

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

\_\_\_\_\_.

**RESOLUTION NO. 24-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE RECALLING RESOLUTION 24-38 TO BE REPLACED WITH RESOLUTION 24-47 AND 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;

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

**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 August, 2024.

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

\_\_\_\_\_  
Scott Discon  
Council Chairman

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

**RESOLUTION NO. 24-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ENDORSING THE REQUEST FROM THE SOCIETY OF COLONIAL WARS IN THE STATE OF LOUISIANA ALONG WITH THE SONS OF THE REVOLUTION IN LOUISIANA TO LOCATE A MONUMENT COMMEMORATING THE BATTLE OF LAKE PONTCHARTRAIN AT SUNSET POINT AND PROVIDING FOR MATTERS IN CONNECTION THEREWITH**

**WHEREAS,** The Society of Colonial Wars in the State of Louisiana along with the Sons of the Revolution in Louisiana desire to donate to the City of Mandeville a monument to commemorate the Battle of Lake Pontchartrain for the past, present and future generations;

**WHEREAS,** the Battle of Lake Pontchartrain was a naval engagement that occurred in Lake Pontchartrain off the shoreline of the City of Mandeville on September 10, 1779;

**WHEREAS,** the monument is being requested to be placed on Sunset Point; and

**WHEREAS,** the donors will be responsible for all associated costs of the procurement, finishing, and erection of the monument and, in the event the City of Mandeville chooses to decommission the monument so as to have it removed, the donors retain the right to pay for the disassembly and moving of the monument for the purpose of an alternative use at the choosing of the donors.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Mandeville hereby endorses the request from The Society of Colonial Wars in the State of Louisiana along with the Sons of the Revolution in Louisiana to locate a monument to commemorate the Battle of Lake Pontchartrain at Sunset Point

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 August, 2024.

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

\_\_\_\_\_  
Scott Discon  
Council Chairman

# The Society of Colonial Wars in the State of Louisiana

## From the desk of the Governor

February 6, 2024

The City of Mandeville  
Historic Preservation District

To Whom It May Concern:

Attached is the City of Mandeville, Historic Preservation District's Application For Certificate Of Appropriateness.

The Society of Colonial Wars in the State of Louisiana along with the Sons of the Revolution in Louisiana propose to donate to The City of Mandeville of a monument commemorating the Battle of Lake Pontchartrain. This naval engagement occurred in Lake Pontchartrain off the shoreline of the City of Mandeville on September 10, 1779.

We propose to have fashioned a monument of approximately six feet in height made of gray granite, matte finished, with appropriate text and markings. Covington Monument Company, as represented by Edward Fielding, will provide the finished monument, and they will also perform the work regarding the erection of same. The donors will be responsible for all associated costs of the procurement, finishing, and erection of the monument.

Also attached is a DRAFT rendering of the proposed monument donation, a copy of a brief history of the naval engagement, and a brief background summary of the donor organizations.

Copied on this proposal are Pierre Armand McGraw, President, The Sons of the Revolution in Louisiana, Edward Fielding, President of Covington Monument Company, and John F. "Jeff" Bernard.

Please feel free to contact me with any questions or to provide guidance in the application process.

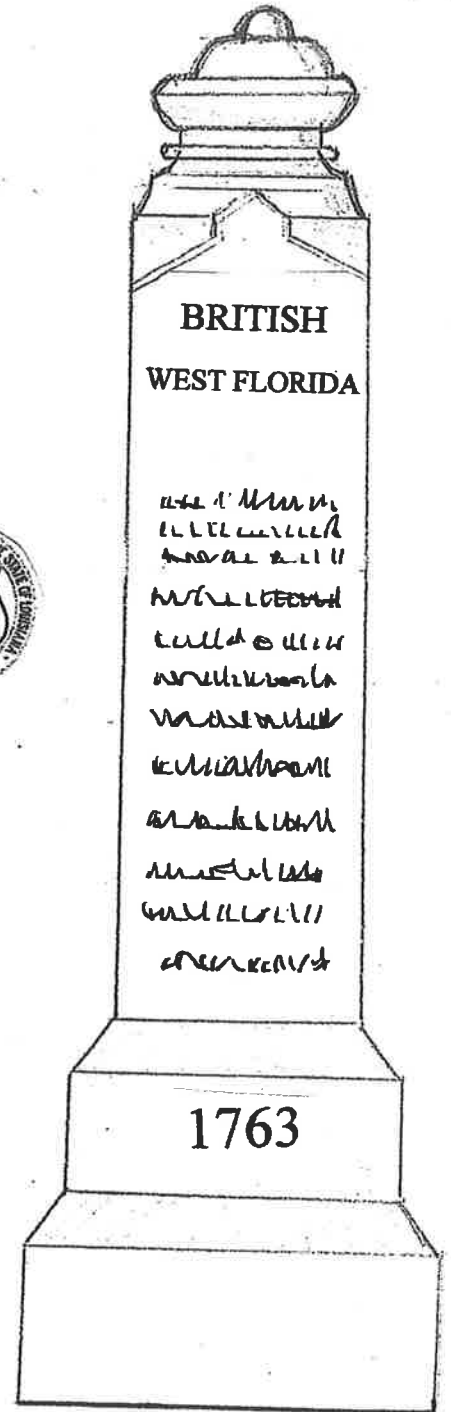
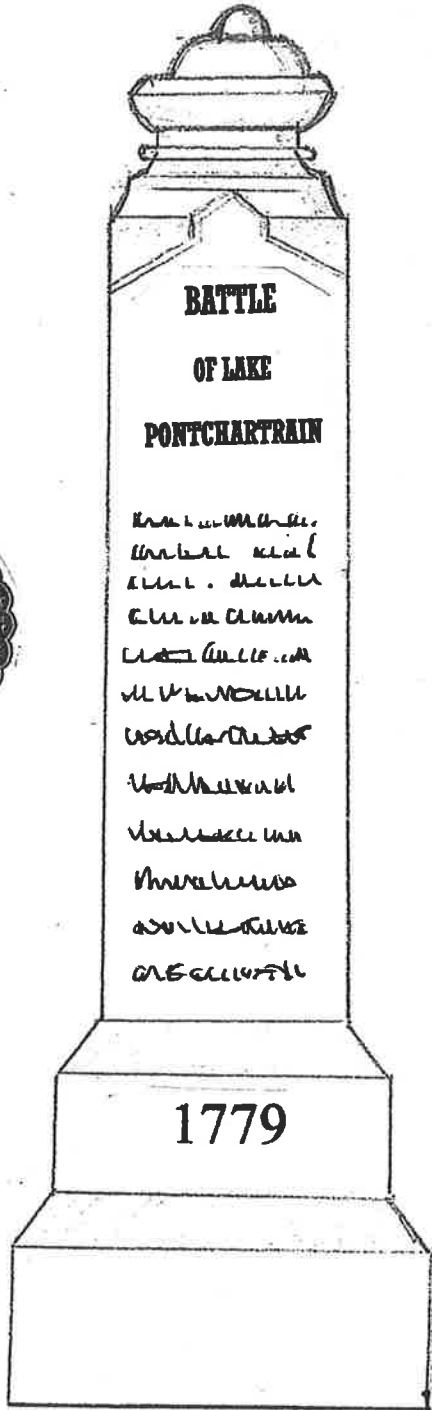
Regards,



Peter M. McEnery, Governor, The Society of Colonial Wars in the State of Louisiana

cc: Pierre Armand McGraw, Edward Fielding, Jeff Bernard

LOUISIANA SOCIETY SONS OF THE REVOLUTION  
 AND  
 SOCIETY OF COLONIAL WARS IN LOUISIANA



PROPOSED SHARED MONUMENT DEDICATED TO "THE BATTLE OF LAKE PONTCHARTRAIN" AND "BRITISH WEST FLORIDA." PROPOSED LOCATION: MANDEVILLE, LA. TARGET INSTALLATION: SUMMER 2024. APPROXIMATE HEIGHT: 6 FT.

DRAFT

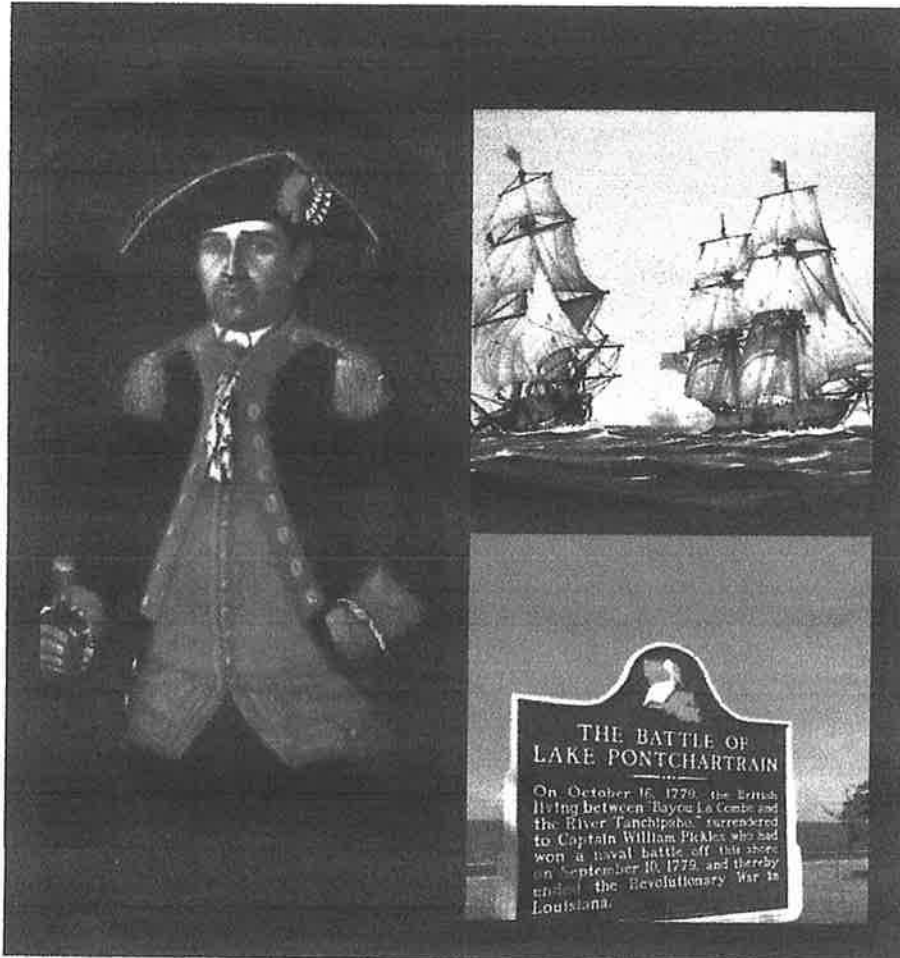


**William Allerton**

September 10 at 5:13 PM · 🌐

General George Washington ordered Lt. Pierre Georges Rousseau in the Continental Navy to go to Louisiana in 1779. Anglo-American businessman Oliver Pollock had been working with the Continental Congress to build an American force in New Orleans. Pollock had been working with the Governor of Louisiana, Bernardo de Galvez, to supply American troops through the port of New Orleans and to build ships for the American Navy. Spain had been secretly assisting the American cause since 1776 and declared war on Britain in 1779. In Louisiana, Lt. Rousseau joined Captain William Pickles on an assignment to capture the British vessel West Florida, which was creating havoc with coastal shipping and in Lake Pontchartrain. On September 10, 1779, the West Florida was sighted in Lake Pontchartrain off the coast of present-day Mandeville. At one in the afternoon, Pickles engaged the West Florida, and Lt. Rousseau and his men boarded the vessel. After the ensuing fight, the British surrendered to Rousseau, who took the captured boat to a fort at the mouth of Bayou St. John. On October 16, 1779, the British living between " Bayou Lacombe and the River Tanchpaho," surrendered to Captain William Pickles, ending the Revolutionary War in Louisiana. In early 1780, Rousseau, now promoted to Captain, commanded the Galveztown which was part of the Spanish fleet that attacked Mobile. In 1781, the Galveztown, still under Rousseau's command sailed into the bay at Pensacola with Galvez and his army on board. The subsequent defeat of the British fort there ended British control of Florida.

Following the Revolution, Rousseau settled in New Orleans where he married and raised a large family. He died there on August 8, 1810. Rousseau in buried in St. Louis Cemetery No. 1.



## **SONS OF THE REVOLUTION**

**Sons of the Revolution** is hereditary society which was founded in 1876 and educates the public about the American Revolution. The General Society Sons of the Revolution headquarters is a Pennsylvania non-profit corporation at Williamsburg, Virginia. The Society is governed by a board of managers, an executive committee, officers, standing committees and their members, and staff. The General Society includes 28 State Societies and chapters in the United States, as well as Europe. The Louisiana Society Sons of the Revolution is in New Orleans, LA.

### **Purpose:**

To perpetuate the memory of the men, who in the military, naval and civil service of the Colonies and of the Continental Congress by their acts or counsel, achieved the independence of the country, and to further the proper celebration of the anniversaries of the birthday of Washington, and of prominent events connected with the War of the Revolution; to collect and secure for preservation the rolls, records, , and other documents relating to that period; to inspire the members of the Society with the patriotic spirit of the forefathers; to promote the feeling of friendship among them.

## **SOCIETY OF COLONIAL WARS**

The Society of Colonial Wars was founded in New York in 1892 for the purpose of furthering the interest in, and study of, America's Colonial history for the period between the settlement of Jamestown, Virginia on May 13, 1607 and the battle of Lexington on April 19, 1775.

The Society continues its mission by collecting and preserving manuscripts, rolls, relics and records; erecting memorials; hosting commemorations; and supporting academic research for the purpose of inspiring in the community respect and reverence for those whose public service made our freedom and unity possible. The General Society is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and has 28-member state societies. The Society of Colonial Wars in Louisiana is in New Orleans, LA.

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

**RESOLUTION NO. 24-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND PRINCIPAL ENGINEERING, INC FOR THE SUNSET POINT FISHING PIER, HANDICAP PIER, AND SITE REPAIR PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with Principal Engineering, Inc. for the Sunset Point Fishing Pier, Handicap Pier, and Site Repair Project including supplemental services;

**WHEREAS**, the Department of Public Works recommends Principal Engineering based on its request for quotes statements, knowledge of the Sunset Park area, prior work experience on the existing fishing pier and amenities prior to the damages sustained by Hurricane Ida, and experience in the management of disaster recovery projects and hazard mitigation;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute a professional services agreement with PRINCIPAL ENGINEERING, INC. for professional engineering services on behalf of the City of Mandeville.

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 August, 2024.

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

\_\_\_\_\_  
Scott Discon  
Council Chairman

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANDEVILLE**

**AND**

**PRINCIPAL ENGINEERING, INC.**

**COM PROJ. NO. 100.25.002**

**SUNSET POINT FISHING PIER, HANDICAP PIER, AND  
SITE REPAIR PROJECT**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and Principal Engineering, Inc. represented by Henry I. DiFranco, Jr., PE, President, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the Consultant was qualified to provide engineering services on an as-needed basis pursuant to a Request For Qualifications issued by the City in October, 2020 and approved by the City on December 10, 2020, (the “**RFQ**”);

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for the Project dated August 5, 2024 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

**WHEREAS**, as a result of Hurricane Ida’s strong winds and wave action, the City incurred damages to the Sunset Pier and surrounding area, which necessitate repair and qualify as permanent work under the FEMA Public Assistance Program;

**NOW THEREFORE**, the City and the Consultant, for good and valuable consideration, agree as follows:

**ARTICLE I. OBLIGATIONS OF THE CONSULTANT**

**A. SCOPE OF SERVICES.**

The purpose of this contract is for the Consultant to perform the necessary professional services in accordance with the terms of this “**Agreement**” for the post-disaster repair and replacement to the Sunset Pier and surrounding areas located on City property that were damaged as a result of Hurricane Ida. The Consultant shall provide professional services for a project at Sunset Point to provide post-disaster repair and replacement to the Sunset Pier and surrounding areas located on City property that were damaged as a result of Hurricane Ida, including the removal of the existing Hurricane Ida damaged fishing pier and piling; installation of a new pile supported fishing pier with a new timber pier, constructed to a higher elevation with a permeable deck; repair of the lighting, water service, and other appurtenances; repair of the handicap pier damage including walkway replacement, railing repair, electrical conduits and conductors, and other appurtenances; and repair of minor on-shore damage to electrical and water service equipment.

As part of the project design phase services, the Consultant shall provide structural design services to ensure the new fishing pier is constructed in accordance with applicable V-Zone code requirements for compliance and resiliency. Consultant is to also provide the necessary electrical design services associated with the new lighting system, including required fixtures, equipment, and gear, associated with the new fishing pier and to repair the damaged on-shore electrical features.

Consultant is to perform each of the services and provide all deliverables as set forth in this Article and elsewhere in this Agreement (collectively, the “**Services**”).

The Consultant shall provide data and computations to support the design. Core boring information shall be incorporated in the design when applicable. Plans must be prepared using



AutoCAD compatible with the City. The Consultant shall also submit to the Department of Public Works (the “**Department**”) all designs, computations, original reproducible drawings, typed originals of all specifications and proposal documents as required, and the final drawings on electronic format compatible with the City’s software systems at the discretion of the City. All plans must be signed and stamped by a Louisiana Registered Civil Engineer of the Consultant’s firm, who shall be responsible for the design.

The Consultant shall contact each applicable utility and obtain information regarding the location of their utilities and this information, as provide, shall be shown on the design drawings. The Consultant shall contact other firms designated by the City doing related work and shall coordinate, schedule, and report the efforts of the Firms to the City’s authorized representative. This information shall be shown on the design drawings. The Consultant shall obtain verification from the utilities of all locations named above.

The Consultant shall report all verified conflicts to the Department for coordination.

The Consultant shall, in a timely manner, contact the Department, and Planning Department as necessary, relative to horticultural requirements, such as a tree trimming, root pruning, hand work for curbing and walks near trees, etc., as required for construction, and resolve any conflicts prior to completion of final plans.

The Consultant shall provide the Department with all services required for preparation of preliminary design plans, final plans, specifications, and bid documents. These services include, but are not limited to, topographic and right-of-way surveys, preliminary plans, computations used to develop design, participation in the plan-in-hand conference, a preliminary estimate of a construction contract cost based on estimated quantities developed from the preliminary plans, and a final estimate of construction contract cost based on estimated quantities developed from the final plans.

Meetings with the City shall be scheduled as required to solicit input on project progress and upcoming issues or concerns. Consultant shall prepare and deliver a record of decisions and action items to the City for each meeting.

The Consultant shall prepare and submit complete detailed construction contract specifications and bid documents along with a revised construction cost estimate of the project to the Department.

Except for data to be furnished by the City as specifically provided by this Agreement, the Consultant shall obtain all data and furnish all services and materials required to fully develop and complete the plans, specifications, and bid proposals through the contract plan stages, including any and all work beyond the limits of the project that may be necessary to make proper connections at the beginning and end of the project limits of construction.

In addition, the Consultant shall obtain all data and furnish all services required during the construction stage, maintain all records necessary during the construction stage, ensure compliance with plans and specifications, and prepare partial and final payment to the Construction Contractor for the Department’s approval. Attendance by the Consultant or its representatives at legal hearings and appearances in court are to be furnished by the Consultant at established rates to the extent of the funds available.

The Consultant shall attend up to 3 public meetings, as required. The Consultant shall provide displays appropriate for public meetings and shall provide a meeting summary following each meeting. The Consultant shall attend coordination meetings with the Department and other stakeholders. The Consultant shall provide all relevant project information to support conduct of these coordination meetings and provide a meeting summary following each meeting, as directed. The costs of which are included in the lump sum fee specified hereunder.

The Consultant is responsible for the relevance and accuracy of items and details included in the plans, specifications, or other contractual documents prepared by the Consultant. The Department will review and approve such documents only for general conformance to the Scope of Project. It is understood that the preparation of preliminary and final plans, specifications, bid documents, and estimates required of the Consultant under this Agreement will meet the standard requirements of the City as to general format and content and shall be performed to the satisfaction of the City. The Consultant shall correct all errors and omissions in the plans and specifications, including those discovered subsequent to the acceptance by the Department, without additional compensation.

The basic services to be performed by the Consultant are divided into six (6) phases of work identified in general as follows and more fully described below:

Phase I.	Survey
Phase II.	Preliminary Design
Phase III.	Environmental Study
Phase IV(a).	Final Design
Phase IV(b).	Bid & Award
Phase V(a).	Construction Administration
Phase V(b).	Construction Closeout
Phase V(c)	Inspection, Reporting, and Verification

## **PHASE I. SURVEY**

Topographic Survey services scope shall include three (3) parallel surveyed sections of the Lake Pontchartrain bottom, to 500 ft from shore, on and adjacent to the new fishing pier alignment; locating the existing fishing pier piles and abutment; obtaining on-shore topography within a 160'x160' area at the foot of the fishing pier; locating the handicap fishing pier structure corners and piles; obtaining topography for the handicap fishing pier ramp and adjacent on-shore landing. Consultant shall solicit and obtain proposals with a detailed topographic survey scope of services and associated cost from at least three (3) City approved topographic survey sub-consultants to determine cost reasonableness. Consultant shall coordinate with the City to evaluate proposals and select a sub-consultant to perform the required topographic survey services. Consultant shall be compensated based on the actual topographic survey services cost plus ten percent markup up to the not-to-exceed amount in accordance with the Consultant's proposal.

### Survey Submittal

The Consultant shall review the programming and project documents provided by the Department to determine the scope of any additional surveying required. Based on the scope, estimated cost, and/or impact to the project schedule, the City may request the Consultant to perform this additional surveying or may choose to perform this additional surveying and provide the information collected to the Consultant.

The topographic survey shall include all necessary information in order to complete the design work. This may include visible surface objects including trees, power poles, manholes, water meters, etc. The temporary bench marks must be located such as they will not be destroyed during construction. The base lines shall be referenced to apparent property lines. The Consultant may also be required to acquire all information on existing and proposed utilities within the limits of the Project through field surveys and from contacts with the various utility companies so as to reasonably avoid any conflicts in the design or construction of the project. Surveying must be performed and certified by a qualified surveyor, licensed to practice land surveying in the State of Louisiana.

Upon completion of the survey work, the Consultant shall submit to the Department: three (3) sets, full size 22-inches by 34-inches hard copies and electronic files of the survey work.

### Phase I Deliverables:

1. Draft Topographical Survey in electronic format (CAD & PDF).
2. Final Topographical Survey in electronic format (CAD & PDF).

## **PHASE II. PRELIMINARY DESIGN (DESIGN DEVELOPMENT)**

Prior to the start of this phase, a pre-design meeting will be held. During the performance of this phase, a monthly design meeting may be held among the Engineer, the Department, and relevant City authorities in order to clarify any aspect of the proposed work. Phase II Design services shall be divided into 2 milestones: 60% Design Plans and 90% Design Plans.

### 60% Design Submittal

Prepare a Preliminary Design Report. The report shall document the proposed design per City standards and guidance, computations and modeling outcomes used in developing the design, agreed program (including operations and maintenance, as relevant), updated opinion of probable cost and updated schedule for design and construction.

Two (2) sets, full size 22-inches by 34-inches hard copies and electronic files of 60% design plans, together with an electronic copy of the Preliminary Design Report, shall be furnished to the City.

Upon receipt of comments, if any, the Engineer shall revise the plans accordingly until the preliminary plans are acceptable to the Department. The Engineer shall then submit to the City one (1) full size 22-inches by 34-inches set of reproducible plans, stamped and dated "60% Design" for making a complete plan-in-hand review with the Department's representatives, utility companies, and others, at a time and date mutually agreed to in advance. Following receipt of this submittal, a plan-in-hand meeting will be held.

The Engineer's 60% Design Submittal shall include:

- Design Report
- Incorporate and address all entities previous comments into current design
- Set of Project specifications
- Latest Construction Cost estimate
- Submit two (2) full size sets (22x34) with all electronic files (CAD & PDF)

Engineer shall submit 60% Design submittal with an updated construction cost estimate within 45 calendar days after submittal of Phase I Survey, Phase VI Geotechnical Investigation and Phase VIII Fishing Pier Structure Type Study.

### 90% Design Submittal

Phase II shall be considered complete after the plan-in-hand comments have been received and incorporated by the Engineer. A listing of plan-in-hand comments, additions, and deletions shall be compiled by the Engineer for inclusion in the Phase II deliverables. A preliminary construction cost estimate, based on estimated quantities developed from the preliminary plans, shall be submitted with the preliminary plans.

The Engineer's 90% Design Submittal shall include:

- Incorporate and address all entities previous comments into design
- Complete Topo Survey information is to be shown on Plan/Profile drawings,
- Proposed profile should match the elevation on cross sections
- Complete and final set of specifications
- An updated Cost estimate
- Submit two (2) full size sets (22x34) hard copies with all electronic files (CAD & PDF)
- Apply for and acquire any permits on the City's behalf

Engineer shall submit 90% Design submittal with an updated construction cost estimate within 90 calendar days after submittal of 60 % Design submittal.

All changes to the plans, specifications, and construction cost estimate shall be logged. Drawings should be considered 90% design stage by the culmination of this Phase.

### Phase II Deliverables:

1. Provide Meeting Minutes within five (5) working days of each Meeting
2. 60% Design Submittal with accepted updated construction cost estimate

3. 90% Design Submittal with accepted updated construction cost estimate

### **PHASE III. ENVIRONMENTAL STUDY**

Environmental Study scope of work shall consist of the necessary tasks and services as needed to prepare a Joint Permit Application to obtain approval from the Louisiana Department of Natural Resources (LDNR) and the United States Army Corps of Engineers (USACE) for the installation of the proposed scope of work within the Louisiana Coastal Zone. Consultant shall also provide any special environmental assessments services to obtain and provide necessary data required based on regulatory agency review. Consultant shall be compensated on an hourly basis up to the not-to-exceed value in accordance with the Consultant's Proposal.

#### Phase III Deliverables:

1. Memorandum with a summary of the environmental study and assessment services findings and conclusions in electronic format (PDF) complete with any supporting documentation.
2. Final submitted Joint Permit Application(s) in electronic format (PDF) complete with any supporting documentation.
3. Final agency approved permit documentation in electronic format (PDF).

### **PHASE IV(a). FINAL DESIGN**

This phase shall consist of Engineering Services required for the preparation of complete final construction plans, specification, bid documents, and construction cost estimate. These shall meet the standard requirements of the Department's general format and content. Specifically, the work under this phase consists of the following:

2. After the plan-in-hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit three (3) sets of revised full size 22-inches by 34-inches hard copies and electronic files to the Department. These shall be stamped "Advance Check."
3. A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
4. The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit three (3) sets, along with the "Advance Check" prints, to the Department for review. A revised construction cost estimate, a detailed traffic control plan, and a permanent pavement marking and signing plan shall be submitted at this time (if applicable). Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City for specifications, contract documents, and cost estimates.
5. Upon receipt of the Department's comments pertaining to plans and specification, the Consultant shall revise and complete the final contract plans and specifications.

The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids.

Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and typed originals of all specifications and proposal documents to be reproduced by the Department for bids. Final plans and bid documents shall be in electronic format compatible with the Department's CAD and software systems.

The plans and proposals shall be accompanied by a construction cost estimate based on the final contract plans.

All plans shall be signed and stamped by a Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect and member of the Consultant's firm, who shall be responsible for the design.

Phase IV(a) Deliverables:

1. "Advance Check" plans and Specifications
2. Finalized Design Report with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
3. Final Plans, Specifications, Computations, and Construction Contract Cost Estimate
4. Bid Proposal Package

**PHASE IV(b). BID & AWARD**

If the Department proceeds with bidding the Project, the Consultant shall attend the pre-bid and preconstruction conferences and be prepared to address any questions regarding the engineering work. The Consultant shall assist the City with preparing addenda and responses to bidder's questions. The Consultant shall attend bid openings, prepare bid tabulation sheets and check documentation submitted with bids for completeness. The Consultant shall submit the bid tabulation and award recommendation letter to the City within two (2) working days of the bid opening. The award recommendation letter shall report on completeness and technical correctness of the bids received.

Phase IV(b) Deliverables:

1. Bid Opening Meeting Minutes
2. Addenda, Questions and Answer Responses
3. Award Letter Recommendation Letter

**PHASE V(a). CONSTRUCTION ADMINISTRATION**

The services to be performed during construction shall consist of, but may not be limited to, the following:

- Attend pre-construction meeting and prepare meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shop drawings and samples which the contractor is required to submit (as warranted)
- Obtain and document pre-construction video (if required)
- Review and track contractor Requests for Information (RFIs), and respond as necessary
- Assist with technical issues arising during construction
- Attend progress meetings
- Perform occasional site visits at intervals appropriate to various stages of construction
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders)
- Evaluate and coordinate with City regarding acceptability of substitute or "or-equal" materials and equipment proposed by the contractor
- Review quantities and pay applications for contractor invoicing and recommend payment
- Review final pay applications for Construction Contractor invoicing and recommend payment
- Prepare the Independent Cost Estimate ("ICE") and Cost Analysis ("CA") for all field changes and plan changes for approval by the City
- Review and approve Project schedule

- Assist the Department in Project close out activities.

A Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect shall be in charge of the Services. Such personnel shall be qualified for their assignments and shall be approved by the City.

All documents submitted to the City must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the City.

In a timely manner, the Consultant shall advise the City of any drainage, sewer, and water damages so that such facilities may be properly inspected.

The Consultant shall observe the progress of the project as required, with particular emphasis on the requirements of the General and Special Specifications relative to the timely review of submittals, shop drawings and samples, value engineering proposals, and evaluation of substitute materials.

The Consultant shall, in a timely manner, notify the City, through the Director of the Department of Public Works or the Director's Authorized Representative of all problems that may impact the Project's cost or construction time.

The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. These duties and responsibilities are exclusively the Construction Contractor's obligation. The Consultant will not be responsible or have control or charge over the acts or omissions of the Construction Contractor, Subcontractors, or any agents, employees, or any other persons performing any of the work.

The Department will have the authority to reject work based on the Consultant's recommendations that does not conform to the Construction Documents. The Department and the Consultant may require special inspections for testing of the work at any stage of preparation or completion.

The Consultant will not authorize or direct the Construction Contractor to deviate from the plans and specifications without written authorization from the City, through its Director of the Department of Public Works or the Director's Authorized Representative. The Consultant is not responsible for any costs incurred as a result of delays incurred in obtaining written authorization by the Department for necessary or desired changes in the plans and/or specifications.

The Consultant shall submit all required documentation and process plan changes in a timely manner.

The Consultant shall submit to the Director or the Director's Authorized Representative for written approval within two (2) working days after signature by the Construction Contractor, any plan change that increases the Project's cost or time required prior to the work being authorized. Should the Consultant approve a plan change, which increases the Project's cost or time required without prior written approval by the Director or the Director's Authorized Representative, the Consultant shall be liable for the increased cost. The Department personnel (designee) authorized to approve such plan changes shall include the Director or the Director's Authorized Representative assigned to the Project.

The Consultant shall be responsible for complying with the recordation requirements set forth in La. R.S. 38:2222, including without limitation the payment of any costs associated with the recordation of this Agreement and as well as for the recordation of any plan change or amendment, when recordation of such is required.

The Consultant shall verify all pay items of work; quantities completed, and prepare partial and final requests for payment on City's forms for work satisfactorily completed by the Construction Contractor. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall coordinate with the Construction Contractor on monthly pay request

within after the end of the reporting period. The preparation of the Construction Contractor's monthly pay request consists of coordinating with the Construction Contractor on quantities in place and submitting to the Department completed pay request form (signed by the Construction Contractor and the Consultant) and form Weather and Working Day Report (signed by the Construction Contractor and the Consultant).

The Construction Contractor's invoice is to be submitted directly to the Consultant. The Construction Contractor's monthly pay request form and Weather and Working Day Report shall be submitted for payment within five (5) working days after the Construction Contractor has submitted the signed the invoice. Project diary and weekly progress reports shall be submitted within five (5) working days after the end of the reporting period.

In addition to the above services, the Consultant shall coordinate the activities of the testing laboratory designated by the Department to ensure that all materials entering the project, and the performance of the constructed features, are in accordance with the Project Construction Documents (plans and specifications) and/or the State's requirements.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the project's Construction Documents based upon test results. The Consultant shall review reports prepared by the testing laboratory for accuracy. The Consultant shall review and make recommendation for approval of pay requests for the testing laboratory for consistency with the testing performed.

When notified by the Construction Contractor that, in its opinion, all items of work required by the Agreement has been completed, the Consultant shall make a final inspection of the Work, including any tests of operation. If the Consultant finds all things are satisfactory after completion of this inspection, the Consultant shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Consultant shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible.

The Consultant shall participate in the final inspection of the Work.

Upon completion of this Phase, the Consultant shall submit "As Built" drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

Phase V(a) Deliverables:

- Project Schedule
- Submit Monthly Pay Requests, Schedule Updates, and Weather Reports
- ICE Documentation
- CA Documentation
- Construction Field Records
- Monthly Pay Requests, Schedule Updates and Weather Reports
- Plan Change Requests
- Non-Conforming Materials Notifications
- Recommendation for Approval of Testing Laboratory Pay Request
- As-Built Drawings
- Submit daily Final Inspection Report
- Overrun/Underrun Statement
- Warranty Inspection Report
- Man Hours Breakdown Report

- Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit monthly to the Department and to the Construction Contractor
- Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications

#### **PHASE V(b). CONSTRUCTION CLOSE OUT**

When notified by the Construction Contractor that, in its opinion, the Project is substantially complete, the Engineer shall verify the Construction Contractor's claim and, if the Engineer concurs, schedule a final walk-through. The Engineer shall conduct and invite all stakeholders to this walk-through. Immediately following the walk-through, the Engineer shall develop a substantial completion punch-list of remaining items with associated costs.

The Engineer shall schedule a final inspection, including any tests of operation. If the Engineer finds all things are satisfactory after completion of this inspection, the Engineer shall recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Engineer shall conduct and invite all stakeholders to the final inspection.

Upon completion of this Phase, the Engineer shall submit "As Built" drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

The Engineer shall conduct the one (1) year warranty inspection and provide the Department with a detailed report with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible. This inspection shall occur eleven (11) months from the date of substantial completion.

#### **Phase V(b) Deliverables:**

1. Develop a Substantial Completion Punch-list with Associated Costs
2. As-Built Drawings
3. Final Inspection Report with Project Acceptance Recommendation
4. Overrun/Under run Statement
5. One (1) Year Warranty Inspection Report submitted to the Department eleven (11) months from the date of substantial completion

#### **PHASE V(c) . INSPECTION, REPORTING, AND VERIFICATION *(if requested)***

The Department may also choose to require the Consultant to provide Resident Inspection services, which shall consist of, but may not be limited to, the following:

- Observe construction at all times while the Construction Contractor is working on critical work items
- Observe, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the City.
- Ensure work does not adversely affect utilities, adjacent areas and/or property, etc.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency,



utilities, and other on-site visitors as required

- Prepare memorandums or documentation required for field changes
- Verify that Construction Contractor providing adequate traffic control and site safety procedures.
- Prepare incident reports
- Notify the City and Construction Contractor of any safety concerns and potential impacts to the public.

Field construction inspector(s) shall be provided and be on the Project site at all times (or at the discretion of the Department) when construction work is being performed. Such personnel shall be qualified for their assignments and shall be approved by the Department.

During construction, the Consultant shall maintain all construction field records normally maintained by the Department. Entries shall be made daily in the project diary to indicate the Consultant's personnel on the Project, as well as, the forces of the Construction Contractor, the Construction Contractor's equipment, and the work performed.

The Consultant shall continually observe the progress of the Project, with particular emphasis on project site safety and the requirements of the General and Special Specifications relative to the timely rejection of all nonconforming work and materials, the applications of the work forces to particular portions of the work, the conformance of the work to the Construction Contractor's schedule, the timely prosecution of the work and perform any required interviews of the Construction Contractor.

The Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall forward the Construction Contractor's monthly updated schedule of work with the partial payment requests and weather reports. All documents submitted to the Department must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

All reports shall be submitted within the time period specified by the Department.

In a timely manner, the Consultant shall notify the Department of all problems that may impact the Project's cost or construction time.

The Consultant shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the Project's Construction Documents based upon test results.

The Consultant shall cooperate with the City and any other contractors providing services to the City as needed.

In addition to the above basic services to be performed, the Consultant shall also perform the Supplemental Services identified in general as follows and more fully described below:

- |             |                                   |
|-------------|-----------------------------------|
| Phase VI.   | Geotechnical Investigation        |
| Phase VII.  | Permitting                        |
| Phase VIII. | Fishing Pier Structure Type Study |

## **PHASE VI. GEOTECHNICAL INVESTIGATION**

Geotechnical Investigation scope of services shall include a minimum of one (1) boring in Lake Pontchartrain to a depth of fifty feet (50') below the Lake Pontchartrain bottom, one (1) boring on shore to a depth of fifty feet (50'), and a report of analysis recommending pile capacities and general construction practices. Consultant shall solicit and obtain proposals with a detailed geotechnical investigation scope of services and associated cost from at least three (3) City approved geotechnical sub-consultants to determine cost reasonableness. Consultant shall coordinate with the City to evaluate proposals and select a sub-consultant to perform the required geotechnical

investigation services. Consultant shall be compensated based on the actual geotechnical investigation services cost plus ten percent markup up to the not-to-exceed amount in accordance with the Consultant's Proposal.

## **PHASE VII. PERMITTING**

Work under this task consists of assisting City with coordinating and providing data and documentation necessary to obtain the necessary permits for construction. Consultant will prepare necessary documentation including design drawings and other information necessary for completing the required permit applications. The below permits are anticipated for the project. Consultant shall be compensated on an hourly basis up to the not-to-exceed value in accordance with the Consultant's Proposal.

- a. U.S. Coast Guard
- b. City of Mandeville Department of Planning and Development.

### Phase VII Deliverables:

1. Final submitted permit applications in electronic format (PDF) complete with any supporting documentation.
2. Final agency approved permit documentation in electronic format (PDF).

## **PHASE VIII. FISHING PIER STRUCTURE TYPE STUDY**

A Fishing Pier Structure Type Study is to be performed, if requested by the City, to examine the additional construction cost and feasibility of installing a more durable and storm resilient structure comprised of reinforced concrete pilings instead of timber. Consultant shall be compensated on an hourly basis up to the not-to-exceed value in accordance with the Consultant's Proposal.

### Phase VIII Deliverables:

1. Draft Memorandum with a summary of the fishing pier structure type study services findings and conclusions, with an updated construction estimate, in electronic format (PDF) complete with any supporting documentation for City review.
2. Final Memorandum with a summary of the fishing pier structure type study services findings and conclusions, with an updated construction estimate, in electronic format (PDF) complete with any supporting documentation.

## **B. CONSULTANT'S STANDARD OF CARE.**

The Consultant represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, the Consultant is expected to perform all services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in providing similar services under the same or similar circumstances. The Consultant acknowledges and agrees that, at the City's option, the Consultant shall be obligated to re-perform, at no additional cost to the City, any or all of the Services that fail to satisfy the foregoing standard of care.

## **ARTICLE II. THE CITY'S OBLIGATIONS**

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant, including:
  1. GIS/CAD files of:
    - a. Street Assets for reference;
    - b. Utility and unit sheets (if available)

- c. As-built drawings (if available)
- d. Provide access to personnel to discuss the scope of services during normal working hours, as requested by the Consultant;
- e. Provide any other standard plans and details that may be relevant for use on the Project; and
- f. Make payments to the Consultant monthly based upon the Consultant's certified invoices, except as otherwise authorized by this Agreement or by law. The City's payment obligation is subject to the Consultant's satisfactory performance of the services and conditions required by this Agreement, including, without limitation, the submission of satisfactory deliverables, progress schedules, invoices, and evidence of necessary insurance.

### **ARTICLE III. CONTRACT TIME AND SCHEDULE**

**A. DURATION:** This Agreement shall commence on the Effective Date and shall continue until and through a period of two (2) years.

**B. EXTENSION:** This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Agreement facilitates continuity of services provided herein. This Agreement may be extended by the City on an annual basis for no longer than three (3) one-year periods.

**C. PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to initiate the 90% design phase immediately upon submittal of the 60% design phase. A revised schedule may be required, including without limitation after each phase of work is completed or with any approved plan change. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

**D. PHASE I SURVEY:** The services to be performed during the Survey Phase shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase. The services associated with the Geotechnical Investigation Phase shall be performed concurrently with the Survey Phase.

**E. PHASE II PRELIMINARY DESIGN:** The services to be performed during the Preliminary Design Phase shall be completed within **FORTY-FIVE (45)** calendar days from the date of issuance of the Notice to Proceed for this phase.

**F. PHASE IV(a) FINAL DESIGN:** The services to be performed during the Final Design Phase shall be completed within **NINETY (90)** calendar days from the date of issuance of the Notice to Proceed for this phase.

**G. PHASE IV(b) BID AND AWARD:** The services to be performed during the Bid and Award Phase shall be completed within **FORTY-FIVE (45)** calendar days from the date of issuance of the Notice to Proceed for this phase.

**H. PHASE VI GEOTECHNICAL INVESTIGATION:** The services to be performed during the Geotechnical Investigation Phase shall be performed concurrently with the Survey Phase and shall be completed within **SIXTY (60)** calendar days from the date of issuance of the Notice to Proceed for this phase.

**I. PHASE VII PERMITTING:** The services to be performed during the Permitting Phase shall be concurrent with the Preliminary Design and Final Design Phases and shall be completed within **ONE-HUNDRED AND TWENTY (120)** calendar days from the date of issuance of the Notice to Proceed for this phase.

**J. PHASE VIII FISHING PIER STRUCTURE STUDY:** The services to be performed during the Fishing Pier Structure Study Phase shall be completed within **TWENTY-ONE (21)** calendar days from the date of issuance of the Notice to Proceed for this phase.

**K. DELAYS:** The City may assess the Consultant \$1,500.00 per calendar day for each phase that is not completed by the deadline in the approved schedule, without further notice to the Consultant, to the extent the delay is caused solely by the Consultant. The City may deduct this penalty from payments due to the Consultant for services rendered under this Agreement up to a maximum amount for each phase equivalent to 25% of the total fee for that phase of work.

**ARTICLE IV. COMPENSATION**

**A. FEES UNDER THIS AGREEMENT:** The Consultant’s compensation for the services performed under this Agreement shall be in accordance with the follow fees:

PHASE I.	Survey ( <i>as needed</i> )	<b>\$25,000.00</b>	(NTE)
PHASE II.	Preliminary Design	<b>\$65,500.75</b>	(Lump Sum)
PHASE III.	Environmental Study ( <i>if requested</i> )	<b>\$10,000.00</b>	(Hourly, NTE)
PHASE IV(a)	Final Design	<b>\$117,901.35</b>	(Lump Sum)
PHASE IV(b)	Bid & Award	<b>\$13,100.15</b>	(Lump Sum)
PHASE V(a)&V(b)	Construction Administration & Closeout	<b>\$65,500.75</b>	(Lump Sum)
PHASE V(c)	Inspection, Reporting, & Verification	<b>\$74,800.00</b>	(Hourly, NTE) (If requested by the City)

**SUPPLEMENTAL SERVICES**

PHASE VI	Geotechnical Investigation	<b>\$25,000.00</b>	(NTE)
PHASE VII	Permitting	<b>\$10,000.00</b>	(Hourly, NTE)
PHASE VIII	Fishing Pier Structure Type Study	<b>\$5,000.00</b>	(Hourly, NTE) (If requested by the City)
	Direct Expenses	<b>\$2,500.00</b>	(NTE)

The not-to-exceed amounts indicated above shall not be exceeded without prior written approval from the City, including but not limited to any other additional charge not included in the Rate and Direct Expense Schedule in accordance with Consultant’s Proposal.

**B. MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed under this Agreement is **\$414,303.00**. The City has the right to increase or decrease the compensation based on the cost of actual bids being received. The adjustment will be based on the Facility Planning & Control (FP&C) Curve with a multiplier 1.2 and will apply to Phases 1 through V in this Agreement. No adjustment if the contract award meets or exceeds 90% of the Estimated Construction Cost but does not exceed by 10% the Estimated Construction Cost. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City’s Department of Finance has certified the availability of the additional funding. The City’s obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

**ACKNOWLEDGEMENTS:** The Consultant acknowledges and agrees that, unless otherwise provided by a validly executed amendment:

1. The City’s officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;

2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

#### **ARTICLE V. INVOICES**

The Consultant shall submit monthly invoices showing the percentage and dollar amount of the Services provided to date for such submission and show a deduction of five percent (5%) of the amount earned to date as an amount to be retained by the Department until satisfactory completion of the required work. When each phase of work is satisfactorily completed, the retainage for that phase will be released.

The Consultant shall submit three (3) invoices in a format approved by the Department shall be submitted to the Department along with three (3) sets of back-up or verification documentation. Electronic files of the invoices and back-up documentation may be placed on a USB thumb drive or downloadable shared link for submittal.

#### **ARTICLE VI. INDEMNITY**

**A. INDEMNITY:** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold the City, its officials, employees, and agents (the “**Indemnified Parties**”) harmless from and against: (1) any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Consultant or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Consultant under this Agreement; and (2) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of its obligation under this Agreement.

**B. LIMITATION:** The Consultant’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

**C. INDEPENDENT DUTY:** The Consultant has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

**D. EXPENSES:** The Consultant will bear all expenses, including without limitation the City’s reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

#### **ARTICLE VII. INSURANCE**

**A. MINIMUM SCOPE OF INSURANCE:** At all times during the term of this Agreement, the Consultant, at its own expense, will maintain policies of insurance sufficient to provide the following minimum scope of insurance coverage:

1. ***Commercial General Liability (“CGL”):*** Insurance Services Office (“ISO”) Form CG 00 01 or similar acceptable to the City, covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability:*** ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
3. ***Workers' Compensation:*** as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.
4. ***Professional Liability (Errors and Omissions):*** with limits no less than \$1,000,000.00 per claim.

**B. OTHER INSURANCE PROVISIONS:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status:*** The Consultant will provide and maintain a Certificate of Insurance naming The City of Mandeville its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds" on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of Mandeville as Certificate holder and be delivered via U.S. Mail to Mandeville City Hall, 3101 East Causeway Approach, Mandeville, LA 70448.
2. ***Primary Coverage:*** For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultant's coverage.
3. ***Claims Made Policies:*** If applicable, the retroactive date must be shown and must be before the Effective Date of this Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, the Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this Agreement.
4. ***Waiver of Subrogation:*** The Consultant and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
5. ***Notice of Cancellation:*** Each insurance policy required above shall provide that coverage shall not be canceled, except with prior notice to the City of no less than 60 days.
6. ***Acceptability of Insurers:*** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### **ARTICLE VIII. NON – DISCRIMINATION**

**A. NON – DISCRIMINATION:** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within the City of Mandeville or (2) any person seeking accommodations, advantages, facilities, privileges, services, or



&

City Attorney  
City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Consultant.

#### **ARTICLE XI. FEDERALLY REQUIRED PROVISIONS AND CERTIFICATIONS**

The parties agree that Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all consultants are required to comply with the federally required provisions listed in Exhibit A and are hereby incorporated into the present Agreement. Consultant further agrees to execute the certifications included in Exhibit B.

#### **ARTICLE XII. ADDITIONAL TERMS AND CONDITIONS**

**A. OWNERSHIP OF DOCUMENTS:** All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

Notwithstanding anything to the contrary contained herein, any tools, systems or information used by the Consultant to provide the Services hereunder, including computer software (object code and source code), know-how, methodologies, equipment or processes and the intellectual property inherent therein and appurtenant thereto, shall remain the sole and exclusive property of the Consultant or its suppliers.

The Consultant makes no representations as to the compatibility of files and deliverables with the City's hardware and/or software configurations unless specifically set forth in this Agreement. Because data stored on electronic media can deteriorate undetected or be modified, the Consultant shall not be held liable for the completeness or accuracy of the electronic data after the acceptance by the City. Only the submitted hard copy documents with the Consultant's seal on them will be considered instruments of service hereunder. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

**B. CITY'S RIGHT TO APPROVE PERSONNEL:** The City reserves the right to approve or reasonably disapprove all engineers, workers, and other field personnel assigned to the Project.

**C. REMEDIES CUMULATIVE:** No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**D. SURVIVAL OF PROVISIONS:** All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.

**E. ASSIGNABILITY:** The Consultant will not assign any interest in this Agreement and will not transfer any interest in the same without the City's prior written consent.



F. **JURISDICTION & VENUE:** For all claims arising out of or related to this Agreement, the Consultant consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of St. Tammany and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.

G. **GOVERNING LAW:** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

H. **NON – WAIVER:** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

I. **PERFORMANCE MEASURES:** The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting Consultant.

J. **SEVERABILITY:** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

K. **RULES OF CONSTRUCTION:** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender.

L. **NO THIRD PARTY BENEFICIARIES:** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

M. **NON – EXCLUSIVITY FOR THE CITY:** This Agreement is non-exclusive and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

N. **CONFLICT OF INTEREST:** To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in

writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

**O. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT:** No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the Consultant, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Consultant pursuant to this Agreement without regard to the Consultant's satisfactory performance of such Services.

**P. OWNERSHIP INTEREST DISCLOSURE:** The Consultant will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**Q. SUBCONTRACTOR REPORTING:** The Consultant will provide a list of all persons, natural or artificial, who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the city. In regard to any subcontractor proposed to be retained by the Consultant to perform work on the Agreement with the City, the Consultant must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Consultant fails to submit the required lists and notices, the City may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted. Consultant recognizes that Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, that all subcontractors to this Agreement are required to comply with the federally required provisions listed in Exhibit A and Certifications contained in Exhibit B. Consultant further agrees to incorporate Exhibit A and Exhibit B into all subcontractor agreements and coordinate with the City Attorney a review of all subcontractor agreements prior to their execution to verify inclusion of federally required provisions and specialty insurance provisions.

**R. EMPLOYEE VERIFICATION:** The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

**S. MODIFICATION:** This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

**T. 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 Agreement. 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 Agreement.

**U. 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. The Consultant will confirm same through affidavit provided by City.

V. **COMPLETE AGREEMENT**: This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement 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 Agreement. 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 Agreement.

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

**CITY OF MANDEVILLE**

**BY:** \_\_\_\_\_  
**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FORM AND LEGALITY APPROVED:**  
**Law Department**

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

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

**PRINCIPAL ENGINEERING, INC.**

**BY:** \_\_\_\_\_  
**HENRY I. DIFRANCO, JR., P.E.**  
**PRESIDENT**

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

## EXHIBIT A – FEDERALLY REQUIRED PROVISIONS

This Agreement may be fully or partially funded by the FEMA Public Assistance program. The parties agree that Pursuant to 2 CFR 200.36 and 2 CFR Part 200 Appendix II, all contractors are required to comply with the federally required provisions listed below.

### 1. BREACH OF AGREEMENT

1.1 In the event the City determines that Consultant is in breach of this Agreement, the City and Consultant shall take the following actions:

- a. Notify Consultant in writing that Consultant is in breach of this Agreement; and
- b. Provide Consultant with detailed, specific reasons of the basis in which the City is determined to be in breach of the Agreement.
- c. Should Consultant disagree with the finding by the City, Consultant has 10 calendar days to file an opposition to the City's determination of a breach, providing a specific answer to each of the City's allegations. Said answer should include facts, the application of law, regulations and FEMA policy and supporting evidence such as documents, photographs and statements from witnesses.
- d. The matter shall be heard by a three-person panel appointed by the Mayor of the City and the rules of arbitration shall apply to the hearing. If the matter entails technical issues, i.e. construction, the Mayor shall ensure that the individuals appointed to the panel have the proper skill set to understand the issues and provide an unbiased opinion.
- e. If the opinion of the panel is not in favor of the Consultant, the Consultant has 30 days to abandon the projects and will be due all amounts for which the Consultant earned, less any damages claimed by the City for the breach. In the event the Consultant does not appeal to the Mayor, the 30-day time period applies from the date the Consultant received the Notice of Breach.

1.2. The above procedure does not interfere or modify in any way, the right of either the Consultant or the City to seek remedy in the 22nd Judicial District for St. Tammany Parish regarding the alleged actions by the Consultant which resulted in the Notification of the Breach or by the Consultant for an improper finding of breach by the City.

1.3 The above procedure does not limit the Parties to settling any such disagreement in an amicable fashion to include terminating the Agreement for convenience.

### 2. TERMINATION FOR CAUSE

2.1 The Parties may terminate the Agreement for Cause according to the following:

2.2 Should the City determine that the Consultant has failed to comply with the Agreement's terms in accordance with the procedures stated under the above listed Section 1.1, the City may terminate the Agreement for cause by giving the Consultant written notice specifying the Consultant's failure. If the City determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the City determines that the failure may be corrected, the City shall give a deadline for the Consultant to make the correction. If the City determines that the failure is not corrected by the deadline, then the City may give additional time for the Consultant to make the corrections or the City may notify the Consultant of the Agreement termination date.

2.3 Consultant may terminate this Agreement for cause after giving the City notice that it is in violation of its obligations as outlined in this Agreement and the City fails to remedy the matter within 30 days of notification.

2.4 Either party may exercise any right which the laws of Louisiana provide to it if terminated for cause. The proper jurisdiction for any such action is the 22<sup>nd</sup> Judicial District Court for St. Tammany Parish.

### 3. TERMINATION FOR CONVENIENCE.

3.1 Either Party may terminate the Agreement at any time without penalty by giving thirty (30) days written notice to the other Party of such termination or negotiating with the Parties regarding a termination date unless Consultant had engaged in illegal or unethical behavior in which case the City may terminate the Agreement immediately. Consultant shall be entitled to payment for deliverables in progress, to the extent that the work is acceptable.

#### 4. EQUAL EMPLOYMENT OPPORTUNITY.

4.1 Except as otherwise provided under 41 CFR Part 60, the Consultant and Subcontractors must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4.2 During the performance of this contract, the Consultant agrees as follows:

- a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- d) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract

or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

4.3 Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4.4 The Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Consultant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

4.5 The Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

4.6 The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## 5. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

5.1 Where applicable, all contracts and subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

5.2 During the performance of this contract, the Consultant agrees as follows:

a) Overtime requirements. No Consultant, contractor, or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a) of this section the Consultant and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a) of this section.

c) Withholding for unpaid wages and liquidated damages. The City of Mandeville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b) of this section.

d) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a) through c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a) through c) of this section.

## 6. CLEAN AIR ACT

6.1 The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 The Consultant agrees to report each violation to the City of Mandeville and understands and agrees that the City of Mandeville will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

6.3 The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 7. FEDERAL WATER POLLUTION CONTROL ACT

7.1 The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

7.2 The Consultant agrees to report each violation to the City of Mandeville and understands and agrees that the City of Mandeville will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

7.3 The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 8. SUSPENSION AND DEBARMENT

8.1 A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.2 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant’s principals (defined

at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

8.3 The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

8.4 The SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR is a material representation of fact relied upon by the City of Mandeville. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Mandeville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.5 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 9. BYRD ANTI-LOBBYING ACT

9.1 The Consultant will be expected to comply with Federal statutes required in the Anti-Lobbying Act and execute the BYRD ANTI-LOBBYING CERTIFICATION.

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

## 10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired for the following:

- a) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- b) Meeting Contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10.2 The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) Prohibitions.



- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this Section applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) Exceptions.
- (1) This subsection does not prohibit contractors and consultants from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - (i) Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d) Reporting requirement.
- (1) In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this Section to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this Section:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (3) Subcontracts. The Consultant shall insert the substance of this Section, including this paragraph (d), in all subcontracts and other contractual instruments.

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS.

12.1 As appropriate, and to the extent consistent with law, the Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

12.2 For purposes of this clause:

a) *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b) *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 13. ACCESS TO RECORDS

13.1 The following access to records requirements apply to this Agreement:

- a) The Consultant agrees to provide GOHSEP, the City of Mandeville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d) In compliance with the Disaster Recovery Act of 2018, the City and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 14. DEPARTMENT OF HOMELAND SECURITY (“DHS”) SEAL, LOGO, AND FLAGS

14.1 The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

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

## 16. NO OBLIGATION BY THE FEDERAL GOVERNMENT

16.1 The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

17.1 The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this Agreement.

- a) Consultant shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.

- b) Consultant shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- c) Consultant shall retain all required records for a period of at least three years after receipt of final payment by the City.

## 18. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

18.1 Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(a) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18.2 If subcontracts are to be let, the prime Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## 19. LICENSE AND DELIVERY OF WORKS SUBJECTED TO COPYRIGHT AND DATA RIGHTS

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

EXHIBIT B – REQUIRED CERTIFICATIONS

AFFIDAVIT OF PAST CRIMINAL CONVICTIONS

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS CONTRACTOR) THE PARTY WHO SUBMITTED A PROPOSAL FOR \_\_\_\_\_ WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON \_\_\_\_\_ AND SAID AFFIANT FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. NO individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:71)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be re-advertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

My commission expires \_\_\_\_\_

## CITY CODE OF CONDUCT

### CITY OF MANDEVILLE'S CODE OF CONDUCT

#### A. POLICY STATEMENT

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

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

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

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

#### B. PURPOSE OF THIS POLICY

Section 7-02 of The City Charter for The City of Mandeville provides that "All officers and employees of The City government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of The City of Mandeville elected officials, unclassified public employees and appointed personnel which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for The City to successfully project the best image possible. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED, UNCLASSIFIED CITY EMPLOYEES AND APPOINTED PERSONNEL.

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

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of The City and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be accepted.
2. Accept the responsibility that improper conduct can reflect negatively on the public image of The City and bring embarrassment and discontent to the citizens of The City. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.

4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to The City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning The City, City personnel or proceedings of The City.

#### C. CONTRACTORS

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

That all Contractors shall sign an affidavit in the form attached hereto as Attachment 1 as a condition of their contract with The City of Mandeville.

#### D. COMPLAINTS.

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to The City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. All complaints will be reviewed by The City Attorney to determine if any ethical violations had been alleged by the person making the complaint. If such allegations have been made, then The City Attorney shall forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to: Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

ATTACHMENT 1: CODE OF GOVERNMENTAL ETHICS AND CITY CODE OF CONDUCT AFFIDAVIT

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public personally came and appeared:

\_\_\_\_\_; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of \_\_\_\_\_ and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for The City of Mandeville; and

That, \_\_\_\_\_ will conform to the provisions in the Code of Governmental Ethics and the City Code of Conduct as a condition of any contract between the company and The City of Mandeville, Louisiana; and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the Contractor has with any other entity in the performance of its contract with The City of Mandeville, Louisiana and there shall be a statement in every subcontract to that effect.

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

My commission expires \_\_\_\_\_

E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A QUOTE/PROPOSAL/CONTRACT/BID/RFP/SOQ TITLED \_\_\_\_\_ FOR CITY OF MANDEVILLE PROJECT:

Pursuant to LA.R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public Entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilized the status verification system required by LA. R.S. 38:2212.10B(2), known as "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
(2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
(3) Entity shall require all subcontractors to submit to the Entity an affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

My commission expires \_\_\_\_\_



**SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined At 2 C.F.R., 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.94).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by The City of Mandeville. If it is determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Mandeville, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or contractor agrees to comply with the requirements of 2 C.R.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).

Contractor's authorized Official or Principal's Signature \_\_\_\_\_

Printed name and title \_\_\_\_\_

Firm's name \_\_\_\_\_

Date \_\_\_\_\_

**BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C.1352):**

The undersigned Prime Contractor's authorized official or principal certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federally funded grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)] A copy of Standard Form LLL is available from City of Mandeville.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned prime Contractor's authorized official or principal also agrees that the requirements of the Byrd Anti- Lobbying Act and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned prime Contractor's authorized official or principal, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification, Contract and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Organization's name

\_\_\_\_\_  
Date

**ENGINEERING SERVICES PROPOSAL FOR:**

**SUNSET POINT FISHING PIER, HANDICAP PIER, AND SITE REPAIR  
MANDEVILLE, LOUISIANA**

**8/5/2024**

**I. INTRODUCTION**

The project objective is to remedy damage resulting from Hurricane Ida as follows:

- Replace fishing pier with timber pier, constructed to higher elevation with permeable deck. Replace lighting, water service, and other appurtenances.
- Repair handicap pier damage including walkway replacement, railing repair, electrical conduits and conductors, and other appurtenances.
- Repair minor on-shore damage to electrical and water service equipment.

**II. SCOPE OF WORK**

Provide engineering design, bidding, construction phase and project close-out services for the project described in Section I.

Design Phase tasks include the following:

- Perform preliminary design phase and final design phase as per agreement.
- Structural design of new fishing pier for V-Zone code compliance and resilience.
- Electrical design of new fixtures and gear for fishing pier
- Structural and Electrical design of repairs to existing facilities to remain

Bidding Phase services include preparation of an advertisement, response to RFIs, a pre-bid meeting, preparation of any addenda, evaluation of bids, and recommendation of award.

Construction Phase services include responsibilities of the Engineer as defined in the EJCDC General Conditions to the Construction Contract as modified by City of Mandeville (basic service), and providing a Resident Project Representative (RPR) on a full-time basis (supplemental service).

Close-Out Phase services include the preparation of complete as-built drawings for City records.

Preliminary Schedule is as follows:

Survey and Geotechnical	60 days
Structure Type Study & City Review	21 days
Preliminary Design	45 days
Final Design	90 days
Permitting	120 days (concurrent w/ Final Des.)
Bidding	60 days
Construction Administration	240 days

### III. PROPOSED FEE

#### A. BASIC FEE

Please refer to Exhibit A of the Appendix for our Preliminary Estimate of Probable Construction Cost. Our preliminary estimate is \$3,599,500.00. From LA FP&C Curve (Exhibit B), this equates to a 7.2789% design fee multiplier. Total proposed Basic Fee is outlined below:

BASIC FEE: \$3,599,500 (7.2789%)	=	\$262,003.00
PRE-DESIGN PHASE (25% Basic Fee)	=	\$ 65,500.75
DESIGN PHASE (45% Basic Fee)	=	\$117,901.35
BIDDING PHASE (5% Basic Fee)	=	\$ 13,100.15
CONSTRUCTION PHASE (20% Basic Fee)	=	\$ 52,400.60
CLOSE-OUT PHASE (5% Basic Fee)	=	\$ 13,100.15

#### B. SUPPLEMENTAL SERVICES

Geotechnical investigation is required, and will be provided by use of a sub-consultant. The fee below is a not-to-exceed value, for actual cost plus ten percent. Scope includes (1) boring in Lake Pontchartrain to a depth of 50 ft below lake bottom, (1) boring on shore to 50ft depth, and report of analysis recommending pile capacities and general construction practices.

Topographic Survey is required, and will be provided by use of a sub-consultant. The fee below is a not-to-exceed value, for actual cost plus ten percent. Scope includes (3) parallel surveyed sections of lake bottom, to 500 ft from shore, on and adjacent fishing pier alignment, location of existing fishing pier piles and abutment, 160' x 160' on-shore topography at fishing pier, HC pier structure corners and piles, HC pier ramp and adjacent on-shore landing topography.

A Fishing Pier structure type study is recommended to examine cost and feasibility of more durable reinforced concrete structure instead of timber, invoiced hourly up to not-to-exceed value.

Environmental scope of work is expected to consist of Joint Application for Work in the Louisiana Coastal Zone, granted from LADNR and the USACE. This project is expected to be referred to the Parish as a local concern by LADNR, and expected to be granted Clean Water Act Section 404 authorization under Programmatic General Permit. Invoicing is hourly up to not-to-exceed value. If regulatory agency review requires special environmental assessments or data, subconsultants may be employed, at actual cost plus ten percent.

Permitting scope of work consists of coordination with the Louisiana State Lands Office, and permitting by U.S. Coast Guard and City of Mandeville Dept. of Planning and Development.

Principal Engineering will provide full-time Resident Project Representation services for QA/QC during the Construction Phase. The Resident Inspection estimate is based on an 8-hour workday over a five-month active construction period (~110 workdays x 8 hrs per day x \$85.00 per hour = \$74,800.00 NTE)

RESIDENT INSPECTION (HOURLY - NTE)	= \$74,800.00
GEOTECHNICAL INVESTIGATION (NTE)	= \$25,000.00
TOPOGRAPHIC SURVEYING (NTE)	= \$25,000.00
FISHING PIER STRUCTURE TYPE STUDY (NTE)	= \$ 5,000.00
ENVIRONMENTAL (NTE)	= \$10,000.00
PERMITTING (NTE)	= \$10,000.00
DIRECT EXPENSE (NTE)	= \$ 2,500.00

**EXHIBITS:**

- A- Preliminary Cost Estimate
- B- Engineering Fee Curve Calculation

**CITY OF MANDEVILLE**  
**SUNSET POINT FISHING PIER, HANDICAP PIER, AND SITE REPAIR**

**OPINION OF PROBABLE CONSTRUCTION COSTS**  
**July 2024**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Civil &amp; Site (Damage #926033)</b>					
1	Debris Removal, Clearing, and Demolition	1	LS	\$42,000.00	\$42,000
2	Circuit Panel, Electrical Conduit, Sidewalk, Water Line (from PW)	1	LS	\$139,742.00	\$139,742
3	Site Restoration (Grading & Grassing)	500	SY	\$15.00	\$7,500
<b>Fishing Pier (Damage #1229393)</b>					
4	Existing Pier Removal and Disposal	1	LS	\$87,000.00	\$87,000
5	On-shore Abutment (Reinforced Concrete)	18	CY	\$1,200.00	\$21,600
6	Riprap Armoring	250	CY	\$270.00	\$67,500
7	Fishing Pier Shelter (Timber, Metal Roof)	900	SF	\$225.00	\$202,500
8	ASTM D25 Class B Timber Piles	5820	LF	\$55.00	\$320,100
9	Galvanized Steel / Timber Railing	970	LF	\$165.00	\$160,050
10	Aluminum Grate Decking	5240	SF	\$120.00	\$628,800
11	Timber Stringers, Braces, Stiffeners, Fasteners (Area Factor)	5240	SF	\$145.00	\$759,800
12	Pier Electrical	1	LS	\$112,486.00	\$134,986
13	Pier Lighting Fixtures	2	LS	\$71,087.00	\$170,608
14	Water Utility and Sink	1	LS	\$25,000.00	\$25,000
<b>Handicap Pier (Damage #1364816)</b>					
15	Pier Lighting, Access, Grating, Railing, Water Svs Repair (from PW)	1	LS	\$216,332.00	\$216,332
<b>General</b>					
16	Mobilization	1	LS	\$149,176	\$149,176
<i>Sub-Total</i>					<i>\$3,130,000</i>
<i>15% Contingency</i>					<i>\$469,500</i>
<b>Total Construction</b>					<b>\$3,599,500</b>

# EXHIBIT "A"

## State of Louisiana - Facility Planning and Control Fee Calculation

Project Name **Sunset Point Fishing Pier, Handicap Pier, and Site Repair**

Date 7/15/2024

A.	Enter the <b>Available Funds for Construction</b>	<b>\$3,599,500</b>	data entry
B.	Enter the <b>Renovation Factor</b> (if not applicable, enter '1')	<b>1.00</b>	data entry
C.	Enter the <b>subject year</b> for cost index data (prior year)	<b>2023</b>	data entry
D.	The Building Cost Index for the subject year is	8130	from table
E.	The Consumer Price Index for the subject year is	304.700	from table
F.	The BCI for the reference year (1975) was	1306	constant
G.	The CPI for the reference year (1975) was	53.8	constant
H.	The BCI ratio is	0.160640	F / D
I.	The CPI ratio is	5.663569	E / G
J.	The adjusted AFC for the reference year (1975) is	\$578,222	A x H
K.	Log [1975 AFC] =	5.762095	log [J]
L.	The adjusted fee percentage using a numerator of 46.10 =	8.000563%	46.10 / K %
M.	The adjusted fee amount for the reference year is	\$46,261	L x J
N.	The adjusted base fee for the subject year is	\$262,003	M x I
O.	<b>TOTAL FEE</b> (including Renovation factor, if any) =	<b>\$262,003</b>	N x B
P.	Fee as a percentage of the AFC =	7.2789%	O / A %

Year	BCI	CPI	
1975	1306	53.8	3861502.5
2013	5278	233.000	
2014	6136	255.7	



**State of Louisiana  
Facility Planning & Control**

**BCI & CPI  
FOR  
2024 Fee Formula**

<b>BCI</b> 1306	1975	<b>CPI</b> 53.8
<b>8130</b>	<b>2023</b>	<b>304.7</b>

**SCHEDULE OF REPRESENTATIVE FEES  
FOR  
2024**

<b>AFC</b>	<b>Fee as a Percentage of AFC</b>	<b>Fee</b>
\$ 10,000.00	13.0800%	\$ 1,308.00
\$ 50,000.00	10.7400%	\$ 5,370.00
\$ 100,000.00	9.9720%	\$ 9,972.00
\$ 200,000.00	9.3060%	\$ 18,612.00
\$ 500,000.00	8.5510%	\$ 42,755.00
\$ 750,000.00	8.2547%	\$ 61,910.00
\$ 1,000,000.00	8.0566%	\$ 80,566.00
\$ 1,500,000.00	7.7930%	\$ 116,895.00
\$ 2,000,000.00	7.6162%	\$ 152,324.00
\$ 3,500,000.00	7.2943%	\$ 255,299.00
\$ 5,000,000.00	7.1029%	\$ 355,146.00
\$ 7,500,000.00	6.8972%	\$ 517,292.00
\$ 10,000,000.00	6.7584%	\$ 675,838.00
\$ 20,000,000.00	6.4457%	\$ 1,289,142.00
\$ 50,000,000.00	6.0742%	\$ 3,037,115.00



128 Northpark Boulevard ♦ Covington, Louisiana 70433 ♦ Phone: 985.624.5001

## CY 2024 RATES AND DIRECT EXPENSE SCHEDULE

### BILLABLE RATES PER EMPLOYEE CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (PE or Equivalent)	\$250.00
Engineer IV (Senior – PE or Equivalent)	\$225.00
Engineer III (Mid – PE or Equivalent)	\$210.00
Engineer II (Junior – PE or Equivalent)	\$185.00
Engineer I (Graduate BS Engineer or EI)	\$135.00
Senior Architect (Licensed Architect)	\$210.00
Project Architect (Licensed Architect)	\$190.00
Construction Manager (BS or Equivalent)	\$175.00
Engineering Technician IV (BS or Equivalent)	\$170.00
Engineering Technician III (BS or Equivalent)	\$150.00
Engineering Technician II (BS or Equivalent)	\$135.00
Engineering Technician I	\$130.00
CAD Technician IV	\$125.00
CAD Technician III	\$110.00
CAD Technician II	\$95.00
CAD Technician I	\$85.00
Resident Inspector	\$85.00
Office/Business/Finance Manager	\$125.00
Clerical/Administrative	\$75.00

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**DIRECT EXPENSE**

ITEMS	BILLABLE RATE	
Mileage	\$ .585 per Mile	\$.67 per mile
In-House Bond Plots 24x36	\$1.50 per sheet	
Outsourced Printing & Binding	Actual Cost	
In-House B&W Printing 8.5x11	\$.15 per sheet	
In-House Color Printing 8.5x11	\$.50 per sheet	
In-House B&W Printing 11x17	\$.18 per sheet	
In-House Color Printing 11x17	\$.70 per sheet	
Parking	Actual Cost	
Tolls	Actual Cost	
Binding w/ comb, clear cover and vinyl backing (printing not included)	\$8.00 per set	
Card Stock Printing 8.5x11	\$.60 per sheet	
Postage	Actual Cost	



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

**RESOLUTION NO. 24-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE CHANGE ORDER NO.3 TO THE 2021 WATER AND SEWER MAINTENANCE CONTRACT WITH SUBTERRANEAN CONSTRUCTION, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, on August 25, 2021 the City of Mandeville entered into a contract with Subterranean Construction, LLC for the 2021 Sewer and Maintenance Project, consisting of the general repair of water distribution and sewer collection systems and all other incidental work as detailed in the project plans and stated in the project specifications;

**WHEREAS**, the City desires to execute Change Order No.3 to the 2021 Water and Sewer Maintenance Contract to include additional scope items not included in the original contract;

**WHEREAS**, pay items No. 76 and No. 77 are additional scope items that consist of City authorized work encountered during construction to be performed at the request of the City;

**WHEREAS**, there will be no change in maximum contract amount or contract time associated with this Change Order.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to Change Order No. 3 to the 2021 Sewer and Water Maintenance Contract with SUBTERRANEAN CONSTRUCTION, LLC.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

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

\_\_\_\_\_  
Scott Discon  
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

July 29, 2024

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

Re: 2021 Sewer and Water Maintenance Contract  
City Project No. 211.21.003 & 212.21.003  
Change Order No. 3

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 3 to the 2021 Sewer and Water Maintenance Contract project. Change Order No. 3 captures additional pay items no. 76 & no. 77 added to the contract for additional scope items not included in the original contract. The new pay items added are for City authorized work encountered during construction to be performed at the request of the City.

Since the contract's inception, there have been six task orders issued with a total Not to Exceed amount of \$2,652,000 out of the \$3,000,000.00 maximum contract aggregate limit. Approximately \$2,131,000.00 has been spent to date. There will be no change in maximum contract amount or contract time associated with this Change Order. The contract time is set to expire August 25, 2024.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

*Buster Lyons, P.E.*

Buster Lyons P.E.  
Project Manager

Attachments: Change Order #1

**SECTION 00650  
CHANGE ORDER**

**No. 1**

Date of Issuance: 7/29/2024 Effective Date: \_\_\_\_\_

Owner: City of Mandeville	Owner's Contract No.: 211.21.003 & 212.21.003
Contract: 2021 Sewer and Water Maintenance Contract	Date of Contract: 08/25/2021
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 576-2003.02

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

**Description:**

Add the below indicated new pay items 76 & 77 for additional scope items not included in the original contract.

Item 76 - Remove & Replace Manhole Casting per EA @ \$1,340.00

Item 77 - Remove & Replace Manhole Casting Bolt Down per EA @ \$1,495.00

The new pay items added are for City authorized work encountered during construction to be performed at the request of the City. There will be no change in maximum contract amount or contract time associated with this Change Order.

**Attachments (list documents supporting change):**

Transmittal Approval Letter

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Aggregate Limit: <b>\$2,000,000.00</b>	Original Contract Times: <b>1 calendar year</b>
Increase from previously approved Change Orders: <b>\$1,000,000.00</b>	Increase from previously approved Change Orders: <b>2 additional calendar years</b>
Contract Price prior to this Change Order: <b>\$3,000,000.00</b>	Contract Times prior to this Change Order: <b>3 calendar years</b>
Increase of this Change Order: <b>N/A</b>	Increase of this Change Order: <b>N/A</b>
Contract Price incorporating this Change Order: <b>\$3,000,000.00</b>	Contract Times with all approved Change Orders: <b>3 calendar years (Contract Expiration 8/25/2024)</b>

<b>RECOMMENDED:</b>	<b>ACCEPTED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

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

**ORDINANCE NO. 24-24**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE A PARCEL OF GROUND WITH THE ASSESSMENT NUMBER 57627 IN SQUARE 46 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM TC TOWN CENTER DISTRICT TO B-3 OLD MANDEVILLE BUSINESS DISTRICT AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the property to be rezoned is described as a parcel of ground in Square 46, City of Mandeville, St. Tammany Parish, State of Louisiana, containing 26,660 square feet as per the survey prepared by Randall W. Brown & Associates dated July 19, 2024 – attached herein as Exhibit A;

**WHEREAS**, PTCP Properties, LLC, a Louisiana Limited Liability Company, duly organized, validly existing and in good standing under the laws of the State of Louisiana, appearing through D. Brian Cohn purchased the property on May 28, 2024;

**WHEREAS**, PTCP Properties, LLC has requested to rezone the Property from its current zoning of TC Town Center District to B-3 Old Mandeville Business District;

**WHEREAS**, the property borders two existing lots, owned by PTCP Properties, LLC, which are currently zoned B-3, Old Mandeville Business District;

**WHEREAS**, PTCP Properties, LLC is wanting to develop the three lots as a single development site; and

**WHEREAS**, the rezoning of said parcel would allow the site to have a uniform zoning to establish site development criteria.

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Mandeville that a parcel of ground with the assessment number 57627 in Square 46 as described below shall hereafter be zoned as B-3 Old Mandeville Business District:

One certain parcel in land with improvements thereon, situated in Square 46, City of Mandeville, St. Tammany Parish, Louisiana, more fully described, to-wit: One lot of ground measuring 100 feet frontage on Girod Street, the same in width across the rear, by a depth of 266 feet 7 inches, all between equal and parallel lines. Said parcel commences 156.6 feet from the intersection of the South line of Montgomery Street and the North line Girod Street

**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 August 2024

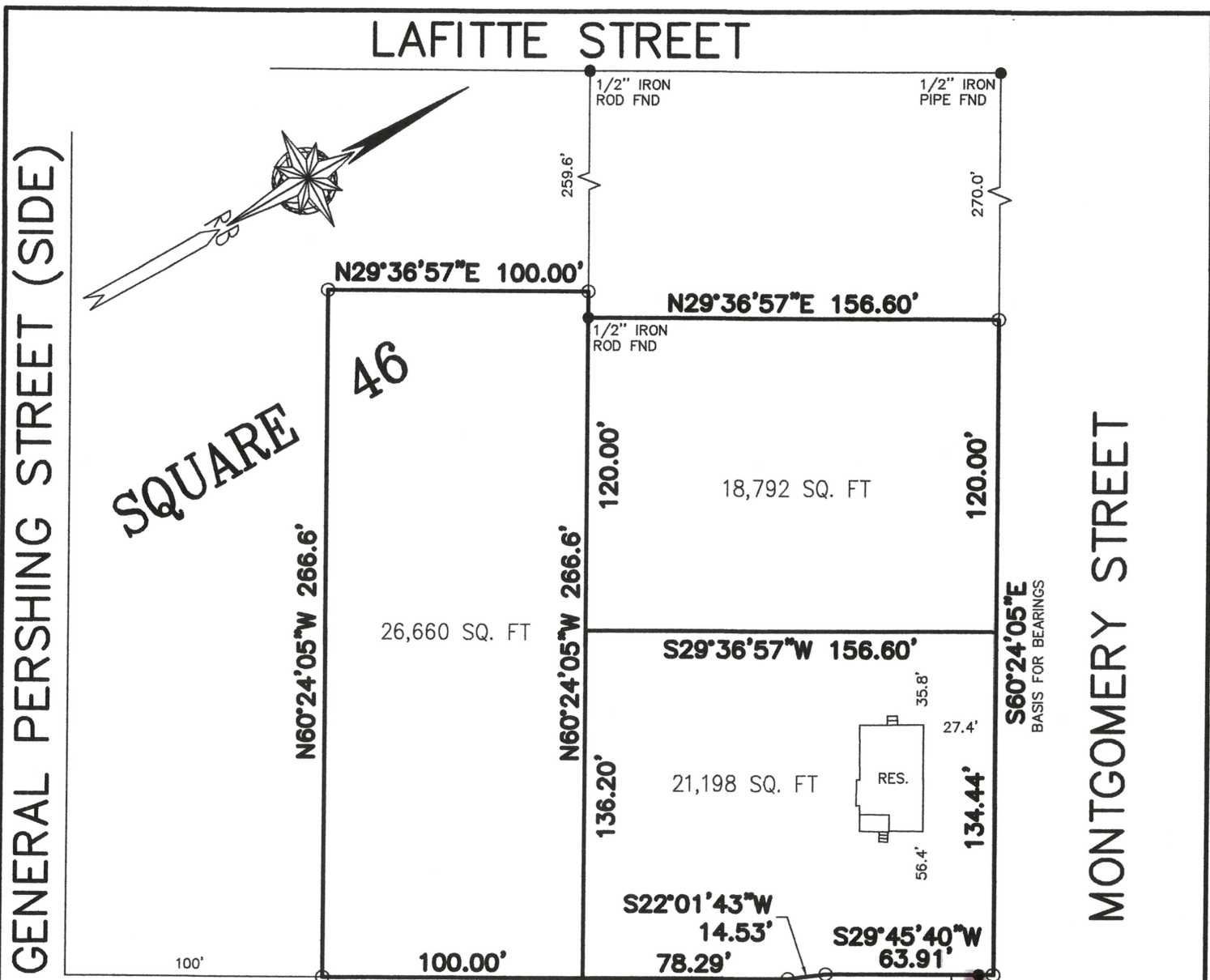
---

Alex Weiner  
Interim Clerk of Council

---

Scott Discon  
Council Chairman





REFERENCE 1:  
 SURVEY BY J. L. FONTCUBERTA  
 Dated: 9-12-1975

REFERENCE 2:  
 SURVEY BY J. L. FONTCUBERTA  
 Dated: 11-9-1979

REFERENCE 3:  
 STATE R/W SURVEY BY STANLEY K. TURNER  
 Project No.: 013-12-0044  
 Last Revised: 7-19-2002

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

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

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


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 X.

FIRM Panel# 2202020427D Rev. 5-16-2012

Survey of  
**THREE PARCELS OF GROUND SITUATED IN SQUARE 46**  
**TOWN OF MANDEVILLE \* CITY OF MANDEVILLE**  
**ST. TAMMANY PARISH, LOUISIANA**  
**FOR**  
**PTCP PROPERTIES, LLC**

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

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

  
 RANDALL W. BROWN  
 REG. NO. 04586  
 REGISTERED PROFESSIONAL SURVEYOR  
 Randall W. Brown, P.D.S.  
 Professional Land Surveyor  
 LA Registration No. 04586

**Randall W. Brown & Associates, Inc.**  
 Professional Land Surveyors  
 228 W. Causeway Approach, Mandeville, LA 70448  
 (985) 624-5368 FAX (985) 624-5309  
 info@brownsurveys.com

Date: JULY 19, 2024  
 Survey No. 24324  
 Project No. (CR5) A24324  
 Scale: 1" = 50' ±  
 Drawn By: RJB  
 Revised:

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

**ORDINANCE NO. 24-25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF 1.221 ACRES LOT H1-C MONTGOMERY STREET, MANDEVILLE, LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Mandeville City Council authorized the Mayor to negotiate with David and Marie Rathe (“Owners”) the purchase of Lot H1-C, Mandeville Louisiana, for the City’s acquisition of 1.221 Acres lot, described as Lot H1-C Montgomery Street, Mandeville, Louisiana under Resolution 24-25 on June 13, 2024;

**WHEREAS**, an appraisal by Metro Appraisal Services, LLC. estimated the fair market value of the immovable property, otherwise known as Lot H1-C Montgomery Street to be \$140,000. Total costs of the appraisal were \$450.00 (See Appraisal attached hereto as “Exhibit A1”);

**WHEREAS**, the City of Mandeville is desirous of obtaining municipal ownership of said property as described above for the purpose of taking it out of commerce, creating recreational and green space, using for drainage and absorption purposes, and other purposes deemed appropriate by the City’

**WHEREAS**, the “Owners” of that certain real property are desirous of selling said property to the City of Mandeville for a price of \$140,000; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Mayor of the City of Mandeville be authorized and empowered to execute all necessary documents on behalf of the City of Mandeville with the Owners in order to purchase the following described real estate for an amount up to but not to exceed \$140,000 plus reasonable closing costs associated with said transaction, and said conveyance from Seller shall be free and clear of all mortgages, judgments, liens, or other encumbrances:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights of ways, means, privileges, servitudes, prescriptions, appurtenances, and advantages thereunto, belonging or in anywise appertaining hereto, situated on 1.221 ACRES LOT H1-C MONTGOMERY STREET in City of Mandeville, St. Tammany Parish.

More fully described in the Property Description attached as Exhibit A to the Purchase Agreement, and incorporated herein as Exhibit “A2”.

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect immediately upon the signature of the Mayor of the City of Mandeville; and

**BE IT FURTHER ORDAINED** that the interim Clerk of this Council be and he 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.

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 August, 2024.

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

\_\_\_\_\_  
Scott Discon  
Council Chairman

# LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Lot H1-C Montgomery St, Mandeville, LA 70448 08/01/2024  
 \_\_\_\_\_  
 PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

Listing Firm Berkshire Hathaway HomeServices Preferred REALTORS  
 \_\_\_\_\_  
 Selling Firm

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

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

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

Email Address felicity@felicitykahn.com  
 \_\_\_\_\_  
 Email Address

Name of Designated Agent Receiving Agreement Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM

Agreement Transmitted by  electronic  hand delivery  other

Signature of Designated Agent Receiving Agreement Day \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  AM  PM

Comments \_\_\_\_\_

### Electronic Notice Authorization

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

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

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

BUYER'S Initials:   
 BUYER'S Initials:

BUYER'S Initials:   
 BUYER'S Initials:

SELLER'S Initials:   
 SELLER'S Initials:

SELLER'S Initials:   
 SELLER'S Initials:



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

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

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

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

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

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



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

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

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

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

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

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

60
61 **FINANCING:**

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

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

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

75
76 The BUYER agrees to pay discount points not to exceed \_\_\_\_\_
77 ( n/a) % of the loan amount. Other financing conditions: n/a

78
79
80
81
82 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
83 complete the sale of the Property, including but not limited to the deposit, the down payment, closing costs, pre-
84 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions
85 imposed by the BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the
86 BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement
87 except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender
88 that a loan application has been made and the BUYER has given written authorization to lender to proceed with
89 the loan approval process within \_\_\_\_\_ (# n/a ) calendar days after the date of acceptance
90 of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written
91 documentation of that application and BUYER'S written authorization for lender to proceed with loan process
92 within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and

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



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

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

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

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

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

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

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

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

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

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

BUYER’S Initials: 
BUYER’S Initials:

BUYER’S Initials: 
BUYER’S Initials:

SELLER’S Initials: 
SELLER’S Initials:

SELLER’S Initials: 
SELLER’S Initials:



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

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

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

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

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

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

183 **DUE DILIGENCE AND INSPECTION PERIOD:**  
184 **If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period**  
185 **(hereinafter "DDI Period") commencing on the first day after acceptance of this Agreement and expiring**  
186 **thirty (# 30 ) calendar days after commencement OR upon**  
187 **the date and time the BUYER'S Request to the SELLER is received as set forth in lines 220 through 221,**  
188 **whichever is earlier.** The SELLER agrees to provide the utilities for any due diligence and inspections and

BUYER'S Initials:   
BUYER'S Initials:

BUYER'S Initials:   
BUYER'S Initials:

SELLER'S Initials:   
SELLER'S Initials:

SELLER'S Initials:   
SELLER'S Initials:





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

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

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

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

212 **OPTION 1:**

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

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

219 **OPTION 2:**

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

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

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

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

- 231 (i) accept the Property in its current condition; or
- 232 (ii) elect to terminate this Agreement.

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

BUYER’S Initials:   
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BUYER’S Initials:   
BUYER’S Initials:

SELLER’S Initials:   
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SELLER’S Initials:



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

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

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

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

254 PRIVATE WATER/SEWERAGE:

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

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

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

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

266 HOME SERVICE/WARRANTY:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

- 328 1) Termination of this Agreement

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

SELLER'S Initials:   
SELLER'S Initials:

SELLER'S Initials:   
SELLER'S Initials:



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329 2) Specific performance

330 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

331 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to

332 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be

333 liable for Broker fees.

334

335 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can

336 affect real property is available at the EPA website [https://www.epa.gov/sites/default/files/2016-](https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf)

337 [10/documents/moldguide12.pdf](https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf). By initialing this page of the Agreement, the BUYER acknowledges that the real

338 estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding

339 common mold related hazards.

340

341 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator

342 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database

343 of the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the

344 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of

345 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written

346 inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

347

348 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property

349 is available at the FEMA website <https://msc.fema.gov/portal>.

350

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

352 the State of Louisiana.

353

354 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or

355 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this

356 Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.

357 **ADDITIONAL TERMS AND CONDITIONS:**

358 AC Land Title shall facilitate payment of the 2024 property tax bill.

359 Purchase is contingent on final approval and vote by Mandeville City Council

360 Felicity Kahn and Berkshire Hathaway Home Services Preferred, REALTORS are the Buyer's Agent and

361 Broker and are performing only ministerial acts for the seller.

362 Seller agrees to pay Buyer's Broker Berkshire Hathaway Homes Services, Preferred REALTORS \$3,500.00 at

363 Act of Sale.

364

365

366 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate

367 brokers to bring the parties together and make no warranty to either party for performance or non-performance

368 of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

369

370 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property

371 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and

372 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the

373 BUYER has or will independently investigate all conditions and characteristics of the Property which are

374 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a

BUYER'S Initials:   
BUYER'S Initials:

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BUYER'S Initials:

SELLER'S Initials:   
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SELLER'S Initials:



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

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

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

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

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

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

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

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

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

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

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

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

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



422 **EXPIRATION OF OFFER:**

423 This offer is binding and irrevocable until 08/12/2024 at 5:00 AM PM NOON.  
424 The Acceptance of this offer shall be communicated to the offering party by the deadline stated on line 423 to  
425 be binding and effective.

426   
427   
428  Buyer's/  Seller's Signature  Date/Time  Buyer's/  Seller's Signature  Date/Time

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

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

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

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

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

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

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

An independently owned and operated franchisee of BHH Affiliates, LLC

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

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



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

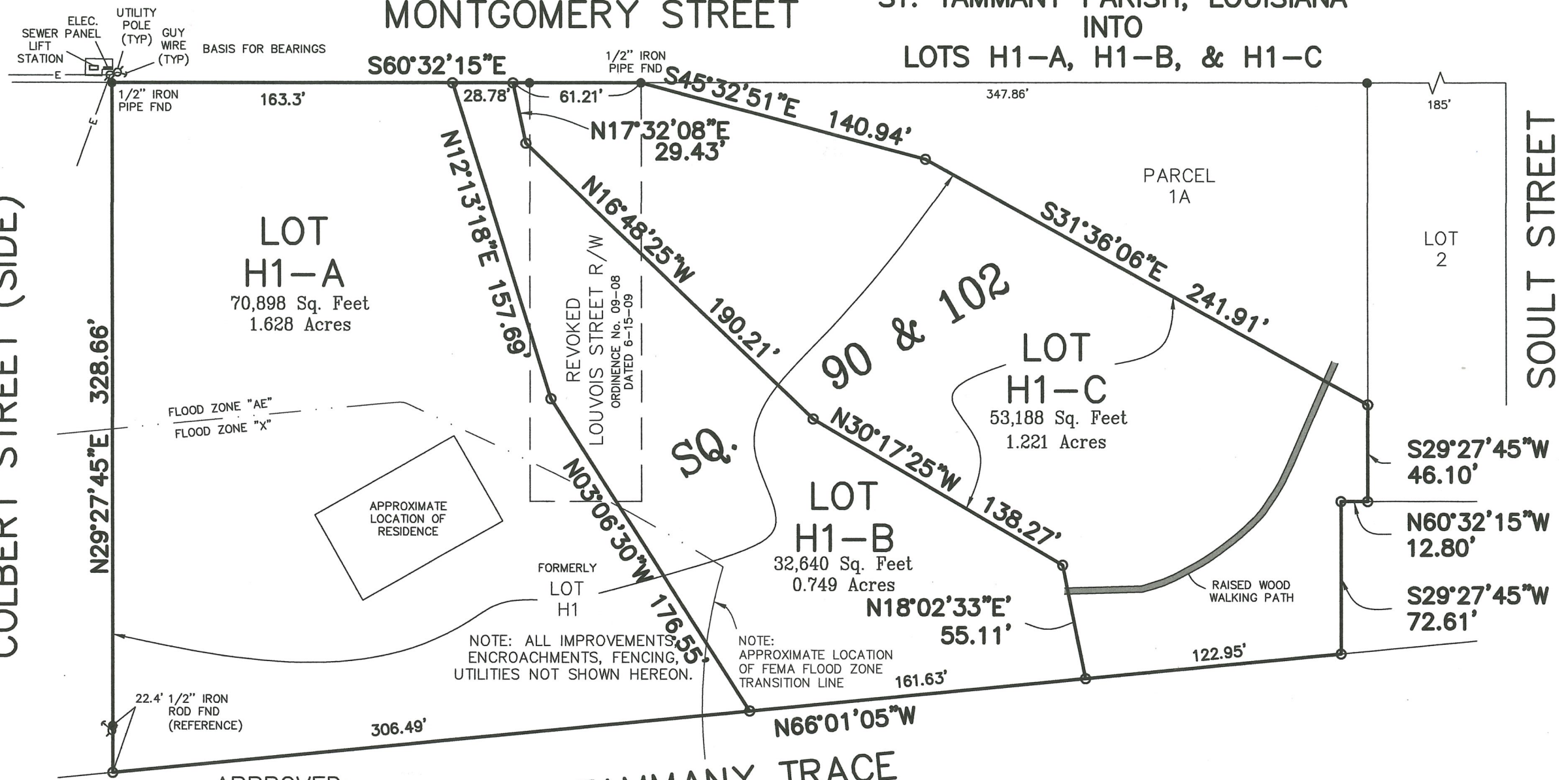
FIRM Panel# 2202020431D Rev. 5-16-2012

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

**MONTGOMERY STREET**

**COLBERT STREET (SIDE)**

**SOULT STREET**



**LEGAL DESCRIPTION LOT H1-A**

COMMENCE AT THE INTERSECTION OF WESTERN RIGHT OF WAY LINE OF SOULT STREET AND THE SOUTHERN RIGHT OF WAY LINE OF MONTGOMERY STREET AND GO N60°32'15"W A DISTANCE OF 622.85' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING GO THENCE SOUTH 12 DEGREES 13 MINUTES 18 SECONDS WEST, 157.69 FEET; THENCE SOUTH 03 DEGREES 06 MINUTES 30 SECONDS EAST, 176.55 FEET; THENCE NORTH 66 DEGREES 01 MINUTES 05 SECONDS WEST, 306.48 FEET; THENCE NORTH 29 DEGREES 27 MINUTES 45 SECONDS EAST, 328.66 FEET; THENCE SOUTH 60 DEGREES 32 MINUTES 15 SECONDS EAST, 163.30 FEET, BACK TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION LOT H1-B**

COMMENCE AT THE INTERSECTION OF WESTERN RIGHT OF WAY LINE OF SOULT STREET AND THE SOUTHERN RIGHT OF WAY LINE OF MONTGOMERY STREET AND GO N60°32'15"W A DISTANCE OF 594.08' TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING GO SOUTH 17 DEGREES 32 MINUTES 08 SECONDS WEST, 29.43 FEET; THENCE SOUTH 16 DEGREES 48 MINUTES 25 SECONDS EAST, 190.21 FEET; THENCE SOUTH 30 DEGREES 17 MINUTES 25 SECONDS EAST, 138.27 FEET; THENCE SOUTH 18 DEGREES 02 MINUTES 33 SECONDS WEST, 55.11 FEET; THENCE NORTH 66 DEGREES 01 MINUTES 05 SECONDS WEST, 161.63 FEET; THENCE NORTH 03 DEGREES 06 MINUTES 30 SECONDS WEST, 176.55 FEET; THENCE NORTH 12 DEGREES 13 MINUTES 18 SECONDS EAST, 157.69 FEET; THENCE SOUTH 60 DEGREES 32 MINUTES 15 SECONDS EAST, 28.78 FEET, BACK TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION LOT H1-C**

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

FROM THE POINT OF BEGINNING GO SOUTH 45 DEGREES 32 MINUTES 51 SECONDS EAST, 140.94 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 06 SECONDS EAST, 241.91 FEET; THENCE SOUTH 29 DEGREES 27 MINUTES 45 SECONDS WEST, 46.10 FEET; THENCE NORTH 60 DEGREES 32 MINUTES 15 SECONDS WEST, 12.80 FEET; THENCE SOUTH 29 DEGREES 27 MINUTES 45 SECONDS WEST, 72.61 FEET; THENCE NORTH 66 DEGREES 01 MINUTES 05 SECONDS WEST, 122.95 FEET; THENCE NORTH 18 DEGREES 02 MINUTES 33 SECONDS EAST, 55.11 FEET; THENCE NORTH 30 DEGREES 17 MINUTES 25 SECONDS WEST, 138.27 FEET; THENCE NORTH 16 DEGREES 48 MINUTES 25 SECONDS WEST, 190.21 FEET; THENCE NORTH 17 DEGREES 32 MINUTES 08 SECONDS EAST, 29.43 FEET; THENCE SOUTH 60 DEGREES 32 MINUTES 15 SECONDS EAST, 61.21 FEET, BACK TO THE POINT OF BEGINNING.

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

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

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

APPROVED:  
  
 MAYOR OF THE CITY OF MANDEVILLE  
  
 CHAIRMAN OF PLANNING COMMISSION

\_\_\_\_\_  
 CITY ENGINEER OR PUBLIC WORKS DIRECTOR

\_\_\_\_\_  
 PLANNING DIRECTOR

\_\_\_\_\_  
 CLERK OF COURT

\_\_\_\_\_  
 DATE FILED

\_\_\_\_\_  
 FILE NO.



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

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

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

**Randall W. Brown & Associates, Inc.**  
 Professional Land Surveyors  
 228 W. Causeway Approach, Mandeville, LA 70448  
 (985) 624-5368 FAX (985) 624-5309  
 info@brownsurveys.com

Date: NOVEMBER 6, 2023  
 Survey No. 23573  
 Project No. A23573.TXT

Scale: 1" = 60' ±  
 Drawn By: J.E.D.  
 Revised: 3-12-24



# INVOICE

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

<b>TO:</b>	
City of Mandeville	
Telephone Number:	Fax Number:
Alternate Number:	E-Mail:

## DESCRIPTION

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

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

Vacant Land Appraisal	450.00
<b>SUBTOTAL</b>	
	450.00

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

<b>Check #:</b>	<b>Date:</b>	<b>Description:</b>	
<b>Check #:</b>	<b>Date:</b>	<b>Description:</b>	
<b>Check #:</b>	<b>Date:</b>	<b>Description:</b>	
<b>SUBTOTAL</b>			0.00

<b>TOTAL DUE</b>			<b>\$ 450.00</b>
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**Metro Appraisal Services, L.L.C.**



**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

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

**FOR:**

City of Mandeville

**AS OF:**

01/22/2024

**BY:**

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



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

ATTN: City of Mandeville

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

Dear: City of Mandeville

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

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

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

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

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

**\$140,000.00**

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

Respectfully submitted,

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

LAND APPRAISAL REPORT

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

CLIENT AND PROPERTY IDENTIFICATION

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

CONTRACT ANALYSIS

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

NEIGHBORHOOD DESCRIPTION

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

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

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

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

SITE DESCRIPTION

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

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

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

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

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

# LAND APPRAISAL REPORT

File No.: P01222439

Loan No.:

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

## COMPARABLE SALES

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

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

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

Data Sources: GSREIN/Clerk of Court

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

Data Sources: GSREIN/Clerk of Court

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

Data Sources: GSREIN/Clerk of Court

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

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

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

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

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

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

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

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

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

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

# LAND APPRAISAL REPORT

File No.: P01222439

Loan No.:

## PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s):  Detached:  Attached:

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

Legal Name of Project: \_\_\_\_\_

Total number of phases: \_\_\_\_\_ Total number of units: \_\_\_\_\_ Total number of units sold: \_\_\_\_\_

Total number of units rented: \_\_\_\_\_ Total number of units for sale: \_\_\_\_\_ Data sources: \_\_\_\_\_

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion: \_\_\_\_\_

Does the project contain any multi-dwelling units?  Yes  No Data Source: \_\_\_\_\_

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion: \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

## CERTIFICATIONS AND LIMITING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

## LAND APPRAISAL REPORT

### CERTIFICATIONS AND LIMITING CONDITIONS (continued)

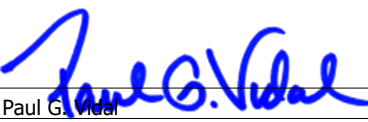
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood,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

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

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

### SIGNATURES

**APPRAISER**

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

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Date of Signature: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

**SUBJECT PROPERTY**

Did not inspect subject property  
 Did inspect exterior of subject property from at least the street  
 Date of Inspection: \_\_\_\_\_

**COMPARABLE SALES**

Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection: \_\_\_\_\_

# Supplemental Addendum

File No. P01222439

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

## Subject Property

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

## Wetland Research

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

## Purpose

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

## Scope of Work

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

## Extent to Which Property is Identified

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

## Extent To Which the Property is Inspected

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

## Type and Extent of Data Research

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

## Type and Extent of Analysis Applied

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

## Comparable Selection & Final Reconciliation

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

## Format Explanation

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

## Real Property and Value Definition

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

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

## Appraisal Process

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

## Intended User & Use

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

# Supplemental Addendum

File No. P01222439

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

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

## Site & Neighborhood

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

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

## Highest and Best Use

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

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

## Reasonable Exposure Time

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

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

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

## Comparables Sales Analysis

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

## Flood Zone Description

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

## Adverse Environmental Conditions

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

## Digital Signatures

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

## Privacy Notice:

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



## Subject Photo Page

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



### Subject Front

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



### Subject Street



### Subject Street

## Photograph Addendum

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



**Subject Property**



**Subject Property (north view)**



**Subject Property (south east view)**



**Trace**

## Appraisal Independence Certification

**Subject Property Address**

Lot H1-2 Montgomery St  
 Mandeville, LA 70448

**Legal Description**

PARCEL H1 SQ 90 & SQ 102 MANDEVILLE

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

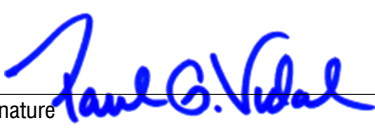
a la mode, inc., certifies that the ordering and delivery of the above referenced appraisal report, the ("REPORT"), was completed using the proprietary workflow and policies of the Mercury Network vendor management platform. The following specific features were used for this order.

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

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

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

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

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

File No. P01222439

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

This report was prepared under the following USPAP reporting option:

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

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

Reasonable Exposure Time

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

Additional Certifications

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

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

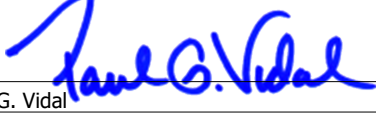
Additional Comments

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

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

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

APPRAISER:

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

SUPERVISORY APPRAISER: (only if required)

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

**R1371**

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

# Louisiana Real Estate Appraisers Board

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

## Certified Residential Appraiser

license is hereby granted to

**Paul G. Vidal**

License Number - APR.01371-CRA

First Issuance Date - 01/01/2024

Expiration Date - 12/31/2025

*F. Tracy Wilkinson*

Chairperson

*Terry L. Meyer*

Secretary



# Marshall & Swift

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



## Product Certificate

Certification # 2611759

This Certificate Verifies That

### Paul Vidal

Valued Customer Since : 2007

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

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

  
\_\_\_\_\_  
Steve Brewer, Executive, Insurance & Spatial

  
\_\_\_\_\_  
Alberto Negron, Professional, Client Training

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**E & O**

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



Real Estate Agents  
Errors and Omissions Policy

**Declarations**

Agency	Branch	Prefix	Policy Number
078990	969	REO	27613056623

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

**1. NAMED INSURED AND MAILING ADDRESS:**

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

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

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

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

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

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

<b>6. PREMIUM</b>	\$2,853
Total Premium:	\$2,853.00

**Total Premium INSTALLMENT PAYMENT SCHEDULE**

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

**7. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

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

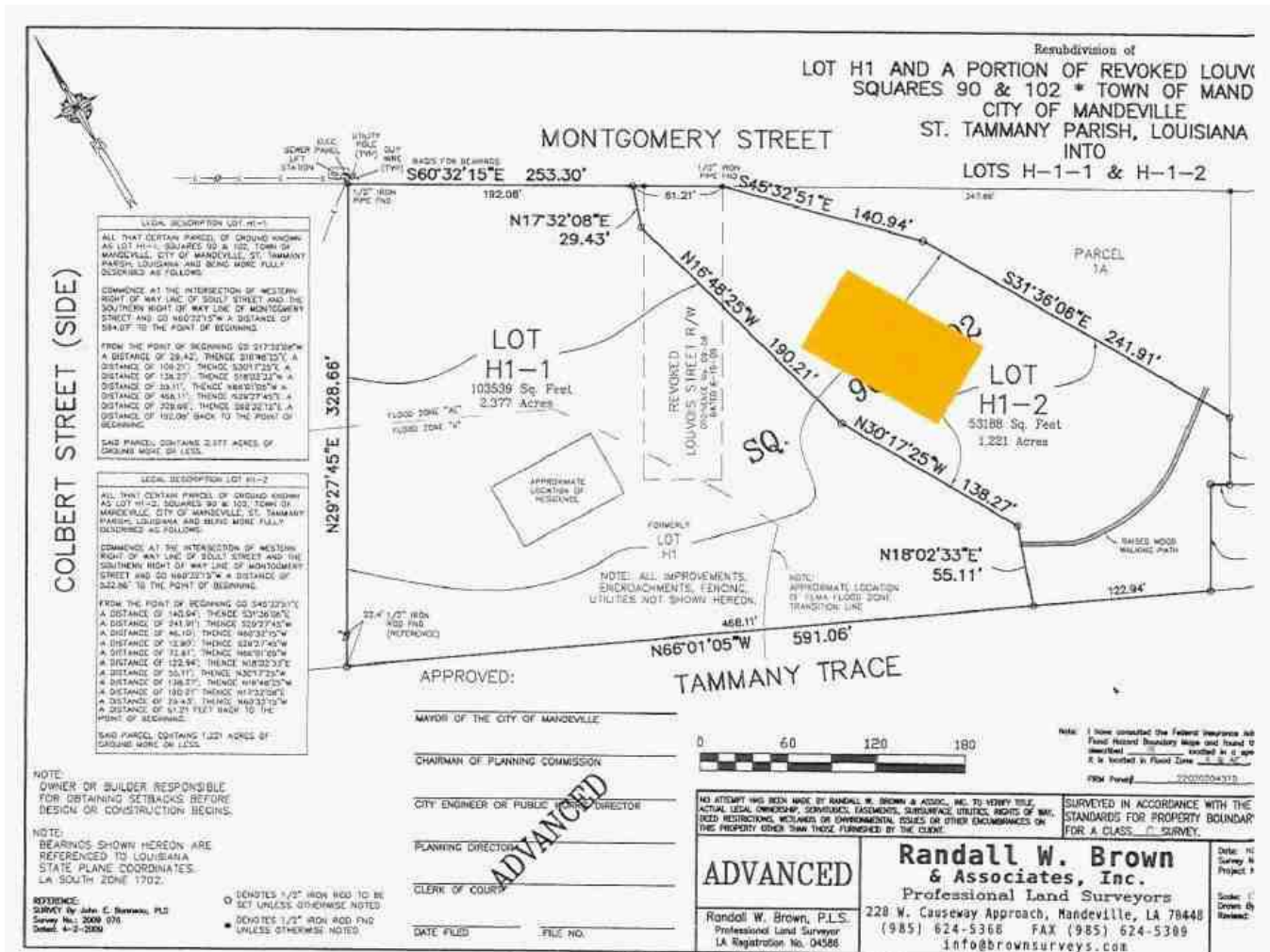
G-44533-B

I - 1328633 B - 024208

*Kathleen W. Curry*  
Countersigned by Authorized Representative

# Survey

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





# Zoning

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

The screenshot displays the City of Mandeville GIS interface. The top navigation bar includes the city logo, the title "CITY OF MANDEVILLE GEOGRAPHIC INFORMATION SYSTEM", and several tool icons: Data Filter, Map Query, Draw, Elevation Profile, and Print. A search bar with the placeholder text "USE DROPDOWN FOR SEARCH OPTIONS" is located in the top right.

On the left side, the "MAP LAYERS" panel lists various map features with checkboxes. The "Zoning" layer is selected and highlighted in blue. Other layers include Address Point, Lots, Parcels, Historic District Structures, Buildings, Squares, Drainage Overlay District and Fill Sub-Area, Lakefront Overlay, Gateway Overlay, Historic District, Land Use, Elevation & Geodetic, FEMA Floodplain, and World Imagery.

The main map area shows a street grid with "MONTGOMERY ST" labeled. A yellow pop-up window is centered over a parcel, displaying the following information:

**R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT**

Zoom to

**ZONING INFORMATION**

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

At the bottom right of the map, a small box indicates "Selected features: 1".

On the right side, the "LEGEND" panel is partially visible, showing a list of zoning codes with corresponding color swatches: R-1, R1X50, R1X53, R1X60, R1X72, R1X75, R1X80, R1X8A, R-2, O/R, B-1, B-2, and B-3.

## Taxes

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

### Owner Information

Owner Name 1:	<b>Rathe David J</b>	Tax Billing Zip:	<b>70448</b>
Owner Name 2:	<b>Rathe Marie D</b>	Tax Billing Zip+4:	<b>5458</b>
Mailing Address:	<b>1124 Montgomery St</b>	Owner Occupied:	<b>0</b>
Tax Billing City & State:	<b>Mandeville La</b>		

### Location Information

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

### Estimated Value

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

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

### Tax Information

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

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

### Assessment & Taxes

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

### Characteristics

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

### Last Market Sale

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

# Wetlands

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

**National Wetlands Inventory**  
surface waters and wetlands

ABOUT GET DATA PRINT FIND LOCATION

BASEMAPS >

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

MAP LAYERS >

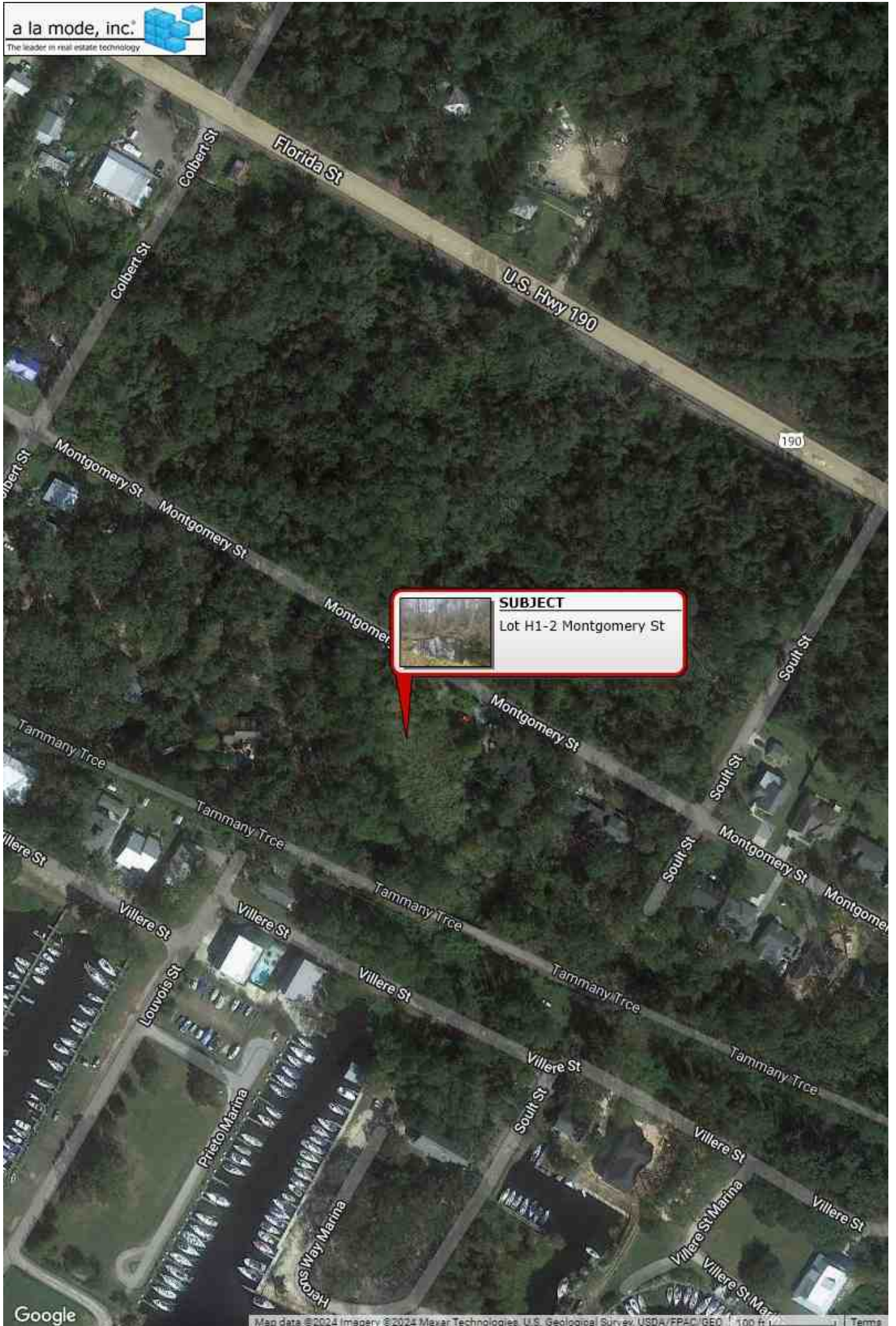
- Wetlands
- Riparian
- Riparian Mapping Areas
- Data Source
  - Source Type
  - Image Scale
  - Image Year
- Areas of Interest
- FWS Managed Lands

1:2,257  
30.355 | -90.045

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

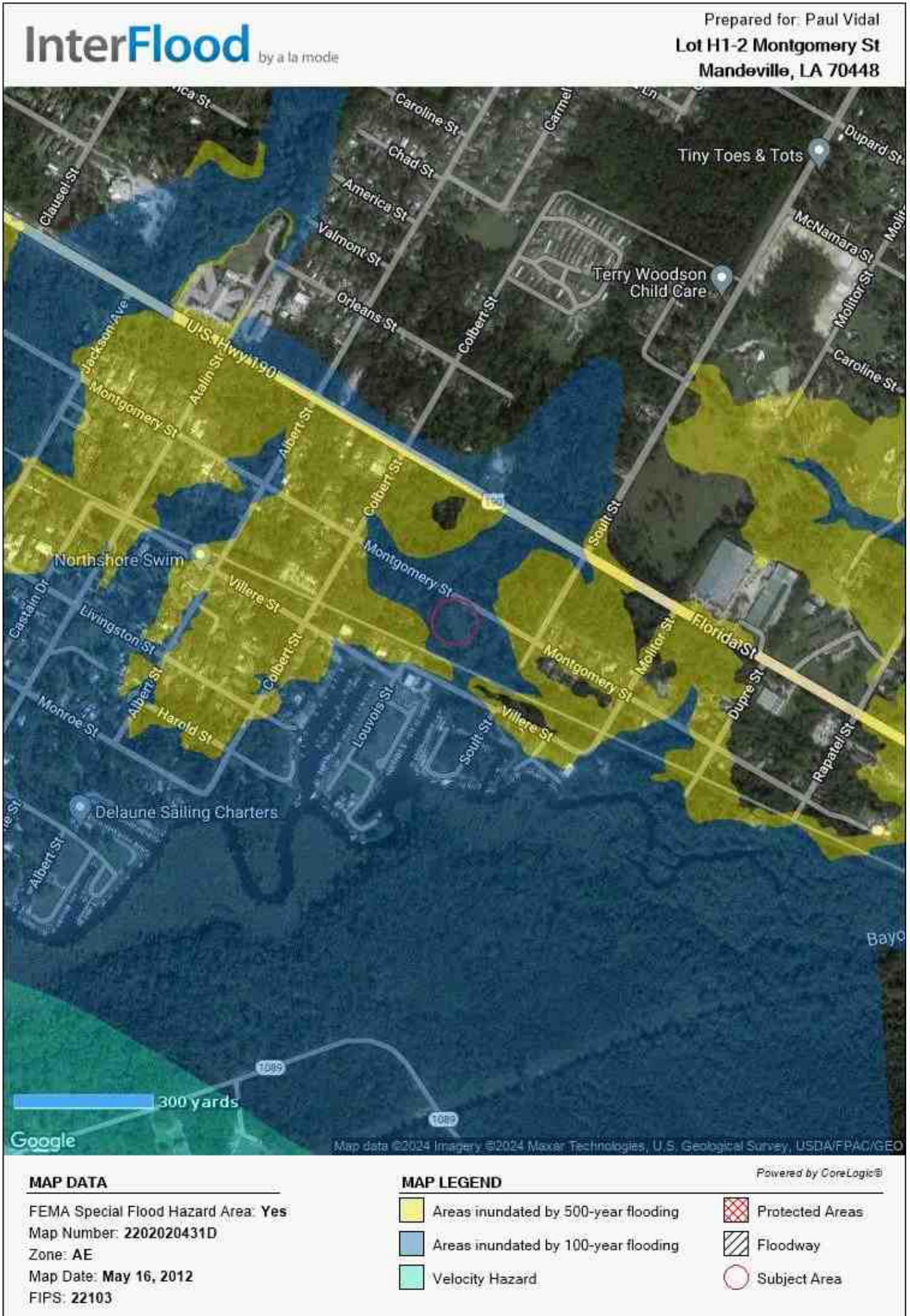
# Location Map

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



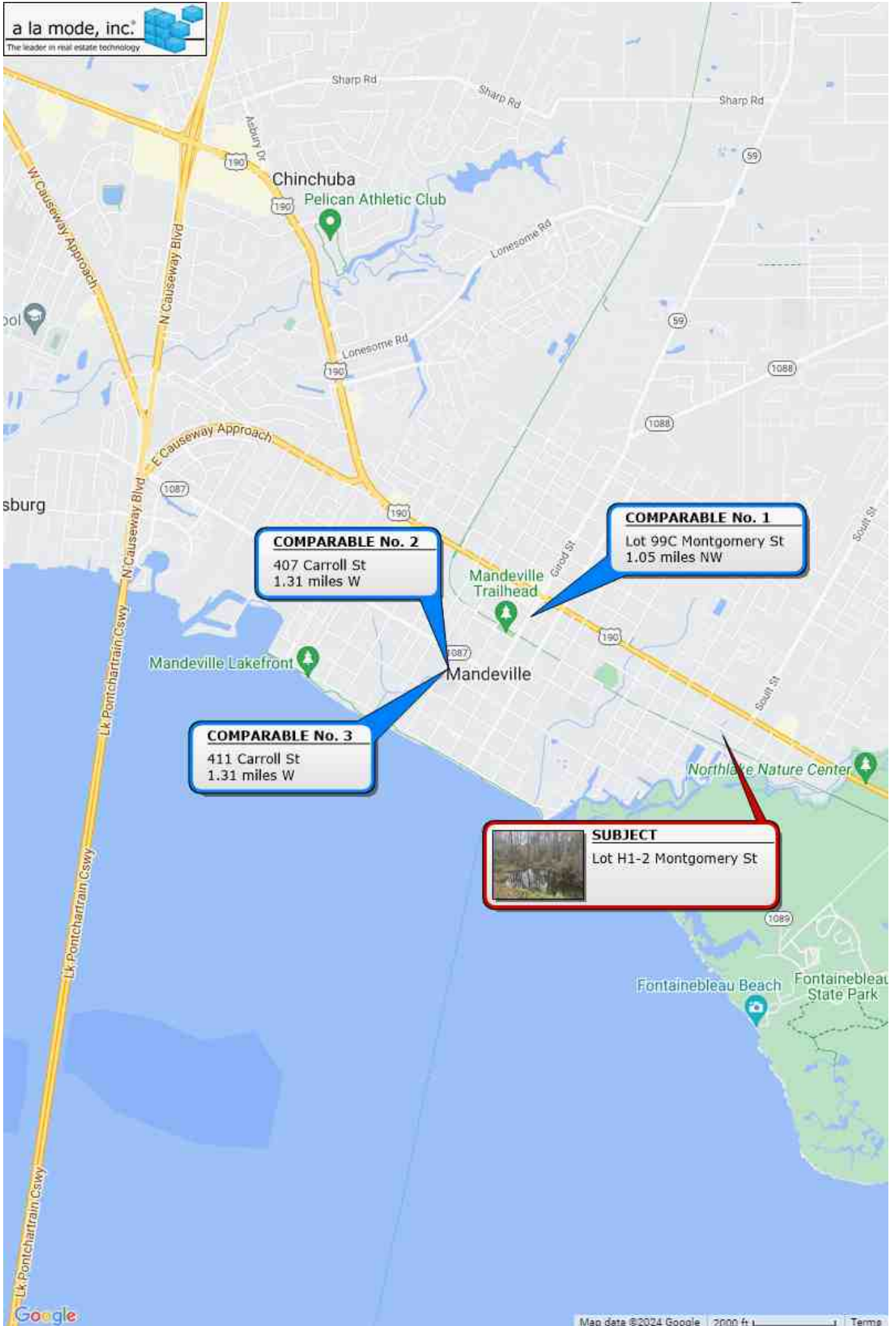
# Flood Map

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



## Location Map

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



Lot H1-C Montgomery St., Mandeville, LA 70448  
 Property address, street, city, state, zip

**ADDENDUM**

1 The following terms are added to the Louisiana Residential Agreement to Buy or Sell  
 2 dated 08/01/2024 (the "Agreement") between Buyer and Seller  
 3 attached hereto. If any of the terms on this Addendum vary or conflict with  
 4 the preprinted portions of the Agreement, the terms of this Addendum shall control.

6 **REFERENCE LINE NUMBERS FOR EACH POINT FROM AGREEMENT**

7 LEGAL DESCRIPTION:

8 COMMENCE AT THE INTERSECTION OF WESTERN RIGHT OF WAY LINE OF SOULT STREET AND THE SOUTHERN RIGHT  
 9 OF WAY LINE OF MONTGOMERY STREET AND GO N60°32'15"W A DISTANCE OF 532.86' TO THE POINT OF BEGINNING.  
 10 FROM THE POINT OF BEGINNING GO SOUTH 45 DEGREES 32 MINUTES 51 SECONDS EAST, 140.94 FEET; THENCE  
 11 SOUTH 31 DEGREES 36 MINUTES 06 SECONDS EAST, 241 .91 FEET; THENCE SOUTH 29 DEGREES 27 MINUTES 45  
 12 SECONDS WEST, 46.10 FEET; THENCE NORTH 60 DEGREES 32 MINUTES 15 SECONDS WEST, 12.80 FEET; THENCE  
 13 SOUTH 29 DEGREES 27 MINUTES 45 SECONDS WEST, 72.61 FEET; THENCE NORTH 66 DEGREES 01 MINUTES 05  
 14 SECONDS WEST, 122.95 FEET; THENCE NORTH 18 DEGREES 02 MINUTES 33 SECONDS EAST, 55.11 FEET; THENCE  
 15 NORTH 30 DEGREES 17 MINUTES 25 SECONDS WEST, 138.27 FEET; THENCE NORTH 16 DEGREES 48 MINUTES 25  
 16 SECONDS WEST, 190.21 FEET; THENCE NORTH 17 DEGREES 32 MINUTES 08 SECONDS EAST, 29. 43 FEET; THENCE  
 17 SOUTH 60 DEGREES 32 MINUTES 15 SECONDS EAST, 61.21 FEET, BACK TO THE POINT OF BEGINNING.

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43 X Sign Seller's Full Name (First, Middle, Last) Sign Seller's Full Name (First, Middle, Last)

44 David Rathe Marie Rathe

45 Print Seller's Full Name Print Seller's Full Name

46

47 Day Date Time AM / PM Day Date Time AM / PM

48

49

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51 X Sign Buyer's Full Name (First, Middle, Last) Sign Buyer's Full Name (First, Middle, Last)

52

53 Print Buyer's Full Name Print Buyer's Full Name

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56 Day Date Time AM / PM Day Date Time AM / PM

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

**ORDINANCE NO. 24-26**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NO. 23-27, THE OPERATING BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH.**

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

**WHEREAS**, an amendment to the Operating Budget adopted for fiscal year 2023-2024, Ordinance Number 23-27, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2023-2024 City of Mandeville Operating Budget; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Operating Budget ordinance for fiscal year 2023-2024, Ordinance Number 23-27, is hereby amended to include the budget amendments as set forth on the attached Exhibit A – FY24 3<sup>rd</sup> Quarter Budget Adjustment, incorporated as a part hereof, and be adopted for the 2023-2024 Fiscal Year Operating Budget.

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

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

\_\_\_\_\_  
Scott Discon  
Council Chairman



Exhibit A  
 FY24 3rd Quarter Budget Adjustment

ERP Code	Description	Current Budget	Increase	Decrease	Revised Budget
<b>General Fund Revenues</b>					
101000-30800	Franchise Taxes	1,091,279		104,973	986,306
10000-31200	Miscellaneous Income	492,400		170,198	322,202
10000-31900	DMV	52,535		6,447	46,088
10000-32200	Grant Income	2,000,000		2,000,000	0
10000-32700	Sale of Plots and Crypts	30,000		20,000	10,000
10000-34100	Sale of Property	15,000		15,000	0
10000-34400	Community Center	10,000		4,190	5,810
10000-34600	Emergency Income	6,533,000		6,533,000	0
10000-34601	Elevations Income	100,000		100,000	0
10000-90600	Transfer Special Sales Tax	3,820,000		1,820,000	2,000,000
				<u>10,773,808</u>	
<b>Enterprise Fund Revenues</b>					
20000-33300	Water Impact Fees	28,524		18,524	10,000
20000-33600	Water Tapping Fees	16,000		5,000	11,000
20000-35300	Sewer Tapping Fees	7,500		4,000	3,500
20000-35400	Sewer Inspection Fees	733		433	300
20000-35500	Sewer Impact Fees	23,457		16,457	7,000
20000-90400	Trans from Special Sales Tax	1,545,000		1,545,000	0
				<u>1,589,414</u>	
<b>Enterprise Fund Expenditures</b>					
20211-48400	Plant Maintenanc	30,000	45,000		75,000
20211-49300	Emergency Repairs	5,000	475,000		480,000
20212-43200	Building Maintenance	0	5,300		5,300
20212-48400	Plant Maintenanc	80,000	160,000		240,000
			<u>685,300</u>		
<b>Tax Collector Fund Revenues</b>					
30000-30500	Interest Collected-Del. Bills	3,500		3,500	0
				<u>3,500</u>	
<b>Tax Collector Fund Expenditures</b>					
30000-49000	Billing Supplies & Exp.	30,000		30,000	0
				<u>30,000</u>	

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

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**ORDINANCE NO. 24-27**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NO. 17-28 WHICH ESTABLISHED SECTION 2-5 OF CHAPTER 2 OF THE MANDEVILLE CODE OF ORDINANCES RELATIVE TO THE COMPENSATION OF THE CLERK OF THE COUNCIL FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City of Mandeville's current Code of Ordinances requires to be amended to provide for the compensation of the clerk of the council;

**WHEREAS** Ordinance No. 17-28 established Section 2-5 of the Mandeville Code of Ordinances;

**WHEREAS** Section 2-5 was redesignated as 2-7; and

**WHEREAS** the City Council of Mandeville desires to modify Section 2-7 of Chapter 2 of the City of Mandeville Code of Ordinances to read as follows:

Section 2.7 ~~Council clerk~~ Clerk of the council compensation

- (a) ~~Each year on or about August 1<sup>st</sup> a review and~~ An annual evaluation of the Clerk of the Council shall be ~~made of the council clerk~~ completed. ~~And the council shall determine the compensation and any appropriate changes in compensation of the council clerk for the next year.~~
- (b) The Clerk of the Council ~~Council clerk~~ shall be eligible to receive city-sponsored health benefits, supplemental benefits, and retirement benefits. The Clerk of the Council's employee-paid contribution amounts shall be equivalent to the employee-paid contribution amounts that is afforded to other full-time City of Mandeville employees; ~~salary plus supplemental; health benefits; retirement and any other benefit commensurate with the other salaried employees of the City of Mandeville;~~
- (c) ~~Council shall review and vote upon the yearly evaluations and salary adjustments, as they deem appropriate;~~ Salary of the Clerk of the Council shall be established annually in the City of Mandeville's operating budget.
- (d) ~~Effective September 1, 2017 for fiscal year 2017-2018 and thereafter the salary of the clerk shall be established in the operating budget for the City of Mandeville.~~

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that Section 2-7 of the City of Mandeville Code of Ordinances be amended to:

Section 2.7 Clerk of the council compensation

- (a) An annual evaluation of the Clerk of the Council shall be completed;
- (b) The Clerk of the Council shall be eligible to receive city-sponsored health benefits, supplemental benefits, and retirement benefits. The Clerk of the Council's employee-paid

contribution amounts shall be equivalent to the employee-paid contribution amounts that is afforded to other full-time City of Mandeville employees;

- (c) Salary of the Clerk of the Council shall be established annually in the City of Mandeville's operating budget.
- (d) In the event of a new hire or other special circumstances, the City Council may also set the Clerk of the Council's salary through an ordinance, separate from the operating budget.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

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

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Alex Weiner  
Interim Clerk of Council

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Scott Discon  
Council Chairman