hourly Fee Schedule for professional legal services;

**WHEREAS** the parties wish to amend the Original Agreement to update the Agreement rates to reflect current Louisiana Attorney General’s published rates; 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 Lawyer-Client Agreement between the City of Mandeville and Blue Williams, 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:

ABSTENTIONS:

ABSENT:

and the Resolution was declared adopted this \_\_\_\_ day of July 2024.

---

Alex Weiner  
Interim Clerk of Council

---

Jason Zuckerman  
Council Chairman

**Lawyer-Client Agreement  
Amendment No. 1**

Between the City of Mandeville, LA and Blue Williams, LLC

**Amendment to Lawyer-Client Agreement  
Services Agreement**

Amendment No. 1

**WHEREAS** the City of Mandeville, LA (hereinafter the “The City”) and Blue Williams LLC (hereinafter referred to as “Blue Williams”, collective referred to as the “Parties”) entered into a Lawyer-Client Agreement (hereinafter “Agreement”) related to the performance of duties and legal services (hereinafter “Services”) fully executed on October 26, 2020; and

**WHEREAS** the Parties recognize that on February 16, 2024, the Louisiana Attorney General, Liz Murillo published an updated Hourly Fee Schedule for professional legal services;

**WHEREAS** the parties wish to amend the Original Agreement to update the Agreement rates to reflect current Louisiana Attorney General’s published rates; and

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

Section 7 Fees and Costs of the Agreement is hereby revised to read as follows:

a. Hourly Fee for Billable Time.

- (1) Rates: The consideration for such services shall be billed at a rate not to exceed the Maximum Hourly Fee Schedule set forth by Louisiana’s Department of Justice, State Attorney General’s Office on February 16, 2024. A copy of which is attached hereto and made a part hereof.

Lawyer \_\_\_\_\_

Client(s) \_\_\_\_\_

**Lawyer-Client Agreement**

**Amendment No. 1**

Between the City of Mandeville, LA and Blue Williams, LLC

All other provisions of the Lawyer-Client Agreement shall remain in effect. This amendment is hereby agreed to and is incorporated into the Agreement as of the date of the signature of the latest party's authorized agent.

**CITY OF MANDEVILLE, LA**

**BLUE WILLIAMS, LLC**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Lawyer \_\_\_\_\_

Client(s) \_\_\_\_\_



LIZ MURRILL  
ATTORNEY GENERAL

STATE OF LOUISIANA  
DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL  
P.O. BOX 94005  
BATON ROUGE, LA  
70804-9005

February 16, 2024

TO: ALL INTERESTED PARTIES  
FROM: LIZ MURRILL, ATTORNEY GENERAL  
SUBJECT: MAXIMUM HOURLY FEE SCHEDULE

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Pursuant to the authority of the Attorney General to supervise the representation of the state's interests, to ensure qualifications of counsel, and to exercise oversight over legal counsel for the state as granted in La R.S. 42:257, 258, and 262, this is to advise all interested persons that the approved Maximum Hourly Fee Schedule of this office for professional legal services, effective this date, shall be as follows:

\$350.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF TEN YEARS OR MORE IN THE PRACTICE OF LAW
\$275.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF FIVE TO TEN YEARS IN THE PRACTICE OF LAW
\$225.00	PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF THREE TO FIVE YEARS IN THE PRACTICE OF LAW
\$175.00	PER HOUR FOR ATTORNEY HAVING EXPERIENCE OF LESS THAN THREE YEARS IN THE PRACTICE OF LAW
\$80.00	PER HOUR FOR PARALEGAL SERVICES

LM



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

---

***RESOLUTION NO. 24-41***

**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 PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL F. WEINER, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City of Mandeville, LA (hereinafter the “The City”) and Michael F. Weiner, Attorney at Law, LLC. (hereinafter referred to as “Michael Weiner”, collective referred to as the “Parties”) entered into a Lawyer-Client Agreement (hereinafter “Agreement”) related to the performance of duties and legal services (hereinafter “Services”) fully executed on November 16, 2020;

**WHEREAS** the Parties recognize that on February 16, 2024, the Louisiana Attorney General, Liz Murillo published an updated Hourly Fee Schedule for professional legal services;

**WHEREAS** the parties wish to amend the Original Agreement to update the Agreement rates to reflect current Louisiana Attorney General’s published rates; 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 Lawyer-Client Agreement between the City of Mandeville and Michael F. Weiner, Attorney at Law, 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:

ABSTENTIONS:

ABSENT:

and the Resolution was declared adopted this \_\_\_\_ day of July 2024.

---

Alex Weiner  
Interim Clerk of Council

---

Jason Zuckerman  
Council Chairman

**Lawyer-Client Agreement**

**Amendment No. 1**

Between the City of Mandeville, LA and Michael F. Weiner, Attorney at Law, LLC

**Amendment to Lawyer-Client Agreement**

**Services Agreement**

Amendment No. 1

**WHEREAS** the City of Mandeville, LA (hereinafter the “The City”) and Michael F. Weiner, Attorney at Law, LLC (hereinafter referred to as “Michael Weiner”, collective referred to as the “Parties”) entered into a Lawyer-Client Agreement (hereinafter “Agreement”) related to the performance of duties and legal services (hereinafter “Services”) fully executed on November 16, 2020; and

**WHEREAS** the Parties recognize that on February 16, 2024, the Louisiana Attorney General, Liz Murillo published an updated Hourly Fee Schedule for professional legal services;

**WHEREAS** the parties wish to amend the Original Agreement to update the Agreement rates to reflect current Louisiana Attorney General’s published rates; and

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

Second paragraph of the Agreement is hereby revised to read as follows:

Fees for legal services will be based upon established hourly rates in effect when the work is performed. My hourly rate shall be billed at a rate not to exceed the Maximum Hourly Fee Schedule set forth by Louisiana’s Department of Justice, State Attorney General’s Office on February 16, 2024. A copy of which is attached hereto and made a part hereof.

All other provisions of the Lawyer-Client Agreement shall remain in effect. This amendment is hereby agreed to and is incorporated into the Agreement as of the date of the signature of the latest party’s authorized agent.

**CITY OF MANDEVILLE, LA**

**MICHAEL F. WEINER, ATTORNEY AT LAW,  
LLC.**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Lawyer \_\_\_\_\_

Client(s) \_\_\_\_\_



LIZ MURRILL  
ATTORNEY GENERAL

STATE OF LOUISIANA  
DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL  
P.O. BOX 94005  
BATON ROUGE, LA  
70804-9005

February 16, 2024

TO: ALL INTERESTED PARTIES  
FROM: LIZ MURRILL, ATTORNEY GENERAL  
SUBJECT: MAXIMUM HOURLY FEE SCHEDULE

---

Pursuant to the authority of the Attorney General to supervise the representation of the state's interests, to ensure qualifications of counsel, and to exercise oversight over legal counsel for the state as granted in La R.S. 42:257, 258, and 262, this is to advise all interested persons that the approved Maximum Hourly Fee Schedule of this office for professional legal services, effective this date, shall be as follows:

**\$350.00 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF TEN YEARS OR MORE IN THE PRACTICE OF LAW**

**\$275.00 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF FIVE TO TEN YEARS IN THE PRACTICE OF LAW**

**\$225.00 PER HOUR FOR ATTORNEYS HAVING EXPERIENCE OF THREE TO FIVE YEARS IN THE PRACTICE OF LAW**

**\$175.00 PER HOUR FOR ATTORNEY HAVING EXPERIENCE OF LESS THAN THREE YEARS IN THE PRACTICE OF LAW**

**\$80.00 PER HOUR FOR PARALEGAL SERVICES**

LM

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

---

**RESOLUTION NO. 24-42**

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE LIFT STATIONS A & 27 IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER, SUBTERRANEAN CONSTRUCTION, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS** the City of Mandeville advertised for bids for the Lift Stations A & 27 project, which were opened and publicly read on June 26, 2024;

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

**WHEREAS** Kyle Associates, LLC., as the engineer professional, has reviewed the bids on the above referenced project. The lowest bidder was Subterranean Construction, LLC. Based upon the Revised Statutes under which the City operates, the engineer professional recommends awarding the contract to Subterranean 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 July 2024 acting pursuant to the recommendation of the Project’s design professional, that the base bid in the amount of \$839,900 be accepted from Subterranean 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 Subterranean 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:

ABSTENTIONS:

ABSENT:

and the Resolution was declared adopted this \_\_\_ day of July 2024.

---

Alex Weiner  
Interim Clerk of Council

---

Jason Zuckerman  
Council Chairman



June 30, 2024

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


**Re: Lift Stations 27 & A Improvements  
City of Mandeville Project No. 212.24.0002  
Kyle Associates Project No. 22086**

Dear Mr. LaGrange:

Bids for the referenced project were opened on Wednesday, June 26, 2024 at 11:00 a.m. Enclosed is the bid tabulation from this bid opening. We have reviewed the bid packages and find Subterranean Construction, LLC to be the lowest responsible, responsive bidder with a bid of \$839,900.00. The low bid was 4% lower than the Opinion of Probable Construction Cost of \$875,720.00. We therefore recommend the City award the contract to Subterranean Construction, LLC in the amount of Eight Hundred Thirty-Nine Thousand Nine Hundred Dollars and Zero Cents (\$839,900.00).

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

Sincerely,

  
Digitally signed by Kevin M. Drane  
DN: C=US,  
E=kdrane@kyleassociates.net,  
O=Kyle Associates, CN=Kevin M. Drane  
Date: 2024.06.30  
21:51:58-05'00'

Kevin M. Drane, P.E.

Enclosure

Cc: RuthAnn Chadwick  
David LeBreton, Jr., P.E.  
Clif Siverd


**Bid Tabulation  
Lift Stations 27 & A  
City of Mandeville**

Date: June 26, 2024  
By: Kevin M. Drane

Ref No.	Item	Unit	Quantity	Engineer's OPC		Subterranean		LA Contracting		Gottfried Construction		KVC, LLC		Command Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	<b>Lift Station #27</b>														
1	Mobilization	LS	1	\$42,000.00	\$42,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$77,800.00	\$77,800.00	\$78,906.00	\$78,906.00	\$45,000.00	\$45,000.00
2	Lift Station 27 - Demolition	LS	1	\$40,000.00	\$40,000.00	\$9,000.00	\$9,000.00	\$18,000.00	\$18,000.00	\$17,000.00	\$17,000.00	\$8,280.00	\$8,280.00	\$25,000.00	\$25,000.00
3	Lift Station 27 - New Wet Well Top Slab w/ Hatches	LS	1	\$40,000.00	\$40,000.00	\$15,600.00	\$15,600.00	\$17,000.00	\$17,000.00	\$16,000.00	\$16,000.00	\$47,623.00	\$47,623.00	\$10,000.00	\$10,000.00
4	Lift Station 27 - Submersible Pumps	EA	2	\$50,000.00	\$100,000.00	\$48,300.00	\$96,600.00	\$46,000.00	\$92,000.00	\$48,500.00	\$97,000.00	\$94,806.00	\$189,612.00	\$100,000.00	\$200,000.00
5	Lift Station 27 - Lift Station Piping - Incl EPO Connection	LS	1	\$50,000.00	\$50,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$72,000.00	\$73,000.00	\$73,000.00	\$60,311.00	\$60,311.00	\$75,000.00	\$75,000.00
6	Lift Station 27 - Control Panel	LS	1	\$100,000.00	\$100,000.00	\$149,000.00	\$149,000.00	\$126,000.00	\$126,000.00	\$129,000.00	\$129,000.00	\$128,570.00	\$128,570.00	\$100,000.00	\$100,000.00
7	Lift Station 27 - Electrical Equipment and Labor	LS	1	\$50,000.00	\$50,000.00	\$22,800.00	\$22,800.00	\$23,000.00	\$23,000.00	\$19,000.00	\$19,000.00	\$17,825.00	\$17,825.00	\$10,000.00	\$10,000.00
8	Lift Station 27 - Bypass Pumping	LS	1	\$100,000.00	\$100,000.00	\$15,700.00	\$15,700.00	\$16,500.00	\$16,500.00	\$30,500.00	\$30,500.00	\$16,043.00	\$16,043.00	\$25,000.00	\$25,000.00
9	Lift Station 27 - Generator	LS	1	\$75,000.00	\$75,000.00	\$49,500.00	\$49,500.00	\$62,000.00	\$62,000.00	\$74,000.00	\$74,000.00	\$52,124.00	\$52,124.00	\$50,000.00	\$50,000.00
10	Lift Station 27 - Chain Link Fencing & Gates	LS	1	\$13,720.00	\$13,720.00	\$7,600.00	\$7,600.00	\$17,000.00	\$17,000.00	\$14,500.00	\$14,500.00	\$19,235.00	\$19,235.00	\$10,000.00	\$10,000.00
11	Lift Station A - Demolition	LS	1	\$5,000.00	\$5,000.00	\$29,800.00	\$29,800.00	\$18,000.00	\$18,000.00	\$9,000.00	\$9,000.00	\$9,430.00	\$9,430.00	\$25,000.00	\$25,000.00
12	Lift Station A - Submersible Pumps	EA	2	\$25,000.00	\$50,000.00	\$44,500.00	\$89,000.00	\$46,000.00	\$92,000.00	\$46,000.00	\$92,000.00	\$57,181.00	\$114,362.00	\$100,000.00	\$200,000.00
13	Lift Station A - Valve Box Piping - Incl EPO Connection	LS	1	\$30,000.00	\$30,000.00	\$50,800.00	\$50,800.00	\$70,000.00	\$70,000.00	\$74,000.00	\$74,000.00	\$56,262.00	\$56,262.00	\$50,000.00	\$50,000.00
14	Lift Station A - Control Panel	LS	1	\$75,000.00	\$75,000.00	\$149,900.00	\$149,900.00	\$127,000.00	\$127,000.00	\$129,000.00	\$129,000.00	\$129,720.00	\$129,720.00	\$100,000.00	\$100,000.00
15	Lift Station A - Electrical Equipment and Labor	LS	1	\$25,000.00	\$25,000.00	\$18,300.00	\$18,300.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$14,950.00	\$14,950.00	\$10,000.00	\$10,000.00
16	Lift Station A - Bypass Pumping	LS	1	\$50,000.00	\$50,000.00	\$15,700.00	\$15,700.00	\$30,000.00	\$30,000.00	\$29,000.00	\$29,000.00	\$31,292.00	\$31,292.00	\$25,000.00	\$25,000.00
17	Coating of Existing Manholes	EA	2	\$10,000.00	\$20,000.00	\$5,300.00	\$10,600.00	\$13,000.00	\$26,000.00	\$4,500.00	\$9,000.00	\$15,646.00	\$31,292.00	\$10,000.00	\$20,000.00
18	Site Restoration	LS	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$18,089.00	\$18,089.00	\$5,000.00	\$5,000.00
				<b>\$875,720.00</b>		<b>\$839,900.00</b>		<b>\$886,500.00</b>		<b>\$914,800.00</b>		<b>\$1,023,926.00</b>		<b>\$985,000.00</b>	
												(corrected)			



BID TABULATION  
THIS IS TO CERTIFY THAT THIS TABULATION HAS BEEN  
CHECKED FOR ACCURACY BY:

BY:  Digitally signed by Kevin M. Drane  
DN: cn=K. Drane, o=Kyle Associates, cn=Kevin M. Drane  
Date: 2024.06.26 16:20:55-05'00'

Kevin M. Drane, P.E.  
Kyle Associates, LLC

SECTION 00 05 20

AGREEMENT

THIS AGREEMENT is by and between \_\_\_\_\_ City of Mandeville \_\_\_\_\_ (“Owner”) and  
\_\_\_\_\_ Subterranean 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:

The Work of this Contract consists of upgrading two existing sewer lift stations with new pumps, controls, and miscellaneous site improvements.

**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:

Lift Stations 27 & A Improvements  
City Project No. 212.24.002  
City of Mandeville

**ARTICLE 3 – ENGINEER**

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 180 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 210 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 \$839,900.00.
  - 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 90-95 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 05 20-1 to 00 05 20-8, 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 00700-1 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. Drawings consisting of 28 sheets with each sheet bearing the following general title: Lift Stations 27 & A Improvements.
  8. Addenda No. 1.
  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:

City of Mandeville

By: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Digital Engineering

3900 U.S. 190, Suite 201

Mandeville, LA 70471

CONTRACTOR

Subterranean Construction, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Subterranean Construction, LLC

P.O. Box 588

Mandeville, LA 70470

License No.: 34191

\_\_\_\_\_

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN; AND SECONDED FOR ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 24-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ESTABLISHING PROCEDURES FOR CITY COUNCIL BUSINESS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Section 2-06(c) of the Mandeville Home Rule Charter states the City Council shall determine by Resolution its own rules and order of business, and

**WHEREAS**, the City Council desires to provide proper notice and transparency in the introduction, discussion and adoption of resolutions and ordinances that come before the Council, and

**WHEREAS**, the City Council desires to clarify agenda notice requirements and procedures relating to how ordinances and resolutions are placed on Council agendas; and

**WHEREAS**, the City Council desires to formalize the agenda process to be efficient and enhance communication between the Administration and the Council; and

**WHEREAS**, the City Council desires to provide for orderly, respectful, and professional public meetings.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mandeville that the following rules are established:

1. Any proposed ordinance, resolution or any other item that requires a vote of the Council shall be offered by a Council Member. Members of the Administration shall request a Council Member, district specific is preferred, to offer any items the Administration wishes to offer before the Council.
2. All ordinances, resolutions, and any other items the Council Chairperson deems necessary shall be submitted to the City Attorney for legal review before such item is included on a meeting agenda.
3. The deadline for submission of all agenda items to the Council Clerk and City Attorney is **Monday at noon** one week prior to any regular Council meeting. No items will be considered for inclusion on the agenda if submitted after such deadline unless approved by the Council Chairperson.
4. The Council Chairperson will determine the final agenda for each Council Meeting and determine if additional legal review is needed before the public notice is posted and may defer items submitted to future meetings at his or her discretion. However, the

Council Chairperson shall not unreasonably deny or delay any item offered by any Council Member from being placed on an upcoming agenda.

5. Council Members shall not engage in activities unrelated to Council business during Council Meetings.
6. No Council Member shall send or receive text messages or emails, communicate with the public, other Members of the Council, the Administration, or public via electronic means during Council Meetings. Council Members receiving communications of a personal or urgent nature on electronic devices shall notify the Presiding Officer so they can be excused to address such items.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Alex Weiner  
Interim Council Clerk

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman



**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER VOGELTANZ AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 24-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ESTABLISHING CERTAIN RULES OF PROCEDURE FOR CITY COUNCIL MEETINGS AND PUBLIC COMMENT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Section 2-06(c) of the Mandeville Home Rule Charter provides that the City Council “shall determine by resolution its own rules and order of business” at all Council meetings; and

**WHEREAS**, The purpose of these rules should be to facilitate a public, open, fair, and intelligent discussion and deliberation about all business that comes before the City Council; and

**WHEREAS**, The purpose of these rules must also secure the right of Mandeville’s residents to attend, observe, and meaningfully participate in all public meetings of the City Council; and

**WHEREAS**, History and tradition suggest the use of Robert’s Rules of Order will best serve both the City Council and its residents in these regards, subject to certain specific changes designed to further ensure the public, open, fair, and intelligent discussion and deliberation of Council business; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville adopts the following rules and procedures (“the Council Rules”) for all City Council meetings unless and until such time that a majority of the City Council membership votes to change them:

1. As used throughout these Council Rules, the term “Chairperson” means both the City Council Chairperson and any temporary presiding officer designated in the Chairperson’s absence or disqualification.
2. Except as otherwise provided in these Council Rules, the City Council shall conduct all regular, special, and other Council meetings in accordance with the parliamentary procedures set out in Robert’s Rules of Order Newly Revised (12th edition) (“Robert’s Rules”). The City Council Clerk shall serve as parliamentarian at all meetings.

3. The Chairperson shall rule on all parliamentary points of order and procedure consistent with Robert's Rules and after consultation with the parliamentarian.
4. The Chairperson shall set the agenda for each Council meeting and shall ensure the agenda is timely published consistent with all applicable open meeting laws, ordinances, and rules.
5. The Chairperson shall try in good faith to set all meeting agendas, conduct all meetings, and allow for all discussion, deliberation, and public comment at all meetings, so that any meeting lasts no more than three hours and thirty minutes.
6. The Chairperson may request any person to give any presentation at any Council meeting for the benefit of the Council and the public.
7. The following procedures govern public comment from audience members at any City Council meeting:
  - a. Any member of the audience at any City Council meeting is invited to speak on any ordinance, resolution, motion, or other item of business before the City Council for no more than three minutes. The Chairperson may reasonably extend this period of speaking time on a case by case basis in his or her good faith discretion.
  - b. Time permitting, any member of the audience at any City Council meeting is invited to speak for no more than three minutes on any matter after the conclusion of all other business and presentations and immediately before the Council adjourns (the "public comment period").
  - c. Any member of the audience at any City Council meeting is permitted to donate any or all of their three-minutes of speaking time to another member of the audience on any item of business or during the public comment period. Nevertheless, to facilitate the orderly and timely deliberation of business at meetings, no member of the audience may speak on any item of business for more than nine minutes without the permission of the Chairperson.
  - d. The Chairperson shall endeavor to take public comment from the audience on any item of business at any Council meeting in the following order of preference:

- i. First, any person whose property, home, business, or other interests is the subject of the item of business;
    - ii. Second, any member of the audience who resides within the Mandeville city limits;
    - iii. Last, any other member of the audience;
  - e. To help ensure all members of the audience have the opportunity to speak on any item of business at any Council meeting, the Chairperson should not ordinarily permit the same person to speak more than once on any item of business on the agenda.
8. Any member of the public is invited to submit written comment on any ordinance, resolution, motion, or other item of business included on the City Council meeting agenda. Any such written comment must not be longer than five letter-sized pages in length. To be included in the record of public, written comments, any such written comment must be submitted to the City Council Clerk by email or hardcopy so that the Clerk receives the comment no later than 1:00 p.m. on the afternoon of the Council meeting.
  9. No member of the City Council, no city officer or employee, and no member of the public in attendance at any Council meeting may interrupt the meeting through disruptive acts or threatening behavior. Any person who does so may be ordered removed from the meeting by either (1) the Chairperson or (2) upon affirmative vote of any four Council members. Any vote to remove a person from a Council meeting pursuant to this paragraph shall be made in the form of a point of order by any Council member, not subject to any debate, and shall immediately be voted on before any other item of business.
  10. The Council Chairperson shall ensure the presence of at least one Mandeville Police Department Officer at any Council meeting to ensure the meeting proceeds in an orderly, open, fair, safe, and non-disruptive manner.
  11. Nothing in these rules is meant to conflict with applicable federal law, Louisiana state law, the Mandeville Home Rule Charter, or Mandeville ordinance applicable to the holding or conducting of open meetings. When in conflict with these Council Rules, any applicable federal law, Louisiana state law, or Mandeville ordinance prevails.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Alex Weiner  
Interim Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER VOGELTANZ AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 24-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE OPPOSING THE SCOPE OF WORK DESCRIBED BY LAKE LOT DEVELOPMENT CO., LLC AND LAKE CLUB, LLC SUBMITTED TO THE LOUISIANA DEPARTMENT OF ENERGY AND NATURAL RESOURCES, OFFICE OF COASTAL MANAGEMENT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Two business entities named Lake Lot Development Co, LLC and Lake Club, LLC (“the Developers”) have applied to the Louisiana Department of Energy and Natural Resources, Office of Coastal Management (“DNR”), for a “Coastal Use Permit” (application no. P20230099) (“the Application”) to perform certain development, excavation, filling, and bulkheading work (“the Development”) adjacent to the Lewisburg neighborhood and in close proximity to the City of Mandeville (a copy of the Application is attached hereto as Exhibit A); and

**WHEREAS**, On June 3, 2024, DNR issued a “Public Notice” announcing a public hearing on July 16, 2024 at 5:00 p.m. at the St. Tammany Parish Government Council Chambers on Koop Drive in Mandeville concerning the Application (a copy of the Public Notice is attached hereto as Exhibit B); and

**WHEREAS**, According to the Public Notice, the location of the proposed Development is described as Lat. 30-22-01.66N / Long. -90-06-50.97W; Lake Pontchartrain; Section 44, T8S-R11E; Lots A-F & Adjacent Lot A-3; Mandeville, LA; and

**WHEREAS**, According to the Public Notice, the Developers have proposed to build “five lots and a new private road with turnaround/cul-de-sac” adjacent to the Lewisburg neighborhood and in close proximity to the City of Mandeville; and

**WHEREAS**, Images submitted by the Developers with their Application purport to illustrate the scope of the Development (copies of the images are attached hereto as Exhibit C); and

**WHEREAS**, According to the Public Notice, the Developers have proposed “the reclamation of state-owned waterbottoms” in and around Lake Pontchartrain and the Bayou Chinchuba watershed by excavating land, filling in land, hauling away land, and bulkheading land at the Development site; and

**WHEREAS**, According to the Application, the Developers propose to excavate approximately 1.26 acres of land and fill approximately 2.78 acres of land – which may include 1.66 acres of wetlands and/or waterbottoms – in and around Lake Pontchartrain and the Bayou Chinchuba watershed, which appear to consist of waterbottoms, estuarine shores, and vegetative wetlands, all for the apparent purpose of building up five lots of land and up to five residential homes; and

**WHEREAS**, According to the Application and Public Notice, the Developers propose to haul in through the City of Mandeville and its Old Golden Shores neighborhood and to dump on site 18,854 cubic yards of dirt and topsoil, 751 cubic yards of rock, 536 cubic yards of soil cement, and 498 cubic yards of concrete; and

**WHEREAS**, According to the Application and Public Notice, the Developers have further proposed to excavate and fill in on site 1,551 cubic yards of native material; and

**WHEREAS**, According to the Application and Public Notice, the Developers have further proposed to excavate and haul away through the City of Mandeville an additional 536 cubic yards of native material; and

**WHEREAS**, According to the Application, the Developers propose to bring in and utilize bulldozers/graders, dragline/excavators, backhoes, and other tracked or wheeled vehicles to accomplish their work; and

**WHEREAS**, According to the Application, the Developers propose to traverse Lovers Lane and Live Oak Street in the Old Golden Shores neighborhood to go to and from the Development site; and

**WHEREAS**, The Developer's excavating, filling, hauling, and bulkheading work is likely to significantly increase the number of dump trucks and other heavy equipment traveling through the Old Golden Shores neighborhood as the only means of accessing the proposed development by land; and

**WHEREAS**, The Old Golden Shores neighborhood consists almost entirely of single-family residential homes, families, school aged children, pedestrians, bicycle riders, and surface roads without any traffic control lights; and

**WHEREAS**, The Developer's proposed work, if approved by DNR, seems reasonably likely to threaten, even if only minimally, the safety of the many families, children on foot and bikes, and other pedestrians and bicyclists throughout the Old Golden Shores neighborhood because of the dramatically increased presence of earth moving equipment, dump trucks, and other heavy equipment traveling through the Old Golden Shores neighborhood for a significant span of time; and

**WHEREAS**, The Developer's proposed work, if approved by DNR, seems reasonably likely to cause, even if only minimally, increased nuisance throughout the Old Golden Shores neighborhood by significantly increasing noises, vibrations, and vehicle exhausts for a significant span of time; and

**WHEREAS**, The Developer's proposed excavating, filling, and bulkheading work, if approved by DNR, seems reasonably likely to have at least some detrimental impact, even if only minimally, on the ability of property within the City of Mandeville in and around the

southern-most portions of the Sanctuary neighborhood to effectively drain into the Bayou Chinchuba watershed after very heavy rain events, tropical storms, and hurricanes; and

**WHEREAS**, The Developer’s proposed excavating, filling, and bulkheading work, if approved by DNR, seems reasonably likely to cause at least some property erosion, even if only minimally, to property within the City of Mandeville in and around the southern-most portions of the Sanctuary neighborhood due to changes in drainage and waterflow patterns in the Bayou Chinchuba watershed after very heavy rain events, tropical storms, and hurricanes; and

**WHEREAS**, The Developer’s proposed excavating, filling, and bulkheading work, if approved by DNR, seems reasonably likely to alter, even if only minimally, the environmental ecology around and adjacent to property within the City of Mandeville; and

**WHEREAS**, For all these reasons, the Developer’s proposed work appears reasonably likely to threaten the health, safety, and welfare of the City of Mandeville and its residents in and around the Old Golden Shores and Sanctuary neighborhoods.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville is firmly opposed to the scope of work described by Lake Lot Development Co, LLC and Lake Club, LLC in its “Coastal Use Permit” (application no. P20230099) submitted to the Louisiana Department of Energy and Natural Resources, Office of Costal Management, and does not support issuance of the Coastal Use Permit.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

and the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Alex Weiner  
Interim Clerk of Council

\_\_\_\_\_  
Jason Zuckerman  
Council Chairman



Louisiana Department of Energy  
and Natural Resources  
Office of Coastal Management  
(OCM)

## Joint Permit Application For Work Within the Louisiana Coastal Zone



U.S. Army Corps Of Engineers  
(COE)  
New Orleans District

[Print Application](#)

---

Permit Number: P20230099

Date Received: 09/20/2023

---

### Step 1 of 15 - Applicant Information

**Applicant/Company Name:** Lake Lot Development Co. and Lake Club, LLC (See Attachment A) **Applicant Type:** INDIVIDUAL

**Mailing Address:** 227 HWY 21  
Madisonville, LA 70447

**Contact Information:** James L. Bradford III

**Daytime:** 985 871 0800 **Fax:** **Contact Email:**

---

### Step 2 of 15 - Agent Information

**Company Name:** COASTAL ENVIRONMENTS, INC.

**Mailing Address:** 1260 Main Street  
Baton Rouge, LA 70802

**Contact Information:** Hunter Guidry

**Daytime:** 225 383 7455 **Fax:** 225 383 7925 **Contact Email:** hguidry@coastalenv.com

---



## Step 3 of 15 - Permit Type

Coastal Use Permit (CUP)

Solicitation of Views (SOV)

Request for Determination (RFD)

---

## Step 4 of 15 - Pre-Application Activity

a. *Have you participated in a Pre-Application or Geological Review Meeting for the proposed project?*

No

Yes

Date meeting was held:

Attendees:

\_\_\_\_\_  
(Individual or Company Rep)

\_\_\_\_\_  
(OCM Representative)

\_\_\_\_\_  
(COE Representative)

b. *Have you obtained an official wetland determination from the COE for the project site?*

No

Yes

JD Number:

MVN 2001-01672-1-SQ

c. *Is this application a mitigation plan for another CUP?*

No

Yes

OCM Permit Number:

---

## Step 5 of 15 - Project Information

a. *Describe the project:*

Reclamation of eroded land, bulkheading, filling, construction of new private road and development of 5 lots from re-subdivision of Lots A-F and adjacent Lot A-3. This is revised and resubmitted permit application from P20200313 that was withdrawn in January of 2023.

b. *Is this application a change to an existing permit?*

No

Yes

OCM Permit Number:

P20200313

c. *Have you previously applied for a permit or emergency authorization for all or any part of the proposed project?*

No  Yes

	<u>Agency Name</u>	<u>Permit Number</u>	<u>Decision Status</u>	<u>Decision Date</u>
OCM	Brad Hester	P20200313	Withdrawn	01/03/2023
COE				
Other	See Attachment			

---

## Step 6 of 15 - Project Location

### a. Physical Location

**Street:** N/A, Located at western terminus of Northlake Dr

**City:** Mandeville **Parish:** SAINT TAMMANY **Zip:** 70448

**Water Body:** Lake Ponchartrain

### b. Latitude and Longitude

**Latitude:** 30 22 0.40 **Longitude:** -90 6 51.76

### c. Section, Township, and Range

**Section #:** 44 **Township #:** 8S **Range #:** 11E

**Section #:** **Township #:** **Range #:**

### d. Lot, Tract, Parcel, or Subdivision Name

**Lot #:** A-3, A-4, A-5, A-6 and Lot F **Parcel #:**

**Tract #:** **Subdivision Name:**

### e. Site Direction:

START- Regardless of your location, obtain street map and proceed to intersection of W Causeway Approach and Lovers Ln. which is located North of the termination of W Causeway Approach into N Causeway Blvd in Mandeville. Proceed Westerly on Lovers Ln which turns into Live Oak St. Proceed on Live Oak St. in a Southerly direction and turn right on Copal St. Proceed Westerly on Copal St. to Holly St. Turn left on Holly St. and

proceed in a Southerly direction. Take right on Northlake Dr. and proceed to its Western terminus.- END

---

## Step 7 of 15 - Adjacent Landowners

**Adjacent Landowner :** Lake Lot Development Co., LLC

**Mailing Address:** 227 HWY 21  
Madisonville, , LA 70447

**Adjacent Landowner :** Lake Club LLC

**Mailing Address:** 900 W. Causeway Approach  
Mandeville, , LA 70448

**Adjacent Landowner :** Crosby Development Co., LLC

**Mailing Address:** 1 Sanctuary Blvd  
Mandeville, , LA 70471

**Adjacent Landowner :** Preserved, LLC

**Mailing Address:** 16 PRESERVE LN  
Mandeville, , LA 70471

**Adjacent Landowner :** TONTI, ROBERT J

**Mailing Address:** 4517 VALLEY RIDGE RD  
Dallas, , TX 75220

---

## Step 8 of 15 - Project Specifics

- a. **Project Name and/or Title:** Lake Lot Subdivision
- b. **Project Type:** Residential
- c. **Jurisdiction:** State Concern
- d. **Source of Funding:** Private
- e. **What will be done for the proposed project?**

- |   |   |  |   |
|---|---|--|---|
| <input checked="" type="checkbox"/> Bridge/Road       | <input type="checkbox"/> Home Site/Driveway | <input type="checkbox"/> Pipeline/Flow Line          | <input checked="" type="checkbox"/> Rip Rap/Erosion Control |
| <input checked="" type="checkbox"/> Bulkhead/Backfill | <input type="checkbox"/> Levee Construction | <input type="checkbox"/> Plug/Abandon                | <input checked="" type="checkbox"/> Site Clearance          |
| <input type="checkbox"/> Drainage Improvements        | <input type="checkbox"/> Dredging           | <input type="checkbox"/> Production Barge/Structure  | <input checked="" type="checkbox"/> Subdivision             |
| <input type="checkbox"/> Drill Barge/Structure        | <input type="checkbox"/> Prop Washing       | <input type="checkbox"/> Vegetative Plantings        | <input type="checkbox"/> Wharf/Pier/Boathouse               |
| <input type="checkbox"/> Drill Site                   | <input checked="" type="checkbox"/> Pilings | <input type="checkbox"/> Remove Structures           |   |
| <input checked="" type="checkbox"/> Fill              | <input type="checkbox"/> Marina             | <input type="checkbox"/> Major Industrial/Commercial |   |
| <input type="checkbox"/> Other:                       |   |  |   |

**f. Why is the proposed project needed?**

The project, as proposed, will provide socio-economic and environmental benefits. The project will provide local economic stimulus to private and public coffers from the sale of goods and services during: (1)development of the site,(2)construction of residential dwellings and (3)long-term inhabitation of same. In the 15 years between the two wetland delineations, conducted in May, 2001 and in July, 2016, approximately 0.212 ac of wetland loss occurred as the result of shoreline erosion. The linear subdivision will provide protection/stability to the remaining 1.241 ac of wetlands, the canal, and associated aquatic resources to the north.

## Step 9 of 15 - Project Status

- a. **Proposed project start date:** 06/01/2023      **Proposed project completion date:** 06/30/2025
- b. **Is any of the project work in progress?**  
 No       Yes
- c. **Is any of the project work complete?**  
 No       Yes

## Step 10 of 15 - Structures, Materials, and Methods for the Proposed Project

**a. Excavations**

2086.5 yd<sup>3</sup>

1.26 Acres

**b. Fill Areas**

22725.9 yd<sup>3</sup>

2.78 Acres

**c. Fill Materials**

- Concrete: 498 yd<sup>3</sup>
- Crushed Stone or Gravel: yd<sup>3</sup>
- Excavated and placed onsite: 1550.5 yd<sup>3</sup>
- Excavated and hauled offsite: 536 yd<sup>3</sup>
- Other: Soil cement 536 yd<sup>3</sup>

- Rock: 751.2 yd<sup>3</sup>
- Sand: yd<sup>3</sup>
- Hauled in topsoil/Dirt: 18854.2 yd<sup>3</sup>

**d. What equipment will be used for the proposed project?**

- Airboat
- Backhoe
- Barge Mounted Bucket Dredge
- Barge Mounted Drilling Rig
- Other:
- Bulldozer/Grader
- Dragline/Excavator
- Handjet
- Land Based Drilling Rig
- Marsh Buggy
- Other Tracked or Wheeled Vehicles
- Self Propelled Pipe Laying Barge
- Tugboat

---

## Step 11 of 15 - Project Alternatives

**a. Total acres of wetlands and/or waterbottoms filled and/or excavated.**

1.66 acres

**b. What alternative locations, methods, and access routes were considered to avoid impact to wetlands and/or waterbottoms?**

The applicant's re-subdivision of the existing subdivision resulted in the decrease in the number of lots from six to four. Coupled with land gained from the reclamation of eroded land, the four lots will be large enough in size to meet St. Tammany Parish minimum lot size requirements. but will avoid all of the wetland area that currently comprises most of the northern part of the subdivision. Said avoided wetland area, comprises a total of 1.4 ac and almost 88 percent of all wetlands on the tract. The applicant's plan to haul fill in will eliminate the need to construct flotation channel(s) and avoid impacts associated with dredging water bottoms.

**c. What efforts were made to minimize impact to wetlands and/or waterbottoms?**

See preceding response.

**d. How are unavoidable impacts to vegetated wetlands to be mitigated?**

The applicant will purchase mitigation credits from an approved mitigation bank.

---

## Step 12 of 15 - Permit Type and Owners

**a. Are you applying for a Coastal Use Permit?**

No  Yes

**b. Are you the sole landowner/oyster lease holder?**

No  Yes

The applicant is an owner of the property on which the proposed described activity is to occur.

The applicant has made reasonable effort to determine the identity and current address of the owner(s) of the land on which the proposed described activity is to occur, which included, a search of the public records of the parish in which the proposed activity is to occur.

The applicant hereby attests that a copy of the application has been distributed to the following landowners/oyster lease holders.

**c. Does the project involve drilling, production, and/or storage of oil and gas?**

No  Yes

---

## Step 13 of 15 - Maps and Drawing Instructions

Lake_Lots_Report_100yr_HMIA_Final1.pdf	09/20/2023 01:07:21 PM
LakeLotsPermitDrawingSet01-06-22.pdf	02/03/2023 08:34:45 AM
71803LakeLotsDrainageReportrevised05-03-2021.pdf	02/03/2023 08:36:11 AM
LakeLotsCUPInformationResponseNeedsAlternativeJustification6-14-21.pdf	02/03/2023 08:36:30 AM

---

## Step 14 of 15 - Payment

*The fee for this permit is:*      \$20.00

---

## Step 15 of 15 - Payment Processed

### *Applicant Information*

**Applicant Name:** Lake Lot Development Co. and Lake Club, LLC (See Attachment A)  
**Address:** 227 HWY 21  
**City/State/Zip:** Madisonville, LA 70447

### *Application Information*

**Permit Type:** CUP

**To the best of my knowledge the proposed activity described in this permit application complies with, and will be conducted in a manner that is consistent with the Louisiana Coastal Resources Program. If applicable, I also certify that the declarations in Step 12c, oil spill response, are complete and accurate.**

---

[View Comments related to this project](#)

**PUBLIC NOTICE**

June 3, 2024

STATE OF LOUISIANA  
DEPARTMENT OF ENERGY AND NATURAL RESOURCES  
OFFICE OF COASTAL MANAGEMENT  
P. O. BOX 44487  
BATON ROUGE, LA 70804-4487  
Phone: (225) 342-6862  
Email: [andi.zachary@la.gov](mailto:andi.zachary@la.gov)  
OCM REVIEWER: Andi Zachary  
CUP NUMBER: **P20230099**

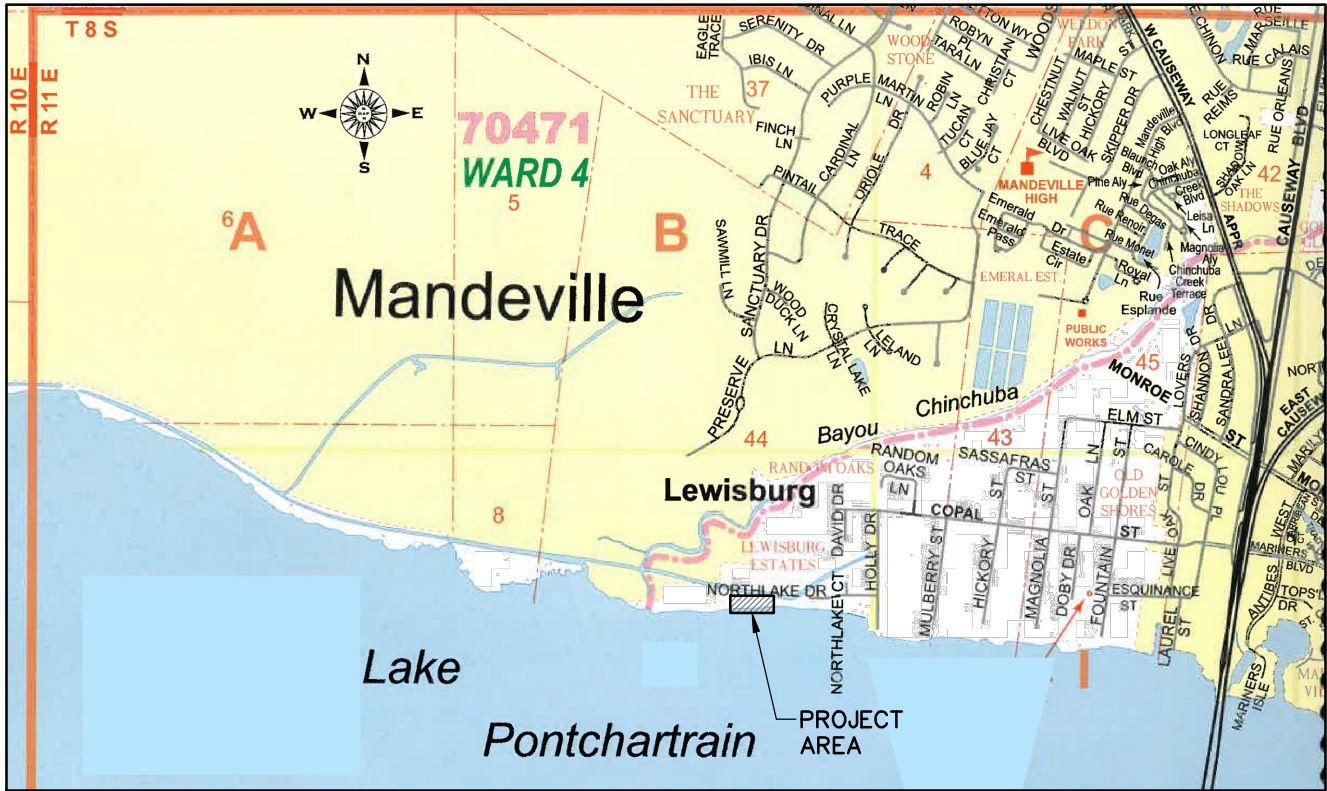
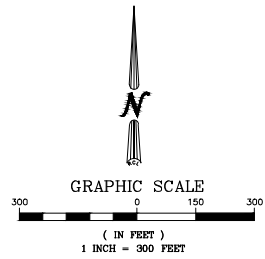
**NAME:** **Lake Lot Development Co. and Lake Club, LLC**  
% Coastal Environments, Inc.  
1260 Main Street  
Baton Rouge, LA 70802  
Attn: Hunter Guidry

**LOCATION:** **St. Tammany Parish, LA;** Lat. 30-22-01.66N / Long. -90-06-50.97W; Lake Pontchartrain; Section 44, T8S-R11E; Lots A-F & Adjacent Lot A-3; Mandeville, LA.

**DESCRIPTION:** Proposed residential development of five lots and a new private road with turnaround/cul-de-sac. The development involves the reclamation of state-owned waterbottoms, bulkheading and filling within the proposed project area. Approximately 1,551 cubic yards of native material will be excavated and placed on site and approximately 536 cubic yards of native material will be excavated and hauled offsite. Approximately 498 cubic yards of concrete, 751 cubic yards of rock, 536 cubic yards of soil cement and 18,854 cubic yards of hauled in topsoil/dirt will be required during project construction.

Interested parties are hereby notified that in accordance with LAC Title 43, Chapter 7, §723.C.6 the Office of Coastal Management (OCM) of the Department of Energy and Natural Resources (DNR) received a request for a Public Hearing concerning the following application for a Coastal Use Permit. Interested parties are hereby notified that a Public Hearing will be held on July 16, 2024 at 5:00 PM at the St. Tammany Parish Government Council Chambers, 21490 Koop Drive, Mandeville, LA.





**Approximately 825' Strip of Land**  
**Containing Approximately 2.6 Acres**  
**Located in Section 44-T8S-R11E**  
**Mandeville, St. Tammany Parish, LA.**

30°22'01.66"N / 90°06'50.97"W (SITE)

CONCEPTUAL PLAN  
 NOT FOR CONSTRUCTION  
 AUGUST 17, 2021

I:\CAD\71810-RCL Lot F\Working\_Dwgs\VICINITY MAP.dwg

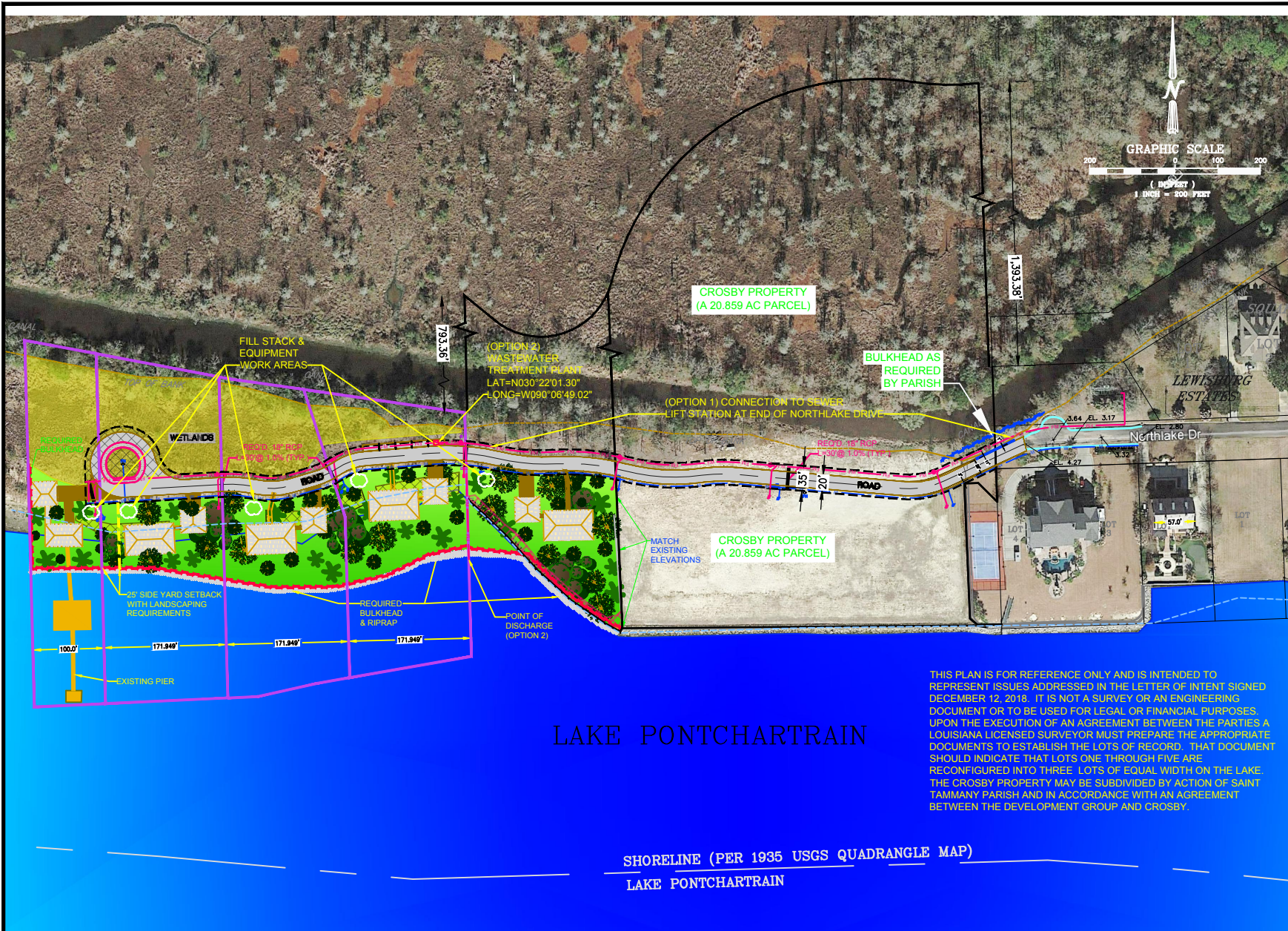


**RICHARD C. LAMBERT**  
 CONSULTANTS, L.L.C.  
 900 West Causeway Approach  
 Mandeville, LA 70471  
 985-727-4440  
 Fax: 985-727-4447

LAKE LOTS  
 VICINITY MAP

RE:	Date: 08-17-21	DRAWING NO. 1
DRAWING SOURCE:	JOB NO.: 718-10	

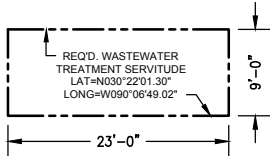




### LAKE PONTCHARTRAIN

SHORELINE (PER 1935 USGS QUADRANGLE MAP)  
LAKE PONTCHARTRAIN

THIS PLAN IS FOR REFERENCE ONLY AND IS INTENDED TO REPRESENT ISSUES ADDRESSED IN THE LETTER OF INTENT SIGNED DECEMBER 12, 2018. IT IS NOT A SURVEY OR AN ENGINEERING DOCUMENT OR TO BE USED FOR LEGAL OR FINANCIAL PURPOSES. UPON THE EXECUTION OF AN AGREEMENT BETWEEN THE PARTIES A LOUISIANA LICENSED SURVEYOR MUST PREPARE THE APPROPRIATE DOCUMENTS TO ESTABLISH THE LOTS OF RECORD. THAT DOCUMENT SHOULD INDICATE THAT LOTS ONE THROUGH FIVE ARE RECONFIGURED INTO THREE LOTS OF EQUAL WIDTH ON THE LAKE. THE CROSBY PROPERTY MAY BE SUBDIVIDED BY ACTION OF SAINT TAMMANY PARISH AND IN ACCORDANCE WITH AN AGREEMENT BETWEEN THE DEVELOPMENT GROUP AND CROSBY.



**OPTION 2**

## PERMIT SET

- OPTION 1: SEWER FORCE MAIN CONNECTING LOT F TO THE SEWER LIFT STATION AT END OF NORTHLAKE DR.
- OPTION 2: WASTEWATER TREATMENT PLANT ON NORTH SIDE OF LOT A-4 WITH SEWER FORCE MAIN CONNECTING TO LOT F.

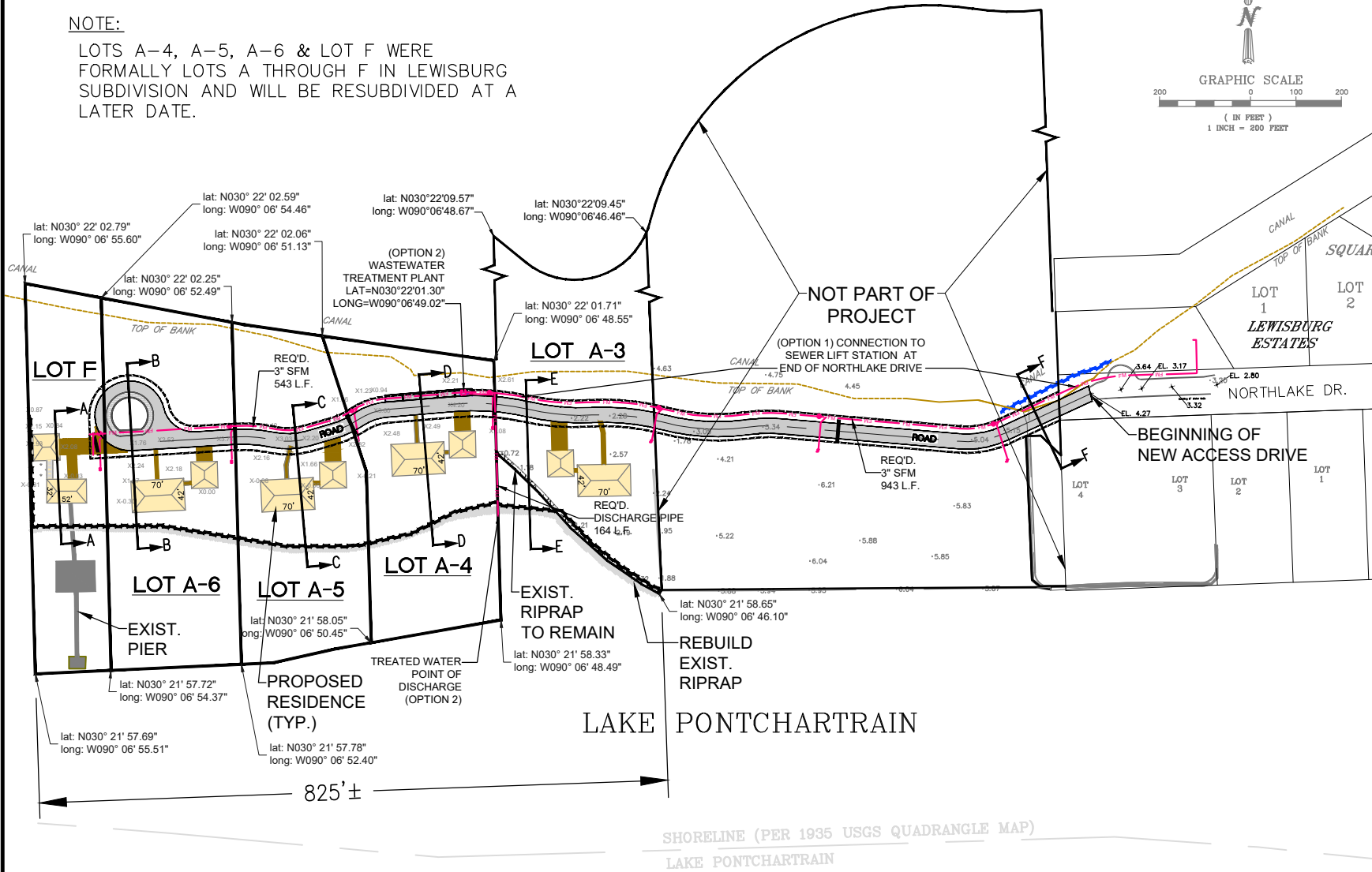
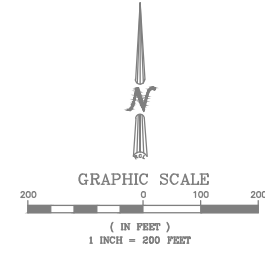
## LAKE LOTS AERIAL PLAN

**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447



**NOTE:**

LOTS A-4, A-5, A-6 & LOT F WERE FORMALLY LOTS A THROUGH F IN LEWISBURG SUBDIVISION AND WILL BE RESUBDIVIDED AT A LATER DATE.



**LAKE LOTS  
SITE PLAN**

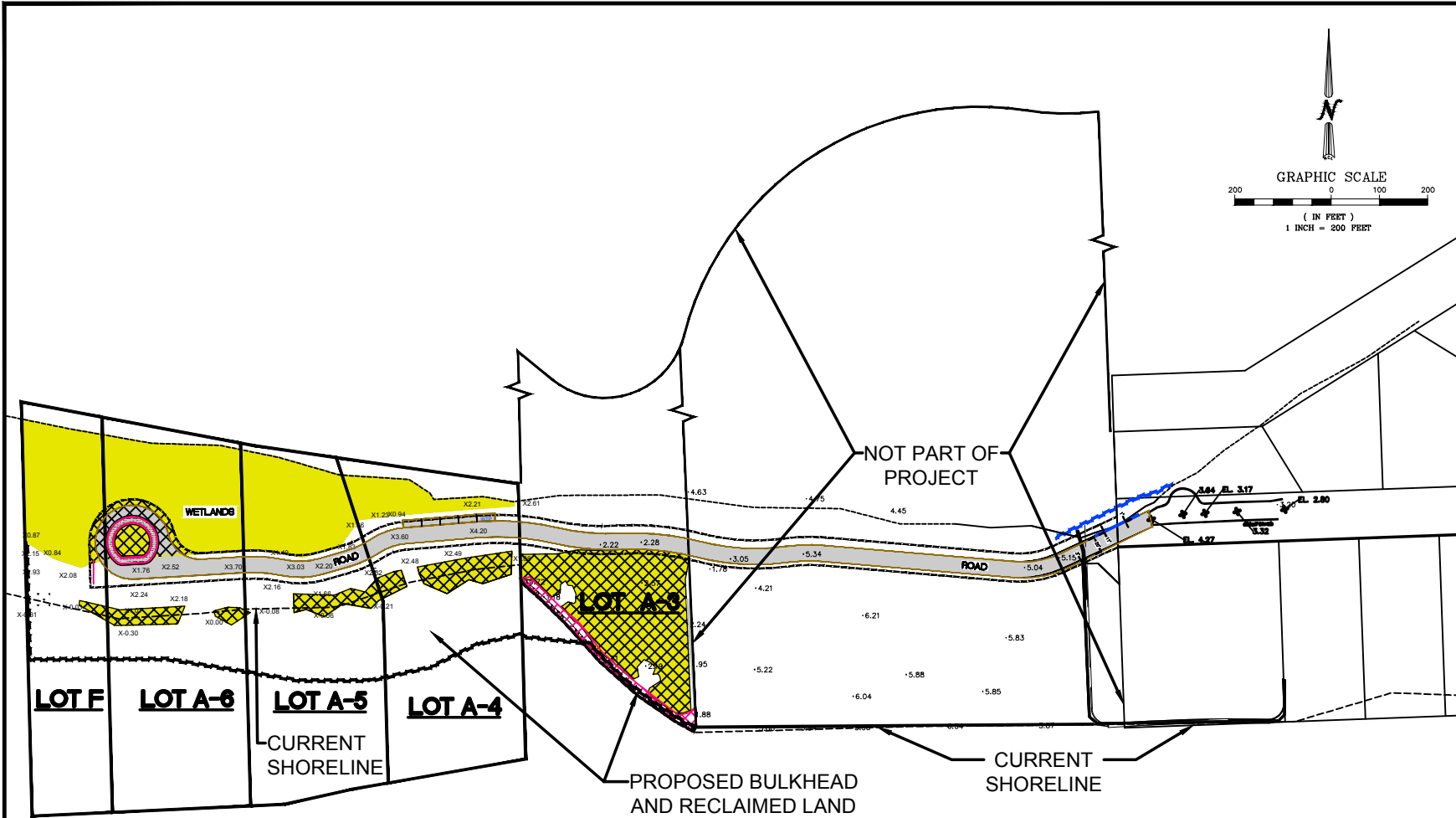
**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447






**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
JANUARY 6, 2022**

SHORELINE (PER 1935 USGS QUADRANGLE MAP)  
LAKE PONTCHARTRAIN





**LEGEND**

-  EXISTING RIPRAP (0.073 ac)
-  WETLANDS AVOIDED (JD No. MVN-2001-01672-1-5Q)(1.241 ac)
-  WETLANDS TO BE FILLED (JD No. MVN-2001-01672-1-5Q)(0.952 ac)

TOTAL WETLANDS (2.266 ac)

**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
AUGUST 17, 2021**

**LAKE LOTS  
WETLANDS LOCATIONS**

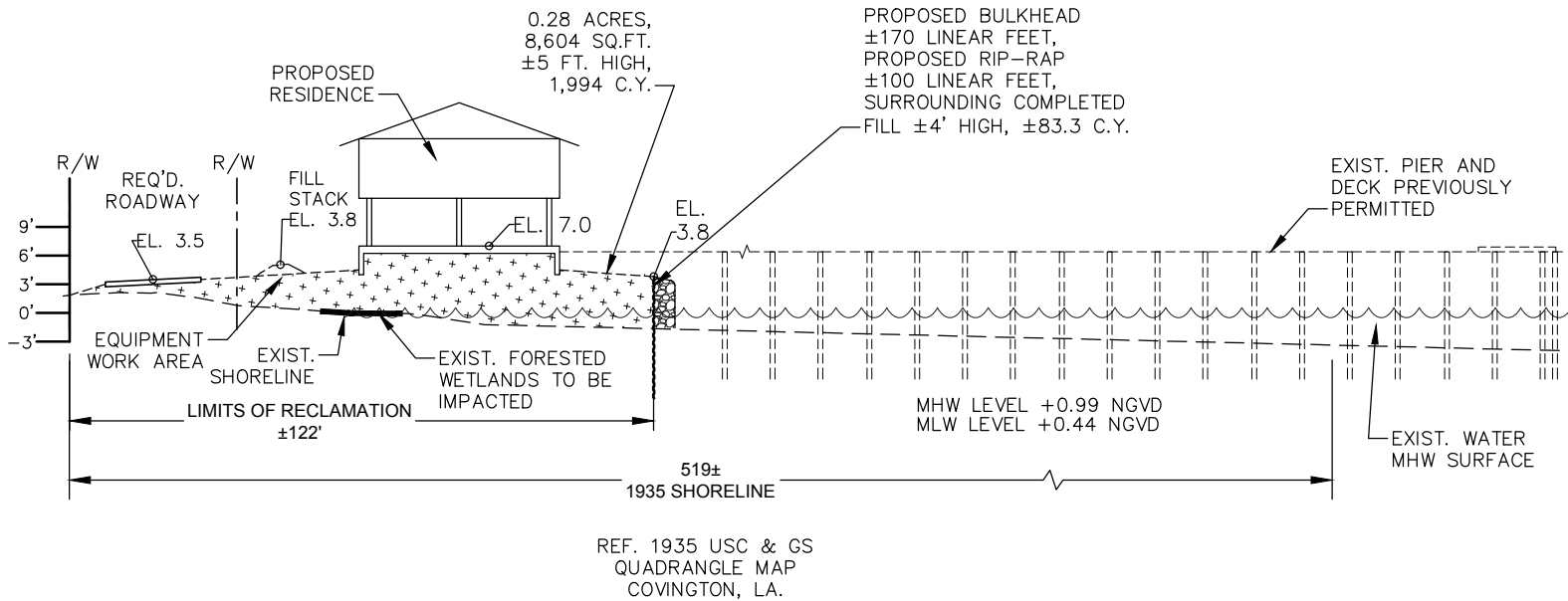
**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447



DATE: 08-17-21  
JOB NO.: 718-10  
DRAWING SOURCE:

DRAWING NO. 4

# CROSS SECTION A-A



**NOTES:**

1. FIGURES AND DIMENSIONS SHOWN ARE ONLY REPRESENTATIVE
2. CLEAN COMMERCIAL FILL MATERIAL HAULED IN VIA TRUCK. FILLING ACTIVITIES ARE PERFORMED USING LAND BASED MACHINERY. BMP TO CONTAIN FILL MATERIAL.
3. NO DREDGING OF LAKE PONTCHARTRAIN REQUIRED. WETLANDS ON THE NORTH SIDE OF THE ROAD TO BE AVOIDED, WETLANDS FILLED ARE ON THE SOUTH SIDE OF ROAD & WITHIN ROADWAY FOOTPRINT.
4. FILL STACKS SHOULD BE NO HIGHER THAN 3.8' ELEVATION AND 10'X 10' AREA.

**LEGEND**

-  IMPORTED SAND, CLAY COMMERCIAL SOIL
-  REQUIRED RIPRAP

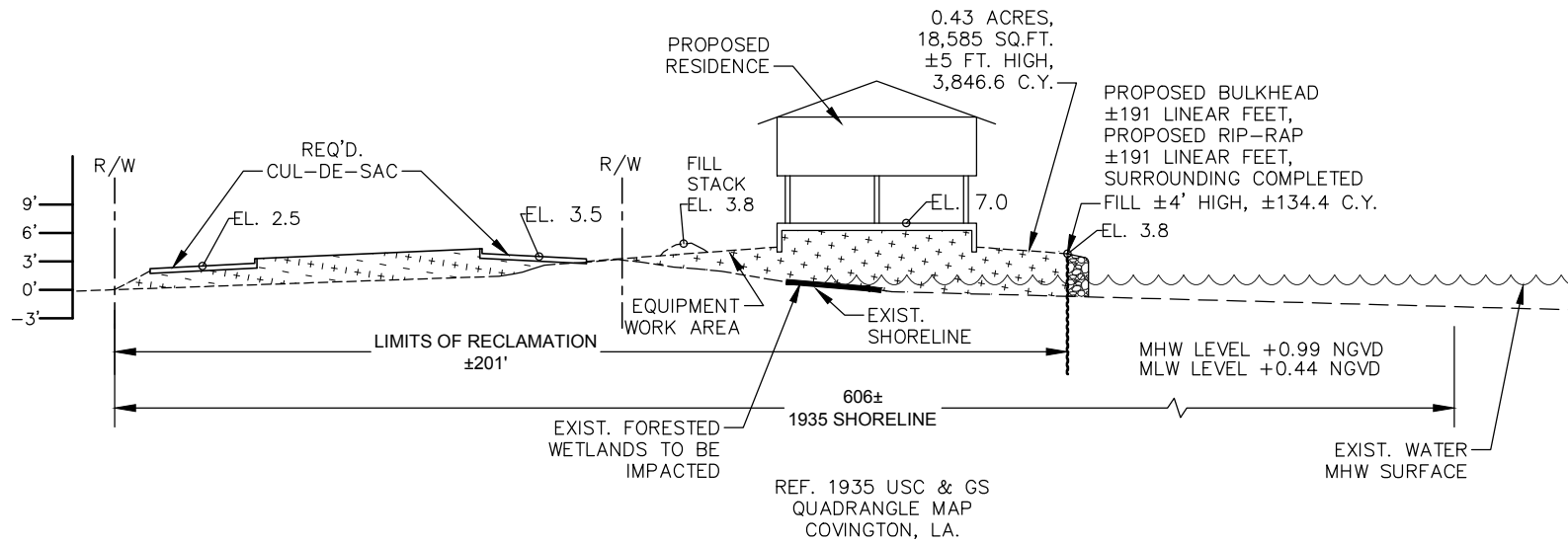
**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
AUGUST 17, 2021**

**LOT F  
RECLAMATION PROFILE  
CROSS SECTION A-A**

**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447

**RCL**  
CONSULTANTS, L.L.C.  
Planning  
Architecture  
Engineering  
Construction  
Management

# CROSS SECTION B-B



**NOTES:**

- FIGURES AND DIMENSIONS SHOWN ARE ONLY REPRESENTATIVE
- CLEAN COMMERCIAL FILL MATERIAL HAULED IN VIA TRUCK. FILLING ACTIVITIES ARE PERFORMED USING LAND BASED MACHINERY. BMP TO CONTAIN FILL MATERIAL.
- NO DREDGING OF LAKE PONTCHARTRAIN REQUIRED. WETLANDS ON THE NORTH SIDE OF THE ROAD TO BE AVOIDED, WETLANDS FILLED ARE ON THE SOUTH SIDE OF ROAD & WITHIN ROADWAY FOOTPRINT.
- FILL STACKS SHOULD BE NO HIGHER THAN 3.8' ELEVATION AND 10'X 10' AREA.

**LEGEND**

- IMPORTED SAND, CLAY COMMERCIAL SOIL
- REQUIRED RIPRAP

**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
AUGUST 17, 2021**

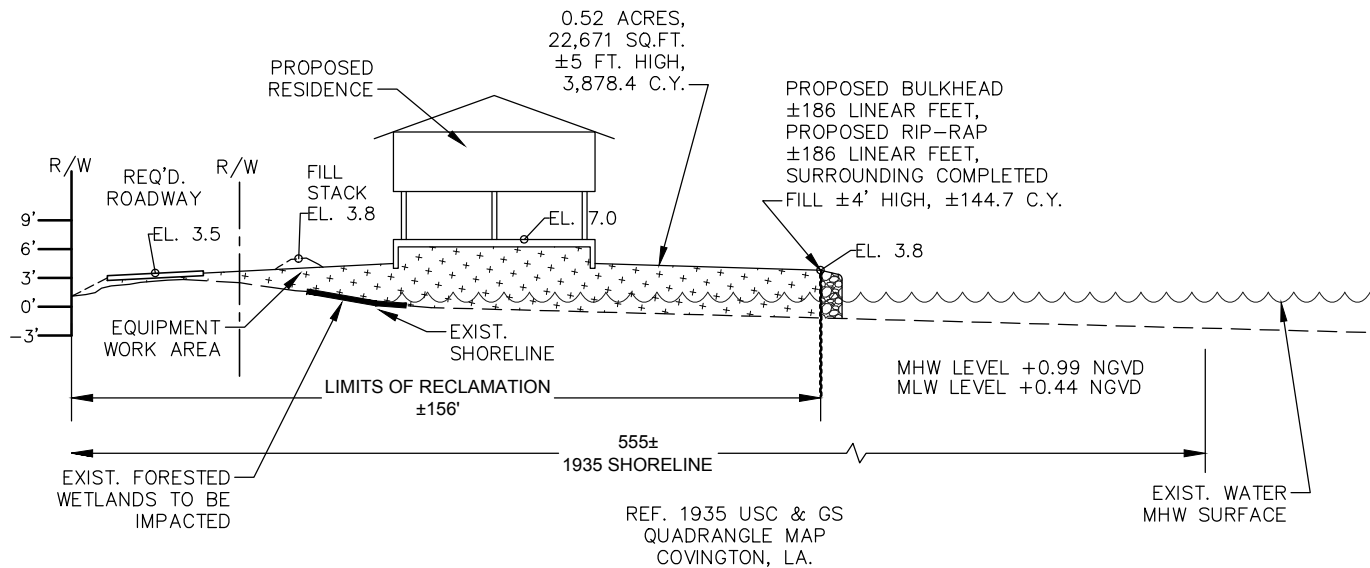
**LOT A-6  
RECLAMATION PROFILE  
CROSS SECTION B-B**

**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447

**RCL**  
CONSULTANTS, L.L.C.  
Planning  
Architecture  
Engineering  
Construction Management

DATE: 08-17-21  
JOB NO.: 718-70  
DRAWING NO. 6

# CROSS SECTION C-C



**NOTES:**

1. FIGURES AND DIMENSIONS SHOWN ARE ONLY REPRESENTATIVE
2. CLEAN COMMERCIAL FILL MATERIAL HAULED IN VIA TRUCK. FILLING ACTIVITIES ARE PERFORMED USING LAND BASED MACHINERY. BMP TO CONTAIN FILL MATERIAL.
3. NO DREDGING OF LAKE PONTCHARTRAIN REQUIRED. WETLANDS ON THE NORTH SIDE OF THE ROAD TO BE AVOIDED, WETLANDS FILLED ARE ON THE SOUTH SIDE OF ROAD & WITHIN ROADWAY FOOTPRINT.
4. FILL STACKS SHOULD BE NO HIGHER THAN 3.8' ELEVATION AND 10'X 10' AREA.

**LEGEND**

-  IMPORTED SAND, CLAY COMMERCIAL SOIL
-  REQUIRED RIPRAP

**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
AUGUST 17, 2021**

**LOT A-5  
RECLAMATION PROFILE  
CROSS SECTION C-C**

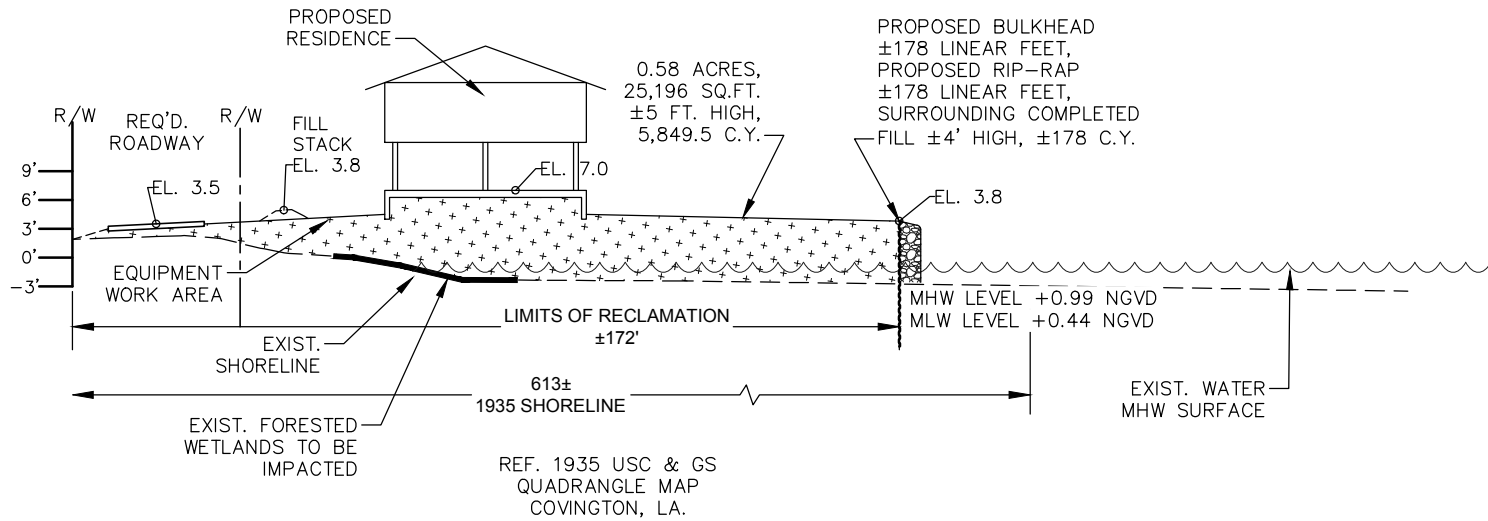
**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447



DATE: 08-17-21  
JOB NO.: 718-10  
DRAWING SOURCE:

DRAWING NO. 7

# CROSS SECTION D-D



**NOTES:**

- FIGURES AND DIMENSIONS SHOWN ARE ONLY REPRESENTATIVE
- CLEAN COMMERCIAL FILL MATERIAL HAULED IN VIA TRUCK. FILLING ACTIVITIES ARE PERFORMED USING LAND BASED MACHINERY. BMP TO CONTAIN FILL MATERIAL.
- NO DREDGING OF LAKE PONTCHARTRAIN REQUIRED. WETLANDS ON THE NORTH SIDE OF THE ROAD TO BE AVOIDED, WETLANDS FILLED ARE ON THE SOUTH SIDE OF ROAD & WITHIN ROADWAY FOOTPRINT.
- FILL STACKS SHOULD BE NO HIGHER THAN 3.8' ELEVATION AND 10'X 10' AREA.

**LEGEND**

- IMPORTED SAND, CLAY COMMERCIAL SOIL
- REQUIRED RIPRAP

**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
AUGUST 17, 2021**

**LOT A-4  
RECLAMATION PROFILE  
CROSS SECTION D-D**

**RICHARD C. LAMBERT  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447**

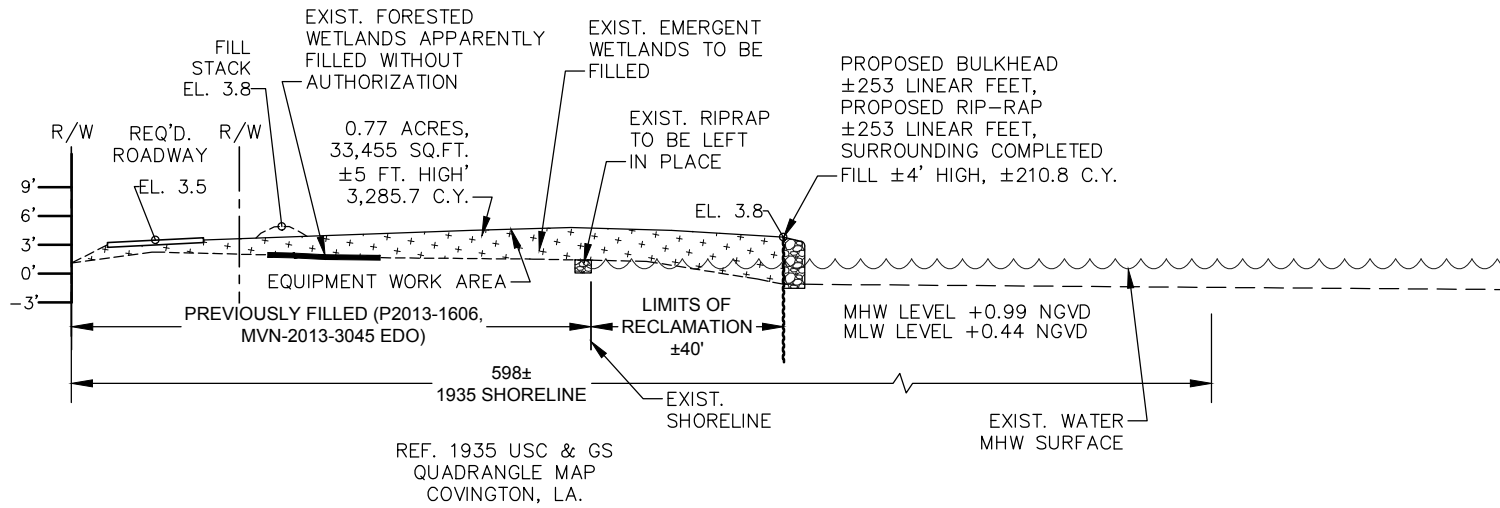


**DATE: 08-17-21  
JOB NO.: 718-10  
DRAWING SOURCE:**

**DRAWING NO. 8**



# CROSS SECTION E-E



**NOTES:**

1. FIGURES AND DIMENSIONS SHOWN ARE ONLY REPRESENTATIVE
2. CLEAN COMMERCIAL FILL MATERIAL HAULED IN VIA TRUCK. FILLING ACTIVITIES ARE PERFORMED USING LAND BASED MACHINERY. BMP TO CONTAIN FILL MATERIAL.
3. NO DREDGING OF LAKE PONTCHARTRAIN REQUIRED. WETLANDS ON THE NORTH SIDE OF THE ROAD TO BE AVOIDED, WETLANDS FILLED ARE ON THE SOUTH SIDE OF ROAD & WITHIN ROADWAY FOOTPRINT.
4. FILL STACKS SHOULD BE NO HIGHER THAN 3.8' ELEVATION AND 10'X 10' AREA.

**LEGEND**

-  IMPORTED SAND, CLAY COMMERCIAL SOIL
-  REQUIRED RIPRAP

**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
AUGUST 17, 2021**

**LOT A-3  
RECLAMATION PROFILE  
CROSS SECTION E-E**

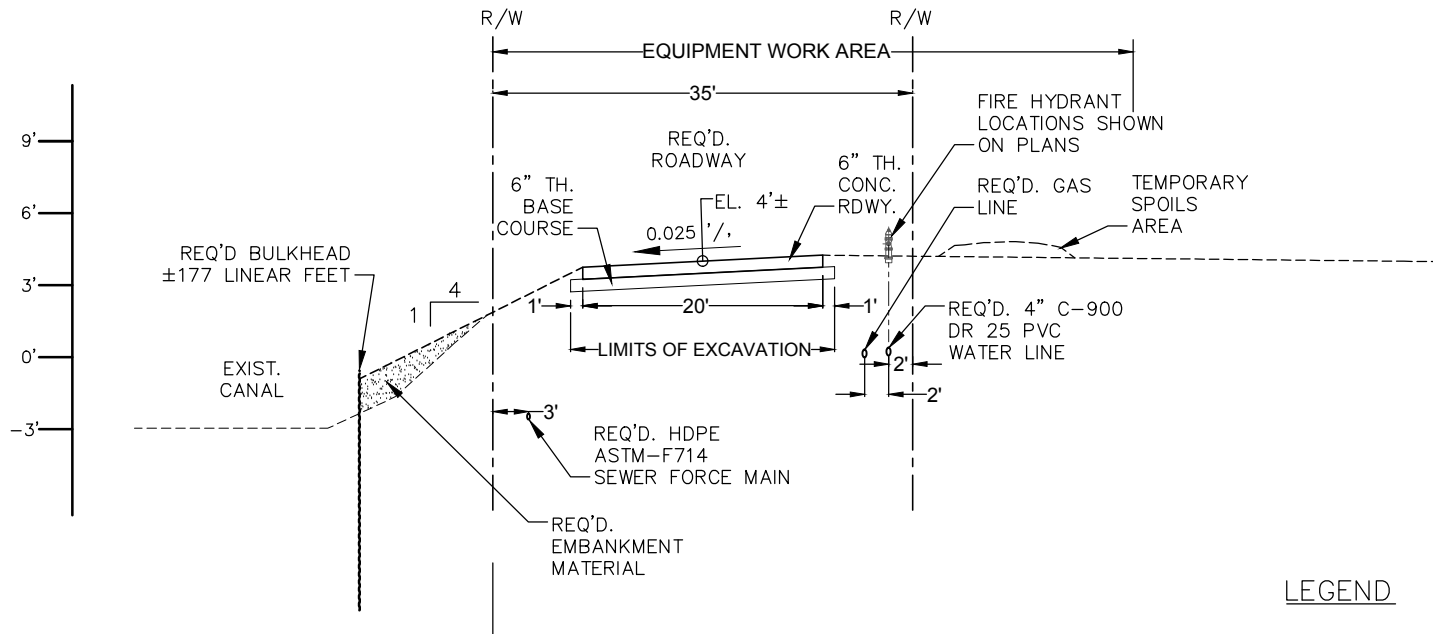
**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447

**RCL**  
CONSULTANTS, L.L.C.  
Planning  
Architecture  
Engineering  
Construction Management

DATE: 08-17-21  
JOB NO.: 718-10  
DRAWING SOURCE:

DRAWING NO. 9

# CROSS SECTION F-F



**NOTES:**

1. MEASURED LENGTH INCLUDES THE LENGTH OF ROADWAY UP TO THE CUL-DE-SAC.
2. EXCAVATED MATERIAL FROM ROADWAY TO BE HAULED OFF AND DISPOSED.

**LEGEND**

-  IMPORTED SAND, CLAY COMMERCIAL SOIL
-  REQUIRED RIPRAP

**CONCEPTUAL PLAN  
NOT FOR CONSTRUCTION  
AUGUST 17, 2021**

**RECLAMATION PROFILE  
CROSS SECTION F-F**

**RICHARD C. LAMBERT**  
CONSULTANTS, L.L.C.  
900 West Causeway Approach  
Mandeville, LA 70471  
985-727-4440  
Fax: 985-727-4447





# MANDEVILLE

A Historic Lakefront Community

## Planning and Zoning Commission

---

CLAIRE DURIO, CHAIRWOMAN  
PLANNING COMMISSION

BRIAN RHINEHART, CHAIRMAN  
ZONING COMMISSION

CARA BARTHOLOMEW, AICP  
DIRECTOR, DEPT. OF PLANNING & DEVELOPMENT

---

MEMBERS:  
SCOTT QUILLIN  
ANDREA FULTON  
NICHOLAS CRESSY  
KAREN GAUTREUX  
MIKE PIERCE

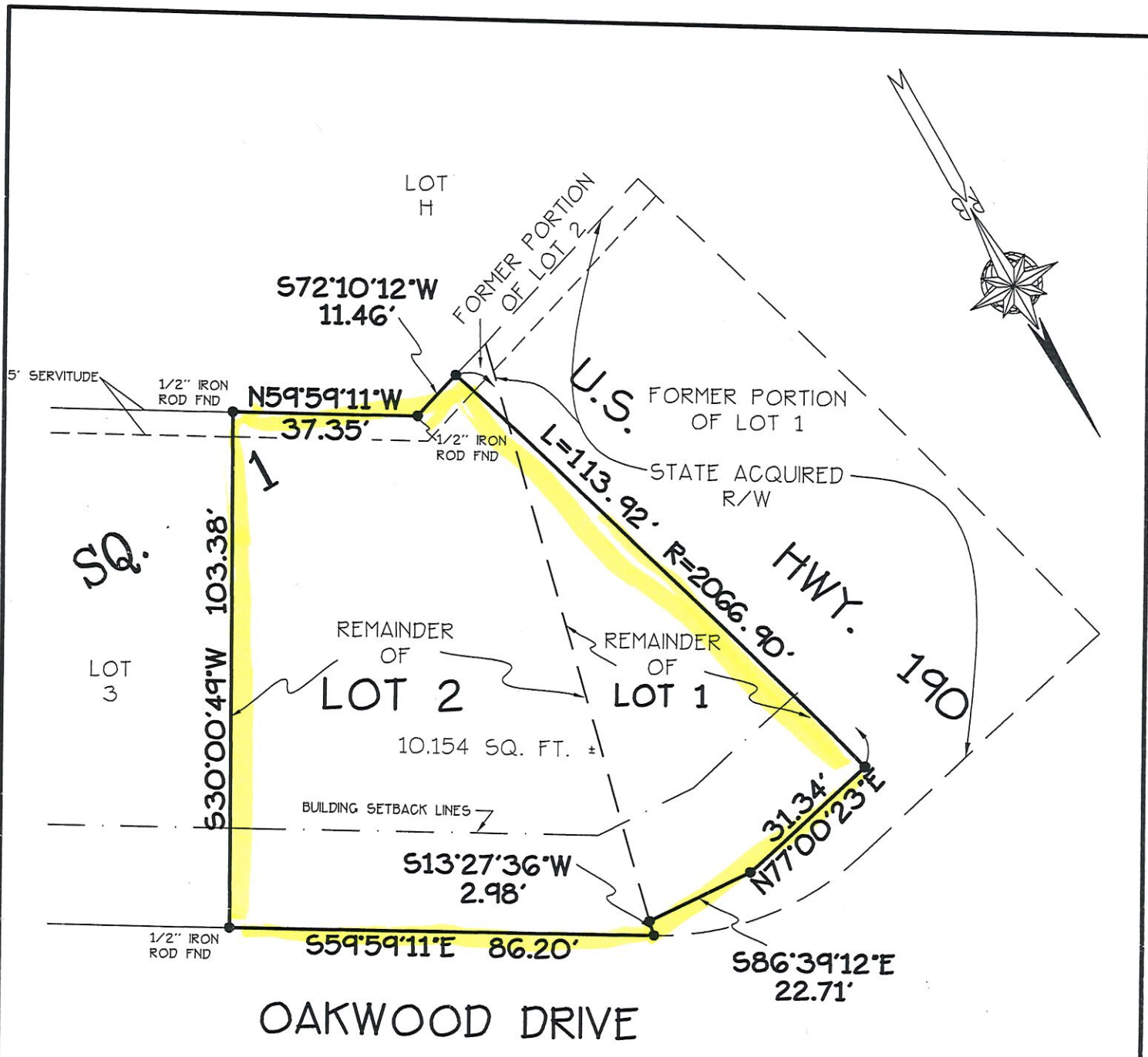
### CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION RECOMMENDATION TO THE CITY COUNCIL REGARDING A REQUEST TO REZONE REMAINDER OF LOT 2 AND LOT 1, SQ. 1 TANGLEWOOD SUBDIVISION, CITY OF MANDEVILLE

Pneuma Properties, LLC requested a rezoning of the remainder of lot 2 and Lot 1, Sq 1 in Tanglewood Subdivision from B-1 Neighborhood Business District to R-2 Two Family Residential District.

The Zoning Commission held a work session on Tuesday, June 4, 2024 and a voting meeting on Tuesday, June 18, 2024, for case Z24-06-06. The Commission recommends denial of the rezoning to the City Council. The Commission stated the property was purposeful zoned B-1, as it has highway frontage. The residents of Tanglewood Subdivision stated during public comment they were aware of the property being Neighborhood Business and believed it should remain that way.

As part of the procedure for Zoning Amendments, the Commission is required to submit its recommendation and report to the City Council. The Commission voted 5-0 in favor denying the rezoning.

**Attachments:**  
P&Z Staff Report



- REF.: 1.) Survey by: Gerald B. Dunn  
Dated: May 28, 1974
- 2.) Survey by: BFM CORPORATION  
Dated: May 2, 2001

Note: I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described IS NOT located in a special flood hazard area, it is located in Flood Zone C.

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

FIRM Panel# 220202 0002 C Rev. APRIL 4, 1983

● DENOTES 1/2" IRON PIPE SET UNLESS OTHERWISE NOTED

Survey of  
**REMAINDER OF LOT 2 AND REMAINDER OF LOT 1**  
**SQUARE 1 \* TANGLEWOOD SUBDIVISION**  
**CITY OF MANDEVILLE**  
**ST. TAMMANY PARISH, LOUISIANA**  
**FOR**  
**CLAUDE P. DUET**

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY

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

**RANDALL W. BROWN**  
 REG. NO. 04586  
 REGISTERED PROFESSIONAL SURVEYOR

Randall W. Brown, P.L.S.  
 Professional Land Surveyor  
 LA Registration No. 04586

**Randall W. Brown & Associates, Inc.**  
 Professional Land Surveyors  
 Planners • Consultants

228 W. Causeway App. Mandeville, LA 70448  
 (985) 624-5368 FAX (985) 624-5309

Date: MAY 24, 2007  
 Survey No. 07381  
 Project No. B07381.CR5

Scale: 1" = 30' ±  
 Drawn By: DCT  
 Revised:

**CASE SUMMARY SHEET**

**CASE NUMBER: Z24-06-06**

**DATE RECEIVED: May 10, 2024**

**DATE OF MEETING: June 4, 2024 and June 18, 2024**

**Address: 294 Oakwood**

**Subdivision: Tanglewood, Square 1 Remainder of Lots 1 & 2**

**Zoning District: B-1 Neighborhood Business District**

**Property Owner: Sarah Probst**

**REQUEST: Z24-06-06 – Sarah Probst requests the rezoning of a Lot designated B-1 Neighborhood Business District to R-2 Two-Family Residential District, Tanglewood, Square 1 Remainder of Lots 1 & 2, B-1 Neighborhood Business District, 294 Oakwood Drive**

**CASE SUMMARY:**

The applicant owns the property at 294 Oakwood located on the corner of Hwy 190 and Oakwood Dr. The property is irregular in shape due to the expansion of Hwy 190, measuring 113.92’ along Hwy 190, 140.25’ along Oakwood Dr., 103.38’ along the east property line, and 48.81’ along the rear property line and has a square footage of 10,154 per a survey prepared by Randall Brown & Associates and dated 5.24.2007. The property is currently unimproved.

The properties to the north are zoned B-1 Neighborhood Business District, the properties to the south along Hwy 190 are zoned B-2 Highway Business District, and the properties to the east are zoned R-1X Single-Family Residential – Existing Small Lots District.

The applicant is requesting to rezone the property to R-2 to construct a duplex. Residential uses are not permitted in the B-1 District. The lot is a corner lot with 140.25’ of frontage on Oakwood Dr. and 103.38’ in depth. The property is deficient in the required lot depth. The R-2 Site Development Criteria requires 75’ for the minimum lot width, 120’ in depth and a minimum lot area of 9,000 square feet. The R-2 District requires a minimum of 5,000 sqft of lot area per unit, allowing for a maximum of two units.

The use table allows for duplexes in the R-2 district and not the R-1X district.

**CLURO SECTIONS:**

**7.5.3.1. Purpose of the R-2 Two-Family Residential District**

The purpose of the R-2 Two-Family Residential District is to provide an area for moderate density single-family residential uses and duplex uses with one structure on one lot while maintaining a single-family neighborhood character.

**6.2.3. Duplex Residential**

The use of a site for two dwelling units, other than a mobile homes, within a single building.

Use Classification	R.1	R.1X	R.2
6.2 Residential Use Classification			
6.2.1 Single Family	P	P	P
6.2.2 Cluster Resid. *			C
6.2.3 Duplex Resid.			P
6.2.4 Two Family *			S
6.2.5 Townhouse *			
6.2.6 Condo. Res.			P
6.2.7 Multi-Family			





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

**ORDINANCE NO. 24-20**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO DEDICATE AND RE-NAME THE STREET KNOWN AS “AVENUE C”, TO “REV. LEO P. EDGERSON DR.”**

**WHEREAS**, the City of Mandeville owns the property known as “Avenue C.”; and;

**WHEREAS**, Leo Phillip Edgerson was born in New Orleans, Louisiana on December 1, 1926, and departed his earthly life on September 6, 2012 in Mandeville, Louisiana; and

**WHEREAS**, Mr. Edgerson attended McDonogh #35 High School and graduated with honors and upon graduation, enlisted in the United States Army and served four years attaining the rank of Sergeant. He was stationed in the Philippines during World War II; and

**WHEREAS**, He later moved to Mandeville, where he met and married Julia Lucille Butler and from that union, seven children were born: Janice, Phyllis, Mathis, Phillip, Errica, Letitcia, and Michelle along with 24 grandchildren and 43 great-grandchildren; and

**WHEREAS**, In November 1977, Leo Edgerson, after being ordained in Mandeville in 1976 by the Third District Baptist Association, was called to Pastor the First Free Mission Baptist Church at 434 Lamarque Street in Mandeville. This church was formerly pastored by his father, Reverend Charles C. Edgerson; and

**WHEREAS**, Reverend Edgerson helped organize the Samaritan Center in Mandeville and was also appointed by the Mandeville Ministerial Alliance to work on the Municipal Police Employees and Municipal Employees Boards since its inception in 1982 and was awarded the Monte M. Lemann Award for his service on the boards in 2003; and

**WHEREAS**, the City Council desires to rename “Avenue C”, in memory of Reverend Leo P. Edgerson, who proudly served our country and should be recognized and honored by the City of Mandeville.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that Avenue C, is hereby dedicated and re-named “Rev. Leo P. Edgerson Dr.”

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon the 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.

---

Alex Weiner  
Interim Clerk of Council

---

Jason Zuckerman  
Council Chairman





**St. Tammany Parish Communications District**

28911 Krentel Road

Lacombe, LA 70445

Phone: (985) 898-4911 Fax: (985) 898-4974

Email: [address@stp911.org](mailto:address@stp911.org)

**REQUEST TO APPROVE ROAD NAME**

Date: 6/17/24

Proposed Road Name: REV LEO P EDGERSON DR

**Submitted by:**

Name: ALEX WEINER

Phone: 985-624-3132

Email: AWEINER@CITYOFMANDEVILLE.COM

Applicant's Name: JANICE EDGERSON

- STP Planning and Development Department
- STP Department of Public Works
- Developer (for subdivisions which have not received Final Plat Approval)
- STP Communications District No. 1
- Municipality CITY OF MANDEVILLE

**Disclaimer: This approval form only states that the proposed Road Name does not cause any duplication errors, could not potentially cause a delay in 911 call-taking, and meets the criteria for an appropriate Road Name for use within St. Tammany Parish. This approval form is valid for 60 days after date of approval.**

Reviewed by the STP Communications District No. 1

- The STP Communications District No. 1 has no objection to this request.
- The STP Communications District No. 1 objects to this request for the following reasons:

Signed: Rodney Hart Date: 6/24/2024  
Rodney Hart, Director

*Approved* →

**For Office Use Only:**

**St. Tammany Parish/City Government:**

- Parish/City Ordinance \_\_\_\_\_
- Attached Survey
- (if applicable), list of all property owners with contact information

**911 Office:**

- VOID Date: \_\_\_\_\_
- Completed Date: \_\_\_\_\_
- Map  USPS
- MSAG  Readdressing

L. CLAY MADDEN  
MAYOR

**City of Mandeville**  
"THE HEART OF THE OZONE BELT"

CITY COUNCIL

RICK S. DANIELSON  
COUNCIL CHAIRMAN

JASON ZUCKERMAN  
AT LARGE

REBECCA GOFORTH BUSH  
DISTRICT I

DR. J. SKELLY KRELLER  
DISTRICT II

JILL MCGUIRE  
DISTRICT III



April 30, 2024

Property Owner  
618 Kleber  
Mandeville, LA 70448

Re: Dedication and Renaming of Street in Honor of Rev. Leo P. Edgeron Dr.

Dear Sir/Madam,,

In honor of Reverend Leo P. Edgeron, a beloved and dedicated Sergeant in the United States Army who was stationed in the Philippines during World War II and was called to Pastor the First Free Mission Baptist Church on Lamarque Street in 1977 and helped organize the Samaritan Center in Mandeville and since passed away on September 6, 2012. The City of Mandeville would like to dedicate and rename "Avenue C" to "Rev. Leo P. Edgeron Dr." Because the street abuts your property, St. Tammany Parish 911 emergency services requires a signature from you, as an adjacent landowner, agreeing to the name change.

I have attached a copy of the proposed City of Mandeville Ordinance No. 24-10 to be introduced Thursday, May 23, 2024 at the City Council meeting, setting forth the City's intentions. I respectfully request that you sign and date below, confirming you have no objection to the dedication and renaming. Once executed, please return to my attention via email ([kscherer@cityofmandeville.com](mailto:kscherer@cityofmandeville.com)) or in person at Mandeville City Hall, 3101 East Causeway Approach. Should you have any questions, please feel free to contact me at 985-624-3145.

Thank you in advance for your assistance with this matter, as I remain

Yours truly,

Kristine Scherer, Council Clerk  
City of Mandeville

Confirmed on behalf of OWNER

Printed Name: DENISE Edgeron Landor

Signature: Denise E Landor

Date: 2 May 2024

# City of Mandeville

L. CLAY MADDEN  
MAYOR

"THE HEART OF THE OZONE BELT"

CITY COUNCIL

RICK S. DANIELSON  
COUNCIL CHAIRMAN

JASON ZUCKERMAN  
AT LARGE

REBECCA GOFORTH BUSH  
DISTRICT I

DR. J. SKELLY KRELLER  
DISTRICT II

JILL MCGUIRE  
DISTRICT III



April 30, 2024

Property Owner  
620 Kleber St  
Mandeville, LA 70448

Re: Dedication and Renaming of Street in Honor of Rev. Leo P. Edgeron Dr.

Dear Sir/Madam,,

In honor of Reverend Leo P. Edgeron, a beloved and dedicated Sergeant in the United States Army who was stationed in the Philippines during World War II and was called to Pastor the First Free Mission Baptist Church on Lamarque Street in 1977 and helped organize the Samaritan Center in Mandeville and since passed away on September 6, 2012. The City of Mandeville would like to dedicate and rename "Avenue C" to "Rev. Leo P. Edgeron Dr." Because the street abuts your property, St. Tammany Parish 911 emergency services requires a signature from you, as an adjacent landowner, agreeing to the name change.

I have attached a copy of the proposed City of Mandeville Ordinance No. 24-10 to be introduced Thursday, May 23, 2024 at the City Council meeting, setting forth the City's intentions. I respectfully request that you sign and date below, confirming you have no objection to the dedication and renaming. Once executed, please return to my attention via email ([kscherer@cityofmandeville.com](mailto:kscherer@cityofmandeville.com)) or in person at Mandeville City Hall, 3101 East Causeway Approach. Should you have any questions, please feel free to contact me at 985-624-3145.

Thank you in advance for your assistance with this matter, as I remain

Yours truly,

Kristine Scherer, Council Clerk  
City of Mandeville

Confirmed on behalf of OWNER

Printed Name: SENORA SCOTT ZENON

Signature: Senora Scott Zenon

Date: May 6, 2024



# City of Mandeville

L. CLAY MADDEN  
MAYOR

"THE HEART OF THE OZONE BELT"

CITY COUNCIL

RICK S. DANIELSON  
COUNCIL CHAIRMAN

JASON ZUCKERMAN  
AT LARGE

REBECCA GOFORTH BUSH  
DISTRICT I

DR. J. SKELLY KRELLER  
DISTRICT II

JILL MCGUIRE  
DISTRICT III



April 30, 2024

Property Owner  
3347 Avenue C  
Mandeville, LA 70448

Re: Dedication and Renaming of Street in Honor of Rev. Leo P. Edgeron Dr.

Dear Sir/Madam,,

In honor of Reverend Leo P. Edgeron, a beloved and dedicated Sergeant in the United States Army who was stationed in the Philippines during World War II and was called to Pastor the First Free Mission Baptist Church on Lamarque Street in 1977 and helped organize the Samaritan Center in Mandeville and since passed away on September 6, 2012. The City of Mandeville would like to dedicate and rename "Avenue C" to "Rev. Leo P. Edgeron Dr." Because the street abuts your property, St. Tammany Parish 911 emergency services requires a signature from you, as an adjacent landowner, agreeing to the name change.

I have attached a copy of the proposed City of Mandeville Ordinance No. 24-10 to be introduced Thursday, May 23, 2024 at the City Council meeting, setting forth the City's intentions. I respectfully request that you sign and date below, confirming you have no objection to the dedication and renaming. Once executed, please return to my attention via email ([kscherer@cityofmandeville.com](mailto:kscherer@cityofmandeville.com)) or in person at Mandeville City Hall, 3101 East Causeway Approach. Should you have any questions, please feel free to contact me at 985-624-3145.

Thank you in advance for your assistance with this matter, as I remain

Yours truly,

Kristine Scherer, Council Clerk  
City of Mandeville

Confirmed on behalf of OWNER

Printed Name: Albert Washington

Signature: Albert Washington

Date: 5/6/24

# City of Mandeville

L. CLAY MADDEN  
MAYOR

"THE HEART OF THE OZONE BELT"

CITY COUNCIL

RICK S. DANIELSON  
COUNCIL CHAIRMAN

JASON ZUCKERMAN  
AT LARGE

REBECCA GOFORTH BUSH  
DISTRICT I

DR. J. SKELLY KRELLER  
DISTRICT II

JILL MCGUIRE  
DISTRICT III



April 30, 2024

Property Owner  
3341 Avenue C  
Mandeville, LA 70448

Re: Dedication and Renaming of Street in Honor of Rev. Leo P. Edgeron Dr.

Dear Sir/Madam,,

In honor of Reverend Leo P. Edgeron, a beloved and dedicated Sergeant in the United States Army who was stationed in the Philippines during World War II and was called to Pastor the First Free Mission Baptist Church on Lamarque Street in 1977 and helped organize the Samaritan Center in Mandeville and since passed away on September 6, 2012. The City of Mandeville would like to dedicate and rename "Avenue C" to "Rev. Leo P. Edgeron Dr." Because the street abuts your property, St. Tammany Parish 911 emergency services requires a signature from you, as an adjacent landowner, agreeing to the name change.

I have attached a copy of the proposed City of Mandeville Ordinance No. 24-10 to be introduced Thursday, May 23, 2024 at the City Council meeting, setting forth the City's intentions. I respectfully request that you sign and date below, confirming you have no objection to the dedication and renaming. Once executed, please return to my attention via email ([kscherer@cityofmandeville.com](mailto:kscherer@cityofmandeville.com)) or in person at Mandeville City Hall, 3101 East Causeway Approach. Should you have any questions, please feel free to contact me at 985-624-3145.

Thank you in advance for your assistance with this matter, as I remain

Yours truly,

Kristine Scherer, Council Clerk  
City of Mandeville

Confirmed on behalf of OWNER

Printed Name: Albert Washington

Signature: Albert Washington

Date: 5/6/24

L. CLAY MADDEN  
MAYOR

# City of Mandeville

"THE HEART OF THE OZONE BELT"

CITY COUNCIL

RICK S. DANIELSON  
COUNCIL CHAIRMAN

JASON ZUCKERMAN  
AT LARGE

REBECCA GOFORTH BUSH  
DISTRICT I

DR. J. SKELLY KRELLER  
DISTRICT II

JILL MCGUIRE  
DISTRICT III



April 30, 2024

Property Owner  
3332 Avenue C  
Mandeville, LA 70448

Re: Dedication and Renaming of Street in Honor of Rev. Leo P. Edgeron Dr.

Dear Sir/Madam,,

In honor of Reverend Leo P. Edgeron, a beloved and dedicated Sergeant in the United States Army who was stationed in the Philippines during World War II and was called to Pastor the First Free Mission Baptist Church on Lamarque Street in 1977 and helped organize the Samaritan Center in Mandeville and since passed away on September 6, 2012. The City of Mandeville would like to dedicate and rename "Avenue C" to "Rev. Leo P. Edgeron Dr." Because the street abuts your property, St. Tammany Parish 911 emergency services requires a signature from you, as an adjacent landowner, agreeing to the name change.

I have attached a copy of the proposed City of Mandeville Ordinance No. 24-10 to be introduced Thursday, May 23, 2024 at the City Council meeting, setting forth the City's intentions. I respectfully request that you sign and date below, confirming you have no objection to the dedication and renaming. Once executed, please return to my attention via email ([kscherer@cityofmandeville.com](mailto:kscherer@cityofmandeville.com)) or in person at Mandeville City Hall, 3101 East Causeway Approach. Should you have any questions, please feel free to contact me at 985-624-3145.

Thank you in advance for your assistance with this matter, as I remain

Yours truly,

Kristine Scherer, Council Clerk  
City of Mandeville

Confirmed on behalf of OWNER

Printed Name: Mathis Edgeron

Signature: Math E

Date: 5/6/24

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

**ORDINANCE NO. 24-21**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF MANDEVILLE TO AMEND SECTION 2-8 OF THE CODE OF ORDINANCES FOR THE CITY OF MANDEVILLE FOR THE PURPOSE OF CODIFYING THE METHOD IN WHICH THE SALARY OF THE MAYOR IS ESTABLISHED.**

**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 desires to amend Section 2-8 of Chapter 2 of the City of Mandeville Code of Ordinances and establish the Mayor's salary and employee benefits package annually through the operating budget each fiscal year.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville, that Section 2-8 of the City of Mandeville Code of Ordinances be amended in its entirety to read:

Section 2-8 Compensation of the Mayor

The compensation of the Mayor, including salary and employee benefits package, shall be established annually through the operating budget ordinance for each fiscal year.

(Ord. No. [19-33](#), 11-21-19; Ord. No. [21-39](#), 10-14-21; Ord. No. [22-26](#), 9-[22-22](#) )

**NOW THEREFORE, BE IT FURTHER ORDAINED** that the interim Clerk of this Council be and is hereby authorized and empowered to take any and all actions which he, in the exercise of his 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

\_\_\_\_\_  
Alex Weiner  
Interim 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**