

**Ord 24-41**

**THE FOLLOWING RESOLUTION WAS SPONSORED BY COUNCIL MEMBER ZUCKERMAN; MOVED BY COUNCIL MEMBER \_\_\_\_\_ AND SECONDED BY COUNCIL MEMBER \_\_\_\_\_.**

**ORDINANCE NO. 24-41**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NO. 24-23, THE CAPITAL 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 Capital Budget adopted for fiscal year 2024-2025, Ordinance Number 24-23, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2024-2023 City of Mandeville Capital Budget; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2024-2025, Ordinance Number 24-23, is hereby amended to include the budget amendments as set forth on the attached Exhibit A – FY 2025 Budget Amendment #5, incorporated as a part hereof, and be adopted for the 2024-2025 Fiscal Year Capital Budget.

**BE IT FURTHER ORDAINED**, that in all other respects the 2024-2025 Capital Budget adopted shall remain in full force and effect.

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

AYES:  
NAYS:  
ABSTENTIONS:  
ABSENT:

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

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

FY 2025 Budget Amendment #5  
 Exhibit A

		Project Number	Project Name	Current Year Budget	Proposed Change	Revised Current Year Budget	Prior Year Appropriations	Total Project Budget Appropriations	Funding Source
<u>Capital Streets Expenditures</u>									
70000-49000	Construction - Streets	700.21.004	Highway 22 Drainage	-	3,000,000	3,000,000	12,000,000	15,000,000	District 3 Sales Tax Fund

**Hwy 22 Drainage Improvements**  
**Opinion of Probable Construction Cost - 100% Final Submittal**  
**11/1/2024**

Item	Item Description	Units	Quantity	Unit Price	Amount
201-01-00100	Clearing and Grubbing	SQYD	620	\$32.00	\$19,840.00
202-02-00050	Removal of Structures and Obstructions	LUMP	1	\$31,250.00	\$31,250.00
202-02-02000	Removal of Asphalt Drives	SQYD	296	\$23.00	\$6,808.00
202-02-02020	Removal of Asphalt Pavement	SQYD	15	\$14.50	\$217.50
202-02-06040	Removal of Concrete Box Headwall	EACH	5	\$4,840.00	\$24,200.00
202-02-06060	Removal of Concrete Catch Basin	EACH	20	\$1,100.00	\$22,000.00
202-02-06100	Removal of Concrete Walks and Drives	SQYD	3766.9	\$27.00	\$101,706.30
202-02-06140	Removal of Curbs (Conc.)	LNFT	831	\$16.00	\$13,296.00
202-02-12020	Removal of Fence (Chain Link)	LNFT	2442	\$12.50	\$30,525.00
202-02-32140	Removal of Pipe (Storm Drain)	LNFT	2299	\$29.00	\$66,671.00
203-03-00100	Embankment	CUYD	1380	\$37.00	\$51,060.00
402-01-00100	Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement)	CUYD	703	\$141.00	\$99,123.00
502-01-00200	Asphalt Concrete, Drives, Trunouts and Misc.	TON	85	\$190.00	\$16,150.00
701-03-01042	Storm Drain Pipe (24" RCP)	LNFT	366	\$218.00	\$79,788.00
701-03-01062	Storm Drain Pipe (30" RCP)	LNFT	281	\$205.00	\$57,605.00
701-03-01082	Storm Drain Pipe (36" RCP)	LNFT	2036	\$325.00	\$661,700.00
701-03-01092	Storm Drain Pipe (42" RCP)	LNFT	202	\$374.00	\$75,548.00
701-03-01102	Storm Drain Pipe (48" RCP)	LNFT	1987	\$482.00	\$957,734.00
701-03-01160	Storm Drain Pipe (72" RCP)	LNFT	4374	\$950.00	\$4,155,300.00
701-04-02140	Storm Drain Pipe Arch (54" Equiv. RCPA)	LNFT	380	\$857.00	\$325,660.00
701-04-02160	Storm Drain Pipe Arch (60" Equiv. RCPA)	LNFT	889	\$938.00	\$833,882.00
701-04-02180	Storm Drain Pipe Arch (72" Equiv. RCPA)	LNFT	675	\$825.00	\$556,875.00
701-05-01001	Side Drain Pipe (12"RCP)	LNFT	5	\$45.00	\$225.00
701-05-01022	Side Drain Pipe (15"RCP)	LNFT	18	\$119.00	\$2,142.00
701-10-01060	Reinforced Concrete Pipe (Extension) (24")	LNFT	8	\$400.00	\$3,200.00
701-12-01060	Corrugated Metal Pipe (Extension) (24")	LNFT	21	\$332.00	\$6,972.00
701-16-01040	Plastic Pipe (Extension) (18" CPP)	LNFT	18	\$250.00	\$4,500.00
701-17-00100	Trench Excavation Safety Protection (>5')	LNFT	5850	\$15.00	\$87,750.00
702-02-00200	Manholes (R-CB-11)	EACH	1	\$5,800.00	\$5,800.00
702-03-00100	Catch Basins (CB-01)	EACH	34	\$6,970.00	\$236,980.00
702-03-01100	Catch Basins (CB-SD02)	EACH	5	\$11,600.00	\$58,000.00
702-03-00200	Catch Basins (CB-02)	EACH	66	\$8,690.00	\$573,540.00
702-08-00300	Side Drain Safety End (Type 3)	EACH	1	\$14,000.00	\$14,000.00
706-01-00100	Concrete Walk (4" Thick)	SQYD	6	\$85.00	\$510.00
706-01-00300	Concrete Walk (6" Thick)	SQYD	1557.6	\$160.00	\$249,216.00
706-02-00300	Concrete Drive (8" Thick)	SQYD	3028	\$150.00	\$454,200.00
707-01-00100	Concrete Curb	LNFT	831	\$50.00	\$41,550.00
710-01-00100	Flowable Fill	CUYD	126	\$340.00	\$42,840.00
713-01-00100	Temporary Signs & Barricades	LUMP	1	\$150,000.00	\$150,000.00
726-01-00100	Bedding Material	CUYD	1834	\$130.00	\$238,420.00
727-01-00100	Mobilization	LUMP	1	\$625,000.00	\$625,000.00
728-01-00800	Jacked or Bored Pipe (16")	LNFT	150	\$890.00	\$133,500.00
728-01-01350	Jacked or Bored Pipe (48")	LNFT	308	\$2,625.00	\$808,500.00
728-01-01500	Jacked or Bored Pipe (60")	LNFT	119	\$3,000.00	\$357,000.00
729-01-00103	Sign (Type A) (Relocate)	EACH	11	\$58.00	\$638.00
731-02-00100	Reflectorized Raised Pavement Marker	EACH	2	\$8.00	\$16.00
732-01-01000	Plastic Pavement Striping (4" Width)(Thermoplastic 90 MIL)	LNFT	145	\$4.00	\$580.00
739-01-00100	Hydro-Seeding	AC	7.4	\$3,550.00	\$26,270.00
740-01-00100	Construction Layout	LUMP	1	\$25,000.00	\$25,000.00



Item	Item Description	Units	Quantity	Unit Price	Amount
741-20-00100	Water Main (8" PVC)	LNFT	100	\$170.00	\$17,000.00
741-20-01080	Water Main (6" PVC)	LNFT	5	\$125.00	\$625.00
741-20-01160	Water Main (16" PVC)	LNFT	640	\$220.00	\$140,800.00
741-21-00800	Gate Valve (16")	EACH	2	\$30,000.00	\$60,000.00
741-33-00100	Adjust Service Connections (20' or Less)	EACH	1	\$3,125.00	\$3,125.00
NS-201-00001	Tree & Stump Removal (<=36" Diameter)	EACH	55	\$2,940.00	\$161,700.00
NS-500-00340	Saw Cutting Asphalt Concrete Pavement	INLF	470	\$1.50	\$705.00
NS-600-00220	Saw Cutting Portland Cement Concrete Pavement	INLF	7352	\$2.20	\$16,174.40
NS-705-00006	Polymer Chain Link Fence (5-Foot Height)	LNFT	2442	\$15.00	\$36,630.00
TS-741-00100	Fire Hydrant Assembly	EACH	1	\$12,500.00	\$12,500.00
<b>Sub-Total</b>					\$12,782,547
<b>10% Contingency</b>					\$1,278,255
<b>Total</b>					<b>\$14,060,802</b>

**Ord 24-44**

THE FOLLOWING ORDINANCE WAS SPONSORED BY \_\_\_\_\_; MOVED BY  
COUNCIL MEMBER \_\_\_\_\_; SECONDED BY COUNCIL MEMBER  
\_\_\_\_\_

**ORDINANCE NO. 24-44**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
REGULATING THE OPERATION OF MOTOR VEHICLES OR BOATS ON FLOODED  
PUBLIC STREETS, ROADS, OR HIGHWAYS WITHIN THE CITY OF MANDEVILLE  
AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, City of Mandeville resident safety is a priority, particularly during severe weather events;

**WHEREAS**, flooding on public roadways and highways within the City of Mandeville can create hazardous driving conditions, vehicle loss of control, roadway damage, threat to life and private property;

**WHEREAS**, the operation of vehicles and boats on flooded streets can interfere with emergency response efforts, obstruct critical infrastructure, and exacerbate flooding conditions by displacing water into neighboring areas;

**WHEREAS**, it is the intent of the City of Mandeville to reduce these situations by regulating the operation of vehicles and boats on flooded streets; and

**WHEREAS**, the City recognizes the need for clear, enforceable guidelines for the public to follow in case of flooding.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Mandeville hereby amends Section 10 of the City of Mandeville Code of Ordinances to add “Section 10- xx Operation of Motor Vehicles or Boats on Public Streets, Roads, or Highways that are Flooded” to read as follows:

**Section 10-XX Operation of Motor Vehicles or Boats on Streets, Public Roads, or Highways**

(a) No person shall operate a motor vehicle or boat on a public street, road, or highway or any portion thereof that is flooded as defined in subsection (b) except as may be allowed by subsection (c), (d) or (e) herein.

(b) A street shall be considered to be flooded when covered by water from the crown or centerline of the street to the top of the curb or edge of the street; or at any time when water covering the surface or any part of the surface of the street also extends into the front yard area of properties adjacent to the street. For purposes of this section, "street" shall be construed to include all public streets, roads, highways and bridges within the City of Mandeville.

(c) Notwithstanding any provision of this section to the contrary, persons residing in homes or apartments or having places of business accessible only by a flooded street may only operate vehicles or boats on said street if: 1) there is no barricade placed by proper authorities across said street or the portion thereof to be driven upon; and 2) persons operating said vehicles maintain the lowest possible speed required to keep the vehicle moving while on the flooded area and do not create a wake which may cause damage or may aggravate damages to properties adjacent to the street.

(d) No person shall in any way tamper with, move, damage or destroy any barricades, signs or signals placed upon any street within the City by any department of the City, the Mandeville Police Department, or any authorized governmental agency in connection with any such street being flooded; nor shall any person disobey the instructions, signals, warnings or markings of any warning sign, signal or barricade in place on any such street which is flooded, unless at the time otherwise directed by a Mandeville police officer.

(e) The provisions of subsection (a) or (d) herein shall not apply to authorized vehicles or boats operated by City departments, emergency services, or law enforcement personnel for the preservation and protection of life or property.

(f) Whoever shall violate this section shall be fined under the penalty provisions under Section 1-9 for each violation.

**BE IT ORDAINED** that this ordinance shall be effective following the Mayor's signature;  
and

**NOW, THEREFORE, BE IT FURTHER ORDAINED** that the Clerk of this Council be and 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 \_\_\_\_\_, \_\_\_\_\_.

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Alicia Watts  
Clerk of Council

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Scott Discon  
Council Chairman

**Ord 24-45**

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER  
DISCON; MOVED BY COUNCIL MEMBER \_\_\_\_\_; SECONDED BY COUNCIL  
MEMBER \_\_\_\_\_**

**ORDINANCE NO. 24-45**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING  
DIVISIONS 11 OF APPENDIX C (FEES AND FINES) OF THE CITY OF  
MANDEVILLE CODE OF ORDINANCES AND PROVIDING FOR OTHER MATTERS  
IN CONNECTION THEREWITH**

**WHEREAS**, the City Council of Mandeville approved and codified Section 11-22 of the City of Mandeville Code of Ordinances, which allows the City to charge reasonable fees incurred as a result of any public records request and said fees are set forth in Division 11 of Appendix C of the City of Mandeville Code of Ordinances;

**WHEREAS**, the City Council desires to amend Division 11 of Appendix C (fee schedule) of the Code of Ordinances to proposed fee schedule changes to better reflect the costs incurred as a result of the requests for said records;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Mandeville, that Division 11 of Appendix C of the City of Mandeville Code of Ordinances be amended to read:

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the City Council of the City of Mandeville, that Appendix C, Fees and Fines of City of Mandeville Code of Ordinances be amended to read:

DIVISION 11

OFFENSES AND MISCELLANEOUS PROVISIONS

*Sec. 11-22. Public records request fee schedule*

(1)	Copies- black and white	<b>\$.50</b>	per page
(2)	Copies- color	<b>\$1.00</b>	per page
(3)	Maps	<b>\$5.00</b>	8.5 x 11
		<b>\$7.00</b>	8.5 x 14
		<b>\$10.00</b>	11 x 17
		<b>\$35.00</b>	30 x 40
		<b>\$25.00</b>	map on flash drive
(4)	CD/DVD reproduction	<b>\$15.00</b>	0-1 hour
		<b>\$20.00</b>	1-2 hours

		<b>\$25.00</b>	2-3 hours
		<b>\$30.00</b>	3-5 hours
		<b>\$35.00</b>	5-6 hours
(5)	Police incident reports, one to ten pages in length	<b>\$25.00</b>	Per report
	Police incident reports, more than ten pages in length	<b>\$1.00</b>	Per additional page
(6)	Accident report	<b>\$20.00</b>	Per report
(7)	Witness statements	<b>\$1.00</b>	Per page
(8)	Axon Body Cam/ in-car videos (email only)	<b>\$30.00</b>	Per video
(9)	Police investigation photographs	<b>\$1.00</b>	Each photograph
(10)	Letter of good conduct for visa or other purposes	<b>\$25.00</b>	Per letter
(11)	Fingerprint card	<b>\$25.00</b>	Per card
	Additional fingerprint card	<b>\$15.00</b>	Per additional card
(12)	911 Calls and radio traffic	<b>\$50.00</b>	Per incident number
(13)	Document transcription (at the then prevailing customary report rate; plus any additional funds needed)	<b>\$250.00</b>	Deposit plus final invoice
(14)	After-hours review and copying: if the amount of documents or records requested is too vast to reasonably & timely review, count and copy during normal working hours, the party making the request must contact the legal department to schedule a time and place for such after-hour review. There shall be a maximum three-hour after-work-hours appointment at the cost of two hundred fifty dollars (\$250.00) per appointment in order for the party to view the requested documents at city hall. Each after hour review shall be deemed separate for the purpose of payment. During such review(s), the party may designate a list of documents to be copied, and the city will prepare the documents and provide the requested documents as per law.		
(15)	It is specifically determined by the City that any document or material transferred to any media (i.e., such as more than one map transferred to digital CD/DVD media or flash drive), then each document transferred shall be considered as separate items. For example, three (3) one-page documents transferred to a CD shall be considered as three (3) pages at fifty cents (\$.050) plus the cost of media. The requesting party shall be responsible to pay the cost of each document transferred and		



	the hereinabove scheduled cost of the applicable media used.		
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**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon the signature of the Mayor.

**BE IT FURTHER ORDAINED** that the Clerk of this Council be, and 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:

NAYS:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

**Ord 24-46**

**THE FOLLOWING ORDINANCE WAS SPONSORED BY COUNCIL MEMBER VOGELTANZ; MOVED BY COUNCIL MEMBER \_\_\_\_\_, AND SECONDED BY COUNCIL MEMBER \_\_\_\_\_**

**ORDINANCE NO. 24-46**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE ESTABLISHMENT AND PURCHASE OF A DRAINAGE AND ACCESS SERVITUDE ON LOTS 1 & 2, LEWISBURG SUBDIVISION, CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Mandeville City Council authorized the Mayor to conduct a drainage study in Old Golden Shores and to retain High Tide Consultants, LLC to improve the primary outfall channel in Old Golden Shores Subdivision that runs from Elm Street to Lake Pontchartrain;

**WHEREAS**, it is the recommendation of the Department of Works to obtain a drainage and access servitude on Lots 1 and 2 of the Lewisburg Subdivision to improve that portion of the Old Golden Shores drainage which crosses the property bound by Esquinance Street on the north and Lake Pontchartrain on the south;

**WHEREAS**, the City obtained an appraisal from Murphy Appraisal Services for a 29,558 square foot servitude, and the appraisal dated November 22, 2024 estimated the fair market value of the servitude to be \$307,403.00. Total costs of the appraisal was \$1,600.00, and it is attached hereto as Exhibit A; and

**WHEREAS**, the City of Mandeville is desirous of obtaining the drainage and access servitude on said property as described above for the purpose of improving drainage for the surrounding areas; and

**WHEREAS**, the Owner of that certain real property, Live Oak Development, LLC, is desirous of granting a servitude to the City of Mandeville for a price of \$307,403.00; 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 Owner in order to purchase the servitude identified in the property description included in Exhibit B for an amount up to but not to exceed \$307,403.00, plus reasonable closing costs, if any, associated with said transaction, and said conveyance from Seller shall be free and clear of any encumbrances.

**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 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 \_\_\_\_th day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

NAME OF PROJECT: Old Golden Shores Drainage  
PARISH: St. Tammany Parish  
OWNER: Live Oak Development, LLC  
LDOTD REPORT TYPE: Form "A"  
USPAP REPORT TYPE: Appraisal Report

APPRAISAL REPORT OF CAPTIONED PROPERTY FOR:

Ms. Elizabeth S. Sconzert  
Blue Williams, LLC  
1060 West Causeway Approach  
Mandeville, Louisiana 70471

REPORT DATED  
November 22, 2024

BY:



Neal Scott Meyer, R/W-AC  
Murphy Appraisal Services, L.L.C.  
400 Poydras, Suite 1160  
New Orleans, Louisiana 70130  
Phone: (504) 274-2682  
Fax: (504) 274-2683



November 22, 2024

Ms. Elizabeth S. Sconzert  
Blue Williams, LLC  
1060 West Causeway Approach  
Mandeville, Louisiana 70471

Ms. Sconzert:

As per your request, the undersigned appraiser has inspected and analyzed the property identified by the captioned parcel number and ownership. The purpose of the effort is to estimate Real Estate Related Compensation to the owner for property which is to be acquired for the referenced project. **Real Estate Related Compensation consists of the combination of the value of property which is to be acquired, damages to any remaining property, and the effects of other real estate related quantifiable economic changes on the ownership.** This acquisition type valued in this analysis is a partial acquisition, therefore a remainder does exist. It has been determined that damages or a loss to the remainder of the owner's property could have resulted from this partial acquisition; therefore, a "before" the acquisition appraisal and "after" the acquisition appraisal is required in the body of this Appraisal Report.

***Purpose of the Appraisal:***

The purpose of this appraisal is to develop an opinion of compensation for property rights required from this ownership for construction of the referenced project (*Old Golden Shores Drainage*).

***Definition of Market Value:***

The Louisiana Supreme Court definition:

"Fair market value is 'defined as the price a buyer is willing to pay after considering all of the uses that the property may be put to where such uses are not speculative, remote or contrary to law.' Exxon Pipeline Co. v. Hill, 2000-2535 (La. 5/15/01, 8), 788 So.2d 1154, 1160; St. Bernard Port, Harbor & Terminal Dist. v. Violet Dock Port, Inc., LLC, 2017-0434 (La. 1/30/18, 13), 239 So.3d 243, 253, cert. denied, 139 S.Ct. 375 (2018)."

Ms. Sconzert  
Page 2  
November 22, 2024

**Intended Use of the Appraisal:**

The intended use of this appraisal is to provide a basis for compensating Live Oak Development, LLC for the required property rights (drainage servitude).

**Intended Users of the Appraisal:**

The intended users of this appraisal are The City of Mandeville and Blue Williams, LLC.

**Type of Appraisal Performed:**

An appraisal has been accomplished adhering to USPAP standards and my findings are reported to the client in this Appraisal Report.

**Appraisal Guidelines:**

This appraisal report follows the guidelines of the Louisiana Department of Transportation and the guidelines of the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation. Pursuant to current Louisiana jurisprudence, the Assignment Condition pertains to the USPAP Standard 1-4(f). Louisiana Revised Statute 48:453 (A) requires the appraiser to develop opinions of value before the acquisition without considering any change in value caused by the proposed roadway improvement. Additionally, the appraiser adheres to the ethics and guidelines of the Appraisal Institute.

The appraisal report is not limited to the information found herein. The reader may consult with the Appraiser's project files to find more comprehensive definitions; broad area analysis; comparable factual data; and additional assumptions and limiting conditions. This appraiser considers such additional information a part of this analysis and is available upon request.

The measure of compensation to the owner as of November 6, 2024, is estimated as follows:

Compensation for property rights (drainage servitude):	\$307,403
Compensation for real property (improvements):	\$0
Diminution in Value of Remaining Real Estate:	\$0
Additional Compensation:	<u>\$0</u>
<b>Total compensation for property required:</b>	<b>\$307,403*</b>

Respectfully submitted,



Neal Scott Meyer, R/W-AC  
Louisiana State Certified  
General Real Estate Appraiser #G1589

\* This value is based on the Extraordinary Assumptions made in this analysis.

**TABLE OF CONTENTS**

<b>Description</b>	<b>Page Number</b>
Data Sources	5
Summary of Salient Facts	6
Title/Ownership Summary/Taxes	7
Basis for Summary of FMV	8
Scope of Work	9
Photos	12
Neighborhood Description	16
Site Description	24
Highest and Best Use	25
Land/Site Valuation	27
Correlation of Value - Before	32
Valuation of Required ROW	33
Value Estimate – After	34
Certificate of Appraiser	37
ROW Maps	38
Legal Description	50
All other maps (wetlands, flood, zoning)	51
Notification Letter	54
Property Inspection Report	55
Appraiser Qualifications	56
Assumptions and Limiting Conditions	59



## DATA SOURCES

In the appraisal of the larger parcel, the appraiser obtained data from the following sources:

Right of Way Maps (High Tide Consultants, LLC)

*Louisiana DOTD Operations Manual*, Revised December 13, 2018

*Uniform Standards of Professional Appraisal Practice*, 2024

Onsite inspection of the larger parcel and real estate market area

Gathering and investigating real estate market data and parish government:

Public records, real estate agents, real estate appraisers, sellers and purchasers

FEMA Flood Zone Data

Analysis of land use trends

Analysis of local area demographic data

MLXchange, CoStar, Loopnet, Narrative 1

*Marshall Valuation Service Swift Estimator*

*Marshall Valuation Service, Residential Cost Estimator*

**SUMMARY OF SALIENT FACTS & CONCLUSIONS:**

Property Address: No municipal address noted on the south side of Esquinance Street, Mandeville, Louisiana 70448

Owner: Live Oak Development, LLC

Owner's Address: 1115 North Causeway Boulevard, Suite 200, Mandeville, Louisiana 70471

Legal Description: Lots 1 and 2, Lewisburg Subdivision, City of Mandeville, St. Tammany Parish, State of Louisiana

Property Rights Appraised: Full Ownership - Less Mineral Rights (to establish the underlying land value)  
Partial Interest – Perpetual Drainage Servitude

LDOTD Report Type: Form “A”

***Compensation Estimate:***

Compensation for property rights (drainage servitude): \$307,403

Compensation for real property (improvements): \$0

Diminution in Value of Remaining Real Estate: \$0

Additional Compensation: \$0

***Total compensation for property required: \$307,403\****

\* This value is based on the Extraordinary Assumptions made in this analysis.

Date of Value Estimate: September 10, 2023 (original inspection)  
November 6, 2024 (current inspection)

Date of Appraisal Report: November 22, 2024

Right of Way Map Dated: April 2, 2024

Right of Way Map Last Revision: 4/12/2024, 4/22/2024, 8/22/2024

Date of Notification Letter: August 31, 2023 (for original appraisal)

**TITLE/OWNERSHIP SUMMARY/TAXES**

**Owner:**

Live Oak Development, LLC

**Five Year Sales History:**

A review of the title data provided indicates no transactions have occurred on the larger parcel within the past five years, known at this time.

**Real Estate Taxes:**

Property Information	
Parish Mills	122.93
City Mills	8.21
Parish Taxes	\$5,865
City Taxes	\$394.08
Total Taxes	\$6,259.08
Fair Market Value Improvement	\$0
Fair Market Value Land	\$480,000
Total Fair Market Value	\$480,000
Assessed Value Land	\$48,000
Assessed Value Improvements	\$0
Total Assessed Value	\$48,000
Homestead Value	\$0
Other Exemptions Value	\$0
Taxable Value	\$48,000
Freeze Type	None (default)
Exemption Type	None

**BASIS FOR SUMMARY OF FAIR MARKET VALUE**

SITE AREAS:

	Whole Property	Required Area	Remainder Area	Interest Required
SF	216,491	29,558	29,558 Encumbered 186,933 Unencumbered 216,491 Total	Partial – Perpetual Drainage Servitude

IMPROVEMENTS:

1. The following items are considered **real property** located within the required area:
  - a. Drives, gates and existing drainage pipe - see extraordinary assumption
2. The following items are considered as **personal property** located within the right of way:
  - a. None noted at this time
3. The following items are considered **real property** located outside the required area:
  - a. None noted at this time
4. The following items are in the **ownership of others** and are located within the required area:
  - a. None noted at this time

REMARKS:

N/A

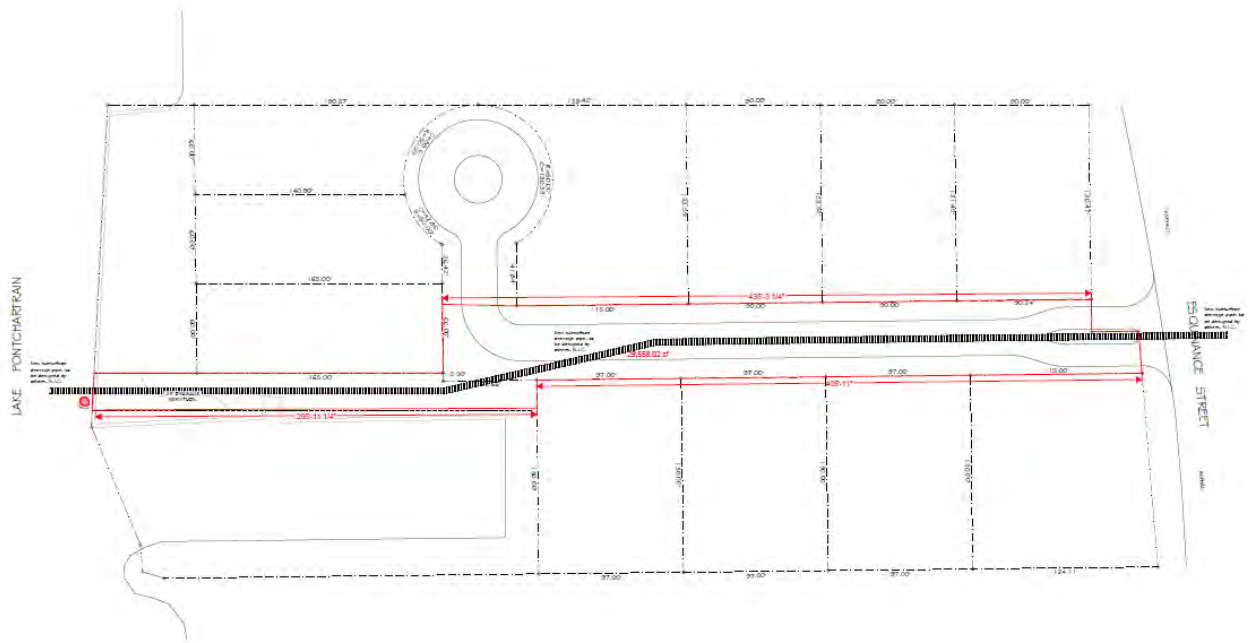
## DISCUSSION OF THE APPRAISAL PROBLEM (SCOPE OF WORK)

### **Description of Larger Parcel:**

The larger parcel is a 4.97-acre residential zoned waterfront site that is bulk-headed, mostly cleared and level and undeveloped.

### **Appraisal/Project Scope:**

The City of Mandeville would like to acquire a drainage servitude within the larger parcel. This drainage servitude will run from Esquinance Street to Lake Pontchartrain as shown below:



The servitude varies in width and totals 29,558 SF. The servitude has been designed to run in unison with a proposed subdivision plat of the entire larger parcel. An existing drainage line runs along parts of the proposed servitude, but no existing servitude agreement exists. The client has requested that I estimate compensation to the property owner to acquire these servitude rights and determine if any damages exist based on the plat shown above.

### **Type of acquisition:**

Partial acquisition (drainage servitude).

### **Purpose of the Appraisal:**

The purpose of this appraisal is to develop an opinion of compensation for property rights required from this ownership for construction of the referenced project (*Old Golden Shores Drainage*).

### **Definition of Severance Damages:**

"In a partial acquisition a decline in the market value of the remainder that arises as a result of the acquisition and or the construction of the proposed improvement."

### **Definition of Just Compensation:**

"Just Compensation" is defined by the Dictionary of Real Estate Appraisal, Seventh Edition as,

“In condemnation, the amount of loss for which a property owner is compensated when property is taken. Just Compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken”

***Definition of Market Value:***

The Louisiana Supreme Court definition:

"Fair market value is 'defined as the price a buyer is willing to pay after considering all of the uses that the property may be put to where such uses are not speculative, remote or contrary to law.' Exxon Pipeline Co. v. Hill, 2000-2535 (La. 5/15/01, 8), 788 So.2d 1154, 1160; St. Bernard Port, Harbor & Terminal Dist. v. Violet Dock Port, Inc., LLC, 2017-0434 (La. 1/30/18, 13), 239 So.3d 243, 253, cert. denied, 139 S.Ct. 375 (2018)."

***LADOTD Format of Appraisal Procedure:***

In accordance with my appraisal assignment, the appraisal is based on the Department's Form "A" Land Only Appraisal Format. The fee for this assignment is \$1,600 This format will:

1. Estimate the market value, as defined in the letter of transmittal, of the property (land only) “before” the acquisition.
2. Estimate the market value, as defined in the letter of transmittal, of the property (land only) within the required property rights.
3. Estimate the market value, as defined in the letter of transmittal, of the property (land only) “after” the acquisition plus estimate additional compensation, if any.

In the final analysis, the total value estimate of the required area, severance damages and any additional compensation will result in the estimate of just compensation.

***Intended use of the Appraisal:***

The intended use of this appraisal is to provide a basis for compensating Live Oak Development, LLC for the required property rights (drainage servitude).

***Intended Users of the Appraisal:***

The intended users of this appraisal are The City of Mandeville and Blue Williams, LLC.

***Effective Date of the Appraisal:***

The effective date of this appraisal or the date on which this value estimate applies is November 6, 2024.

***Property Rights Appraised:***

As previously set forth, the property rights appraised herein are “full ownership interests, less minerals,” to establish the underlying land value and “partial interest” to estimate compensation for the drainage servitude.

***Definition of Fee Simple Interest:***

Fee simple ownership is defined in the Dictionary of Real Estate Appraisal, Seventh Edition, published by the Appraisal Institute, as "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

***Type of Appraisal Performed:***

An appraisal has been accomplished adhering to USPAP standards and my findings are reported to the client in this Appraisal Report. This analysis has employed the Sales Comparison Approach to estimate the land value and a Cost Approach to estimate the value of all site improvements. The Income Approach is not applicable given the owner-occupied nature of the improvements and the land of rental market surrounding the subject.

***Analysis of the Appraisal Problem:***

The larger parcel includes the valuation of land and improvements located within the required right of way. This estimate will include the depreciated value of any site improvements and the value of the land to be acquired.

This analysis is based upon the right of way maps and ownership information provided by the client. I reserve the right to revisit this analysis if any discrepancies are found at a later date.

***Assignment Conditions:***

Revised Statute 48:453(A) requires the appraiser to develop opinions of value before the acquisition without considering any changes in value caused by the proposed project. As the purpose of the appraisal is to estimate real estate related just compensation for the proposed parcel, the Scope of Work for this assignment assumes the anticipated public project will not be recognized. A jurisdictional exception was not required for this item.

USPAP Standard 1-2 (c) requires the market value be linked to a specific exposure time. Exposure time is not a component of the definition of market value used in the appraisal. As such, a jurisdictional exception was not utilized.

***Hypothetical Condition:***

The after analysis is written under a Hypothetical Condition that the servitude has been acquired. Making this condition could alter assignment results.

***Extraordinary Assumptions:***

This appraisal is written under the Extraordinary Assumption that the City of Mandeville will repair or replace any improvements it damages within the right of way. Given such, any improvements located within the required area will not be valued. Making an Extraordinary Assumption within an appraisal could alter assignment results.

***Competency Statement:***

I, Neal Meyer disclose that I have completed appraisals on similar right-of-way projects. The complexity of analyze and valuation techniques completed on these past assignments are similar to the identified property. My experience from past appraisal assignments are adaptable to this valuation.

**PHOTOGRAPHS\***



Date Taken: November 6, 2024

View of larger parcel looking south towards Lake Pontchartrain. Above taken through trellis fence, below taken from the roadway.



**\* Neal Meyer took all photographs in this appraisal.**



### PHOTOGRAPHS



Date Taken: September 10, 2023

View of larger parcel looking south towards Lake Pontchartrain



### PHOTOGRAPHS



Date Taken: September 10, 2023

View of property entrance looking south

### PHOTOGRAPHS



Date Taken: September 10, 2023

View of bulkheaded boat inlet on larger parcel



**PHOTOGRAPHS**



Date Taken: September 10, 2023

View of infrastructure related to existing drainage ditch

### PHOTOGRAPHS



Date Taken: September 10, 2023

View of Lake Pontchartrain frontage and owners pier

## AREA, CITY AND NEIGHBORHOOD DATA

The term “neighborhood” is defined as “a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.” The four forces which create, modify, and destroy the value of real estate are: social trends, economic circumstances, government controls and regulations, and environmental conditions. The boundaries of a neighborhood can be identified by determining the area within which the four forces affect all properties in the same manner. A clear distinction can be drawn between a neighborhood and a district. A district is a type of neighborhood that is characterized by homogeneous land use. A residential neighborhood, for example, may contain single-family homes and commercial properties that provide services for local residents. Districts are commonly composed of apartments, commercial, or industrial properties.

### ***Location and Neighborhood Boundaries:***

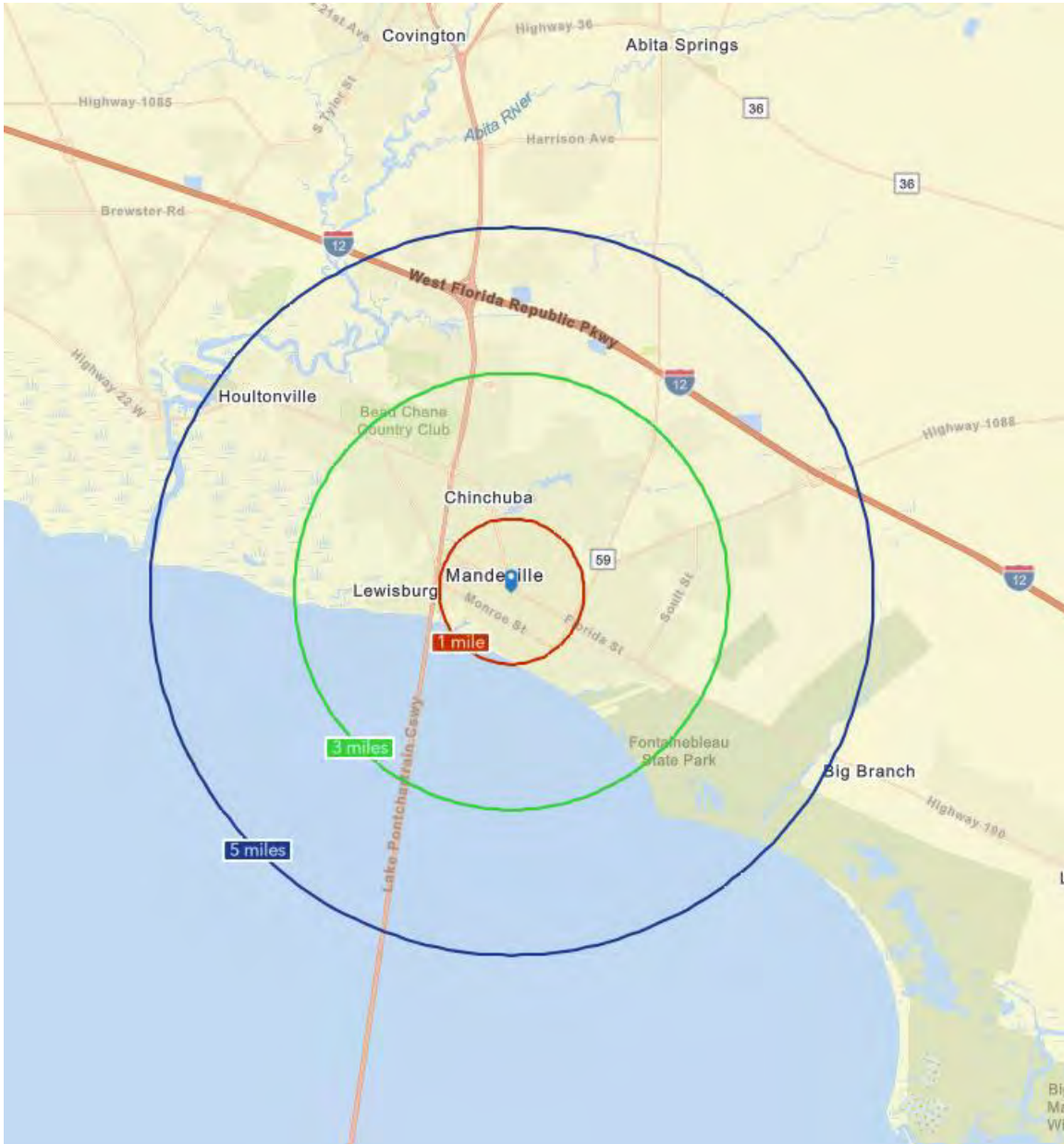
The subject property is located in a historic waterfront residential pocket located on west of the Causeway in Mandeville, Louisiana. Florida Street (US Highway 190) serves as the northern boundary of the City of Mandeville and the southern boundary of unincorporated St. Tammany Parish. Florida Street is a four-lane asphalt surfaced thoroughfare and is an “off-shoot” of US Highway 190 (Highway 22). This has historically been the major east west interconnecting traffic artery for the southern portion of St. Tammany Parish running parallel to Lake Pontchartrain connecting with US Highway 90 to the east (Slidell) and Highway 190 West (Hammond and Baton Rouge). This commercial corridor is geographically identified as a commercial and residential corridor lying between the intersections of US 190 North, North Causeway Boulevard and Louisiana Highway 22 on its western extremity and Fontainebleau State Park as the eastern geographical anchoring feature. This strip is a three-mile long neighborhood of mixed land uses with a heavy emphasis on commercial activity at the western end and a gradual movement to mixed use and rural containments at its eastern end. The bounding features of this corridor extend to a depth of several blocks on either side of the corridor.

East Causeway Boulevard is a four-lane asphalt surfaced thoroughfare that provides easier access to the Causeway leading to New Orleans. This roadway is a highly traveled roadway by local residents, commuters, and people drawn to Mandeville for shopping and service needs. Mandeville is best defined by the historic uses as a summer resort location given its proximity to Lake Pontchartrain, and the recent development of the Mandeville area a primary bed room community to the City of New Orleans. The explosive growth in the population of Mandeville in the past thirty years has caused many changes in its land use patterns placing strains on its accessibility, the neighborhood land uses, the adequacy and condition of the streets and utility infrastructure. In addition, Mandeville and its surrounding environments are becoming an employment center providing necessary services and jobs to the growing population.



**Demographic Data:**

On the following pages, tables are displayed as excerpted from a report generated by the appraisers using the ESRI database. The tables and charts show population and demographic data from the three radiuses surrounding the subject property.





### Demographic and Income Profile

2814 E Causeway Approach, Mandeville, Louisiana, 70448  
 Ring: 1 mile radius

Prepared by Esri  
 Latitude: 30.38873  
 Longitude: -90.07505

Summary	Census 2010	Census 2020	2023	2028
Population	7,894	7,988	8,076	8,272
Households	3,132	3,304	3,373	3,474
Families	2,208	-	2,292	2,351
Average Household Size	2.52	2.42	2.39	2.38
Owner Occupied Housing Units	2,257	-	2,466	2,573
Renter Occupied Housing Units	875	-	907	901
Median Age	40.8	-	43.2	43.6

Trends: 2023-2028 Annual Rate	Area	State	National
Population	0.48%	-0.02%	0.30%
Households	0.59%	0.18%	0.49%
Families	0.51%	0.08%	0.44%
Owner HHs	0.85%	0.36%	0.66%
Median Household Income	2.05%	2.08%	2.57%

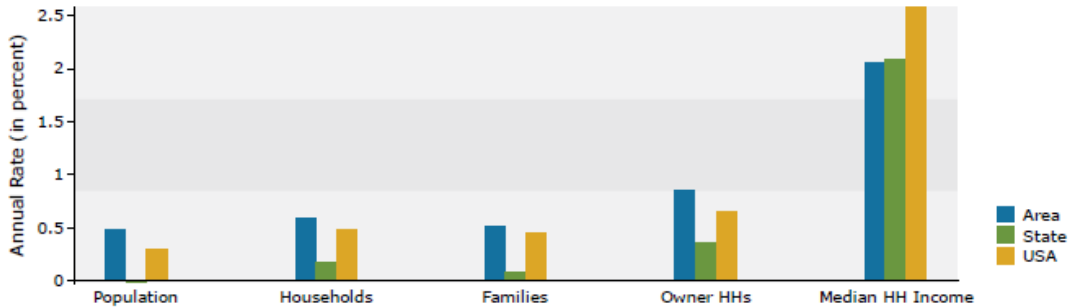
  

Households by Income	2023		2028	
	Number	Percent	Number	Percent
<\$15,000	318	9.4%	296	8.5%
\$15,000 - \$24,999	72	2.1%	59	1.7%
\$25,000 - \$34,999	456	13.5%	416	12.0%
\$35,000 - \$49,999	263	7.8%	257	7.4%
\$50,000 - \$74,999	625	18.5%	627	18.0%
\$75,000 - \$99,999	327	9.7%	333	9.6%
\$100,000 - \$149,999	427	12.7%	434	12.5%
\$150,000 - \$199,999	373	11.1%	465	13.4%
\$200,000+	512	15.2%	587	16.9%

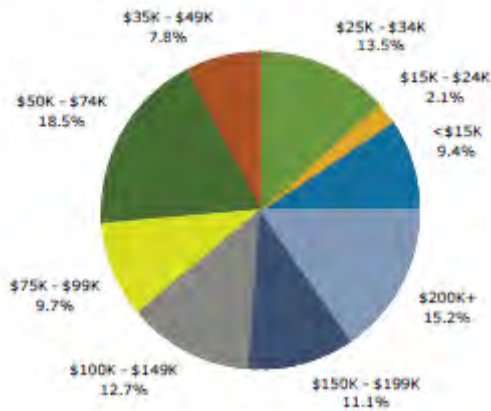
  

Median Household Income	\$72,358	\$80,087
Average Household Income	\$119,172	\$132,788
Per Capita Income	\$49,147	\$55,064

Trends 2023-2028



2023 Household Income







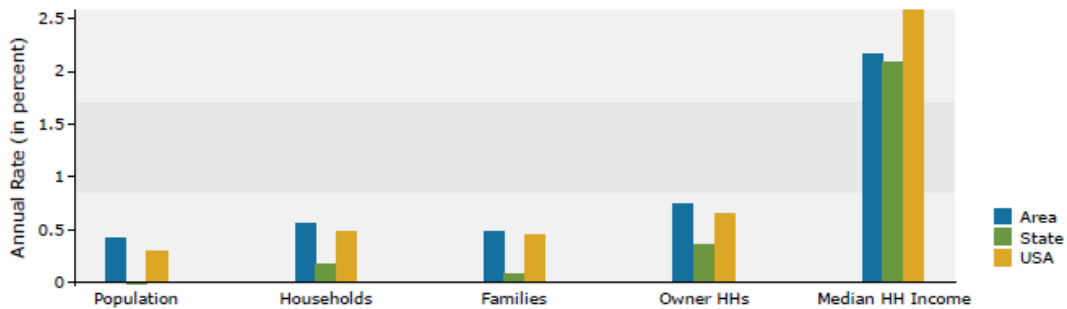
### Demographic and Income Profile

2814 E Causeway Approach, Mandeville, Louisiana, 70448  
 Ring: 3 mile radius

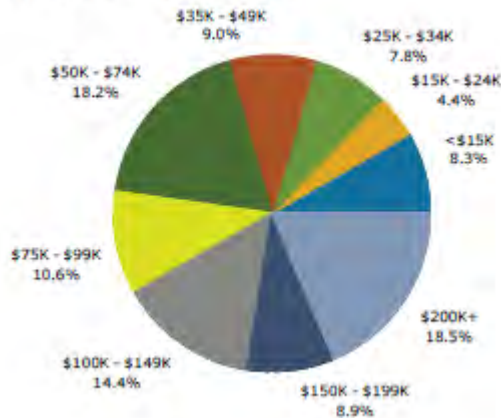
Prepared by Esri  
 Latitude: 30.36973  
 Longitude: -90.07585

Summary	Census 2010	Census 2020	2023	2028
Population	34,860	36,661	37,281	38,084
Households	12,935	13,996	14,291	14,699
Families	9,355	-	9,995	10,235
Average Household Size	2.68	2.58	2.57	2.56
Owner Occupied Housing Units	9,838	-	10,870	11,279
Renter Occupied Housing Units	3,097	-	3,421	3,419
Median Age	40.1	-	42.6	43.3
Trends: 2023-2028 Annual Rate		Area	State	National
Population		0.43%	-0.02%	0.30%
Households		0.56%	0.18%	0.49%
Families		0.48%	0.08%	0.44%
Owner HHs		0.74%	0.36%	0.66%
Median Household Income		2.16%	2.08%	2.57%
Households by Income		2023	2028	
		Number	Percent	Number
<\$15,000		1,181	8.3%	1,128
\$15,000 - \$24,999		629	4.4%	536
\$25,000 - \$34,999		1,116	7.8%	992
\$35,000 - \$49,999		1,285	9.0%	1,209
\$50,000 - \$74,999		2,598	18.2%	2,553
\$75,000 - \$99,999		1,511	10.6%	1,548
\$100,000 - \$149,999		2,057	14.4%	2,097
\$150,000 - \$199,999		1,271	8.9%	1,561
\$200,000+		2,644	18.5%	3,074
Median Household Income		\$79,540		\$88,525
Average Household Income		\$130,179		\$145,630
Per Capita Income		\$50,590		\$56,986

Trends 2023-2028



2023 Household Income





## Demographic and Income Profile

2814 E Causeway Approach, Mandeville, Louisiana, 70448  
 Ring: 5 mile radius

Prepared by Esri  
 Latitude: 30.36973  
 Longitude: -90.07505

Summary	Census 2010	Census 2020	2023	2028
Population	52,828	57,272	58,544	59,904
Households	19,614	22,064	22,656	23,337
Families	14,448	-	16,125	16,542
Average Household Size	2.67	2.56	2.55	2.54
Owner Occupied Housing Units	15,287	-	17,560	18,232
Renter Occupied Housing Units	4,328	-	5,096	5,105
Median Age	40.0	-	42.3	42.9

Trends: 2023-2028 Annual Rate	Area	State	National
Population	0.46%	-0.02%	0.30%
Households	0.59%	0.18%	0.49%
Families	0.51%	0.08%	0.44%
Owner HHs	0.75%	0.36%	0.66%
Median Household Income	2.14%	2.08%	2.57%

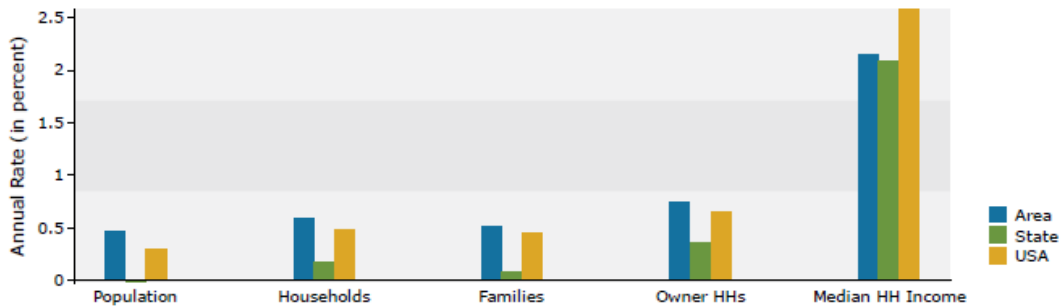
  

Households by Income	2023		2028	
	Number	Percent	Number	Percent
<\$15,000	1,881	8.3%	1,796	7.7%
\$15,000 - \$24,999	983	4.3%	831	3.6%
\$25,000 - \$34,999	1,586	7.0%	1,406	6.0%
\$35,000 - \$49,999	2,064	9.1%	1,938	8.3%
\$50,000 - \$74,999	4,033	17.8%	3,967	17.0%
\$75,000 - \$99,999	2,500	11.0%	2,545	10.9%
\$100,000 - \$149,999	3,414	15.1%	3,506	15.0%
\$150,000 - \$199,999	2,007	8.9%	2,459	10.5%
\$200,000+	4,189	18.5%	4,890	21.0%

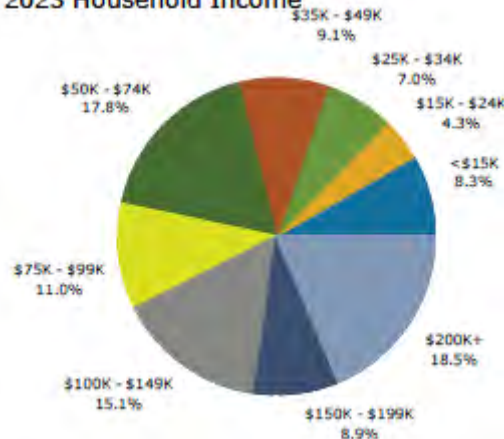
  

Median Household Income	\$81,490	\$90,596
Average Household Income	\$130,928	\$146,539
Per Capita Income	\$50,776	\$57,235

Trends 2023-2028



2023 Household Income



***Accessibility:***

From the site, East Causeway Approach provides access to the major north/south thoroughfare of North Causeway Boulevard and Highway 190 (Ronald Reagan Hwy). East Causeway Approach is separated by a raised median.

***Neighborhood Land Uses:***

Prior to the adoption of a comprehensive land use plan and zoning ordinance by both the city and the parish, Mandeville grew along the traditional natural and artificial boundaries of the north shore of Lake Pontchartrain, US Highway 190 and other minor transportation arteries. This type of development shaped the central core of Mandeville as a village with current appealing scales of historic character and a closeness that is inviting. As growth mushroomed and the need for a comprehensive land use plan became apparent, a comprehensive zoning ordinance was developed and implemented by both the city and the parish.

The land use of the subject neighborhood is residential off the main streets with commercial uses along the main corridors and in Downtown Mandeville. Public use of land within the neighborhood is not limited to the present transportation infrastructure. Much has been done to enhance and expand the public recreational areas that include the Lakefront that is approximately one mile to the south of the Florida/US 190 Neighborhood, The Tammany Trace, Fontainebleau State Park and the Jackson Street Bike and Walking Trail.

The Trace, a biking and walking trail, is the resurrection of an abandoned railway right of way that runs from Slidell in the east to Abita Springs to the north. This development of public land has anchored the subject neighborhood as it transverses Mandeville and Florida Street along its route. The location of this intersection of the Trace and Highway 190 is just west of the subject and marked by an underground tunnel which eliminates the need for pedestrians and cyclists to cross the busy Highway. A major terminal has been constructed at the corner of Gerard and General Pershing Streets two blocks to the south of Florida Street with eminent plans to expand the facilities parking. The Jackson Street Walking and Biking trail runs from the Lake Front at the yacht harbor to Florida Street. It interconnects with The Trace and provides pedestrian and biking traffic access from The Trace directly to the Lake Front.

Fontainebleau State Park and Bayou Castine form the eastern boundary of the subject neighborhood. This major state owned and operated facility houses Pelican Park and The Castine Center, a multi-functional recreational and events center as well as Southeast Louisiana State hospital. The park, which is best known for its old growth pine forests, swamps and marsh areas is a favorite camping, boating, and recreational area for the entire southeastern part of the state.

Bayou Castine provides a scenic setting for numerous water front developments including marinas and boat yards. Though the land use patterns have changed from land held as suburban or for timber production and older commercial and residential structures, the development patterns of the land have followed closely the traditional and historic transportation routes with US Highway 190 serving as the commercial hub and off highway tracts developing into residential uses.

***Distance to Employment Centers:***

The subject neighborhood is located in an area of numerous businesses, banks, professional and general offices, franchises as well as local restaurant establishments, and service oriented commercial uses. These commercial businesses support the surrounding residential subdivisions, as well as offering services to those who find the location to be a suitable stop and go spot when traveling the Causeway over Lake Pontchartrain.

Of primary importance is the proximity of the subject neighborhood to the Lake Pontchartrain Causeway, due to the large number of commuters who work on the south shore of the lake. This has been the single greatest contributing factor to the growth of the subject neighborhood and the North shore area in general.

***Conclusion and Future Outlook of the Neighborhood:***

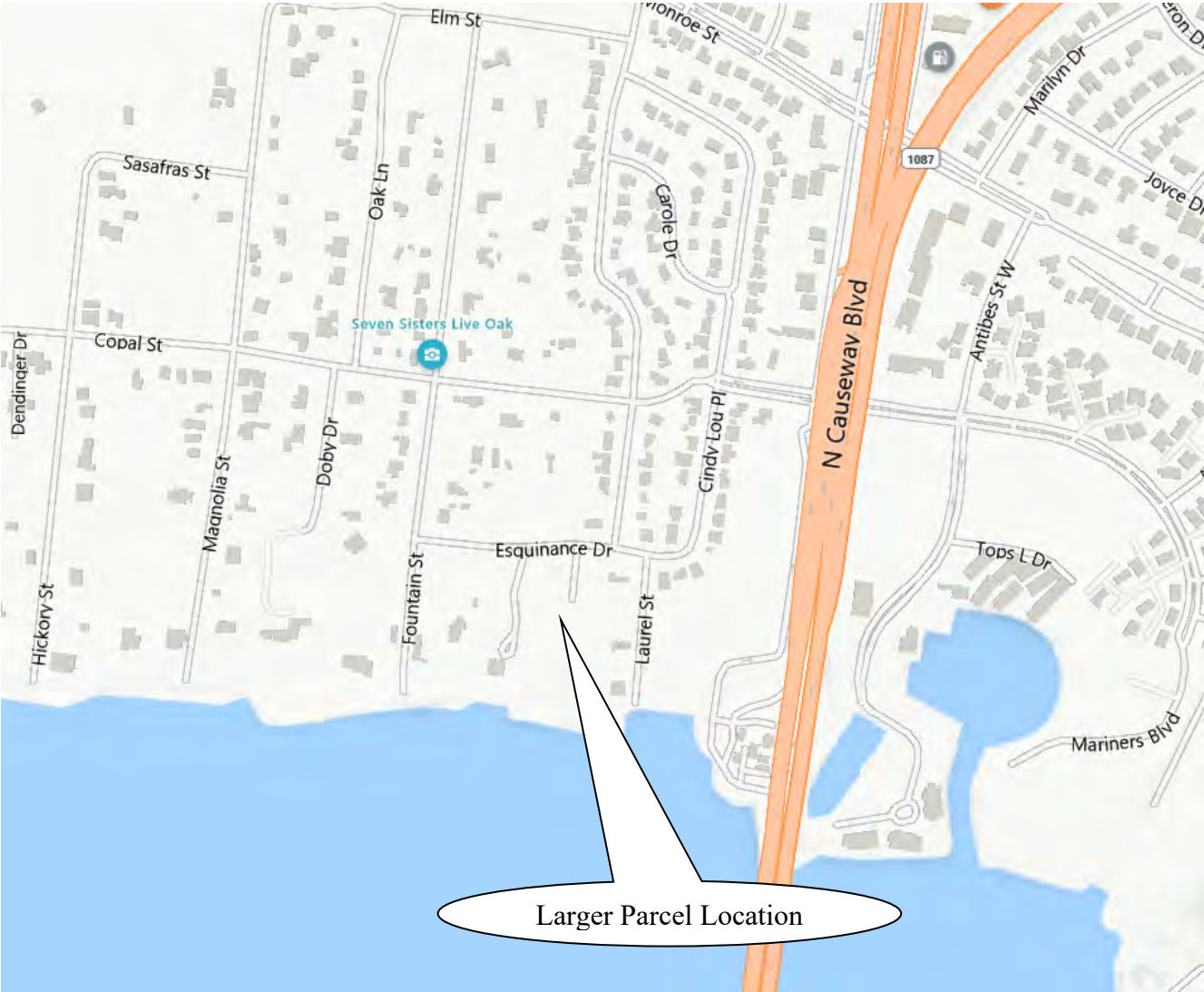
Social trends, economic circumstances, governmental regulations and environmental conditions have all played a major role in the history of the development of the subject neighborhood. The out migration from the urban center of the area, New Orleans, has caused an explosion of growth to occur. This social phenomenon is the result of deteriorating inner city qualities of life and the national trend of the return to a more rural lifestyle.

The economies of south Louisiana, although changing from port related and oil and gas dependency to an economy of tourism and service sector orientation, still favors modest growth to continue within the subject neighborhood and the area in general. Governmental regulations and environmental conditions as well as concerns favor a more restrictive development pace but also a more managed development of the area.

The four primary forces or factors that create, modify and destroy the value of real estate are all present and active in the neighborhood and for the foreseeable future should contribute to a more orderly and harmonious growth pattern. There will be the creation of more public areas and attendant commercial support for the existing residential community. Some destruction is inevitable and will probably result in land use changes of forested areas as well as older non-functional structures. Modifications will result from the compromised efforts of the regulatory and environmental elements and the private sector. The vagaries and whims of the economy are certainly going to play a leading role in any future changes that occur. These forces should bode well for the subject neighborhood and a cautiously optimistic outlook can be expected.



**PROJECT LOCATION MAP**



**VALUE ESTIMATE OF LARGER PARCEL  
(BEFORE ANALYSIS)**

**SITE DESCRIPTION - BEFORE**

	<b>Whole Property</b>	<b>Required Area</b>	<b>Remainder Area</b>	<b>Interest Required</b>
SF	216,491	29,558	29,558 Encumbered 186,933 Unencumbered 216,491 Total	Partial – Perpetual Drainage Servitude
Shape and dimensions:	Two abutting lots of irregular dimensions but creating an overall rectangular shaped tract with dimensions of 151.82’ x 31.39’ x 159.01’ x 666.56’ 14.8’ x 18.22’ x 85.55’ x 216.45’ x 658.42’			
Topography:	Mostly level sloping slightly towards the rear (Lake Pontchartrain)			
Drainage:	Open ditch			
Utilities:	Water, sewerage, gas, phone, cable, internet, and electricity available via public and private sources. All utilities currently extended to or offered to the region			
Position:	South side of Esquinance Street, north bank of Lake Pontchartrain, west of Causeway Boulevard, east of Fountain Street			
Easements/Encroachments:	Sub-surface concrete drainage ditch with box culverts (no recorded easement is noted) hence this drainage ditch is not binding and assumed can be removed at owners’ discretion at any time.			
Surrounding Land Use:	Single family residential development			
Zoning:	R-1, Residential – City of Mandeville			
Access/ Frontages:	South side of Esquinance Street as well as Lake Pontchartrain			
Flood Zone:	AE			
Landscaping:	Typical for this market			
Current Use:	Undeveloped residential land			
Environmental Concerns:	<u>This analysis assumes no environmental issues with the subject site however reserves the right to revisit this analysis if a study is provided at a later date.</u>			

## HIGHEST AND BEST USE - BEFORE

The most recent interpretation of this concept which defines value in use in real estate defines the highest and best use of a property according to the Dictionary of Real Estate Appraisal, Seventh Edition as "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The level of analysis under the Highest and Best Use for the subject site is a Level "A" Inferred Analysis.

In analyzing the highest and best use, five channels will be analyzed:

- market in which the larger parcel is located
- marketability of the proposed development
- highest and best use as vacant
- highest and best use as improved
- most likely market participants and the estimated exposure time

### ***Market Analysis:***

The subject market is Western St. Tammany Parish, notably the Mandeville market.

### ***Marketability Analysis:***

Typically, three important factors are taken into consideration when attempting to market real estate:

- health and vibrancy of the market
- catering to a market that will absorb the property
- selling a product that will compete

The subject market is growing rapidly and there is high demand for residential use property.

### ***As Vacant:***

When determining the highest and best use of the larger parcel, four factors must be tested, they are as follows:

- *Legal Permissibility:* the first consideration relative to the determination of the highest and best use "as vacant" is to determine whether or not a proposed use would be allowed under the zoning designation in which the larger parcel is situated.
- *Physical Possibility:* the next consideration relative to determination of the highest and best use "as vacant" is determine whether or not a proposed use would be physically possible relative to the shape and size of the subject site.
- *Financial Feasibility:* this consideration is integral in determining the proposed use of a vacant site. This test determines whether or not construction costs and land acquisition are justified by the anticipated cash flows associated with a proposed larger parcel.



- *Maximum Productivity*: this test determines the land use that would attribute the highest value to the site.

The subject is zoned residential, and the predominant surrounding land use is residential hence the highest and best use is considered to be residential use such as waterfront single-family development. The owner does plan to develop the subject into a waterfront residential subdivision which could be a long term prospective, the highest and best use.

***Conclusion:***

The market participants most likely to purchase the larger parcel would be single family residential owner occupants or developers looking for a speculative development.


## LAND / SITE VALUATION - BEFORE

In instances where sufficient market data is available, the Sales Comparison Approach is preferred and is the most common approach employed in my industry. It is the most direct method, and the easiest to apply and understand. Foremost in consideration, however, is the fact that this method reflects the actions of buyers and sellers in the market for similar properties. Employing this method, the subject site is compared with sales of similar vacant sites. These sales are investigated and adjustments are made for the differences between the sites sold and the site being appraised. In this case, the appraiser was able to find several sales of vacant sites with similar utility in the subject's competitive market. These sales are detailed in the Land Sales Section of the Project Manual for the referenced project as well as throughout this report.

COMPARABLE LAND SALE 1		
<b>Property and Sale Data</b>		
Address	1617 Lakeshore Drive, Mandeville, LA	
Sale Price	\$360,000	
Site Size	32,906 sf	
Unit Price	\$10.94	
Date	September 23, 2022	
Vendor	Kyle H. Bone	
Vendee	Allison B. Froeba wife of/and Brian M. Froeba	
Recordation	2347073	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Listing agent Tiffani Bernheisel representing Robin Realty	
Highest & Best Use	Waterfront residential	
<b>Site Data</b>		<b>Comments</b>
Site Size	32,906 sf / 0.755 acres	This is the sale of a long and narrow waterfront residential site that has frontage along Lakeshore Drive and views of Lake Pontchartrain. The site was developed for single family residential development. The property was on the market for 20 days with an original list price of \$395,000.
Zoning	R-1, Single Family Residential District	
Site Dimensions	Rectangular tract fronting 65' on Lakeshore Drive by a depth of 506.25'	
Flood Zone	AE	
Legal Description	Lot 5, Town of Mandeville, St. Tammany Parish, LA	

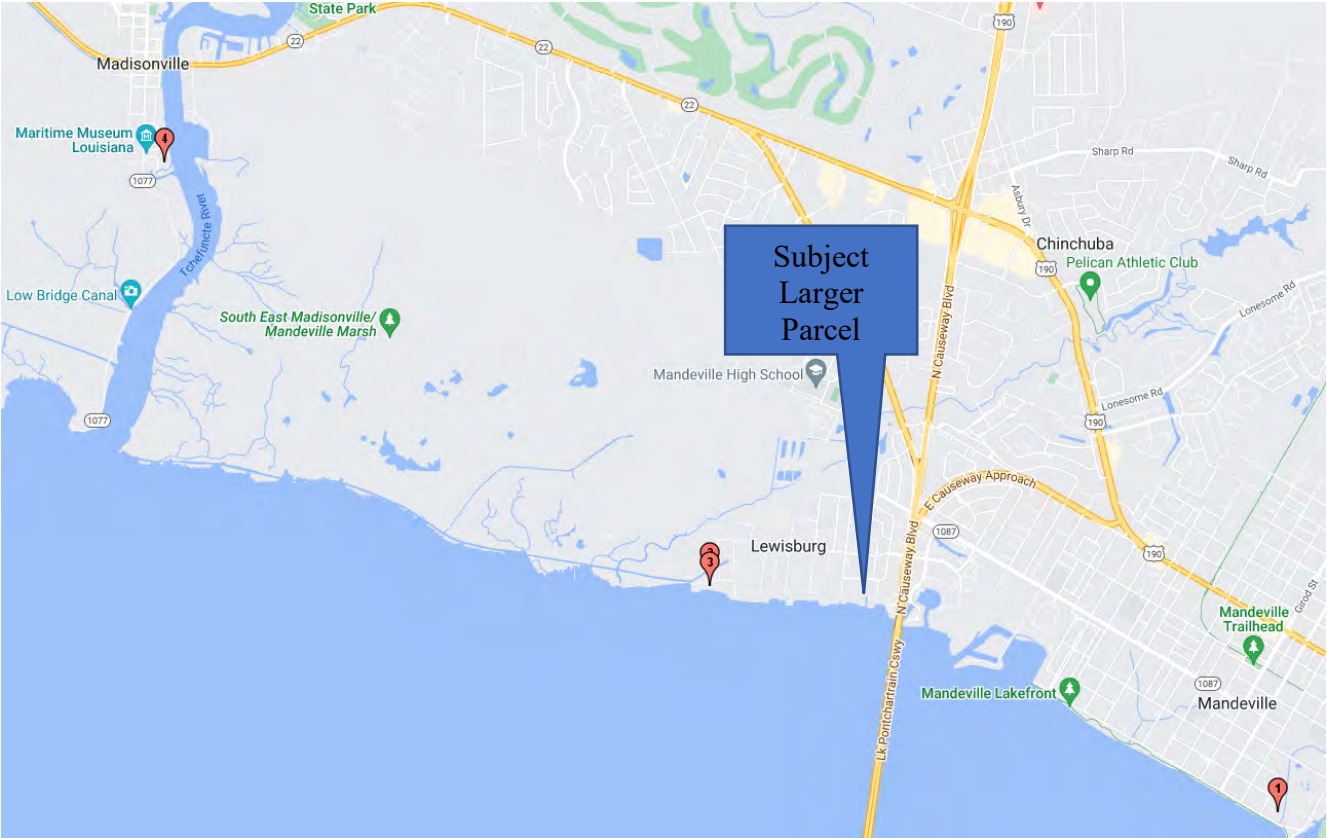
COMPARABLE LAND SALE 2		
<b>Property and Sale Data</b>		
Address	106 Northlake Drive, Mandeville, LA	
Sale Price	\$195,000	
Site Size	19,851 sf	
Unit Price	\$9.82	
Date	June 4, 2021	
Vendor	Richards Enterprises, LLC	
Vendee	Matthew P. Rosenboom and Rebecca R. Rosenboom	
Recordation	2273690	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Lovelle Blicht representing RE/MAX Northlake Associates	
Highest & Best Use	Waterfront view residential	
<b>Site Data</b>		
Site Size	19,851 sf / 0.456 acres	This is the sale of an irregular shaped residential lot that has lake views over Northlake Drive and then water access in the rear via a channel directly to Lake Pontchartrain. The site was acquired for single family development. The property was listed on the open market for 200 days and was originally listed for \$220,000.
Zoning	A-2, Suburban District	
Site Dimensions	Irregular tract fronting 100' on Northlake Drive	
Flood Zone	V15	
Legal Description	Lot 3, Square 2, Lewisburg Estates, St. Tammany Parish, LA	

COMPARABLE LAND SALE 3		
Property and Sale Data		
Address	111 Northlake Drive, Mandeville, LA	
Sale Price	\$447,000.00	
Site Size	23,419 sf	
Unit Price	\$19.09	
Date	December 11, 2020	
Vendor	Robert J. Comeaux, Jr. and wife, Billie R. Comeaux	
Vendee	Edward J. Vicknair, Jr. and Tracy W. Vicknair	
Recordation	2241898	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Debbie Relle representing RE/MAX Select	
Highest & Best Use	Waterfront residential	
Site Data		Comments
Site Size	23,419 sf / 0.538 acres	This is the sale of a cleared, filled and bulkheaded waterfront property on Lake Pontchartrain. The lot was acquired for residential development. The site was on the market for only 6 days with an original list price of \$475,000.
Zoning	A-2, Suburban District	
Site Dimensions	Roughly rectangular tract fronting 64.86' on Northlake Drive, rear of 98.03' along Lake Pontchartrain by depths of 230' and 240'	
Flood Zone	V15	
Legal Description	Lot 5-A, Square 5, Lewisburg Estates, Addition No. 1, St. Tammany Parish, LA	

COMPARABLE LAND SALE 4		
<b>Property and Sale Data</b>		
Address	163 River Lane, Madisonville, LA	
Sale Price	\$715,000	
Site Size	43,124 sf	
Unit Price	\$16.58	
Date	July 27, 2020	
Vendor	Spartan Construction, LLC	
Vendee	Thomas A. Ragan	
Recordation	2217348	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Kyle Gurievsky representing Berkshire Hathaway	
Highest & Best Use	Waterfront residential	
<b>Site Data</b>		
Site Size	43,124 sf / 0.990 acres	This is the sale of a cleared, filled and bulkheaded residential lot located on the Tchefuncte River which provides Lake Pontchartrain access. The lot has a wood pier and steel bulkheading. The lot was on the market for 688 days with an original list price of \$829,000.
Zoning	C, Neighborhood Business District	
Site Dimensions	Trapezoid shaped tract fronting 138' on River Lane, rear of 140.6' by depths of 297.69' and 330.43'	
Flood Zone	A13	
Legal Description	Lot 12, Madison Harbour Subdivision, St. Tammany Parish, LA	



### COMPARABLE LAND SALES MAP



**PERTINENT DATA & ANALYSIS**

<b>Sale #</b>	<b>Subject</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>	<b>Sale 4</b>
<b>Date</b>		<b>9/23/2022</b>	<b>6/4/2021</b>	<b>12/11/2020</b>	<b>7/27/2020</b>
<b>Address</b>	Esquinanse Street	1617 Lakeshore Drive	106 Northlake Drive	111 Northlake Drive	163 River Lane
<b>Sale Price</b>		\$360,000	\$195,000	\$447,000	\$715,000
<b>Land SF</b>	216,491	32,906	19,851	23,419	43,124
<b>Zoning</b>	R-1	R-1, Single Family Residential District	A-2, Suburban District	A-2, Suburban District	A-2, Suburban District
<b>Unit Price-Land SF</b>		<b>\$10.94</b>	<b>\$9.82</b>	<b>\$19.09</b>	<b>\$16.58</b>
<b>Conditions of Sale</b>		0.00%	0.00%	0.00%	0.00%
<b>Adjusted Unit Price</b>		<b>\$10.94</b>	<b>\$9.82</b>	<b>\$19.09</b>	<b>\$16.58</b>
<b>Market Conditions</b>		0.00%	0.00%	0.00%	0.00%
<b>Adjusted Unit Price</b>		<b>\$10.94</b>	<b>\$9.82</b>	<b>\$19.09</b>	<b>\$16.58</b>
<b>Size</b>		-20.00%	-20.00%	-20.00%	-20.00%
<b>Zoning</b>		0.00%	0.00%	0.00%	0.00%
<b>Location/Amenities</b>		35.00%	35.00%	0.00%	0.00%
<b>Composite Adjustment</b>		15.00%	15.00%	-20.00%	-20.00%
<b>Adjusted Unit Price</b>		<b>\$12.58</b>	<b>\$11.30</b>	<b>\$15.27</b>	<b>\$13.26</b>
<b><u>Unit Price-Land SF</u></b>	<b><u>Unadjusted</u></b>	<b><u>Adjusted</u></b>			
<b>Low</b>	\$9.82	\$11.30			
<b>High</b>	\$19.09	\$15.27			
<b>Mean</b>	\$14.11	\$13.10			
<b>Median</b>	\$13.76	\$12.92			
<b>St. Dev</b>	\$4.45	\$1.66			
<b>Coeff Var</b>	31.51%	12.66%			



**Summary of Comparable Sales:**

The comparable land sales included above represent the most recent sales of similar parcels of vacant land as compared to the subject property. They indicated an unadjusted range from \$9.82 per square foot to \$19.09 per square foot, with a mean of \$14.11 per square foot, a median of \$13.76 per square foot, and a standard deviation of \$4.45 per square foot.

Typically, adjustments can be made to compensate for conditions of sale, market conditions, size and location or any key considerations of differences that may be applicable. Below is an explanation of the adjustments applied in the above grid.

The subject larger parcel is a unique piece of property given its size and lake-front location. I am unaware of any comparable land sales as large as the subject and the sales utilized in this analysis are the best sales I could find.

**Conditions of Sale** – All sales were purchased within arm’s length and no adjustments are necessary for conditions of sale.

**Market Conditions** – Market condition adjustments were considered but determined to be unnecessary.

**Size** – Considerations for disparity in size have been accounted for based on the concept of *economies of scale*, which suggests that the smaller sites hold a higher unit value, and the larger sites hold a smaller unit value. The sales have been adjusted accordingly.

**Zoning** – No zoning adjustments were necessary.

**Location/Amenities** – Adjustments were applied to account for relative differences in location between the subject and the comparables. In this case, Sales 1 and 2 do not have direct water frontage or access but rather there is a roadway between the Lake and the site. Sales 3 and 4 have direct frontage on their respective bodies of water, a superior attribute, like the subject. Sales 1 and 2 have been adjusted upward.

Following the application of these adjustments, the adjusted unit indicators present a range from \$11.30 per square foot to \$15.27 per square foot, with a mean of \$13.10 per square foot, a median of \$12.92 per square foot, and a standard deviation of \$1.66 per square foot.

**Reconciliation of Land Site Valuation**

Based on the data utilized within this analysis, this Land/Site Valuation indicates a unit value for the subject site of \$13.00 per square foot, based on the adjusted mean. When this unit value is applied to the 216,491 square feet of the subject site, this analysis indicates an overall site value of \$2,814,383.

VALUE INDICATED BY LAND/SITE VALUATION - \$2,814,383

OPINION OF LARGER PARCEL LAND/SITE UNIT VALUE: **\$13.00 per SF**

**CORRELATION OF VALUE ESTIMATE - BEFORE**

COST APPROACH: N/A  
SALES COMPARISON APPROACH: \$2,814,383 (Land only)  
INCOME APPROACH: N/A

**CORRELATION DISCUSSION:**

The value estimate in the after status is estimated by the Sales Comparison Approach (land only).

***Final value allocation:***

Land value:	<u>\$2,814,383</u>
Total:	\$2,814,383

### VALUATION OF REQUIRED RIGHT OF WAY

**Land Rights:**

29,558 SF @ \$13.00 per SF = \$384,254

\$384,254 @ 80%\* = \$307,403

***Estimated value of land required, rounded:*** ***\$307,403***

**Site Improvements\*\*:**

N/A \$0

***Estimated value of improvements required, rounded:*** ***\$0***

The Total Estimated Value of the "Required Right of Way": **\$307,403**

\* I have determined this drainage servitude accounts for 80% of the owners’ bundle of rights. This percentage is considered reasonable and has been discussed with my peers. The drainage servitude will be sub-surface and the owner will retain the right to traverse the servitude, however, no above ground improvements will be allowed to be constructed over the servitude area. See valuation matrix below which has assisted me in this determination:

Easement Valuation Matrix		
Percentage of Fee	Comments	Potential Types of Easements
70% - 100%	<ul style="list-style-type: none"> <li>Severe impact on surface use</li> <li>Conveyance of future uses</li> </ul>	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements
75% - 89%	<ul style="list-style-type: none"> <li>Major impact on surface use</li> <li>Conveyance of future uses</li> </ul>	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	<ul style="list-style-type: none"> <li>Some impact on surface use</li> <li>Conveyance of ingress/egress rights</li> </ul>	Pipelines, scenic easements
50%	<ul style="list-style-type: none"> <li>Balanced use by both owner and easement holder</li> </ul>	Water or sewer lines, cable lines, telecommunications
26% - 49%	<ul style="list-style-type: none"> <li>Location along a property line</li> <li>location across non-usable land area</li> </ul>	Water or sewer line, cable lines
11% - 25%	<ul style="list-style-type: none"> <li>Subsurface or air rights with minimal effect on use and utility</li> <li>Location with a setback</li> </ul>	Air rights, water or sewer line
0% - 10%	<ul style="list-style-type: none"> <li>Nominal effect on use and utility</li> </ul>	Small subsurface easement

**VALUE ESTIMATE OF LARGER PARCEL  
(AFTER ANALYSIS)**

**SITE DESCRIPTION - AFTER**

	<b>Remainder Area</b>	<b>Interest Required</b>
SF	29,558 Encumbered 186,933 Unencumbered 216,491 Total	Partial – Perpetual Drainage Servitude

- Shape and dimensions: Two abutting lots of irregular dimensions but creating an overall rectangular shaped tract with dimensions of 151.82’ x 31.39’ x 159.01’ x 666.56’ 14.8’ x 18.22’ x 85.55’ x 216.45’ x 658.42’
- Topography: Mostly level sloping slightly towards the rear (Lake Pontchartrain)
- Drainage: Open ditch
- Utilities: Water, sewerage, gas, phone, cable, internet, and electricity available via public and private sources. All utilities currently extended to or offered to the region
- Position: South side of Esquinance Street, north bank of Lake Pontchartrain, west of Causeway Boulevard, east of Fountain Street
- Easements/Encroachments: Drainage servitude designed to coincide with the subdivision plat below and no severance damages are believed to exist with this layout.
- Surrounding Land Use: Single family residential development
- Zoning: R-1, Residential – City of Mandeville
- Access/ Frontages: South side of Esquinance Street as well as Lake Pontchartrain
- Flood Zone: AE
- Landscaping: Typical for this market
- Current Use: Undeveloped residential land
- Environmental Concerns: I would like to note that the property owner has expressed concern about the current location of the outfall of the existing drainage ditch. All of the above will drain into the boat inlet which is assumed private property and could result in pollutants and silt entering into the owner’s boat slip. I am not an environmental engineer and can-not comment on such; this analysis assumes no environment issues with the subject site however reserves the right to revisit this analysis if a study is provided at a later date.

## HIGHEST AND BEST USE - AFTER

The most recent interpretation of this concept which defines value in use in real estate defines the highest and best use of a property according to the Dictionary of Real Estate Appraisal, Seventh Edition as "The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The level of analysis under the Highest and Best Use for the subject site is a Level "A" Inferred Analysis.

In analyzing the highest and best use, five channels will be analyzed:

- market in which the larger parcel is located
- marketability of the proposed development
- highest and best use as vacant
- highest and best use as improved
- most likely market participants and the estimated exposure time

### ***Market Analysis:***

The subject market is Western St. Tammany Parish, notably the Mandeville market.

### ***Marketability Analysis:***

Typically, three important factors are taken into consideration when attempting to market real estate:

- health and vibrancy of the market
- catering to a market that will absorb the property
- selling a product that will compete

The subject market is growing rapidly and there is high demand for residential use property.

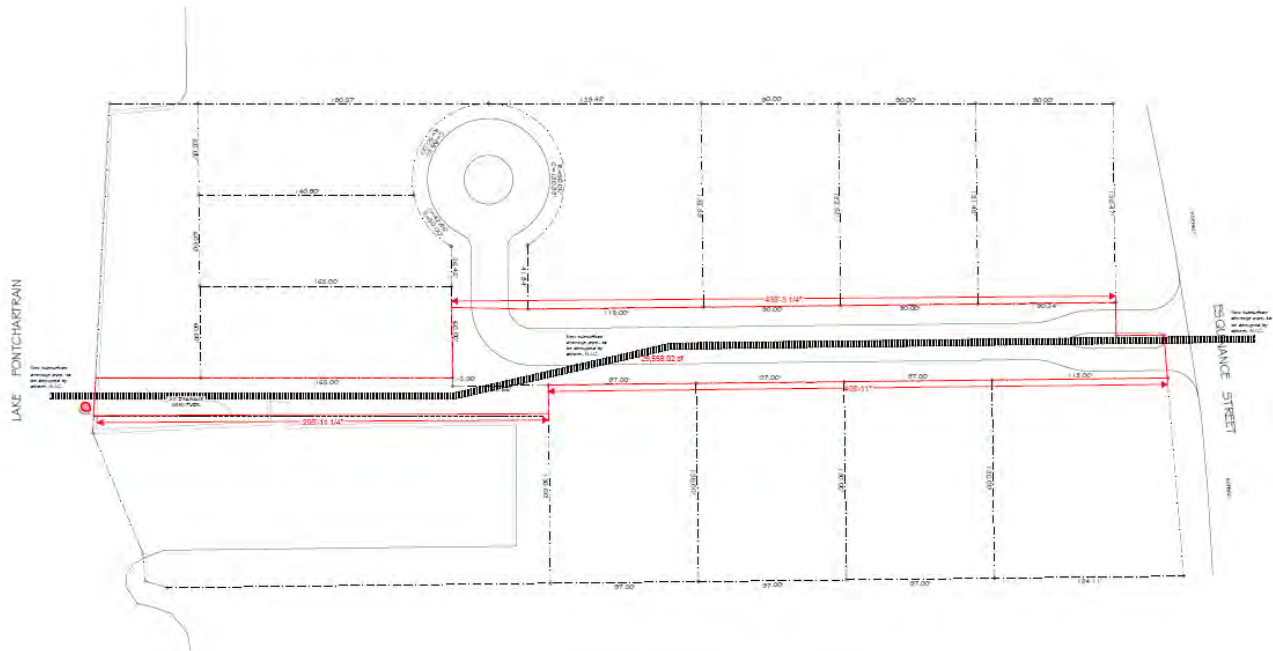
### ***As Vacant:***

When determining the highest and best use of the larger parcel, four factors must be tested, they are as follows:

- *Legal Permissibility:* the first consideration relative to the determination of the highest and best use "as vacant" is to determine whether or not a proposed use would be allowed under the zoning designation in which the larger parcel is situated.
- *Physical Possibility:* the next consideration relative to determination of the highest and best use "as vacant" is determine whether or not a proposed use would be physically possible relative to the shape and size of the subject site.
- *Financial Feasibility:* this consideration is integral in determining the proposed use of a vacant site. This test determines whether or not construction costs and land acquisition are justified by the anticipated cash flows associated with a proposed larger parcel.

- *Maximum Productivity:* this test determines the land use that would attribute the highest value to the site.

The subject is zoned residential, and the predominant surrounding land use is residential hence the highest and best use is considered to be residential use such as waterfront single-family development. The owner does plan to develop the subject into a waterfront residential subdivision which could be a long term prospective highest and best use. The property is now encumbered with a sub-surface drainage servitude that runs down the center of the property. It was designed to coincide with the subdivision plat below and no severance damages are believed to exist:



***Conclusion:***

The market participants most likely to purchase the larger parcel would be single family residential owner occupants or developers looking for a speculative development.

## LAND / SITE VALUATION - AFTER


In instances where sufficient market data is available, the Sales Comparison Approach is preferred and is the most common approach employed in my industry. It is the most direct method, and the easiest to apply and understand. Foremost in consideration, however, is the fact that this method reflects the actions of buyers and sellers in the market for similar properties. Employing this method, the subject site is compared with sales of similar vacant sites. These sales are investigated and adjustments are made for the differences between the sites sold and the site being appraised. In this case, the appraiser was able to find several sales of vacant sites with similar utility in the subject's competitive market. These sales are detailed in the Land Sales Section of the Project Manual for the referenced project as well as throughout this report.



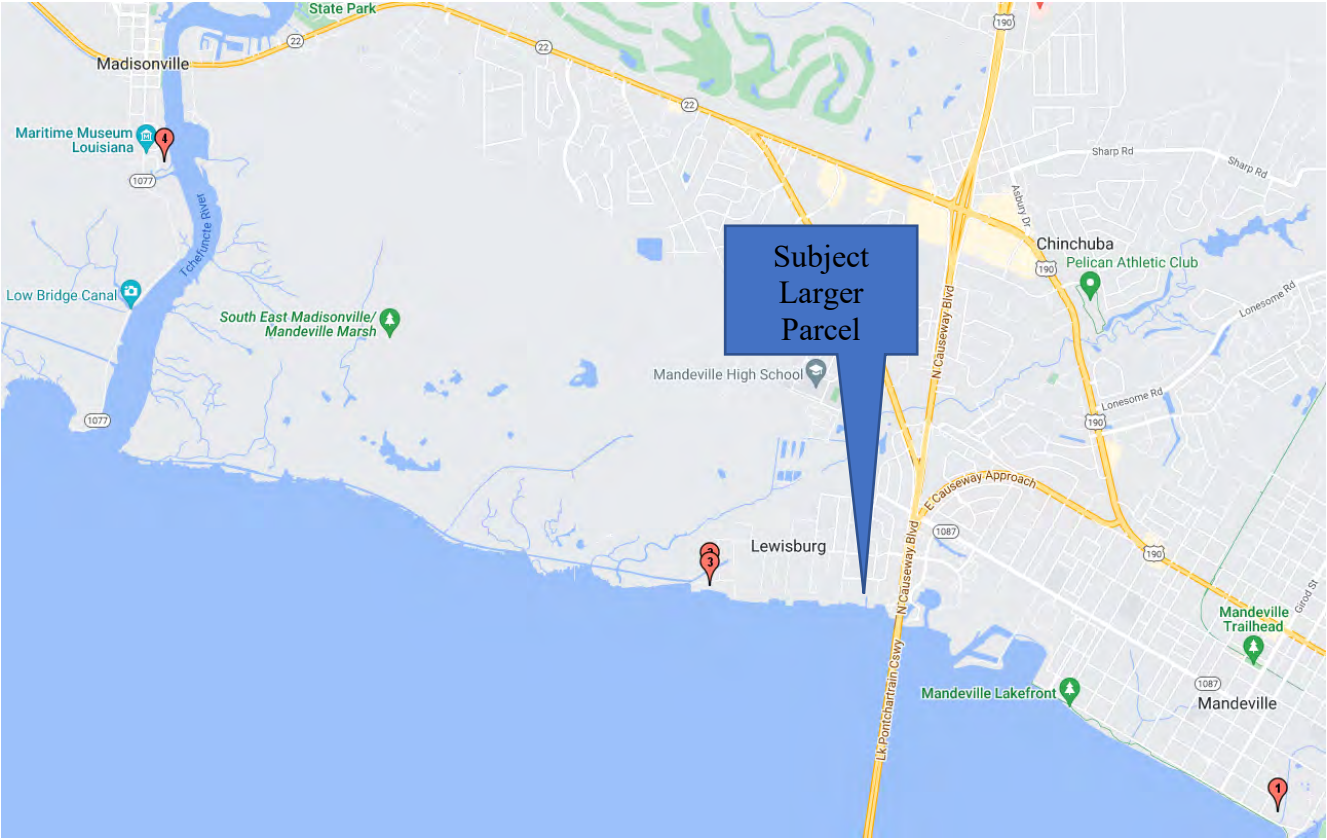
COMPARABLE LAND SALE 1		
Property and Sale Data		
Address	1617 Lakeshore Drive, Mandeville, LA	
Sale Price	\$360,000	
Site Size	32,906 sf	
Unit Price	\$10.94	
Date	September 23, 2022	
Vendor	Kyle H. Bone	
Vendee	Allison B. Froeba wife of/and Brian M. Froeba	
Recordation	2347073	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Listing agent Tiffani Bernheisel representing Robin Realty	
Highest & Best Use	Waterfront residential	
Site Data		Comments
Site Size	32,906 sf / 0.755 acres	This is the sale of a long and narrow waterfront residential site that has frontage along Lakeshore Drive and views of Lake Pontchartrain. The site was developed for single family residential development. The property was on the market for 20 days with an original list price of \$395,000.
Zoning	R-1, Single Family Residential District	
Site Dimensions	Rectangular tract fronting 65' on Lakeshore Drive by a depth of 506.25'	
Flood Zone	AE	
Legal Description	Lot 5, Town of Mandeville, St. Tammany Parish, LA	

COMPARABLE LAND SALE 2		
<b>Property and Sale Data</b>		
Address	106 Northlake Drive, Mandeville, LA	
Sale Price	\$195,000	
Site Size	19,851 sf	
Unit Price	\$9.82	
Date	June 4, 2021	
Vendor	Richards Enterprises, LLC	
Vendee	Matthew P. Rosenboom and Rebecca R. Rosenboom	
Recordation	2273690	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Lovelle Blicht representing RE/MAX Northlake Associates	
Highest & Best Use	Waterfront view residential	
<b>Site Data</b>		
Site Size	19,851 sf / 0.456 acres	This is the sale of an irregular shaped residential lot that has lake views over Northlake Drive and then water access in the rear via a channel directly to Lake Pontchartrain. The site was acquired for single family development. The property was listed on the open market for 200 days and was originally listed for \$220,000.
Zoning	A-2, Suburban District	
Site Dimensions	Irregular tract fronting 100' on Northlake Drive	
Flood Zone	V15	
Legal Description	Lot 3, Square 2, Lewisburg Estates, St. Tammany Parish, LA	

COMPARABLE LAND SALE 3		
Property and Sale Data		
Address	111 Northlake Drive, Mandeville, LA	
Sale Price	\$447,000.00	
Site Size	23,419 sf	
Unit Price	\$19.09	
Date	December 11, 2020	
Vendor	Robert J. Comeaux, Jr. and wife, Billie R. Comeaux	
Vendee	Edward J. Vicknair, Jr. and Tracy W. Vicknair	
Recordation	2241898	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Debbie Relle representing RE/MAX Select	
Highest & Best Use	Waterfront residential	
Site Data		Comments
Site Size	23,419 sf / 0.538 acres	This is the sale of a cleared, filled and bulkheaded waterfront property on Lake Pontchartrain. The lot was acquired for residential development. The site was on the market for only 6 days with an original list price of \$475,000.
Zoning	A-2, Suburban District	
Site Dimensions	Roughly rectangular tract fronting 64.86' on Northlake Drive, rear of 98.03' along Lake Pontchartrain by depths of 230' and 240'	
Flood Zone	V15	
Legal Description	Lot 5-A, Square 5, Lewisburg Estates, Addition No. 1, St. Tammany Parish, LA	

COMPARABLE LAND SALE 4		
Property and Sale Data		
Address	163 River Lane, Madisonville, LA	
Sale Price	\$715,000	
Site Size	43,124 sf	
Unit Price	\$16.58	
Date	July 27, 2020	
Vendor	Spartan Construction, LLC	
Vendee	Thomas A. Ragan	
Recordation	2217348	
Terms	Cash	
Verification	St. Tammany Parish Clerk of Court	
Confirmation	Kyle Gurievsky representing Berkshire Hathaway	
Highest & Best Use	Waterfront residential	
Site Data		
Site Size	43,124 sf / 0.990 acres	This is the sale of a cleared, filled and bulkheaded residential lot located on the Tchefuncte River which provides Lake Pontchartrain access. The lot has a wood pier and steel bulkheading. The lot was on the market for 688 days with an original list price of \$829,000.
Zoning	C, Neighborhood Business District	
Site Dimensions	Trapezoid shaped tract fronting 138' on River Lane, rear of 140.6' by depths of 297.69' and 330.43'	
Flood Zone	A13	
Legal Description	Lot 12, Madison Harbour Subdivision, St. Tammany Parish, LA	

### COMPARABLE LAND SALES MAP





**PERTINENT DATA & ANALYSIS**

Sale #	Subject	Sale 1	Sale 2	Sale 3	Sale 4
<b>Date</b>		<b>9/23/2022</b>	<b>6/4/2021</b>	<b>12/11/2020</b>	<b>7/27/2020</b>
<b>Address</b>	Esquinanse Street	1617 Lakeshore Drive	106 Northlake Drive	111 Northlake Drive	163 River Lane
<b>Sale Price</b>		\$360,000	\$195,000	\$447,000	\$715,000
<b>Land SF</b>	216,491	32,906	19,851	23,419	43,124
<b>Zoning</b>	R-1	R-1, Single Family Residential District	A-2, Suburban District	A-2, Suburban District	A-2, Suburban District
<b>Unit Price-Land SF</b>		<b>\$10.94</b>	<b>\$9.82</b>	<b>\$19.09</b>	<b>\$16.58</b>
<b>Conditions of Sale</b>		0.00%	0.00%	0.00%	0.00%
<b>Adjusted Unit Price</b>		<b>\$10.94</b>	<b>\$9.82</b>	<b>\$19.09</b>	<b>\$16.58</b>
<b>Market Conditions</b>		0.00%	0.00%	0.00%	0.00%
<b>Adjusted Unit Price</b>		<b>\$10.94</b>	<b>\$9.82</b>	<b>\$19.09</b>	<b>\$16.58</b>
<b>Size</b>		-20.00%	-20.00%	-20.00%	-20.00%
<b>Zoning</b>		0.00%	0.00%	0.00%	0.00%
<b>Location/Amenities</b>		35.00%	35.00%	0.00%	0.00%
<b>Composite Adjustment</b>		15.00%	15.00%	-20.00%	-20.00%
<b>Adjusted Unit Price</b>		<b>\$12.58</b>	<b>\$11.30</b>	<b>\$15.27</b>	<b>\$13.26</b>
<b><u>Unit Price-Land SF</u></b>	<b><u>Unadjusted</u></b>	<b><u>Adjusted</u></b>			
<b>Low</b>	\$9.82	\$11.30			
<b>High</b>	\$19.09	\$15.27			
<b>Mean</b>	\$14.11	\$13.10			
<b>Median</b>	\$13.76	\$12.92			
<b>St. Dev</b>	\$4.45	\$1.66			
<b>Coeff Var</b>	31.51%	12.66%			

**Summary of Comparable Sales:**

The comparable land sales included above represent the most recent sales of similar parcels of vacant land as compared to the subject property. They indicated an unadjusted range from \$9.82 per square foot to \$19.09 per square foot, with a mean of \$14.11 per square foot, a median of \$13.76 per square foot, and a standard deviation of \$4.45 per square foot.

Typically, adjustments can be made to compensate for conditions of sale, market conditions, size and location or any key considerations of differences that may be applicable. Below is an explanation of the adjustments applied in the above grid.

The subject larger parcel is a unique piece of property given its size and lake-front location. I am unaware of any comparable land sales as large as the subject and the sales utilized in this analysis are the best sales I could find.

**Conditions of Sale** – All sales were purchased within arm’s length and no adjustments are necessary for conditions of sale.

**Market Conditions** – Market condition adjustments were considered but determined to be unnecessary.

**Size** – Considerations for disparity in size have been accounted for based on the concept of *economies of scale*, which suggests that the smaller sites hold a higher unit value, and the larger sites hold a smaller unit value. The sales have been adjusted accordingly.

**Zoning** – No zoning adjustments were necessary.

**Location/Amenities** – Adjustments were applied to account for relative differences in location between the subject and the comparables. In this case, Sales 1 and 2 do not have direct water frontage or access but rather there is a roadway between the Lake and the site. Sales 3 and 4 have direct frontage on their respective bodies of water, a superior attribute, like the subject. Sales 1 and 2 have been adjusted upward.

Following the application of these adjustments, the adjusted unit indicators present a range from \$11.30 per square foot to \$15.27 per square foot, with a mean of \$13.10 per square foot, a median of \$12.92 per square foot, and a standard deviation of \$1.66 per square foot.

**Reconciliation of Land Site Valuation**

Based on the data utilized within this analysis, this Land/Site Valuation indicates a unit value for the subject site of \$13.00 per square foot, based on the adjusted mean. When this unit value is applied to the unencumbered portion of 186,933 SF it equates to an unencumbered portion value of \$2,430,129.

Plus owners residual interest of land within the drainage servitude:

29,558 SF @ \$13.00 per SF = \$384,254

\$384,254 @ 20%\* = \$76,851

\$2,430,129 add \$76,851 = \$2,506,980

VALUE INDICATED BY LAND/SITE VALUATION                      -                      \$2,506,980



**CORRELATION OF VALUE ESTIMATE - AFTER**

COST APPROACH: N/A  
SALES COMPARISON APPROACH: \$2,506,980 (Land only)  
INCOME APPROACH: N/A

**CORRELATION DISCUSSION:**

The value estimate in the after status is estimated by the Sales Comparison Approach (land only).

***Final value allocation:***

Land value:	\$2,430,129
Plus residual interest within drainage servitude:	<u>\$76,851</u>
Total:	\$2,506,980

## ANALYSIS OF ADDITIONAL COMPENSATION

In addition to estimating just compensation for real property required from this ownership for construction of the referenced project (*Old Golden Shores Drainage*) consideration must be given to any additional compensation warranted by the owner's loss. This measure is often referred to as "just compensation" which is defined as, "The amount of money required to place the owner of an affected property in the same pecuniary position after the acquisition equal to the pecuniary position that existed in the property before the acquisition.

The total recommended compensation for real property losses amounts to \$307,403. This reflects the difference between the owners' pecuniary position before and after the acquisition. This amount awarded to the property owner will place him/her in the same before pecuniary position.

With respect to losses beyond real property, the subject does not operate as an owner-occupied business facility, and no consideration of business loss is required.

Therefore, it is my opinion that the payment of the amount estimated in this report would place the owner in the same pecuniary position as before the acquisition took place.

**FINAL ESTIMATE OF VALUE**

<b>Value Estimate Before:</b>	\$2,814,383
<b>Value Estimate of Part Required:</b>	
<b>Land Rights</b>	\$307,403
<b>Improvements</b>	<u>\$0</u>
<b>Total Part Required:</b>	<b>\$307,403</b>
<b>Indicated Remaining (Before) Value:</b>	\$2,506,980
<b>Estimated Remaining (After) Value:</b>	\$2,506,980
<b>Diminution in Value of Remaining Real Estate:</b>	<b>\$0</b>
<b>Construction Servitude Compensation (4-year rent payment):</b>	<b>N/A</b>
<b>Cost to Cure:</b>	<b>N/A</b>
<b>Other economic gains:</b>	<b>N/A</b>
<b>Total:</b>	<b>\$307,403</b>

**CERTIFICATE OF THE APPRAISER**

ST. TAMMANY PROJECT NUMBER: 20-078  
PARCEL NO.: Option A

I hereby certify:

That I have personally inspected the property herein appraised and I have afforded the property owner or his designated representative the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal and no other person provided significant professional assistance unless noted.

The reporting option in this assignment as noted under Standard 2-2 in USPAP is an "Appraisal Report" utilizing the LA. DOTD Form A

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions are based and expressed therein is correct, subject to the limiting conditions therein set forth.

That I understand that such appraisal may be used in connection with the acquisition of property or property rights required for a project proposed by the Parish of Ascension, with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State and Federal laws, regulations, USPAP standards, and policies and procedures applicable to appraisal of property or property rights for such purposes; that any increase or decrease in the before value caused by the proposed improvement has been disregarded in determining compensation for the property. To the best of my knowledge no portion of the value assigned to such property consists of items that are non-compensable under the established law of this State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect, present or contemplated, future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of St. Tammany Parish or officials of the Federal Highway Administration, and I will not do so until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have provided real estate services on this property in the three years prior to accepting this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

The date of inspection of the subject property was November 6, 2024.

As of the date of this report, I, Neal S. Meyer, have completed the Standards and Ethics Education Requirements for Practicing Affiliate of the Appraisal Institute.

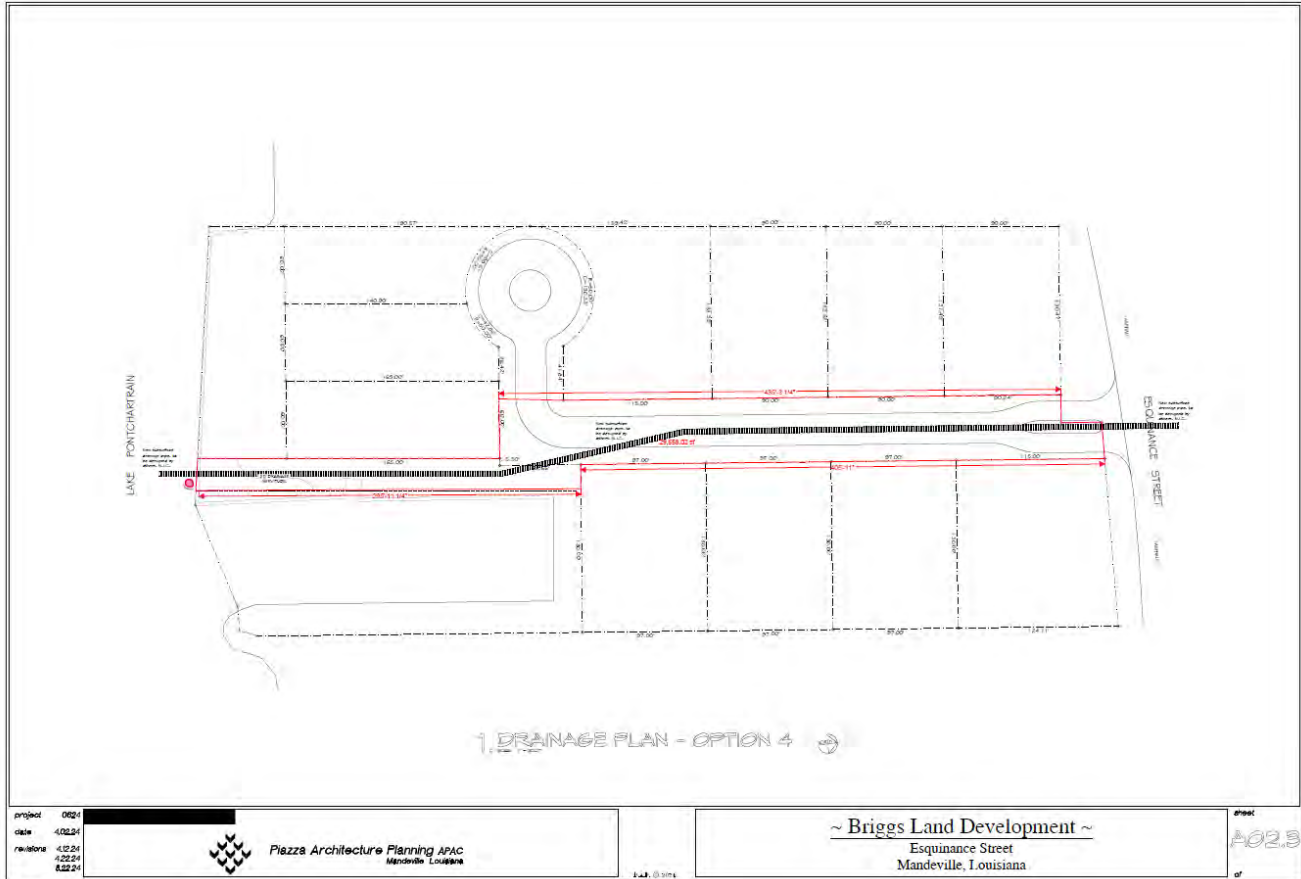
As of the date of this report, I, Neal S. Meyer, have completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

**That my opinion of compensation, as of November 6, 2024, based upon my independent appraisal and the exercise of my professional judgment, is \$307,403.**



Neal Scott Meyer, R/W-AC  
Louisiana State Certified  
General Real Estate Appraiser #G1589

# PROJECT MAP



### ZONING MAP



**COPY OF NOTIFICATION LETTER**



August 31, 2023

Mr. Paul Mayronne  
Jones Fussell  
1001 Highway 190 East Services Rd. Suite 103  
Covington, LA 70433

RE: Drainage Servitude Acquisition - Lots 1, 2 of Lewisburg – Old Golden Shores Drainage Project

Mr. Mayronne,

The City of Mandeville is planning construction of the above-referenced project, which will impact your client's property. I have been retained to provide real estate appraisal services to assist in their right of way acquisitions. It is our policy to notify you, as the property owner or representative of the same, in advance of an on-site inspection and an appraisal of the property. We would like to obtain your permission to enter the property to take photographs and measurements of any notable improvements.

If you wish to accompany us on our site inspection of the property -or- if you do not wish to meet but would like to discuss the matter, please contact me at 504-274-2682 or via email at nealm@murphyappraisal.com. This offer is a courtesy to you, it is not mandatory that you accompany us on our site inspection.

It should be understood that we would not be in a position to discuss the value of the property or to tell you when an offer for the property will be made. If we have not heard from you within ten (10) days of receipt of this letter, we will conclude that you choose not to accompany us on the site inspection and that you are granting us access to the property.

We look forward to working with you.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Neal M.", is located below the "Respectfully submitted," text.



## PROPERTY INSPECTION REPORT

State Project No.: N/A  
Highway: Old Golden Shores Drainage  
Parish: St. Tammany Parish  
Parcel No.: Option A

I mailed out 10-day notification letters on August 31, 2023 and inspected the property on September 10, 2023.

No one accompanied me on the November 6 inspection – I inspected the property from the exterior fence.

## CURRICULUM VITAE NEAL SCOTT MEYER, R/W-AC

### Primary Real Estate Business Experience:

- Owner/Managing Director/Appraiser: Murphy Appraisal Services, LLC (2003 – Present)
- Partner, 10/12 Properties, (2010 – Present)

### Practical Real Estate Experience:

- Condemnation/Expropriation Appraisal:
  - DOTD Consultant
  - Federal Projects (Yellow Book):
    - OCPR Conservation Project: Blind River, Multiple Parishes
    - OCPR Conservation Easement Project: Bayou Sale', St. Mary Parish
    - Reach B-2 Federal Levee Expansion Project, Plaquemines Parish
    - LPV-ARM-09 System Armoring (LPV-111.0, New Orleans East Back Levee, CSX Railroad to Michoud Canal), Orleans Parish
    - BA-203 Barataria Basin Ridge and Marsh Creation (Spanish Pass Project), Plaquemines Parish
    - LCA BUDMAT - Tiger Pass Jack and Bore Casing Design, Plaquemines Parish
    - LCA BUDMAT – Hopper Dredge Project, Plaquemines Parish
    - Isle de Jean Charles (IDJC) Resettlement, Terrebonne Parish
    - Runway 13-31 Safety Area and RPZ Improvements, St. Tammany Parish
    - OCPR, Mid Barataria Phase 1 & 2 Outfall Parcels, Plaquemines Parish
    - OCPR, Lafitte Tidal Protection Rosethorne Basin Phase I, Jefferson Parish
  - State Projects:
    - LA State Project # 014-04-0028 – Highway 165 Oberlin to Oakdale North
    - LA State Project # 014-04-0033 – Highway 165 Oberlin to Oakdale South
    - LA State Project # 014-03-0022 – Highway 165 Kinder to Oberlin
    - LA State Project # 023-06-0044 – Highway 171 Quitman to Lincoln
    - LA State Project # 014-04-0032 – Highway 165 Oakdale to Glenmora
    - LA State Project # 014-02-0020 – Highway 165 Interstate 10 to Fenton
    - LA State Project # 014-02-0023 – Highway 165 Fenton
    - LA State Project # 025-02-0030 – Highway 171 Florien to Many
    - LA State Project # 006-01-0021 – Huey P. Long Bridge
    - LA State Project # 064-01-0040 – Highway 1, Caminada Bay Bridge
    - LA State Project # 852-26-0021 – Military @ Cleo Road
    - LA State Project # 018-30-0025 – LA 433/Albert Street/Voters Road
    - LA State Project # 742-52-0012 – SW Frontage Road
    - St. Tammany Parish Airport Road Acquisition Project
    - LA State Project # 19-610-06B-04, Part 1 & 2 - Louisiana State University and Veterans Affairs Academic Medical Center Development, New Orleans, Louisiana
    - St. Tammany Parish Wide Drainage Improvement Projects
    - St. Tammany Parish I-10 Fishing Pier Project
    - Entergy Project # 21041.0 - Ironman – Tezcuco
    - Washington – St. Tammany Electric Project Lacombe to Hickory
    - LA State Project # 260-01-0028 – Highway 42, St. Tammany Parish
    - LA State Project # H.001340 - LA 21 Widening (Bootlegger – 11<sup>th</sup> Street), Covington
    - LA State Project # H.003790 – HWY 930, St. Tammany Parish
    - Plaquemines Parish Wide Drainage Projects
    - Club Deluxe Road Widening, Hammond, Louisiana
    - LA 44 and LA 941 Roundabout, St. Tammany Parish
    - Move Ascension – Parish Wide Projects, St. Tammany Parish
    - Highway 1088 Connector, St. Tammany Parish

- Institutional Lending/Private Client Appraisal:
  - Shopping and Retail Centers, Medical and Office Buildings
  - Industrial Warehouses, Office Warehouses, Warehouse Condominiums
  - Land-Bulk Acreage and Subdivision Analyses
  - Special Purpose Properties: Churches, Restaurants, Banquet Halls
  - Condominium conversions and developments
  - Multi-family Properties ranging from 4 units to 200 + units
  
- Qualified and Testified as expert witness:
  - 22<sup>nd</sup> Judicial Court, St. Tammany Parish, Judge William J. Crain, Inverse Condemnation case relating to FEMA imposed tree loss on private property. Represented St. Tammany Parish
  - 40<sup>th</sup> Judicial Court, St. John the Baptist Parish, Judge J. Sterling Swoody, Expropriation Compensation Trial. Made two appearances on the stand to defend compensation amounts for a proposed overhead electrical servitude. Represented Entergy.
  - 25<sup>th</sup> Judicial Court, Plaquemines Parish, Judge Clement, Expropriation Case Venture Global Gator Express LLC v. McClintock. Represented Venture Global.
  - 25<sup>th</sup> Judicial Court, Plaquemines Parish, Judge Connors, Expropriation Case Venture Global Gator Express LLC v. Perez. Represented Venture Global.
  - 5<sup>th</sup> District, United States District Court, Eastern District of Louisiana, Judge Barbier, Venture Global Gator Express LLC v. Captain Zach and ESP. Represented Venture Global.

Memberships, Licenses, Etcetera:

- State of Louisiana Certified General Real Estate Appraiser #G-1589
- State of Mississippi Certified General Real Estate Appraiser #GA-961
- State of Alabama Certified General Real Estate Appraiser #G-00954
- R/W-AC Designation by the International Right of Way Association
- General Associate Membership in the Appraisal Institute #452159
- Associate Membership in the International Right of Way Association #7889787
- Board Member of Chapter 43, International Right of Way Association
- Treasurer, Chapter 43, Bayou Chapter, International Right of Way Association
- General Member and candidate, Certified Commercial Investment Member
- General Membership in NOMAR, New Orleans Metro Association of Realtors
- Approved on the DOTD Consultant Appraisal Panel

Primary Education:

Rhodes College – Memphis, Tennessee

- College of Arts and Sciences, Bachelor of Arts Degree  
(August 1998 – May 2002)
- Major: International Studies
- Real Estate Related Courses: Economics 101 – 204

Real Estate Related Education:

Appraisal Institute

- MAI Candidate
- Course 110: Appraisal Principles
- Course 120: Appraisal Procedures
- Course 310: Income Capitalization
- Course 405G: General Appraiser Report Writing
- Course 410: National USPAP Course
- Course 510: Advanced Income Capitalization
- Course 520: Highest and Best Use and Market Analysis
- Advanced Concepts and Case Studies
- National USPAP Update Course
- Business Practice and Ethics, Scope of Work

International Right of Way Association

- *R/W-AC* Designated
- Course 400: Principles and Procedures
- Course 401: Appraisal of Partial Acquisitions
- Course 421: Valuation of Partial Acquisitions
- Course 409: Integrating Appraisal Standards
- Course 421: Partial Acquisitions - Advanced
- Course 501: Residential Relocation Assistance
- Course 502: Business Relocation
- Course 505: Advanced Relocation Assistance (Residential)
- Course 804: Skills of Expert Testimony
- Course 804: Easement Valuation

NBI - National Business Institute

- Property Taking Through Eminent Domain in Louisiana (Seminar)

Donaldson School of Real Estate

- 90 Hour Salesperson licensing course



## ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following conditions and to such specifications and limiting conditions that also might be set forth in this report. These conditions affect the analyses; opinions, and value conclusions contained in this report.

1. It is assumed that the property is owned in Fee Simple Title. Fee Simple Title implies that the property is owned free and clear, unencumbered and unless otherwise specified. There are to be no leases, liens, easements, encroachments or other encumbrances on the larger parcel that have not been specified in this report.
2. No responsibility is assumed for matters of a legal nature affecting the appraised property or title. This appraisal assumes that the larger parcel is presented with a good and marketable title unless otherwise specified. The appraiser has not rendered an opinion as to the title and does not have the expertise to do so. Data on ownership and legal descriptions were obtained from sources generally considered reliable.
3. The property is appraised assuming it is to be under responsible ownership and competent management. Unless otherwise specified, the property is assumed to be available for its highest and best use.
4. Any survey contained in this report is assumed to be true and correct, and it is also assumed that there are no hidden encroachments upon the property appraised except as noted. Any sketch prepared by the appraiser and included in this report may show approximate dimensions and is included to assist the reader in visualizing the property only. The appraiser has not made a survey of the property and does not warrant any surveys or other presented plans or sketches.
5. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or other structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover these factors. This includes the presence of unusual/extraordinary mineral deposits or subsurface rights not typically transferred with normal comparable data (i.e. valuable mineral rights associated with oil/gas production, etc., are not part of this assignment).
6. Any distributions of the valuation of the report between land and improvements apply only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if used in conjunction with any other appraisal.
7. No responsibility is assumed for changes in matters that are legal, political, social, or economic which could affect real estate values that take place after the effective date of this evaluation.
8. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for the accuracy of such information furnished to the appraiser during the appraisal process is warranted by the appraiser. The appraiser assumes no responsibility for the accuracy of such information as measurements, survey, title information, and other information furnished by comparable sales data found in courthouse records and information obtained from Realtors and other parties during any type of comparable survey.
9. This report is predicated upon the assumption that the property has reached a stabilized occupancy as of the date of valuation, unless otherwise noted.
10. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner and in accord with the referred to plans and specifications.



11. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless required to do so by a court.
12. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.
13. Neither all nor any part of the contents of this report, especially any conclusions as to value, identity of the appraiser or the firm with which he (they) is connected or any reference to the Appraisal Institute shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without prior consent of the undersigned.
14. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials or gases may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. This report further assumes that there are no under/above ground storage tanks of any kind on the property (unless otherwise noted). Possible leakage problems have not been addressed. The site history of the larger parcel has not been explored, nor has the historical land use patterns of surrounding properties been investigated. Again, the appraiser has not addressed any environmental issues that might affect value. This report assumes that no such issues of any kind are present or affecting the Fee Simple Value in any manner (unless otherwise noted). The appraiser urges the client to retain an outside environmental expert to determine the larger parcel's status from this perspective.
15. The appraiser has personally inspected the property and finds no obvious evidence of structural deficiencies except as stated in the report. However, no responsibility for hidden or unnoticed defects is assumed. No responsibility for conformity to specific governmental requirements (such as fire, building and safety, earthquake, or occupancy codes) can be assumed without provisions of specific professional or governmental inspections.
16. The appraiser has personally inspected the larger parcel and found no evidence of termite damage or infestation (unless otherwise noted). No termite inspection report was made available to the appraiser; the appraiser is not responsible for damages resulting from any type of insect infestation whatsoever. This is beyond the scope of the appraisal assignment.
17. I have agreed to enter into this assignment requested by the client named in the report for the use specified by the client which is stated in the report, which calls for things that are different from the work that would otherwise be required by the specific guidelines of USPAP. The client agreed that the performance of this limited appraisal service is appropriate for their intended use.

ACCEPTANCE OF AND USE OF THIS APPRAISAL REPORT CONSTITUTES  
ACCEPTANCE OF ABOVE

# **Special Event Permit**





## INTEROFFICE MEMO

---

**TO:** Alicia Watts  
Elizabeth Sconzert

**FROM:** Alia Casborné

**DATE:** December 9, 2024

**SUBJECT: Special Events Application Recommendations**

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

**Junior League of Greater Covington**

*Applicant: Amy Puerto*

**Carnival Couture**

Date/Time: Friday, January 31, 2025 – 11:00 a.m. – 2:00 p.m.

Rain Date: N/A

Location: Fleur de Lis Event Center (Private Property)

**Approval Requests:**

- Permission to apply for ATC Special Event Permit to serve alcohol on private property.

**Contingencies:**

- ATC Permit Special Event Permit

# **Carnival Couture**



Mayor Clay Madden

**SPECIAL EVENT PERMIT APPLICATION**

Name of Organization or Group The Junior League of Greater Covington  
 Name of Authorized Representative Amy Puerto, <sup>Past</sup> President Non-Profit/Tax-Exempt # 72-0838764  
 Mailing Address 529 N. Columbia Street  
 City Covington, State LA Zip 70433  
 Applicant Phone # 606-219-3160 Alt. Phone # n/a  
 E-Mail pastpresident@jlgc.net Application Fee Paid?  YES  NO

Name of Event: Carnival Couture 8AM-6pm (includes set-up & clean-up)  
 Date(s) of Event: Day Friday Date 01/31/2025 Time 11A-2pm Rain Dates(s) n/a  
 Event Location: Fleur De Lis Event Center, Mandeville

Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
 Description/Purpose of Event: Mardi Gras Fashion Show whose ticket sales benefit the mission and programs of the Junior League Estimated Attendance 200

**EVENT DETAILS - Check all that apply:**

1	Are patron admission, entry or participant fees charged?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Is the event open to the public? <u>(yes, but public must purchase presale tickets to attend)</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4	Will you require barricades for the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting		
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures? <u>(only elevated structure is the Fleur de Lis Center's supplied runway).</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

(only elevated structure is the Fleur de Lis Center's supplied runway).





14	Do you plan to provide portable toilets? * See Guidelines*	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15	Will there be security staff?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16	Are you planning to have amplified sound?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
18	Will there be any signs, banners, decorations, or special lighting? <i>(all signage &amp; decor will be inside building upon event space's approval.)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

1. If "Yes" is checked for any of the Event Detail questions, please refer to the Special Events Guidelines for instructions.
2. If police presence is required, contact Mandeville Police Department at (985) 626-9711 to reserve a Police Detail.
3. If alcohol is being served, please complete the City Liquor License Application and Appendix A to include with the application. The City permit is required to apply for the State permit.
4. A Site Plan MUST be included with the application illustrating a detailed layout of the event, showing the precise location of stages, tents, power, food vendors, alcohol sales, portable toilets, etc. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control personnel (if applicable).

### INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. A copy of the Insurance Certificate is to be included as an attachment to this application. The Insurance Certificate must be submitted to the City Clerk no later than 30-days prior to the event in order for the Special Events Permit to be issued.

The Mayor of Mandeville has the right to revoke any permit application or permit. The applicant shall comply with all permit directions and conditions, and with applicable laws and ordinances. The event organizer or other authorized representative heading such activity shall carry the permit upon his person during the conduction of the event.

The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity which may arise from operations under or in connection with the permit.

The undersigned has read and submitted the completed application, including all required attachments and documentation. The applicant or applicant's representative has read the Special Events Guidelines and agrees to comply with the terms and conditions as defined therein. Failure to comply with these terms and conditions is subject to fines and penalties as set forth by City Ordinance.

Signed By: *Amy D. Puerto*  
 Printed Name: Amy Puerto  
 Organization Represented: The Junior League of Greater Covington  
 Office Held: Immediate Past - President / Finance Committee Date 11/11/2024

Please email completed application to [acasborne@cityofmandeville.com](mailto:acasborne@cityofmandeville.com).

**Thoroughly read the information outlined in the Special Events Guidelines and throughout this Application.**





## SPECIAL EVENTS GUIDELINES

- 1. All persons or organizations applying for a Special Events Permit are required to submit a fully completed Special Events Application at least 90 days prior to the event date. The applicant must complete, SIGN and DATE the application, which obligates the applicant to abide by the provisions of the signed agreement and Guidelines. Please email completed application to [acasborne@cityofmandeville.com](mailto:acasborne@cityofmandeville.com).
- 2. A \$25 application fee is required at the time the Special Events Application is submitted.
- n/a 3. To arrange for street closures or traffic control, the applicant is to contact the Mandeville Police Department at (985) 626-9711.
- 4. If alcoholic beverages will be sold or served, City recommendation for approval and State Special Events Alcohol Permits are required by the applicant and/or vendor. City Alcohol Form and Schedule A must be completed. A letter of recommendation will be provided, after Council approval, to be included with the applicant's ATC Special Event Application. ATC will not approve an application without the recommendation letter from the City. ATC Liquor Application can be found at <http://www.atc.rev.state.la.us/special-event.php>.
- 5. A site plan must be included with the application. The layout must include a detailed illustration of the precise location of stages, tents, power and water sources, food vendors, retail vendors, alcohol sales, and portable toilets. Run/Walk events also require a detailed map indicating the route to be taken, where safety personnel will be stationed, and the location of temporary traffic control (if applicable).
- n/a 6. The applicant is solely responsible for clean-up and removal of trash and debris from the event site and surroundings. The site is to be returned to its original condition within 48 hours following the event. The applicant/organizer will be subject to fines for failure to comply.
- n/a 7. If portable toilets will be provided by the applicant, a copy of the contract with the vendor specifying in writing that the portable toilets are to be removed from the site by no later than the next business day following the event. Failure to comply will result in fines to the contractor or the applicant/organizer. A copy of the contract with the vendor is to be included as part of the application.
- n/a 8. If tent/tents will be used as part of the event, a copy of the contract specifying set-up and removal dates of the tents is to be included as part of the application.
- n/a 9. For Festivals or Fairs with amusement rides, the applicant must register with the State of Louisiana Department of Public Safety and Corrections, Public Safety Services, and provide proof of inspection for all amusement rides. A copy of the certification is to be included with the application.
- n/a 10. When cooking is performed at booths or tents using propane cookers or other forms of open flame, the Fire Department requires that there is one 5# ABC Fire Extinguisher located at each cooking station. No charcoal grills are allowed.
- n/a 11. Before posting or placing any signs on public property, please contact the Permits Department at Mandeville City Hall (3101 East Causeway Approach) or call (985) 626-3144.

NOTE: All of the required attachments are to be included with the application when it is submitted. The application is not considered to be complete until all of the attachments (application fee, drawings of site plans and walk/run routes, copies of contracts, tax-exempt and non-profit certifications, etc.) have been received.

**City of Mandeville**  
**3101 East Causeway Approach**  
**Mandeville, Louisiana 70448**  
**985-624-3147 985-624-3149 Fax**

**\*\*SPECIAL EVENTS (3-DAY)\*\***  
**LIQUOR LICENSE APPLICATION**

1. Liquor license to be issued to: The Junior League of Greater Covington  
 2. Legal name(s): Individual, Partners, or Corporation \_\_\_\_\_  
 3. Apply for: Class "A"  Class "B" \_\_\_\_\_ / High Content \_\_\_\_\_ Low Content \_\_\_\_\_ / Restaurant \_\_\_\_\_  
 4. Business location address 529 N. Columbia Street, Covington, LA 70433  
 Telephone (601)-219-3160  
 5. Mailing address (Same business address)  
 6. Contact Person Amy Puerto  
 Phone Number (601)-219-3160 E-Mail Address: pastpresident@jlgc.net  
 Fax Number ( ) N/A Web Address www.jlgc.net

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

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

A	<u>Bernie Taylor</u> Name	<u>President</u> Title	<u>433-98-0857</u> SSN	<u>0%</u> % Owned
	<u>534 Evergreen Drive</u> Resident Address	<u>Mandeville, LA 70448</u> City State Zip	<u>504-231-2066</u> Home Phone Number	
B	<u>De'Anne Lucario</u> Name	<u>Treasurer</u> Title	<u>439-53-9694</u> SSN	<u>0%</u> % Owned
	<u>40173 Maison Lafitte Blvd.</u> Resident Address	<u>Ponchartraine, LA 70454</u> City State Zip	<u></u> Home Phone Number	
C	<u>Amy Puerto</u> Name	<u>Immediate Past President</u> Title	<u>645-24-3924</u> SSN	<u>0%</u> % Owned
	<u>1776 Continental Drive</u> Resident Address	<u>Covington, LA 70433</u> City State Zip	<u>(601)-219-3160</u> Home Phone Number	
	<u>Unit 1011</u>			

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

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?  
 Yes  If yes: Name JLGC/Sugar Plum Market Location: The Greenwood NOV. 3, 2024

11. Has applicant applied for state liquor license? Yes  
 12. Has the applicant ever been denied a state or local liquor license? NO

12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO  
 13. Is applicant the owner of the premises to be occupied? NO If no, does applicant hold a bona fide written lease? Yes (Supply copy of lease with application.)

14. If premises leased, give name and address of lesser. Fleur delis Center, 11045 N. Causeway Blvd., Mandeville, LA 70471

15. Describe the part of the building to be occupied by business: The Ballroom  
 16. Open date for this location Friday, January 31, 2025

17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:  
Junior League's mission is to advance women's leadership for meaningful impact. This is accomplished with fundraisers like the second annual Carnival Costume whose ticket sales benefit the Junior League and its mission of community projects + programs.  
**An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).**

I affirm that the information given on this application is true and correct.

Signature of Applicant Amy Puerto Title: Immediate Past President  
 Signature of Preparer Amy Puerto Date 11/11/2024



State of Louisiana  
Office of Alcohol and Tobacco Control

JEFF LANDRY  
GOVERNOR



RICHARD NELSON  
SECRETARY

ERNEST P. LEGIER, JR.  
ATC COMMISSIONER

**Special Event Permit Application**

**IMPORTANT NOTE:** Failure to complete application or submit all documentation will delay issuance of special event permit. Applications must be submitted at least ten (10) days prior to your event. Application submitted via mail should be submitted earlier to allow time for delivery.

**PERMIT TYPE**

1. Select permit type and attached appropriate documentation, if applicable.	Fees	Total Due
<input checked="" type="checkbox"/> TYPE A – Tax exempt non-profit status under IRS Code Sections 501(c)(3), 501(c)(6), or 501(c)(8)	\$0.00	
<input type="checkbox"/> TYPE B – Non-profit Organization	\$10.00	
<input type="checkbox"/> TYPE C – All others persons or organizations not eligible for another type of permit	\$100.00	
<input type="checkbox"/> HOMEBREW Special Event Permit	\$0.00	

**APPLICANT INFORMATION**

2. Name of Applicant (name of individual, organization, etc.)  
The Junior League of Greater Covington, Inc.

3. Applicant's Mailing Address  
529 N. Columbia Street, Covington, LA 70433

4. Who is the primary organizer of this event? (company/individual)  
The Junior League of Greater Covington, Inc.

5. Contact Name:  
Bernie Taylor, President 2024-2026 and Amy Puerto, <sup>Immediate</sup> Past President of JLG&C

6. Contact Phone number:  
504-231-2066 and 706-219-3160

7. Contact Driver's License:  
004112824 and DL: 011800340

8. Contact Email address:  
president@jlgc.net and finance@jlgc.net and past-president@jlgc.net

9. Has applicant received more than twelve (12) permits in the current calendar year?  YES  NO

10. How would you like to be notified about permit status?  
 Phone number  Mailing Address  Email Address

**Event Information**

11. Name of Event: Carnival Couture

12. Event Website (if applicable)  
givebutter.com/c/carnivalcouture and www.jlgc.net/fundraisers/carnival-couture/

13. Event Location: (Full Address)  
Fleur de Lis Center, 45 N. Causeway Blvd., Mandeville, LA 70471

14. Will the event be held at a location that holds a permit with ATC?  
 YES  NO  
 > If YES: (Business Name) Fleur de Lis Event Center  
 (Business Permit Number) AR-C-520000007529

15. Where will the event be held?  Inside  Outside

16. Approximately, how many attendees will attend the event? 200





**Louisiana Office of Alcohol and Tobacco Control**

Event Information	
17. Provide the dates of event:	<div style="border: 1px solid black; padding: 2px; display: inline-block;">01 / 31 / 2025</div> to <div style="border: 1px solid black; padding: 2px; display: inline-block;">01 / 31 / 2025</div>
<ul style="list-style-type: none"> <li>➤ Special Event permit(s) may only be issued for a period of up <b>three (3) consecutive days</b></li> <li>➤ Additional applications must be submitted for events lasting more than 3 days.</li> <li>➤ Wholesalers may <b>ONLY</b> deliver alcoholic beverage products up to two (2) days prior to event address as indicated on special event permit.</li> </ul>	
18. Hours of Operation (check only applicable days)	<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">Event is 11am-4pm</div> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Day 1 – Hours of event: Start: <u>8 am</u> End: <u>6 pm</u> for <input checked="" type="checkbox"/> Set-up <input checked="" type="checkbox"/> Event <input checked="" type="checkbox"/> clean up</li> <li><input type="checkbox"/> Day 2 – Hours of event: Start: _____ End: _____ for <input type="checkbox"/> Set-up <input type="checkbox"/> Event</li> <li><input type="checkbox"/> Day 3 – Hours of event: Start: _____ End: _____ for <input type="checkbox"/> Set-up <input type="checkbox"/> Event</li> </ul>
19. Describe Event and your role in event: (i.e. what type of event; where is alcohol offered or sold, outside, tent, booth etc.)	
<p><i>Guests will enjoy great food, the latest Mardi Gras fashion, and lots of fun as everyone gathers for a great cause. Before the fashion show, guests will enjoy games, libations, a silent auction filled with excellent prizes, and a glitter bar. All proceeds from ticket sales, sponsorships, and beverage sales will benefit the mission, programs, and philanthropy of the Junior League of Greater Covington.</i></p>	
20. Is Applicant the exclusive alcohol beverage service provider at event? If "NO," list all other providers.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
21. Type of Alcohol at Event: (Check all applicable)	
<input type="checkbox"/> Beer/Malt Beverages <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Liquor/Distilled Spirits	
22. Will there be a general admission, registration, or ticket fee to attend event?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
23. Will there be a fee for alcoholic beverages?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
24. Will alcohol be purchased? If "YES", list. (i.e. name of wholesalers):	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Republic National Distributing Company</b>	
25. Does applicant understand ALL alcohol (excluding TYPE A) must be purchased under your special event permit and only purchased from a Louisiana authorized wholesale dealer?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
26. List all brands of alcoholic beverages that will be <u>sold/served/available at event?</u> (excluding samplings conducted in accordance with sample regulations LAC 55:VII:317(c)(2)(h)) – example: Budweiser, Crown Royal, Mondavi Wine	
<p align="center"><b>Alcohol brands include (Variety: Andre Brut, Cooks, Verdi, and Korbel)</b></p>	
27. Will alcohol be donated?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Not all alcohol will be donated, and the organization will have to pay for any additional bottles</b>	
28. If alcohol is donated, list <u>all products donated and who donated product:</u> <input type="checkbox"/> check if not applicable	
<b>Republic National Distributing Company will be the vendor donating the alcohol will be the following brands: Andre Brut, Cooks, Verdi, and Korbel</b>	



## Louisiana Office of Alcohol and Tobacco Control

Event Information	
29. Will alcohol sampling by a retailer, wholesaler, or manufacturer be conducted at event? <b><u>If "YES," complete Sampling/Homebrew section.</u></b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
30. Will alcohol beverage products produced by a homebrew be available at event? <b><u>If "YES" complete Sampling/Homebrew section.</u></b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
31. Does this event involve a promoter? <b><u>If "YES," complete Promoter/Other Organization section.</u></b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
32. Are there other organizations, persons, vendors, or promoters involved with event or receiving proceeds from event? <b><u>If "YES" complete Promoter/Other Organization section.</u></b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
33. Have you obtained all necessary permits and/or approval from your local jurisdiction? > Local permit and/or letter of approval must be attached to application	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
34. Have you obtained permission to sell alcohol from the owner of the premise? > If YES, Attach Lease or Letter	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Sponsorship	
35. Will this event be sponsored by an alcohol industry member such as a retailer, wholesaler/distributor or manufacturer/suppliers? Explain. If YES, explain and attach sponsorship contract.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
36. Is the event receiving any cash or monetary donation from any outside sources? If "YES," explain.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
37. Is the event receiving any alcohol products as part of the sponsorship?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
38. Is the event offering <b>exclusively</b> one manufacturer line of products as a condition of sponsorship? (Example: Only Budweiser or Miller Coors products etc.) . If YES, explain.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
39. Is the event receiving tubs, cups, labor, any electric unit, signage, t-shirts, or caps from any wholesaler or manufacturer?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
40. If you answered "YES" to #39, explain in details. (i.e. who, what, and how much)(You must attach invoices). <input type="checkbox"/> check if not applicable	
41. Will event involve any of the following? (check all that applies) <input checked="" type="checkbox"/> Booths <input type="checkbox"/> Tents <input checked="" type="checkbox"/> Stages <input checked="" type="checkbox"/> Outside Banners/Signage <input type="checkbox"/> Refrigerator Truck <input type="checkbox"/> Beer Truck <i>(a handful of possible vendor booths, but mostly for fashion show)      ↳ small banners outside event centers</i>	
42. How many of the following will the event offer (as it applies to applicant only)? <input type="checkbox"/> check if not applicable <input checked="" type="checkbox"/> Number of Booths <u>6-8 (off tables)</u> <input type="checkbox"/> Number of Tents _____	





**Louisiana Office of Alcohol and Tobacco Control**

Sponsorship	
43. Did the event rent booths, tents, stages, signage, or alcohol truck from a wholesaler? • If YES, how much?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Promoter / Other Organization	
<input checked="" type="checkbox"/> check if not applicable and skip to following section	
44. Name of other organizations, persons, vendors, or promoters' role in event. n/a	X
45. Contact Information of other organizations, persons, vendors, or promoters' role in event. n/a	
46. Explain other organizations, persons, vendors, or promoters' role in event. n/a	
47. How much proceeds/profits of event will other organizations, persons, vendors, or promoters involved receive? Example: percentage, all, or a specific amount n/a	

Sampling / Homebrew Events		
<input checked="" type="checkbox"/> check if not applicable and skip to following section		
48. List all retailers, wholesaler, and/or manufacturers conducting sampling at your event and list the product being sampled.		
<b>Name of Retailer/Wholesaler/Manufacturer</b>	<b>Product available for sample</b>	<b>Sample size</b>
49. What type of homebrew event will you be hosting? <input type="checkbox"/> Homebrew Organized Affair <input type="checkbox"/> Club Meeting <input type="checkbox"/> Homebrew Exhibition <input type="checkbox"/> Homebrew Competition		
50. Do you understand that homebrew may not be sold or offered for sale at this event?		<input type="checkbox"/> YES <input type="checkbox"/> NO
51. Do you understand that homebrew may only be served to attendees of the event and cannot be served to patrons of a retail establishment or to the general public?		<input type="checkbox"/> YES <input type="checkbox"/> NO

TYPE A and TYPE B applicants may skip following section & complete application

TYPE C – MUST COMPLETE SECTION IN FULL	
52. Does applicant hold a permit with the ATC?	<input type="checkbox"/> YES <input type="checkbox"/> NO



**Louisiana Office of Alcohol and Tobacco Control**

<b>TYPE C – MUST COMPLETE SECTION IN FULL</b>	
53. If applicable, list all name of businesses and permit number held by applicant.	
54. Do you own the premises where the event will be held? If NO, attach lease.	<input type="checkbox"/> YES <input type="checkbox"/> NO
55. Are you a United States citizen? <input type="checkbox"/> Born <input type="checkbox"/> Naturalized	<input type="checkbox"/> YES <input type="checkbox"/> NO
56. Have you or your spouse ever been convicted of a felony? ➤ If YES, attach copy of disposition	<input type="checkbox"/> YES <input type="checkbox"/> NO
57. Have you or your spouse ever had an alcoholic beverage permit revoked or been convicted of violating any liquor or beer regulatory, state or local laws or ordinances? ➤ If YES, explain.	<input type="checkbox"/> YES <input type="checkbox"/> NO
58. Have you or your spouse ever been convicted of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of a juvenile, keeping a disorderly place or convicted for dealing narcotics? ➤ If YES, explain.	<input type="checkbox"/> YES <input type="checkbox"/> NO
59. Is this application being made by you on behalf of or for the benefit of anyone other than the applicant listed on Page 1? ➤ If YES, explain.	<input type="checkbox"/> YES <input type="checkbox"/> NO
60. Do you understand that this business must comply with all provisions of the Louisiana Responsible Vendor & Security Personnel training programs? The responsible vendor handbook and amendments are available for download at <a href="http://www.atc.la.gov">www.atc.la.gov</a>	<input type="checkbox"/> YES <input type="checkbox"/> NO
61. Does the applicant, applicant's spouse or any member of applicant's entity hold an interest in a business that holds a wholesale or manufacturer beer or liquor permit?	<input type="checkbox"/> YES <input type="checkbox"/> NO
62. Do you or your spouse or partner hold any ownership interest and/or receive any profits from an alcoholic beverage wholesaler/distributor or manufacturer/suppliers? ➤ If YES, explain.	<input type="checkbox"/> YES <input type="checkbox"/> NO
63. Do you understand that manufacturers and/or wholesalers are prohibited from providing a retailer with anything of value unless explicitly enumerated as an exception in the Alcoholic Beverage Control Law or these regulations?	<input type="checkbox"/> YES <input type="checkbox"/> NO
64. Do you understand that it is prohibited to exclusively offer for sale, sell, or serve alcohol beverage products produced by one manufacturer and/or through a wholesaler?	<input type="checkbox"/> YES <input type="checkbox"/> NO
65. Do you understand that retailers are prohibited from accepting or requiring any such inducement or other influence; and anyone found in violation of the market practices laws and regulations of the State of Louisiana, the United States or any other state, their permit(s) is subject to suspension, revocation and/or assessment of a fine or other penalty provided by law.	<input type="checkbox"/> YES <input type="checkbox"/> NO





Louisiana Office of Alcohol and Tobacco Control

Sworn Statement of Authenticity Special Event Permit	
<b>WARNING &amp; SIGNATURE</b>	Application must be signed by an owner, officer, or member who is reported to the ATC or to the Secretary of State or person with written authorization by power of attorney.

BY SIGNING BELOW, YOU ARE SWEARING, UNDER OATH, that you have read each of the questions in this application packet, and that all answers are true and correct to the best of your knowledge; that there are no pending applications on this location, and that you are not using this special event permit in place of a bona fide license or for any other unlawful purpose. The responsible vendor handbook and amendments are available for download at [www.atc.la.gov](http://www.atc.la.gov).

Bernie B Taylor  
Print Name

Bernie B Taylor  
Signature

11-17-24  
Title

FOR NOTARY USE ONLY					
NOTARY	Sworn to and subscribed to me this <u>17</u> day of <u>November</u> , 20 <u>24</u> , In the parish/county of <u>St. Tammany</u> , State of <u>Louisiana</u> .				
	<u>[Signature]</u> Notary Public's Signature			<u>Amanda Troschke</u> Print Name of Notary Public	
For Office Use Only	Permit Number:	Processed By	Date Received	Approved by:	Date approved:

# **Unfinished Business**

## **Appoint Candidate**

**New Business**  
**Liquor Lic- Lighthouse**



Mandeville LA Occupational Chain Store License Renewal  
9618 Jefferson Highway, Suite D #334  
Baton Rouge, LA 70809  
Phone 800-556-7274



### Liquor License Application

1. Liquor license to be issued to: one thirteen mandeville

2. Legal name(s): Individual, Partners, or Corporation Lighthouse Mandeville, LLC

3. Apply for: Class "A"  Class "B"  / High Content  Low Content  / Restaurant

4. Business location address: 1200 W. Causeway Approach Mandeville LA 70471  
Address City State Zip

Telephone ( ) \_\_\_\_\_

5. Mailing address 1200 W. Causeway Approach Mandeville LA 70471  
Address City State Zip

6. Contact Person Brent Willis Phone Number (985) 276-0779

E-Mail Address: onethirteenmandeville@gmail Fax Number ( ) \_\_\_\_\_ Web Address \_\_\_\_\_

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

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

Name	Title	SSN	LA	Zip	% Owned
A. Saul Rubio	Member				
Resident Address	City	State	Zip	Home Phone Number	
B. Alison Rubio	Member				
Resident Address	City	State	Zip	Home Phone Number	
C. Brent Willis	Member				
Resident Address	City	State	Zip	Home Phone Number	

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

Trade name \_\_\_\_\_ Owner's name \_\_\_\_\_ Address \_\_\_\_\_ License # \_\_\_\_\_

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?  
Yes  If yes: Name \_\_\_\_\_ Location: \_\_\_\_\_

11. Has applicant applied for state liquor license? Yes

12. Has the applicant ever been denied a state or local liquor license? No

13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? No

14. Is applicant the owner of the premises to be occupied? No  
If no, does applicant hold a bona fide written lease? Yes (Supply copy of lease with application.)

15. If premises leased, give name and address of lesser. Richards Collection Realty, LLC 4436 Veterans Memorial Blvd Metairie, LA 70006

16. Describe the part of the building to be occupied by business: \_\_\_\_\_

17. Open date for this location 1/1/2025

18. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:

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

I affirm that the information given on this application is true and correct.

Signature of Applicant [Signature] Title: Member

Signature of Preparer \_\_\_\_\_ Date 11/7/2024



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

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

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

If so, list the following:

Trade Name	Address	Kind of Business	License #	%Owned
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14. Have you ever used any other name than the one given herein? No

Name	Placed Used	Date
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**AFFIDAVIT**

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

Subscribed and sworn to me before this 7<sup>th</sup> day of November, 2024

*Carolyn Giannobile*  
 Notary Public  
 OFFICIAL SEAL  
 CAROLYN GIANNOBILE-80983  
 NOTARY PUBLIC  
 STATE OF LOUISIANA  
 PARISH OF TANGIPAHOA  
 My commission Expires with Life

*[Signature]*  
 Signature of Applicant

Returned Check Disclaimer: I have July 1, 2010. I am not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.avenueinsights.com





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

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

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

Trade Name	Address	Kind of Business	License #	%Owned
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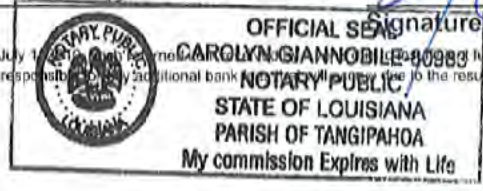
14. Have you ever used any other name than the one given herein? No

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

**AFFIDAVIT**  
 I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.  
 Subscribed and sworn to me before this 7<sup>th</sup> day of November, 2024.

*Carolyn Giannobile*  
 Notary Public

*[Signature]*  
 Signature of Applicant



Returned Check Disclaimer: Effective July 1, 2019, all checks issued by Avenu will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank charges or fees for the resubmission of the returned item. Please see the full returned check policy at [www.avenuinsights.com](http://www.avenuinsights.com)

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



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

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

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

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

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

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

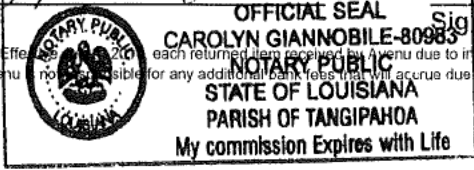
**AFFIDAVIT**

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

Subscribed and sworn to me before this 7<sup>th</sup> day of November, 2024.

*Carolyn Giannobile*  
 Notary Public

*[Signature]*  
 Signature of Applicant



Returned Check Disclaimer: Effective 10/1/2020, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at [www.avenuinsights.com](http://www.avenuinsights.com).

# ALISON RUBIO

LLC: One Thirteen Hospitality LLC  
DBA: one thirteen restaurant  
Phone: (985)402-3481  
Address: 113 N Oak St, Hammond, LA 70401  
ATC Permit #: AR.53.0000015627-BL  
Incorporated: 10/07/2016  
EIN: 81-4073752  
State #: 1958665001

LLC: Ponchatoula Train Depot.  
DBA: La Carreta of Ponchatoula  
Phone: (985)370-0930  
Address: 147 NW Railroad Ave, Ponchatoula, LA 70454  
ATC Permit #: AR.53.0000113148-BL  
Incorporated: 08/22/2011  
EIN: 45-3054014  
State #: 6738520-001

LLC: La Carreta of Mandeville INC.  
DBA: La Carreta of Mandeville  
Phone: (985)624-2990  
Address: 1200 W Causeway Approach, Mandeville, LA 70471  
ATC Permit #: AR.52.0000011666-BL  
Incorporated: 09/10/2007  
EIN: 26-0879574  
State #: 339505001

LLC: La Carreta of Covington INC.  
DBA: La Carreta of Covington  
Phone: (985)402-3481  
Address: 812 Hwy 190, Covington, LA 70433  
ATC Permit #: AR.52.0000013650-BL  
Incorporated: 08/13/2012  
EIN: 46-0809780  
State #: 1526691-001

LLC: Rosa Mezcal LLC  
DBA: La Carreta on Magazine Street  
Phone: (504)304-7063  
Address: 1814 Magazine St, New Orleans, LA 70130  
ATC Permit #: AR.36.0000014539-BL  
Incorporated: 05/20/2015  
EIN: 47-3773259  
State #: 1708464-001



# SAUL RUBIO

LLC: One Thirteen Hospitality LLC  
DBA: one thirteen restaurant  
Phone: (985)402-3481  
Address: 113 N Oak St, Hammond, LA 70401  
ATC Permit #: AR.53.0000015627-BL  
Incorporated: 10/07/2016  
EIN: 81-4073752  
State #: 1958665001

LLC: Ponchatoula Train Depot.  
DBA: La Carreta of Ponchatoula  
Phone: (985)370-0930  
Address: 147 NW Railroad Ave, Ponchatoula, LA 70454  
ATC Permit #: AR.53.0000113148-BL  
Incorporated: 08/22/2011  
EIN: 45-3054014  
State #: 6738520-001

LLC: Rubio INC.  
DBA: La Carreta of Amite  
Phone: (985)748-9992  
Address: 122 SW Central Ave, Amite, LA 70422  
ATC Permit #: AR.53.0000010420-BL  
Incorporated: 07/21/2005  
EIN: 20-3218332  
State #: 4612735001

LLC: La Carreta INC.  
DBA: La Carreta Mexican Restaurant  
Phone: (985)419-9990  
Address: 108 NW Railroad Ave., Hammond LA 70401  
ATC Permit: AR.53.0000001509-BL  
Incorporated: 07/15/1998  
EIN: 58-2393498  
State #: 9959727001

LLC: La Carreta of Covington INC.  
DBA: La Carreta of Covington  
Phone: (985)402-3481  
Address: 812 Hwy 190, Covington, LA 70433  
ATC Permit #: AR.52.0000013650-BL  
Incorporated: 08/13/2012  
EIN: 46-0809780  
State #: 1526691-001

LLC: La Carreta of Mandeville INC.  
DBA: La Carreta of Mandeville  
Phone: (985)624-2990  
Address: 1200 W Causeway Approach, Mandeville, LA 70471  
ATC Permit #: AR.52.0000011666-BL  
Incorporated: 09/10/2007  
EIN: 26-0879574  
State #: 339505001

LLC: 1905 HOSPITALITY LLC  
DBA: Si Senor Taqueria  
Phone: (985)393-0090  
Address: 1905 W Thomas St Ste V, Hammond, LA 70401  
ATC Permit #: AR.53.0000016207-BL

LLC: Mexican Cuisine INC.  
DBA: La Carreta of LaPlace  
Phone: (985) 651-9991  
Address: 107 Carrollwood Dr, La Place, LA 70068  
ATC Permit: AR.48.0000009353  
Incorporated: 12/12/2005  
EIN: 20 4042050

LLC: Rosa Mezcal LLC  
DBA: La Carreta on Magazine Street  
Phone: (504)304-7063  
Address: 1814 Magazine St, New Orleans, LA 70130  
ATC Permit #: AR.36.0000014539-BL  
Incorporated: 05/20/2015  
EIN: 47-3773259  
State #: 1708464-001

LLC: BrewBQue Hospitality LLC  
DBA: Salty Joe's BBQ Shop  
Phone: (985) 956-7099  
Address: 43344 S Range Rd, Hammond, LA 70403  
ATC Permit #: AR.53.0000015313-BL  
Incorporated: 10/11/2016  
EIN: 81-4088815  
State #: 1742959001

LLC: Mexican Cuisine of Houma  
DBA: La Carreta on Bluebonnet  
Phone: (225) 303-9899  
Address: 9828 Bluebonnet Blvd, Baton Rouge, LA 70810  
ATC Permit #: AR.1700012320  
Incorporated: 06/11/2009  
EIN: 27-0346931  
State #: 4836144001

LLC: La Carreta of Baton Rouge INC.  
DBA: La Carreta of Mid City  
Phone: (225) 334-9940  
Address: 4065 Government St, Baton Rouge, LA 70806  
ATC Permit #: AR.1700003380  
Incorporated: 10/23/2003  
EIN: 20-0323905  
State #: 6878664001

LLC: La Carreta Legendary Mexican Cuisine Inc.  
DBA: La Carreta of Denham Springs  
Phone: (225) 271-9999  
Address: 135 Veterans Blvd #5130, Denham Springs, LA 70726  
ATC Permit #: AR.3200012093  
Incorporated: 01/09/2009  
EIN: 26-4040345  
State #: 1262245-001

LLC: 1327 St. Charles Group LLC  
DBA: La Carreta of Houma  
Phone: (985) 876-0830  
Address: 1327 St Charles St, Houma, LA 70360  
ATC Permit #: AR.550000013983  
Incorporated: 11/21/2013  
EIN: 46-4188579  
State #: 1863756-001

LLC: La Carreta of Jefferson LLC.  
DBA: La Carreta of Lafayette  
Phone: (337) 706-7799  
Address: 400 Jefferson St, Lafayette, LA 70501  
ATC Permit #: AR.2800013642  
Incorporated: 10/05/2012  
EIN: 84-3787707  
State #: 1666757001





# **Liquor Lic- Habaneros**

Mandeville LA Occupational Chain Store License Renewal  
 9618 Jefferson Highway, Suite D #334  
 Baton Rouge, LA 70809  
 Phone 800-556-7274



**Liquor License Application**

1. Liquor license to be issued to: HABANEROS OF MANDEVILLE LLC  
 2. Legal name(s): Individual, Partners, or Corporation OMAR LUGO  
 3. Apply for: Class "A"  Class "B"  / High Content  Low Content  / Restaurant   
 4. Business location address: 3900 LA 22 MANDEVILLE LA 70471  
Address City State Zip  
 Telephone (706)-271-7611  
 5. Mailing address 3900 LA 22 MANDEVILLE LA 70471  
Address City State Zip  
 6. Contact Person OMAR LUGO Phone Number (706)-271-7611  
 E-Mail Address: Helen@asu-llc.com Fax Number ( ) Web Address

7. Type of organization:  Individual (Complete line A only)  Partnership  Corporation  Non-Profit  LLP  LLC  Other  
 8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A.	Name	Title	SSN	% Owned
	<u>OMAR LUGO</u>	<u>OWNER</u>	<u>[REDACTED]</u>	<u>100%</u>
	Resident Address	City	State	Zip
	Home Phone Number			
B.	Name	Title	SSN	% Owned
	Resident Address	City	State	Zip
	Home Phone Number			
C.	Name	Title	SSN	% Owned
	Resident Address	City	State	Zip
	Home Phone Number			

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

Trade name	Owner's name	Address	License #
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10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?  
YES If yes: Name HABANEROS OF Luling LLC Location: 12713 Hwy 90, Luling, LA 70070  
 11. Has applicant applied for state liquor license? YES  
 12. Has the applicant ever been denied a state or local liquor license? NO  
 13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO  
 14. Is applicant the owner of the premises to be occupied? NO  
 If no, does applicant hold a bona fide written lease? YES (Supply copy of lease with application.)  
 15. If premises leased, give name and address of lesser. SEND IT HOLDINGS LLC, 1133 Steele Blvd. Baton Rouge 70806  
 16. Describe the part of the building to be occupied by business: all the building will ne occupied  
 17. Open date for this location 09/01/2024  
 18. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:  
FULL SERVICE RESTAURANT

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

I affirm that the information given on this application is true and correct.  
 Signature of Applicant [Signature] Title: President  
 Signature of Preparer [Signature] Date 7-19-24

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



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

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

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

Trade Name	Address	Kind of Business	License #	% Owned
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14. Have you ever used any other name than the one given herein? NO
- | Name | Placed Used | Date |
|------|-------------|------|
|------|-------------|------|

**AFFIDAVIT**  
 I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in any establishment holding a Liquor License other than the type required for the operation of the above captioned business. It is understood that any misstatement or suppression of fact in an application or Schedule AA@ affidavit is a ground for denial of a license.  
 Subscribed and sworn to me before this 07 day of November, 2024.

[Signature]  
 Notary Public Signature of Applicant

Returned Check Disclaimer: Effective July 1, 2019, checks returned with insufficient funds will be electronically re-presented to the presenter's bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional bank fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at [www.avenulights.com](http://www.avenulights.com).





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



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

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

1. Trade Name of Business HABANEROS OF MANDEVILLE LLC
  2. What is your name? OMAR LUGO
  3. Residence address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]
  4. Date of Birth [REDACTED] Place of Birth [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]
  5. Sex [REDACTED] Race [REDACTED] Driver License# [REDACTED] State [REDACTED]
  6. Are you a citizen of the United States and the State of Louisiana and over 21 years of age? YES
  7. Have you resided in the State of Louisiana continuously for a period of not less than two (2) years next preceding the date of filing this application? YES
  8. Have you been convicted of a felony under the laws of the United States, the State of Louisiana or any other state or country? NO
  9. Have you been convicted in this or any other state or by the United States or any other country of soliciting for prostitution, pandering, letting premises for prostitution, contributing to the delinquency of juveniles, keeping a disorderly place or illegal dealing in narcotics? NO
  10. Have you been convicted or had judgment against you involving alcoholic beverages by this state or any other state or the United States within five (5) years prior to the date of this application? NO
  11. Have you had a certification of qualification to dispense alcoholic beverages issued by any other parish, municipality or state suspended or revoked? NO
  12. If married is husband or wife eligible for license? YES
  13. Have you or your spouse any interest in an establishment holding a current liquor license? YES  
 If so, list the following:
- | Trade Name                    | Address                                  | Kind of Business | License # | %Owned |
|-------------------------------|--|------------------|-----------|--------|
| Habaneros of Perkins Rowe LLC | 10155 PERKINS ROWE STE P100 BATONR ROUGE | RESTAURANT       | 17-27239  | 50%    |

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

Name	Placed Used	Date

**AFFIDAVIT**

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

Subscribed and sworn to me before this 19<sup>th</sup> day of JULY, 2024.

[Signature]  
 Notary Public

[Signature]  
 Signature of Applicant

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



John Perez  
 Notary Public  
 Notary ID No. 170221  
 Orleans Parish, Louisiana

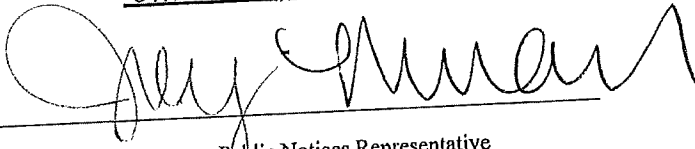
**ST. TAMMANY FARMER**

**STATE OF LOUISIANA PARISH OF ST. TAMMANY**

**PROOF OF PUBLICATION**

The hereto attached notice was published in **ST. TAMMANY FARMER**, a weekly newspaper of general circulation within the Parish of St. Tammany, in the following issues:

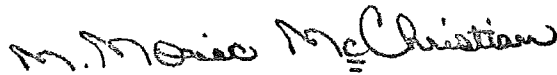
**07/24/2024, 07/31/2024**



Joy Newman, Public Notices Representative

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

31 Jul 2024

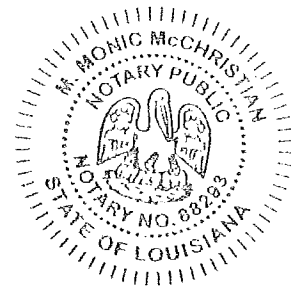


M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 98606

HABANEROS MEXICAN KITCHEN LLC  
101 Madison Ridge Blvd  
Madisonville, LA 70447-3801

**PUBLIC NOTICE**

Habaneros of Mandeville d/b/a Habaneros of Mandeville LLC is applying to the Office of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of (high, low, light wine, high and low, or low and light wine) alcohol content at retail in the St. Tammany Parish at the following address 3900 LA 22, Mandeville, LA 70471  
Omar Lugo  
Habaneros of Mandeville LLC  
OWNER  
98606JUL24-31-2T

# **Liquor Lic- Noir Bistrot**





2024

Confirmation # 5ERMDS1SR8

### Mandeville

#### Application for Occupational License

Avenu Account #	Applied For	<u>805784</u>	New/Renewal	<u>New</u>
Company Name	<u>Noir Bistrot</u>		Start/Moved Date	<u>9/20/2024</u> <input type="radio"/>
Trade Name	<u>NOIR BISTROT</u>		Within City Limits	<u>Yes</u>
Location Name	<u>NOIR BISTROT</u>		Domiciled Within Louisiana	<u></u>
Mailing Address	<u>2032 Woodrow Street</u>	<u>101</u>		<u>Mandeville, LA 70448</u>
Physical Address	<u>2032 Woodrow Street</u>	<u>101</u>		<u>Mandeville, LA 70448</u>

Section	Item Type	Gross Sales/Payroll	Units	Cert #	Base Fee	Add. Fee	Total Fee	LF Penalty*
476-00	CLASS A ON PREMISES LOW AND HIGH CONTENT				\$285.00	\$0.00	\$285.00	\$0.00
161-00	RESTAURANT	\$5.00			\$50.00	\$0.00	\$25.00	\$0.00

Administrative Fee:	\$0.00
Total Fee:	\$310.00
*Late Filing Penalty:	\$0.00
Subtotal:	\$310.00
Convenience Fee/Surcharge:	\$0.00
Total Remitted:	\$310.00
Payment Type:	Checking/Savings

All businesses - If the business license type that you are filing requires a trade certification(s), copies of bonds, liability insurance, etc, please provide the same via email to [businesslicensesupport@avenuinsights.com](mailto:businesslicensesupport@avenuinsights.com) . Be sure to include your account name and number on all documentation. Applications received without all the required documentation may be delayed.

New Businesses – New businesses may require approval by the municipality prior to a business license being issued. If so, once approval has been received, Avenu will be authorized to release the business license as long as all other criteria has been met. Your request for a business license will be submitted for review, if required.

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website. The confirmation number does not in any way confirm that your payment has been accepted or that the checking account information / credit card account information submitted is valid. If your payment does not process successfully, you will be contacted by the appropriate filing authority. If you have any questions regarding your filing and/or payment history, please contact Avenu at [businesslicensesupport@avenuinsights.com](mailto:businesslicensesupport@avenuinsights.com) or by toll free phone at (800) 556-7274.

#### SWORN STATEMENT

I acknowledge that the issuance of an occupational license and payment of the occupational license tax does not entitle me/authorized representative to conduct any business in the city/town that is in violation of any applicable laws. I further acknowledge that the issuance of an occupational license does not waive the city/town's right in any way to enforce compliance with applicable laws against me/authorized representative. I hereby certify, under penalty of perjury, that the information in this application is true, correct, and complete to the best of my knowledge and belief. I agree to comply with all applicable laws and ordinances regulating the operation of this business.

Elizabeth Blange  
Signature of Business Owner/Authorized Representative

9/24/2024  
Date

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



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

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

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

Trade Name	Address	Kind of Business	License #	%Owned
Walker	California, Alabama, Louisiana			2000-2008
Name	Placed Used			Date

**AFFIDAVIT**

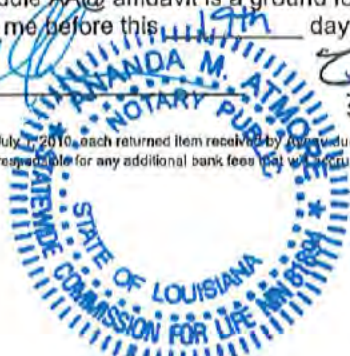
I swear (or affirm), that I have read each of the questions in this Schedule AA@ and that the answers which I have given are true and correct to the best of my knowledge, that I meet the qualifications and conditions set out in LA R.S. 26:279; and I further swear (or affirm) that I have no interest in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

Subscribed and sworn to me before this 19th day of September, 2024.

Notary Public

Signature of Applicant

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





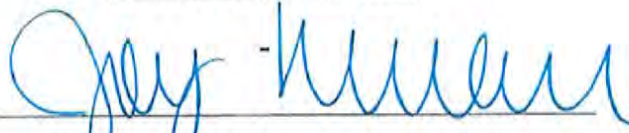
# ST. TAMMANY FARMER

STATE OF LOUISIANA PARISH OF ST. TAMMANY

## PROOF OF PUBLICATION

The hereto attached notice was published in ST. TAMMANY FARMER, a weekly newspaper of general circulation within the Parish of St. Tammany, in the following issues:

9/11/2024, 9/18/2024



Joy Newman, Public Notices Representative

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

18 Sep 2024



M. Monic McChristian,

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite



Ad No: 105143

**PUBLIC NOTICE**  
"Noir Bistrot LLC,  
DBA Noir Bistrot, is  
applying to the Of-  
fice of Alcohol and  
Tobacco Control in  
the state of  
Louisiana for a per-  
mit to sell beverages  
of high and low al-  
cohol content at re-  
tail in the Parish of  
St. Tammany at the  
following address:  
2032 Woodrow St.  
Suite 101, Mandev-  
ille, LA 70448  
Noir Bistrot LLC  
Noris Bistrot  
Members: Elizabeth  
Blange"  
105173SEP11-18-  
2T

# **Change Order- Fontainebleau**





DIGITAL ENGINEERING & IMAGING, INC.

December 9, 2024

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

Re: Fontainebleau State Park Force Main Project  
City Contract No. C20240515  
City Project No. 212.23.009  
Change Order No. 1

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 1 to the Fontainebleau State Park Force Main Project.

The contract amount has decreased by (\$18,601.10). The contract cost decrease accounts for the contract pay item quantity and cost adjustments based on the actual work completed as verified in the field. Please see the attached Change Order No. 1 contract summary for the contract pay items quantity and cost overrun/underrun adjustments based on the actual work completed, including a brief note with an explanation associated with the contract pay item adjustments. In addition, this change order captures the new pay items being added to the contract to reflect scope and cost adjustments encountered during construction. Refer to the contractor change request no. 1 proposal included in the Change Order No. 1 package supporting documentation for additional details.

There will be no change in contract time associated with this change order.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink that reads 'Buster Lyons...'. The signature is written in a cursive, flowing style.

Buster Lyons P.E.  
Project Manager

Attachments: Change Order No. 1 Package  
Contractor Backup

**SECTION 00650**  
**CHANGE ORDER**

**No. One**

Date of Issuance: December 9, 2024      Effective Date: August 22, 2024

Owner: City of Mandeville	Owner's Contract No.: C20240515 / Project No. 212.23.009
Contract: Fontainebleau State Park Force Main Project	Date of Contract: July 3, 2024
Contractor: LA Contracting Enterprise, LLC	Engineer's Project No.: 2101A17

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

**Description:**

There will be no change in contract time. See the attached change order no. 1 contract summary for the pay item quantity & cost adjustments based on the actual completed work as verified in the field, in addition to new pay items being added to the contract to reflect scope and cost adjustments encountered during construction.

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

Change Order No. 1 package with contract summary, contractor change request no. 1 & transmittal letter.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  \$ <u>413,500.00</u>  [Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  \$ <u>n/a</u>  Contract Price prior to this Change Order:  \$ <u>413,500.00</u>  [Increase] [Decrease] of this Change Order:  \$ <u>(18,601.10)</u>  Contract Price incorporating this Change Order:  \$ <u>394,898.90</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>120 days</u> Ready for final payment (days or date): _____  [Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): <u>n/a</u> Ready for final payment (days): _____  Contract Times prior to this Change Order: Substantial completion (days or date): <u>120 days</u> Ready for final payment (days or date): _____  [Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>n/a</u> Ready for final payment (days or date): _____  Contract Times with all approved Change Orders: Substantial completion (days or date): <u>120 days (1/14/2025)</u> Ready for final payment (days or date): _____
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<b>RECOMMENDED:</b> By: _____ Architect (Authorized Signature) Date: <u>December 9, 2024</u> Approved by Funding Agency (if applicable): _____	<b>ACCEPTED:</b> By: _____ Owner (Authorized Signature) Date: _____	<b>ACCEPTED:</b> By: _____ Contractor (Authorized Signature) Date: _____  Date: _____
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Contract: Fontainebleau State Park Force Main Project  
 Owner: City of Mandeville  
 Contractor: LA Contracting Enterprise, LLC  
 Owner's Project No.: 212.23.009  
 Owner's Contract No.: C20240515

Change Order No. 1 Contract Summary

ITEM NO.	DESCRIPTION OF WORK	SUMMARY OF ORIGINAL CONTRACT				SUMMARY OF PRIOR CHANGE ORDERS TO DATE			SUMMARY OF CHANGE ORDER NO. 1			SUMMARY OF REVISED CONTRACT			OVERRUN / UNDERRUN				NOTES
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	UNIT PRICE	EXTENSION	QUANTITY	UNIT PRICE	EXTENSION	QUANTITY	UNIT	EXTENSION	QUANTITY	UNIT	%	AMOUNT	
1	Mobilization	\$ 37,071.00	1.00	LS	\$ 37,071.00	0.00	\$ 37,071.00	\$ -	0.00	\$ 37,071.00	\$ -	1.00	LS	\$ 37,071.00	0.00	LS	0.0%	\$ -	
2	Pre-Construction Video Survey	\$ 2,500.00	1.00	LS	\$ 2,500.00	0.00	\$ 2,500.00	\$ -	0.00	\$ 2,500.00	\$ -	1.00	LS	\$ 2,500.00	0.00	LS	0.0%	\$ -	
3	Traffic Control	\$ 5,800.00	1.00	LS	\$ 5,800.00	0.00	\$ 5,800.00	\$ -	0.00	\$ 5,800.00	\$ -	1.00	LS	\$ 5,800.00	0.00	LS	0.0%	\$ -	
4	Site Restoration	\$ 9,400.00	1.00	LS	\$ 9,400.00	0.00	\$ 9,400.00	\$ -	0.00	\$ 9,400.00	\$ -	1.00	LS	\$ 9,400.00	0.00	LS	0.0%	\$ -	
5	Removal of Asphaltic Concrete Pavement (Full Depth)	\$ 121.00	18.00	SY	\$ 2,178.00	0.00	\$ 121.00	\$ -	4.00	\$ 121.00	\$ 484.00	22.00	SY	\$ 2,662.00	4.00	SY	22.2%	\$ 484.00	Quantity adjusted based on actual work completed as measured in the field.
6	Removal of Portland Cement Concrete Pavement	\$ 90.00	108.00	SY	\$ 9,720.00	0.00	\$ 90.00	\$ -	(35.00)	\$ 90.00	\$ (3,150.00)	73.00	SY	\$ 6,570.00	(35.00)	SY	-32.4%	\$ (3,150.00)	Quantity adjusted based on actual work completed as measured in the field.
7	Portland Cement Concrete Pavement (6" Thick)	\$ 187.00	108.00	SY	\$ 20,196.00	0.00	\$ 187.00	\$ -	(82.00)	\$ 187.00	\$ (15,334.00)	26.00	SY	\$ 4,862.00	(82.00)	SY	-75.9%	\$ (15,334.00)	Quantity adjusted based on actual work completed as measured in the field. Credit provided for section of PCCP and base material replaced by stone backfill behind timber bulkhead per RFC#1.
8	Asphalt Pavement (12" Thick)	\$ 500.00	18.00	SY	\$ 9,000.00	0.00	\$ 500.00	\$ -	4.00	\$ 500.00	\$ 2,000.00	22.00	SY	\$ 11,000.00	4.00	SY	22.2%	\$ 2,000.00	Quantity adjusted based on actual work completed as measured in the field.
9	Force Main (8" HDPE DR11) HDD	\$ 201.00	335.00	LF	\$ 67,335.00	0.00	\$ 201.00	\$ -	(36.99)	\$ 201.00	\$ (7,434.00)	298.01	LF	\$ 59,901.00	(36.99)	LF	-11.0%	\$ (7,434.00)	
10	Force Main (6" PVC C900 SDR35)	\$ 1,100.00	31.00	LF	\$ 34,100.00	0.00	\$ 1,100.00	\$ -	(1.70)	\$ 1,100.00	\$ (1,872.10)	29.30	LF	\$ 32,227.90	(1.70)	LF	-5.5%	\$ (1,872.10)	
11	Ductile Iron Fittings	\$ 16.00	550.00	LBS	\$ 8,800.00	0.00	\$ 16.00	\$ -	(398.00)	\$ 16.00	\$ (6,368.00)	152.00	LBS	\$ 2,432.00	(398.00)	LBS	-72.4%	\$ (6,368.00)	Quantity adjusted based on actual installed DI fittings in the field - 2-8"x6" MJ reducers @ 34 lbs. each & 2-6" MJ sleeves @ 42lbs. each
12	HDPE - MJ Couplings	\$ 700.00	2.00	EA	\$ 1,400.00	0.00	\$ 700.00	\$ -	0.00	\$ 700.00	\$ -	2.00	EA	\$ 1,400.00	0.00	EA	0.0%	\$ -	
13	Removal of Existing 6" D.I.P. Force Main	\$ 206,000.00	1.00	LS	\$ 206,000.00	0.00	\$ 206,000.00	\$ -	0.00	\$ 206,000.00	\$ -	1.00	LS	\$ 206,000.00	0.00	LS	0.0%	\$ -	
	<b>SUBTOTAL ORIGINAL PROJECT</b>				\$ 413,500.00			\$ -			\$ (31,674.10)			\$ 381,825.90			-7.7%	\$ (31,674.10)	

Change Orders Summary																			
Change Order No. 1																			
14	Stone Backfill Behind Bulkhead (Incl. Excavation & Fabric)	\$ 238.00	0	TONS	\$ -	0	\$ -	\$ -	41	\$ 238.00	\$ 9,758.00	41	TONS	\$ 9,758.00	41	TONS	100.0%	\$ 9,758.00	Included in change order no. 1. Change needed to excavate, install fabric, and backfill washout areas behind boat launch timber bulkhead per RFC#1.
15	Existing 6" D.I.P. Force Main Grouting & Capping	\$ 5,735.00	0	LS	\$ -	0	\$ -	\$ -	1	\$ 5,735.00	\$ 5,735.00	1	LS	\$ 5,735.00	1	LS	100.0%	\$ 5,735.00	Included in change order no. 1. Change needed to abandon existing 6" force main in place, fill with grout, & install caps on both ends to avoid disturbing area behind timber bulkhead and around bulkhead tie-backs/deadmen (refer to RFC #1).
16	Existing 6" D.I.P. Force Main Removal (Adjacent to Boat Launch (Credit)	\$ (3,120.00)	0	LS	\$ -	0	\$ -	\$ -	1	\$ (3,120.00)	\$ (3,120.00)	1	LS	\$ (3,120.00)	1	LS	100.0%	\$ (3,120.00)	Included in change order no. 1. Change needed to provide a credit for the section of the existing 6" force main not removed behind the timber bulkhead adjacent to boat launch under item 13 per RFC#1.
17	HDPE - PE Coupling	\$ 700.00	0	EA	\$ -	0	\$ -	\$ -	1	\$ 700.00	\$ 700.00	1	EA	\$ 700.00	1	EA	100.0%	\$ 700.00	Included in change order no. 1. Change needed to install a HDPE - PE coupling on the State Park side. The existing force main on the Park side was found to change from D.I. to PE during construction (refer to RFI #2).
	<b>SUBTOTAL CHANGE ORDERS</b>				\$ -			\$ -			\$ 13,073.00			\$ 13,073.00				\$ 13,073.00	
	<b>CONTRACT TOTALS</b>				\$ 413,500.00			\$ -			\$ (18,601.10)			\$ 394,898.90				\$ (18,601.10)	

# Proposal

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**From:** LA Contracting Enterprise, LLC  
1645 Saint Patrick Street  
Thibodaux, LA 70301 USA  
Phone: (985) 446-2212  
Fax: (985) 446-2231

**Project:** 2416 - FOUNTAINEBLEAU SFM  
REMOVAL & REPLACEMENT  
**Description:** 120 CALENDER DAYS; NOT TAX  
EXEMPT

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01-A Dig Down, Place Fabric, Backfill Behind Bulkhead	53.000	Tons	\$238.00	\$12,614.00
02-A Plug and Grout 120 LF of Existing SFM	1.000	LS	\$5,735.00	\$5,735.00
03-A Deduct For Not Removing Section of Existing SFM Next to Launch	-120.000	LF	\$26.00	\$-3,120.00
04-A Deduct for Base Course and Concrete Not Being Replaced in this Area	-82.000	SY	\$187.00	\$-15,334.00
<b>SUBTOTAL 2</b>			<b>Section Total:</b>	<b>\$-105.00</b>

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

AS SHOWN

Item:	O1-A	Unit of Measure:	Tons
Description:	Dig Down, Place Fabric, Backfill Behind Bulkhead	Bid Quantity:	53.00
Cost Code:		Take-off Quantity:	53.000
Production:	DAYS	Total Man-Hours:	80.00
Hours per Day:	10	Man-Hours per Unit:	1.5094
Alternate:	Alternate 2	Units / MH:	0.6625

**Item Production**

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
O1-A	Dig Down, Place Fabric, Backfill Behind Bulk	Tons	53.00	26.50 (D)	2.00

**Cost Detail for Item O1-A**

R Code	Description	QTY	U/M	Factor	Rate	Cost
L 02	SUPERINTENDENT	1.00		2.00	633.06	1,266.12
L 04	OPERATOR	1.00		2.00	465.80	931.59
L 06	LABORER	2.00		2.00	279.48	1,117.91
E 01	1 TON PICK UP	1.00		2.00	152.00	304.00
E 01AA	SSTL250	1.00		2.00	576.00	1,152.00
E 01B	SMALL TOOLS	1.00		2.00	192.00	384.00
E 32	YANMAR 100	1.00		2.00	512.00	1,024.00
M WRITEIN	Geo Fabric	500.00	SY	1.20	1.14	681.41
M WRITEIN	#89 Stone	53.00	Tons	1.10	45.86	2,673.87
M WRITEIN	Stone Haul	53.00	Tons	1.00	16.38	868.14
M WRITEIN	Mats	5.00	EA	1.00	114.66	573.30
<b>Item Unit Cost:</b>		<b>207.10</b>	<b>Item Total Cost:</b>		<b>10,976.34</b>	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	3,315.62	2,864.00	0.00	4,796.72	0.00	0.00
Unit:	62.56	54.04	0.00	90.50	0.00	0.00

**Bid Data for Item: O1-A**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	53.00	238.00	12,614.00	10,976.34	1,637.66	
Take-off Qty:	53.00	238.00	12,614.00	10,976.34	1,637.66	0.00



AS SHOWN

Item:	02-A	Unit of Measure:	LS
Description:	Plug and Grout 120 LF of Existing SFM	Bid Quantity:	1.00
Cost Code:		Take-off Quantity:	1.000
Production:	DAYS	Total Man-Hours:	40.00
Hours per Day:	10	Man-Hours per Unit:	40.0000
Alternate:	Alternate 2	Units / MH:	0.0250

**Item Production**

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
02-A	Plug and Grout 120 LF of Existing SFM	LS	1.00	1.00 (D)	1.00

**Cost Detail for Item 02-A**

R Code	Description	QTY	U/M	Factor	Rate	Cost
L 02	SUPERINTENDENT	1.00		1.00	633.06	633.06
L 04	OPERATOR	1.00		1.00	465.80	465.80
L 06	LABORER	2.00		1.00	279.48	558.95
E 01	1 TON PICK UP	1.00		1.00	152.00	152.00
E 01AA	SSTL250	1.00		1.00	576.00	576.00
E 01B	SMALL TOOLS	1.00		1.00	192.00	192.00
E 32	YANMAR 100	1.00		1.00	512.00	512.00
E WRITEIN	4" Line Pump	1.00	EA	1.00	830.00	830.00
M WRITEIN	Flowable Fill/Slurry Mix for SFM	3.00	CY	1.10	131.04	432.43
M WRITEIN	Fittings To Plug and Pressure SFM	1.00	LS	1.00	462.85	462.85
M WRITEIN	Treated Lumber to Close hole in Bulkhead from SFM	1.00	EA	1.00	21.99	21.99
S WRITEIN	Shortload Fee	1.00	LS	1.00	150.00	150.00
<b>Item Unit Cost:</b>		<b>4,987.08</b>	<b>Item Total Cost:</b>		<b>4,987.08</b>	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	1,657.81	2,262.00	0.00	917.27	150.00	0.00
Unit:	1,657.81	2,262.00	0.00	917.27	150.00	0.00

**Bid Data for Item: 02-A**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	5,735.00	5,735.00	4,987.08	747.92	
Take-off Qty:	1.00	5,735.00	5,735.00	4,987.08	747.92	0.00

AS SHOWN

Item:	03-A	Unit of Measure:	LF
Description:	Deduct For Not Removing Section of Existing SFM Next to Launch	Bid Quantity:	-120.00
Cost Code:		Take-off Quantity:	-120.000
Production:	DAYS	Total Man-Hours:	40.00
Hours per Day:	10	Man-Hours per Unit:	-0.3333
Alternate:	Alternate 2	Units / MH:	-3.0000

**Item Production**

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
03-A	Deduct For Not Removing Section of Existin	LF	-120.00	-120.00 (D)	1.00

**Cost Detail for Item 03-A**

R	Code	Description	QTY	U/M	Factor	Rate	Cost
L	02	SUPERINTENDENT	1.00		1.00	633.06	633.06
L	04	OPERATOR	1.00		1.00	465.80	465.80
L	06	LABORER	2.00		1.00	279.48	558.95
E	01	1 TON PICK UP	1.00		1.00	152.00	152.00
E	01AA	SSTL250	1.00		1.00	576.00	576.00
E	01B	SMALL TOOLS	1.00		1.00	192.00	192.00
E	32	YANMAR 100	1.00		1.00	512.00	512.00
<b>Item Unit Cost:</b>			<b>-25.75</b>	<b>Item Total Cost:</b>			<b>3,089.81</b>

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	1,657.81	1,432.00	0.00	0.00	0.00	0.00
Unit:	-13.82	-11.93	0.00	0.00	0.00	0.00

**Bid Data for Item: 03-A**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	-120.00	26.00	-3,120.00	3,089.81	-6,209.81	
Take-off Qty:	-120.00	26.00	-3,120.00	3,089.81	-6,209.81	0.00

AS SHOWN

Item:	04-A	Unit of Measure:	SY
Description:	Deduct for Base Course and Concrete Not Being Replaced in this Area	Bid Quantity:	-82.00
Cost Code:		Take-off Quantity:	-82.000
Production:	DAYS	Total Man-Hours:	120.00
Hours per Day:	10	Man-Hours per Unit:	-1.4634
Alternate:	Alternate 2	Units / MH:	-0.6833

**Item Production**

ITEM#	DESCRIPTION	U/M	QTY	Time Units	Time Req'd
04-A	Deduct for Base Course and Concrete Not B	SY	-82.00	-41.00 (D)	2.00

**Cost Detail for Item 04-A**

R Code	Description	QTY	U/M	Factor	Rate	Cost
L 02	SUPERINTENDENT	1.00		2.00	633.06	1,266.12
L 04	OPERATOR	1.00		2.00	465.80	931.59
L 06	LABORER	3.00		2.00	279.48	1,676.86
L 08	FINISHER	1.00		2.00	434.74	869.48
E 01	1 TON PICK UP	1.00		2.00	152.00	304.00
E 01AA	SSTL250	1.00		2.00	576.00	1,152.00
E 01B	SMALL TOOLS	1.00		2.00	192.00	384.00
E 32	YANMAR 100	1.00		2.00	512.00	1,024.00
M WRITEIN	Stone Base	24.00	Tons	1.00	44.77	1,074.53
M WRITEIN	Stone Haul	24.00	Tons	1.00	15.00	360.00
M WRITEIN	Fabric	300.00	SY	1.20	1.04	373.46
M WRITEIN	Geogrid	180.00	SY	1.00	1.91	343.98
M WRITEIN	Concrete	14.00	CY	1.10	152.88	2,354.35
M WRITEIN	Forms/Embeds	1.00	LS	1.00	200.00	200.00
<b>Item Unit Cost:</b>		<b>-150.18</b>	<b>Item Total Cost:</b>		<b>12,314.38</b>	

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total:	4,744.06	2,864.00	0.00	4,706.32	0.00	0.00
Unit:	-57.85	-34.93	0.00	-57.39	0.00	0.00

**Bid Data for Item: 04-A**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	-82.00	187.00	-15,334.00	12,314.38	-27,648.38	
Take-off Qty:	-82.00	187.00	-15,334.00	12,314.38	-27,648.38	0.00

**Change Order-**  
**2022 Road and Drainage**



DIGITAL ENGINEERING & IMAGING, INC.

December 3, 2024

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

Re: 2022 Roadway & Drainage Maintenance Contract  
City Project No. 700.22.003  
Change Order No. 2

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 2 to the 2022 Roadway & Drainage Maintenance Contract project. Change Order No. 2 captures additional pay items X-014 through X-017 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 as documented in the prior issued work change directive packages 1, 2 & 3. Work change directives 1, 2 & 3 are included in the change order package for reference.

There will be no change in the contract limit or time associated with this Change Order.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

*Buster Lyons...*

Buster Lyons P.E.  
Project Manager

Attachments: Change Order #2



**SECTION 00650  
CHANGE ORDER**

**No. 2**

Date of Issuance: 12/3/2024 Effective Date: 8/7/2024

Owner: City of Mandeville	Owner's Contract No.: 700.22.003
Contract: 2022 Roadway & Drainage Maintenance Contract	Date of Contract: 05/04/2022
Contractor: Creek Construction, LLC	Engineer's Project No.: 576-2003.01

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

Description: There will be no change in contract limit or time. This change order is to add the below listed new pay items X-014 through X-017 to the contract for additional scope items not included in the original contract:

- X-014 - Topsoil per SQYD @ \$50.00
- X-015 - Rue Bayonne CIPP Pipe Lining per Lump Sum @ \$77,656.00
- X-016 - Interior Pipe Collar (0" to 60") (5 or >) per Each @ \$947.63
- X-017 - Geotextile Fabric (Under Limestone) per SQYD @ \$2.50

The new pay items added are for City authorized work encountered during construction. Refer to the prior issued work change directive packages 1, 2 & 3 for additional details.

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

Transmittal approval letter & approved work change directives 1, 2 & 3.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Aggregate Limit:  
**\$3,000,000.00**

Original Contract **3 calendar years**  
Original Contract Expiration: 05/04/2025

Increase from previously approved Change Orders:  
N/A

Increase from previously approved Change Orders: N/A

Contract Price prior to this Change Order:  
  
**\$4,500,000.00**

Contract Times prior to this Change Order:  
  
**3 calendar years**

Increase of this Change Order:  
**\$0.00**

Increase of this Change Order: N/A

Contract Price incorporating this Change Order:  
**\$4,500,000.00**

Contract Times with all approved Change Orders:  
**3 calendar years**

**RECOMMENDED:**

**ACCEPTED:**

**ACCEPTED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

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

Approved by Funding Agency (if applicable):

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

WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Mandeville, LA Owner's Project No.: 700.22.003
Engineer: Digital Engineering & Imaging, Inc. Engineer's Project No.: 5762003.01
Contractor: Creek Construction, LLC Contractor's Project No.: N/A
Project: 2022 Roadway & Drainage Maintenance
Contract Name:
Date Issued: 8/7/2024 Effective Date of Work Change Directive: 8/7/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of a new contract pay item for 'Topsoil' select material on a per CY basis for placement around the Fontainebleau S/D pond as a leveling top layer of the bank erosion repair scope structural embankment fill material.

Attachments:

Contractor estimate with proposed CY unit price for the new 'Topsoil' select material pay item.

Purpose for the Work Change Directive:

To allow contractor to proceed with the installation of 'Topsoil' select material as a leveling top layer of the bank erosion repair structural embankment fill material around Fontainebleau S/D pond at the proposed unit price of \$50.00 per CY. Based on the current approved \$45.00/CY installed price for the Structural Embankment pay item, the proposed installed price for the 'Topsoil' select material is deemed cost reasonable, given the higher material raw cost and the necessary labor and equipment resources needed to perform the work as directed.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

[ ] Non-agreement on pricing of proposed change. [X] Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ N/A (included in overall max. contract value) [increase] [decrease] [not yet estimated].

Contract Time: 0 days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

[ ] Lump Sum [X] Unit Price [ ] Cost of the Work [ ] Other

Recommended by Engineer

Authorized by Owner

By: Buster Lyons...

[Signature]

Title: Project Manager

Engineering Assistant

Date: 8/7/2024

8/8/24

# ESTIMATE

**CREEK CONSTRUCTION, LLC**  
PO Box 1626  
Pearl River, LA 70452

marcottecreekconstruction@gmail.co  
m  
+1 (985) 265-3173



## Bill to

City Of Mandeville  
City of Mandeville  
3101 E. Causeway Approach  
La.  
Mandeville  
LA  
70448

## Estimate details

Estimate no.: 1214  
Estimate date: 08/01/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Topsoil</b>	Per cubic yard hauled in	1	\$50.00	\$50.00

**Total** **\$50.00**

## Note to customer

Fountainbleu Pond Improvements

Accepted date

Accepted by

WORK CHANGE DIRECTIVE NO.: 2

Owner: City of Mandeville, LA Owner's Project No.: 700.22.003  
Engineer: Digital Engineering & Imaging, Inc. Engineer's Project No.: 5762003.01  
Contractor: Creek Construction, LLC Contractor's Project No.: N/A  
Project: 2022 Roadway & Drainage Maintenance  
Contract Name:  
Date Issued: 8/7/2024 Effective Date of Work Change Directive: 8/7/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

Addition of a new contract pay item 'Rue Bayonne Pipe Lining' for work associated with installation of CIPP lining for 29"x42" CMPA drain line outfall from drain box on Rue Bayonne (between Rue Toulon & Rue Chartes) west towards drainage ditch in the Fontainebleau S/D. Refer to attached map.)

Attachments:

Contractor estimate with proposed lump sum price, marked site map, and lining product specifications & material certification documentation.

Purpose for the Work Change Directive:

To allow contractor to proceed with the proposed work associated with the installation of 'Rue Bayonne Pipe Lining' item at the lump sum price of \$77,656.00. Based on a review of costs associated with other area involving the insertion & installation of a CIPP lining material, including mobilization, preparatory work, and CCTV inspection the proposed price is deemed reasonable.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ N/A (included in overall max. contract value) ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~.

Contract Time: 0 days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~.

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By: Buster Lyons...

*[Signature]*

Title: Project Manager

Engineering Assistant

Date: 8/7/2024

8/8/24



# ESTIMATE

CREEK CONSTRUCTION, LLC  
PO Box 1626  
Pearl River, LA 70452

marcottecreekconstruction@gmail.co  
m  
+1 (985) 265-3173



## Bill to

City Of Mandeville  
City of Mandeville  
3101 E. Causeway Approach  
La.  
Mandeville  
LA  
70448

## Estimate details

Estimate no.: 1213  
Estimate date: 07/31/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Mobilization</b>		1	\$8,250.00	\$8,250.00
2.		<b>Pipe</b>	CI/TV/Prep	156	\$38.50	\$6,006.00
3.		<b>Pipe</b>	CIPP 28"X42"	156	\$400.00	\$62,400.00
4.		<b>Catchbasin</b>	Remove and Replace CB02 lid	1	\$1,000.00	\$1,000.00

**Total** **\$77,656.00**

## Note to customer

Rue Bayonne Pipe Lining

Accepted date

Accepted by

R/R CB02 | TOP

RUE BAYONNE

DITCH CLEARING  
RIPRAP LOCATIONS  
EROSION REPAIR  
LIMESTONE ACCES

DEPTH  
AP  
S.Y.

29"x42" CMPA  
CIPP LINING  
(~156')

REQ'D RIPRAP  
7'x11'≈9 S.Y.

EXISTING BRIDGE

EXISTING BRIDGE

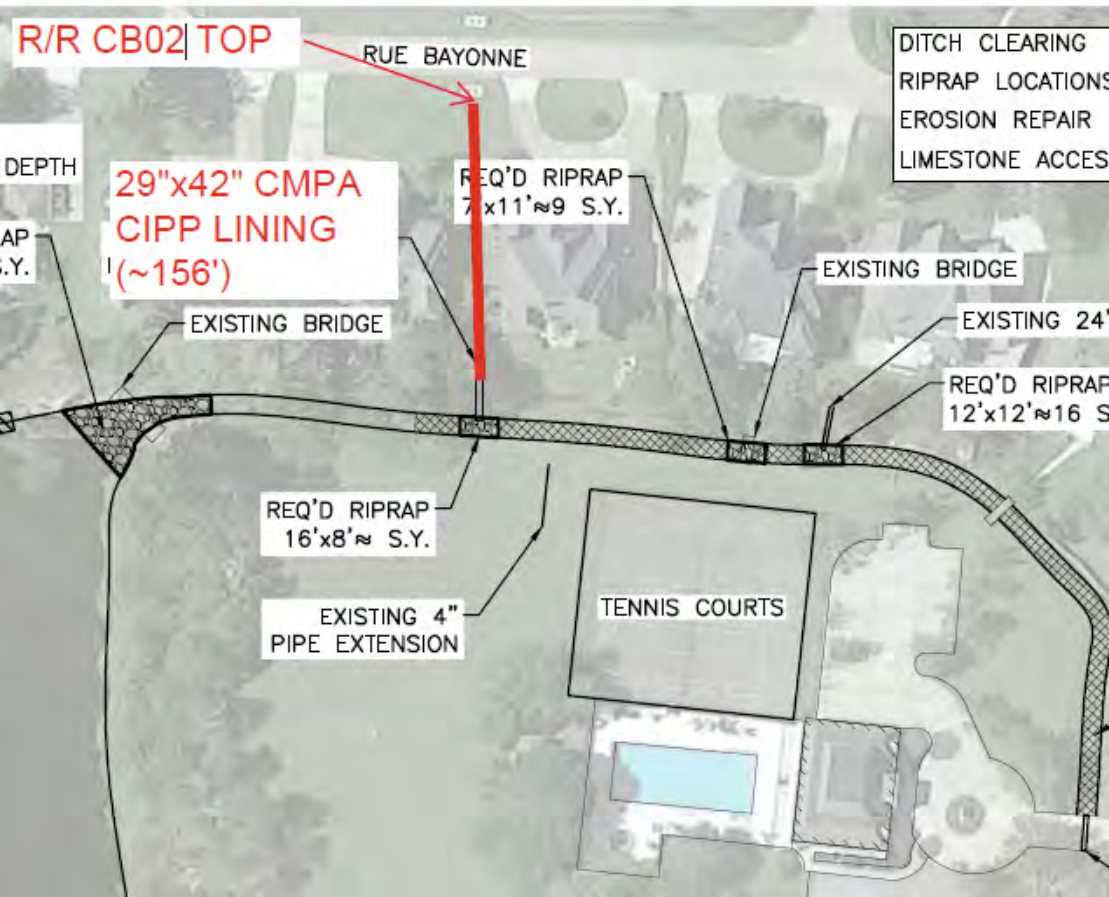
EXISTING 24"

REQ'D RIPRAP  
12'x12'≈16 S

REQ'D RIPRAP  
16'x8'≈ S.Y.

EXISTING 4"  
PIPE EXTENSION

TENNIS COURTS





Liner Products, LLC  
1468 West Hospital Road  
Paoli, IN 47454  
linerproducts.com

January 30, 2023

Mr. Tim Matheson  
BLD Services, LLC  
2424 Tyler St.  
Kenner, LA 70062

**RE: Liner Products Material Certification**

Dear Tim:

Pursuant to your request, this letter certifies that all polyester felt cured-in-place pipe lining tubes manufactured by Liner Products, LLC meet or exceed all applicable industry and ASTM standards, including ASTM D5813, ASTM F1216 and ASTM F1743.

Liner Products is ISO 9001:2015 certified for the design and manufacture of cured-in-place pipe tube materials for the pipeline rehabilitation industry. Since 1999, Liner Products has manufactured over 55 million feet of cured-in-place pipe lining tubes used in successful pipe reconstruction projects throughout North America.

Please contact me at (812) 723-0244 if you have any questions or require additional information.

Sincerely,

LINER PRODUCTS, LLC

A handwritten signature in black ink, appearing to read 'Keith B. Oxner'.

Keith B. Oxner, P.E.  
Engineer



# PERRY JOHNSON REGISTRARS, INC.

## *Certificate of Registration*

*Perry Johnson Registrars, Inc., has audited the Quality Management System of:*

### ***Liner Products***

***1468 West Hospital Road, Paoli, IN 47454 United States***

*(Hereinafter called the Organization) and hereby declares that  
Organization is in conformance with:*

***ISO 9001:2015***

*This Registration is in respect to the following scope:*

***Design and Manufacture of Cured-In-Place Pipe Materials for the Pipeline Rehabilitation  
Industry***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the  
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



*Terry Boboige*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)  
755 West Big Beaver Road, Suite 1340  
Troy, Michigan 48084  
(248) 358-3388

*The validity of this certificate is dependent upon ongoing surveillance.*

*Effective Date:*  
May 31, 2022

*Expiration Date:*  
May 30, 2025

*Certificate No.:*  
C2022-01726



INTERPLASTIC CORPORATION

2015 Broadway Street Northeast  
Minneapolis, MN 55413-1775  
651.481.6860 Fax 612.331.4235

## COR72-AA-441OS Cured-in-Place Pipe Resin

This packet contains information typically required when submitting a resin designed for the CIPP process to a municipality. Included is the following information:

- **Technical Data Sheet (TDS)**
  - Includes product specifications
  - Includes typical physical properties of the resin
  - Includes typical physical properties of a felt impregnated composite
  - *Note: When necessary, please consult with your Interplastic Corporation representative for the specific TDS relating to your product within this resin series*
- **Fourier Transform Infrared (FTIR) Spectrum on the Liquid Resin**
- **Safety Data Sheet (SDS)**
  - *Note: When necessary, please consult with your Interplastic Corporation representative for the specific TDS relating to your product within this resin series*
- **Corrosion Test Data**
  - A summary of the data as it relates to ASTMs D543, D5813, F1216, and F1743
  - Raw Data for 1-month and 12-month testing performed by a third-party testing laboratory
- **ASTM D2990 Flexural Creep Modulus Data**
  - A summary of the data and raw data from testing performed by a third-party testing laboratory

If additional information is required, or for any specific questions regarding this resin, please contact one of the following individuals:

Jason Schiro  
*Business Manager Pipeline Remediation Polymers*  
651.757.3961 (office)  
612.356.3343 (cell)  
[jschiro@interplastic.com](mailto:jschiro@interplastic.com)

Bill McElroy  
*CIPP Technical Services Representative*  
651.757.3954 (office)  
651.564.5422 (cell)  
[bmcelroy@interplastic.com](mailto:bmcelroy@interplastic.com)

Important: All sales by Interplastic Corporation are governed by the current Terms & Conditions of Sale (T&Cs) posted on our website at <http://interplastic.com/Customer-Terms>. Contact your local sales representative or one of the individuals listed above if you would like a copy of our T&Cs emailed, faxed, or mailed to you. Test data are provided for informational purposes only and should not be relied upon by buyer. Buyer should perform its own testing on materials and its final product part and/or application. Interplastic Corporation makes no warranties regarding any material and/or samples described in this report. Final determination of the suitability of the material for the use contemplated is the sole responsibility of the buyer. Changes may occur to the material from time to time – Interplastic Corporation's product is proprietary and is warranted to the certificate of analysis. It's the responsibility of buyer to ensure that the material is suitable for its particular purpose and processes.



# COR72-AA-441OS

## ONESTEP™ Resin

### Technical Data Sheet

US Pat. 10,131,766

COR72-AA-441OS is a promoted, thixotropic, corrosion resistant, unsaturated polyester resin for use in the manufacture of liner pipe using cured-in-place techniques. This resin has been tested according to ASTM D2990 for flexural modulus creep. Data on any specific testing or corrosion recommendations will be supplied upon request.

FEATURES	BENEFITS
<ul style="list-style-type: none"> <li>• Good Corrosion Resistance</li> </ul>	<ul style="list-style-type: none"> <li>• Withstands exposure to various chemical environments, municipal sewage and water</li> </ul>
<ul style="list-style-type: none"> <li>• Passed Requirements of ASTM D5813, F1216, and F1743 for Corrosion Resistance</li> </ul>	<ul style="list-style-type: none"> <li>• Superior performance in infrastructure rehabilitation conditions</li> </ul>
<ul style="list-style-type: none"> <li>• Withstands Chemical Exposures in Corrosive Environments</li> </ul>	<ul style="list-style-type: none"> <li>• Maintains exceptional dimensional stability over long periods of time</li> </ul>
<ul style="list-style-type: none"> <li>• Superior Flexural and Tensile Moduli Properties</li> </ul>	<ul style="list-style-type: none"> <li>• Withstands stress and strain of underground environment</li> </ul>
<ul style="list-style-type: none"> <li>• Designed to Cure with Cumene Hydroperoxide (CHP)</li> </ul>	<ul style="list-style-type: none"> <li>• Expensive cold storage for catalyst not needed (consult your peroxide supplier for more details)</li> <li>• Lower cost catalyst package</li> <li>• 100% liquid catalyst system</li> </ul>

LIQUID PROPERTIES	RESULTS
Viscosity, Brookfield Model RV #4 Spindle @ 20 rpm, 77°F (25°C), cPs	3,900-5,000
Thixotropic Index	4.0-5.0
Gel time run in a 150°F (66°C) water bath, initiated with 1.0% Trigonox K-90 by weight*	
Gel Time, 140-160°F (60-71°C), min:sec	5:00-10:00
Gel to Peak Time, 160°F (71°C) to Peak Exotherm, min:sec	1:30-8:00
Peak Exotherm	300-400°F (149-204°C)
Non-Volatile Content, %	56.0-62.0
Room Temperature Catalyzed Stability (RTCS), hours	>24
Specific Gravity	1.06-1.10
Weight per Gallon, lbs.	8.90-9.20

TYPICAL PROPERTIES				
Thickness	1/8 inch (3.2 mm) Casting		1/4 inch (6 mm) Laminate	
Construction	Not Applicable		CIPP Felt Laminate	
Flexural Strength, ASTM D790	19,500 psi	134 MPa	8,500 psi	59 MPa
Flexural Modulus, ASTM D790	5.0 x 10 <sup>5</sup> psi	3,400 MPa	5.20 x 10 <sup>5</sup> psi	3,590 MPa
Tensile Strength, ASTM D638	10,000 psi	70 MPa	5,720 psi	39 MPa
Tensile Modulus, ASTM D638	5.5 x 10 <sup>5</sup> psi	3,800 MPa	5.53 x 10 <sup>5</sup> psi	3,810 MPa
Tensile Elongation, ASTM D638	1.8 %	1.8 %	1.4 %	1.4 %
Barcol Hardness, 934-1 guage, ASTM D2583	40	40	32-36	32-36
Heat Distortion Temperature, ASTM D648	220 °F	104 °C	-- °F	-- °C

\* Gel time and reactivity will vary due to the type and concentration of Free Radical Initiator (catalyst), shop temperature, humidity, and type of fillers used. In order to meet your individual needs, consult our technical sales representative for assistance.

Interplastic Corporation makes no warranties regarding any material and/or samples described in this report. All properties specified above are approximate and may vary from material delivered. Delivered material complies with the certificate of analysis on each shipment of product. Interplastic Corporation makes no representations of fact regarding the material except those specified above. Final determination of part or application and the suitability of the material for the use contemplated is the sole responsibility of the buyer. Our technical sales representatives will assist in developing procedures to fit individual requirements as a customer accommodation, but all advice is accepted at your risk and should be checked for suitability to your particular processes and needs. These test data and properties are based on results obtained for a specific material under the specified test conditions - they are not to be used as specifications and are not warranted as performance attributes for any product or system.

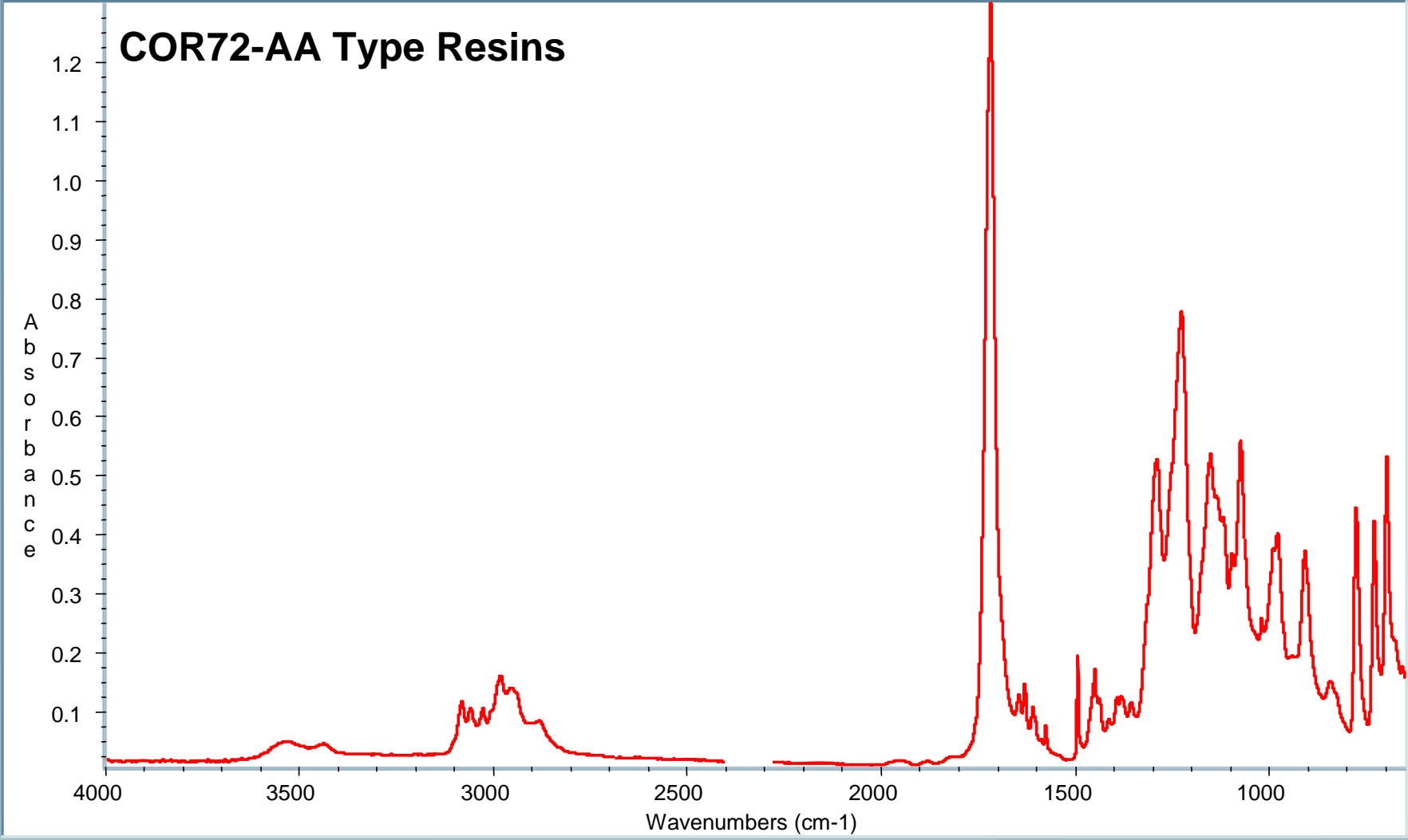
**INTERPLASTIC CORPORATION**  
 2015 Northeast Broadway Street  
 Minneapolis, Minnesota 55413-1775  
 651.481.6860 Fax 612.331.4235  
[www.interplastic.com](http://www.interplastic.com)





**INTERPLASTIC CORPORATION**

2015 Northeast Broadway Street  
Minneapolis, Minnesota 55413-1775  
(651) 481-6860 Fax (612) 331-4235



# SAFETY DATA SHEET

ONESTEP™ CIPP System (US Pat. 10,131,766)



## Section 1. Identification

**GHS product identifier** : ONESTEP™ CIPP System (US Pat. 10,131,766)  
**Product code** : COR72-AA-441OS  
**Other means of identification** : Unsaturated Polyester Resin  
**Product type** : Liquid.

### Relevant identified uses of the substance or mixture and uses advised against

Industrial applications.

**Supplier's details** : INTERPLASTIC CORPORATION  
1225 Willow Lake Boulevard  
St. Paul, MN 55110-5145  
651.481.6860

**Emergency telephone number (with hours of operation)** : CHEMTREC 24-Hour Emergency Telephone  
US and Canada 800.424.9300  
Outside US and Canada +1 703.741.5970

## Section 2. Hazards identification

**OSHA/HCS status** : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

**Classification of the substance or mixture** : FLAMMABLE LIQUIDS - Category 3  
ACUTE TOXICITY (inhalation) - Category 4  
SKIN IRRITATION - Category 2  
EYE IRRITATION - Category 2A  
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3  
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 1  
Percentage of the mixture consisting of ingredient(s) of unknown dermal toxicity: 41.8%  
Percentage of the mixture consisting of ingredient(s) of unknown inhalation toxicity: 1.8%

### GHS label elements

**Hazard pictograms** :



**Signal word** : Danger

**Hazard statements** : Flammable liquid and vapor.  
Harmful if inhaled.  
Causes serious eye irritation.  
Causes skin irritation.  
May cause respiratory irritation.  
Causes damage to organs through prolonged or repeated exposure. (hearing organs)

### Precautionary statements

## Section 2. Hazards identification

- Prevention** : Wear protective gloves. Wear eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating, lighting and all material-handling equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Keep container tightly closed. Use only outdoors or in a well-ventilated area. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash hands thoroughly after handling.
- Response** : Get medical attention if you feel unwell. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or physician if you feel unwell. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water or shower. IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical attention. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical attention.
- Storage** : Store in a well-ventilated place. Keep cool. Store containers in a safe place.
- Disposal** : Dispose of contents and container in accordance with all local, regional, national and international regulations. Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition.
- Hazards not otherwise classified** : None known.

## Section 3. Composition/information on ingredients

- Substance/mixture** : Mixture
- Other means of identification** : Unsaturated Polyester Resin

Ingredient name	%	CAS number
styrene	<= 41.0	100-42-5

Any concentration shown as a range is to protect confidentiality or is due to batch variation.  
 Any concentration shown as exact is based on formula.

**There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.**

Occupational exposure limits, if available, are listed in Section 8.

VOC content is listed in Section 9.

Environmental composition is shown in Section 15.

## Section 4. First aid measures

### Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention. Buffered baby shampoo will aid in removal of resin.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention. If necessary, call a poison center or physician. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

## Section 4. First aid measures

- Skin contact** : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Continue to rinse for at least 10 minutes. Get medical attention. Wash clothing before reuse. Clean shoes thoroughly before reuse.
- Ingestion** : Wash out mouth with water. Remove dentures if any. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Stop if the exposed person feels sick as vomiting may be dangerous. Do not induce vomiting unless directed to do so by medical personnel. If vomiting occurs, the head should be kept low so that vomit does not enter the lungs. Get medical attention following exposure or if feeling unwell. Never give anything by mouth to an unconscious person. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

### Most important symptoms/effects, acute and delayed

#### Potential acute health effects

- Eye contact** : Causes serious eye irritation.
- Inhalation** : Harmful if inhaled. May cause respiratory irritation.
- Skin contact** : Causes skin irritation.
- Ingestion** : No known significant effects or critical hazards.

#### Over-exposure signs/symptoms

- Eye contact** : Adverse symptoms may include the following:  
pain or irritation  
watering  
redness
- Inhalation** : Adverse symptoms may include the following:  
respiratory tract irritation  
coughing
- Skin contact** : Adverse symptoms may include the following:  
irritation  
redness
- Ingestion** : No specific data.

### Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

## Section 5. Fire-fighting measures

### Extinguishing media

- Suitable extinguishing media** : Use dry chemical, CO<sub>2</sub>, water spray (fog) or foam.
- Unsuitable extinguishing media** : Do not use water jet.

## Section 5. Fire-fighting measures

- Specific hazards arising from the chemical** : Flammable liquid and vapor. Runoff to sewer may create fire or explosion hazard. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back.
- Hazardous thermal decomposition products** : Decomposition products may include the following materials:  
carbon dioxide  
carbon monoxide  
metal oxide/oxides
- Special protective actions for fire-fighters** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## Section 6. Accidental release measures

### Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel** : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.
- For emergency responders** : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".
- Environmental precautions** : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

### Methods and materials for containment and cleaning up

- Small spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dispose of via a licensed waste disposal contractor. Absorb with an inert material and transfer the spilled material and absorbent to an appropriate waste disposal container. Wear appropriate respirator when ventilation is inadequate. Wear eye/face protection.
- Large spill** : Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal. Wear appropriate respiratory protection. Wear protective clothing and eye or face protection:

## Section 7. Handling and storage

### Precautions for safe handling

**Protective measures** : Put on appropriate personal protective equipment (see Section 8). Do not breathe vapor or mist. Do not ingest. Avoid contact with eyes, skin and clothing. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

**Advice on general occupational hygiene** : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

**Conditions for safe storage, including any incompatibilities** : Do not store above the following temperature: 38°C (100.4°F). Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination. See Section 10 for incompatible materials before handling or use. Store containers in a safe place.

## Section 8. Exposure controls/personal protection

### Control parameters

#### Occupational exposure limits

Ingredient name	Exposure limits
styrene	<p><b>ACGIH TLV (United States, 3/2018).</b>                      TWA: 20 ppm 8 hours.                      TWA: 85 mg/m<sup>3</sup> 8 hours.                      STEL: 40 ppm 15 minutes.                      STEL: 170 mg/m<sup>3</sup> 15 minutes.</p> <p><b>OSHA PEL 1989 (United States, 3/1989).</b>                      TWA: 50 ppm 8 hours.                      TWA: 215 mg/m<sup>3</sup> 8 hours.                      STEL: 100 ppm 15 minutes.                      STEL: 425 mg/m<sup>3</sup> 15 minutes.</p> <p><b>OSHA PEL Z2 (United States, 2/2013).</b>                      TWA: 100 ppm 8 hours.                      CEIL: 200 ppm                      AMP: 600 ppm 5 minutes.</p> <p><b>NIOSH REL (United States, 10/2016).</b>                      TWA: 50 ppm 10 hours.                      TWA: 215 mg/m<sup>3</sup> 10 hours.                      STEL: 100 ppm 15 minutes.                      STEL: 425 mg/m<sup>3</sup> 15 minutes.</p>



## Section 8. Exposure controls/personal protection

- Appropriate engineering controls** : Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.
- Environmental exposure controls** : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.
- Individual protection measures**
- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.
- Eye/face protection** : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.
- Skin protection**
- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear anti-static protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Based on the hazard and potential for exposure, select a respirator that meets the appropriate standard or certification. Respirators must be used according to a respiratory protection program to ensure proper fitting, training, and other important aspects of use.

## Section 9. Physical and chemical properties

### Appearance

- Physical state** : Liquid.
- Color** : Purple.
- Odor** : Sweetish.
- Odor threshold** : 0.1 ppm
- pH** : Not applicable.
- Melting point** : Not available.
- Boiling point** : 145°C (293°F)
- Flash point** : losed cup: 31.1°C (88°F)
- Evaporation rate** : <1 (butyl acetate = 1)

## Section 9. Physical and chemical properties

<b>Lower and upper explosive (flammable) limits</b>	: Lower: 0.9% Upper: 6.8%
<b>Vapor pressure</b>	: 0.67 kPa (5 mm Hg) [room temperature]
<b>Vapor density</b>	: 3.6 [Air = 1]
<b>Relative density</b>	: 0.9 to 1.3
<b>Solubility</b>	: Not available.
<b>Solubility in water</b>	: Not applicable.
<b>Partition coefficient: n-octanol/water</b>	: Not available.
<b>Auto-ignition temperature</b>	: Not available.
<b>Viscosity</b>	: Not available.
<b>VOC content</b>	: <del>4</del> 0.8 % (w/w) As shipped, including monomers and additives.

## Section 10. Stability and reactivity

<b>Reactivity</b>	: No specific test data related to reactivity available for this product or its ingredients.
<b>Chemical stability</b>	: The product is stable.
<b>Possibility of hazardous reactions</b>	: Hazardous reactions or instability may occur under certain conditions of storage or use.
<b>Conditions to avoid</b>	: Avoid all possible sources of ignition (spark or flame). Do not pressurize, cut, weld, braze, solder, drill, grind or expose containers to heat or sources of ignition. Do not allow vapor to accumulate in low or confined areas.  Hazardous polymerization may occur under certain conditions of storage or use. Keep away from heat and direct sunlight. Keep away from heat and flame. Keep away from oxidizing agents.
<b>Incompatible materials</b>	: Reactive or incompatible with the following materials: oxidizing materials  Reactive or incompatible with the following materials: metals, acids and alkalis. Incompatible with alkali metals. Incompatible with some alkalis. Incompatible with some strong acids. Incompatible with copper alloys, brass.
<b>Hazardous decomposition products</b>	: Under normal conditions of storage and use, hazardous decomposition products should not be produced.

## Section 11. Toxicological information

### Information on toxicological effects

#### Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
styrene	LC50 Inhalation Gas.	Rat	2770 ppm	4 hours
	LC50 Inhalation Vapor	Rat	11800 mg/m <sup>3</sup>	4 hours
	LD50 Oral	Rat	2650 mg/kg	-

#### Irritation/Corrosion

## Section 11. Toxicological information

Product/ingredient name	Result	Species	Score	Exposure	Observation
styrene	Eyes - Mild irritant	Human	-	50 parts per million	-
	Eyes - Moderate irritant	Rabbit	-	24 hours 100 milligrams	-
	Eyes - Severe irritant	Rabbit	-	100 milligrams	-
	Skin - Mild irritant	Rabbit	-	500 milligrams	-
	Skin - Moderate irritant	Rabbit	-	100 Percent	-

### Sensitization

Not available.

### Mutagenicity

Not available.

### Carcinogenicity

Not available.

**Conclusion/Summary** : Styrene manufacturers have determined that the weight of evidence for the carcinogenicity of this substance does not meet the criteria for classification.

Styrene is listed by IARC as a possible carcinogen to humans (Group 2B) based on "limited evidence" in humans, "limited evidence" in animals and "other relevant data". The United States NTP listed styrene as reasonably anticipated to be a human carcinogen based on "limited evidence" from studies in humans, "sufficient evidence" from studies in experimental animals, and supporting data on mechanisms of carcinogenesis. The significance of these results for humans has not been established through risk assessment.

### Classification

Product/ingredient name	OSHA	IARC	NTP
styrene	-	2A	Reasonably anticipated to be a human carcinogen.

### Reproductive toxicity

Not available.

### Teratogenicity

Not available.

### Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
styrene	Category 3	Not applicable.	Respiratory tract irritation

### Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
styrene	Category 1	Inhalation	hearing organs

A study of long term effects of workers exposed to styrene levels in the range of 25-35 ppm for an 8-hour TWA indicated a possible mild hearing loss.

### Aspiration hazard

## Section 11. Toxicological information

Name	Result
styrene	ASPIRATION HAZARD - Category 1

**Information on the likely routes of exposure** : Not available.

### Potential acute health effects

**Eye contact** : Causes serious eye irritation.  
**Inhalation** : Harmful if inhaled. May cause respiratory irritation.  
**Skin contact** : Causes skin irritation.  
**Ingestion** : No known significant effects or critical hazards.

### Symptoms related to the physical, chemical and toxicological characteristics

**Eye contact** : Adverse symptoms may include the following:  
 pain or irritation  
 watering  
 redness  
**Inhalation** : Adverse symptoms may include the following:  
 respiratory tract irritation  
 coughing  
**Skin contact** : Adverse symptoms may include the following:  
 irritation  
 redness  
**Ingestion** : No specific data.

### Delayed and immediate effects and also chronic effects from short and long term exposure

#### Short term exposure

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

#### Long term exposure

**Potential immediate effects** : Not available.  
**Potential delayed effects** : Not available.

#### Potential chronic health effects

Not available.

**General** : Causes damage to organs through prolonged or repeated exposure.  
**Carcinogenicity** : No known significant effects or critical hazards.  
**Mutagenicity** : No known significant effects or critical hazards.  
**Teratogenicity** : No known significant effects or critical hazards.  
**Developmental effects** : No known significant effects or critical hazards.  
**Fertility effects** : No known significant effects or critical hazards.

### Numerical measures of toxicity

#### Acute toxicity estimates

## Section 11. Toxicological information

Route	ATE value
Oral	6382.5 mg/kg
Inhalation (gases)	6923.2 ppm
Inhalation (vapors)	29.49 mg/l

## Section 12. Ecological information

### Toxicity

Product/ingredient name	Result	Species	Exposure
styrene	Acute EC50 1400 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	72 hours
	Acute EC50 720 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours
	Acute EC50 4700 µg/l Fresh water	Daphnia - Daphnia magna	48 hours
	Acute LC50 52 mg/l Marine water	Crustaceans - Artemia salina	48 hours
	Acute LC50 4020 µg/l Fresh water	Fish - Pimephales promelas	96 hours
	Chronic NOEC 63 µg/l Fresh water	Algae - Pseudokirchneriella subcapitata	96 hours

### Persistence and degradability

Product/ingredient name	Test	Result	Dose	Inoculum
styrene	OECD	70 % - Readily - 28 days	-	-

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
styrene	-	-	Readily

### Bioaccumulative potential

Product/ingredient name	LogP <sub>ow</sub>	BCF	Potential
styrene	0.35	13.49	low

### Mobility in soil

Soil/water partition coefficient (K<sub>oc</sub>) : Not available.

Other adverse effects : No known significant effects or critical hazards.






## Section 13. Disposal considerations

**Disposal methods** : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere

## Section 13. Disposal considerations

inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

## Section 14. Transport information

	<b>DOT Classification</b>	<b>Mexico Classification</b>	<b>TDG Classification</b>	<b>IATA</b>	<b>IMDG</b>
<b>UN number</b>	UN1866	UN1866	UN1866	UN1866	UN1866
<b>UN proper shipping name</b>	RESIN SOLUTION	RESIN SOLUTION	RESIN SOLUTION	RESIN SOLUTION	RESIN SOLUTION
<b>Transport hazard class(es)</b>	3 	3 	3 	3 	3 
<b>Packing group</b>	III	III	III	III	III
<b>Environmental hazards</b>	No.	No.	No.	No.	No.

### Additional information

#### DOT Classification

: **Reportable quantity** 2499.3 lbs / 1134.7 kg [272.51 gal / 1031.5 L]. Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.

#### TDG Classification

: Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.18-2.19 (Class 3).

#### Special precautions for user

: **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

#### Transport in bulk according to Annex II of MARPOL and the IBC Code

: Not available.

## Section 15. Regulatory information

#### U.S. Federal regulations

: **TSCA 5(a)2 final significant new use rules:** pentane-2,4-dione

**TSCA 8(a) PAIR:** pentane-2,4-dione

**TSCA 8(a) CDR Exempt/Partial exemption:** Not determined

**Clean Water Act (CWA) 307:** zinc bis(2-ethylhexanoate); 2-ethylhexanoic acid, copper salt; Naphthenic acids, copper salts

**Clean Water Act (CWA) 311:** styrene

#### Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs)

: Listed

#### Clean Air Act Section 602 Class I Substances

: Not listed

#### Clean Air Act Section 602 Class II Substances

: Not listed



## Section 15. Regulatory information

### SARA 302/304

#### Composition/information on ingredients

No products were found.

**SARA 304 RQ** : Not applicable.

### SARA 311/312

**Classification** : FLAMMABLE LIQUIDS - Category 3  
 ACUTE TOXICITY (inhalation) - Category 4  
 SKIN IRRITATION - Category 2  
 EYE IRRITATION - Category 2A  
 SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3  
 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 1

### SARA 313

	Product name	CAS number	%
<b>Form R - Reporting requirements</b>	styrene	100-42-5	<= 41.0
<b>Supplier notification</b>	styrene	100-42-5	40.01

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Any concentration shown as exact is based on formula.

### State regulations

**Massachusetts** : The following components are listed: STYRENE; PHENYLETHYLENE  
**New York** : The following components are listed: Styrene  
**New Jersey** : The following components are listed: STYRENE MONOMER; BENZENE, ETHENYL-  
**Pennsylvania** : The following components are listed: BENZENE, ETHENYL-  
**California Prop. 65** : The following components are listed. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov). Styrene

### Inventory list

**Australia** :  Not determined.  
**Canada** :  Not determined.  
**China** :  Not determined.  
**Europe** : Not determined.  
**Japan** : **Japan inventory (ENCS):** Not determined.  
**Japan inventory (ISHL):** Not determined.  
**Malaysia** : Not determined.  
**New Zealand** :  Not determined.  
**Philippines** : Not determined.  
**Republic of Korea** :  Not determined.  
**Taiwan** :  Not determined.  
**Thailand** : Not determined.  
**Turkey** : Not determined.  
**United States** : All components are listed or exempted.  
**Viet Nam** : Not determined.

## Section 16. Other information

### Hazardous Material Information System (U.S.A.)

Health	*	2
Flammability		3
Physical hazards		1

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on SDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

### National Fire Protection Association (U.S.A.)



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

### Procedure used to derive the classification

Classification	Justification
FLAMMABLE LIQUIDS - Category 3	On basis of test data
ACUTE TOXICITY (inhalation) - Category 4	Calculation method
SKIN IRRITATION - Category 2	Calculation method
EYE IRRITATION - Category 2A	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3	Calculation method
SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) (hearing organs) - Category 1	Calculation method

### History

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<b>Version</b>	: 1.02 <span style="float: right;">New form 08-2018</span>
<b>Prepared by</b>	: Health, Safety and Environmental Department
<b>For questions about the SDS, contact</b>	: <a href="mailto:iasafety@ip-corporation.com">iasafety@ip-corporation.com</a>

## Section 16. Other information

### Key to abbreviations

: ATE = Acute Toxicity Estimate  
BCF = Bioconcentration Factor  
GHS = Globally Harmonized System of Classification and Labelling of Chemicals  
IATA = International Air Transport Association  
IBC = Intermediate Bulk Container  
IMDG = International Maritime Dangerous Goods  
LogPow = logarithm of the octanol/water partition coefficient  
MARPOL = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)  
UN = United Nations

### References

: 29 CFR 1910.1200 Hazard Communication Standard, March 2012  
CCR Title 27 Division 4 Office of Environmental Health Hazard Assessment (California Prop. 65)  
American Composites Manufacturers Association  
Styrene Information and Research Center

▣ Indicates information that has changed from previously issued version.

### Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



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## COR72-AA-441OS Resin Corrosion Summary

### ASTM F1216 & D543 (CIPP) Corrosion Data @ 73.4 ± 3.6°F (23 ± 2°C)

Immersion Media	Flexural Strength Retention, % Months		Flexural Modulus Retention, % Months	
	1	12	1	12
100% Tap Water (pH 6-9)	99	94	96	94
5% Nitric Acid	99	96	95	96
10% Phosphoric Acid	97	95	95	96
10% Sulfuric Acid	97	100	97	96
100% Gasoline	100	100	99	95
0.1% Detergent	99	99	100	96
0.1% Soap Solution	98	99	97	96
100% Vegetable Oil	100	93	100	96

### ASTM F5813, F1743, & D543 (CIPP) Corrosion Data @ 73.4 ± 3.6°F (23 ± 2°C)

Immersion Media	Flexural Strength Retention, % Months		Flexural Modulus Retention, % Months	
	1	12	1	12
1% Nitric Acid	99	100	95	94
5% Sulfuric Acid	100	100	98	94
100% Gasoline	100	100	99	95
0.1% Detergent	99	99	100	96
0.1% Soap Solution	98	99	97	96
100% Vegetable Oil	100	93	100	96

Note: Non-shaded regions are the applicable test durations as they relate to achievement of the minimum acceptable retentions.

\*\*All Testing was conducted by HTS Pipe Consultants, Inc.

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**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID:** COR72-AA      **Duration:** 30 Days      **Date Tested:** 1/15/2009

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	30 Days	
					Value	% Change
Tap water (100%)	Observation	543		N/A	No Change	pH 7.5
	Weight	543	g	113.70	114.13	0.38
	Hardness	2583		88.4	88.4	0.00
	Thickness	2122	in.	0.240	0.240	0.00
			mm.	6.1	6.1	0.00
	Max. Flexural Modulus	790	psi	9254.5	9147.7	-1.15
psi			571665	548615	-4.03	
Nitric Acid (5%)	Observation	543		N/A	No Change	pH 0.5
	Weight	543	g	118.74	119.15	0.35
	Hardness	2583		88.8	88.8	0.00
	Thickness	2122	in.	0.262	0.262	0.00
			mm.	6.7	6.7	0.00
	Max. Flexural Modulus	790	psi	9254.5	9141.3	-1.22
psi			571665	545414	-4.59	
Phosphoric Acid (10%)	Observation	543		N/A	No Change	pH 0.9
	Weight	543	g	119.89	120.30	0.34
	Hardness	2583		89.8	89.8	0.00
	Thickness	2122	in.	0.254	0.254	0.00
			mm.	6.5	6.5	0.00
	Max. Flexural Modulus	790	psi	9254.5	8945.6	-3.34
psi			571665	545277	-4.62	
Sulfuric Acid (10%)	Observation	543		N/A	No Change	pH 0.3
	Weight	543	g	117.95	118.32	0.31
	Hardness	2583		90.8	90.6	0.00
	Thickness	2122	in.	0.254	0.254	0.00
			mm.	6.4	6.4	0.00
	Max. Flexural Modulus	790	psi	9254.5	8995.4	-2.80
psi			571665	553729	-3.14	

**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID:** COR72-AA      **Duration:** 30 Days      **Date Testd:** 1/15/2009

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	30 Days	
					Value	% Change
Gasoline (100%)	Observation	543		N/A	No Change	pH-NA
	Weight	543	g	117.98	118.16	0.15
	Hardness	2583		90.0	90.0	0.00
	Thickness	2122	in.	0.250	0.250	0.00
				mm.	6.3	6.3
	Max. Flexural Modulus	790	psi	9254.5	9506.9	2.73
psi				571665	566454	-0.91
Vegetable Oil (100%)	Observation	543		N/A	No Change	pH-NA
	Weight	543	g	120.73	120.78	0.04
	Hardness	2583		91.0	91.0	0.00
	Thickness	2122	in.	0.260	0.260	0.00
				mm.	6.6	6.6
	Max. Flexural Modulus	790	psi	9254.5	9296.6	0.45
psi				571665	571101	-0.10
Detergent (0.1%)	Observation	543		N/A	No Change	pH 7.1
	Weight	543	g	114.19	114.63	0.39
	Hardness	2583		89.4	89.4	0.00
	Thickness	2122	in.	0.245	0.245	0.00
				mm.	6.2	6.2
	Max. Flexural Modulus	790	psi	9254.5	9191.6	-0.68
psi				571665	570831	-0.15
Soap (0.1%)	Observation	543		N/A	No Change	pH 6.7
	Weight	543	g	120.57	121.02	0.37
	Hardness	2583		90.2	90.2	0.00
	Thickness	2122	in.	0.257	0.257	0.00
				mm.	6.5	6.5
	Max. Flexural Modulus	790	psi	9254.5	9069	-2.00
psi				571665	557021	-2.56



**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID:** COR72-AA      **Duration:** 30 Days      **Date Tested:** 1/15/2009

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	30 Days	
					Value	% Change
Nitric Acid (1%)	Observation	543		N/A	No Change	pH 1.0
	Weight	543	g	121.49	121.94	0.37
	Hardness	2583		90.4	90.4	0.00
	Thickness	2122	in.	0.262	0.262	0.00
			mm.	6.7	6.7	0.00
	Max. Flexural Modulus	790	psi	9254.5	9116.3	-1.49
			psi	571665	541873	-5.21
Sulfuric Acid (5%)	Observation	543		N/A	No Change	pH 0.6
	Weight	543	g	116.69	117.11	0.36
	Hardness	2583		89.6	89.6	0.00
	Thickness	2122	in.	0.254	0.254	0.00
			mm.	6.5	6.5	0.00
	Max. Flexural Modulus	790	psi	9254.5	9304.3	0.54
			psi	571665	560221	-2.00



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 15 Jan 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 8F55-6-C  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54000	.54000	.53900	.54300	.53400
Depth (in)	.23400	.24300	.25300	.25800	.26100
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, CONTROL

Specimen Number	Displacement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	OF Elasticity (psi)
1	.5649	.0496	49.1	9963.4	542763
2	.5574	.0508	50.4	9487.4	568673
3	.3427	.0325	50.8	8822.8	577090
4	.5130	.0496	56.6	9394.0	579930
5	.3631	.0355	52.1	8595.1	589867
Mean:	.4683	.0436	51.8	9254.5	571665.
Standard Deviation:	.1074	.0088	2.9	545.2	17842.
Minimum:	.3427	.0325	49.1	8595.1	542763.
Maximum:	.5649	.0508	56.6	9963.4	589867.



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FLEXURAL PROPERTIES OF ELASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8F55-6-1

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53900	.54900	.54700	.54000	.53800
Depth (in)	.24400	.25300	.25900	.26100	.26700
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN TAP WATER (100%) FOR 30 DAYS

Specimen Number	Disploment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.5235	.0479	51.3	9597.4	561930
2	.4640	.0440	56.2	9597.4	558367
3	.4010	.0390	56.7	9266.5	556157
4	.3813	.0373	50.4	8227.2	531714
5	.3041	.0305	57.8	9050.0	534908
Mean:	.4148	.0397	54.5	9147.7	548615.
Standard Deviation:	.0834	.0067	3.4	564.7	14167.
Minimum:	.3041	.0305	50.4	8227.2	531714.
Maximum:	.5235	.0479	57.8	9597.4	561930.



**Excellence In Engineering, Consulting, Testing and Inspection**

FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8F55-6-2

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55100	.55200	.55300	.54400	.54900
Depth (in)	.24200	.25100	.26300	.27100	.27500
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN NITRIC ACID (5%) FOR 30 DAYS

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.3917	.0356	50.0	9295.1	518011
2	.4525	.0426	57.0	9837.7	565053
3	.3689	.0364	57.4	9007.0	557880
4	.3296	.0335	57.6	8651.9	552288
5	.4436	.0457	61.7	8915.1	533841
Mean:	.3973	.0388	56.7	9141.3	545414.
Standard Deviation:	.0515	.0052	4.2	452.0	19191.
Minimum:	.3296	.0335	50.0	8651.9	518011.
Maximum:	.4525	.0457	61.7	9837.7	565053.



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: BF55-6-3

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54100	.55100	.55200	.55200	.55600
Depth (in)	.23600	.25100	.26200	.26800	.27300
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN PHOSPHORIC ACID (10%) FOR 30 DAYS

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.5375	.0476	49.4	9840.9	563843
2	.4398	.0414	54.4	9395.8	526852
3	.3453	.0339	55.9	8846.8	549445
4	.3036	.0305	54.0	8178.2	556384
5	.4355	.0446	58.5	8466.1	529863
Mean:	.4124	.0396	54.4	8945.6	545277.
Standard Deviation:	.0912	.0072	3.3	676.9	16298.
Minimum:	.3036	.0305	49.4	8178.2	526852.
Maximum:	.5375	.0476	58.5	9840.9	563843.



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8F55-6-4

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54800	.55000	.55600	.55400	.54400
Depth (in)	.23900	.25000	.25800	.26100	.26500
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN SULFURIC ACID (10%) FOR 30 DAYS

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.3752	.0336	49.5	9493.9	564628
2	.3111	.0292	54.2	9460.4	538663
3	.4297	.0416	53.4	8665.3	539819
4	.4233	.0414	56.6	9005.0	560656
5	.3484	.0346	53.2	8352.4	564881
Mean:	.3775	.0361	53.4	8995.4	553729.
Standard Deviation:	.0502	.0054	2.6	496.8	13338.
Minimum:	.3111	.0292	49.5	8352.4	538663.
Maximum:	.4297	.0416	56.6	9493.9	564881.





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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8F55-6-5

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55300	.55200	.55500	.55600	.55600
Depth (in)	.23400	.24400	.25200	.25500	.26200
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN GASOLINE (100%) FOR 30 DAYS

Specimen Number	Displcment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.3799	.0333	49.8	9873.8	554866
2	.5525	.0506	52.6	9595.9	567451
3	.5050	.0477	57.8	9839.8	557660
4	.4312	.0412	56.6	9391.5	575970
5	.3034	.0298	56.2	8833.5	576322
Mean:	.4344	.0405	54.6	9505.9	566454.
Standard Deviation:	.0988	.0089	3.3	424.3	10007.
Minimum:	.3034	.0298	49.8	8833.5	554866.
Maximum:	.5525	.0506	57.8	9873.8	576322.



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8F55-6-6

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity ( % ): 50

Crosshead Speed (in/min ): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55000	.54600	.55200	.55300	.55600
Depth (in)	.24300	.25300	.26000	.26600	.26800
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN VEGETABLE OIL (100%) FOR 30 DAYS

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.5562	.0507	52.7	9736.1	571465
2	.4295	.0407	56.3	9674.1	553541
3	.4862	.0474	56.0	9012.4	554508
4	.4132	.0412	59.5	9117.8	579456
5	.3366	.0338	59.5	8942.7	596537
Mean:	.4443	.0428	56.8	9296.6	571101.
Standard Deviation:	.0822	.0065	2.8	378.7	18032.
Minimum:	.3366	.0338	52.7	8942.7	553541.
Maximum:	.5562	.0507	59.5	9736.1	596537.



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8F55-6-7

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55000	.55600	.56300	.55500	.54600
Depth (in)	.22700	.23800	.24800	.25500	.26300
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN DETERGENT (0.1%) FOR 30 DAYS

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.5112	.0435	44.8	9473.9	568827
2	.5239	.0468	50.8	9670.4	568317
3	.4521	.0420	51.6	8941.1	567055
4	.3684	.0352	55.9	9292.1	574388
5	.3268	.0322	54.0	8580.7	575566
Mean:	.4365	.0400	51.4	9191.6	570831.
Standard Deviation:	.0868	.0060	4.2	434.5	3862.
Minimum:	.3268	.0322	44.8	8580.7	567055.
Maximum:	.5239	.0468	55.9	9670.4	575566.



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN - 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8P55-6-8

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55400	.55000	.54700	.55700	.54900
Depth (in)	.23800	.25100	.26400	.27100	.27700
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN SOAP (0.1%) FOR 30 DAYS

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4765	.0425	49.6	9485.4	530465
2	.3459	.0326	53.6	9277.8	558504
3	.3662	.0363	60.0	9450.8	551144
4	.3223	.0326	56.9	8340.0	568426
5	.3650	.0379	61.7	8791.1	576566
Mean:	.3752	.0364	56.4	9069.0	557021.
Standard Deviation:	.0594	.0041	4.9	492.8	17706.
Minimum:	.3223	.0326	49.6	8340.0	530465.
Maximum:	.4765	.0425	61.7	9485.4	576566.



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.03

Operator name: K. PHOUANGSAVANH

Test Date: 15 Jan 2009

Sample Identification: 8F55-6-9

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity ( % ): 50

Crosshead Speed (in/min ): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55700	.55500	.55900	.55000	.55300
Depth (in)	.24600	.26100	.26900	.26800	.27500
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN NITRIC ACID (1%) FOR 30 DAYS

Specimen Number	Displcement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.5283	.0487	55.4	9863.1	544338
2	.3563	.0349	58.4	9266.5	536348
3	.3352	.0338	58.1	8625.5	549497
4	.2740	.0275	57.8	9783.6	537040
5	.3231	.0333	63.5	9043.0	542141
Mean:	.3632	.0357	58.7	9116.3	541873.
Standard Deviation:	.0971	.0078	3.0	494.1	5435.
Minimum:	.2740	.0275	55.4	8625.5	536348.
Maximum:	.5283	.0487	63.5	9863.1	549497.



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FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 15 Jan 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 8P55-610  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55700	.55000	.55200	.55600	.55000
Depth (in)	.23300	.24200	.25400	.26300	.26700
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN SULFURIC (5%) FOR 30 DAYS

Specimen Number	Disploment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.5806	.0507	49.3	9774.1	525396
2	.5076	.0461	48.7	9066.1	565841
3	.4073	.0388	54.3	9150.1	568115
4	.3766	.0371	60.4	9423.3	566229
5	.3614	.0362	59.5	9108.1	575523
Mean:	.4467	.0418	54.4	9304.3	560221.
Standard Deviation:	.0941	.0063	5.5	297.5	19855.
Minimum:	.3614	.0362	48.7	9066.1	525396.
Maximum:	.5806	.0507	60.4	9774.1	575523.



**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID: COR72-AA**

**Duration: 1 Year**

**Date Tested: 12/16/2009**

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	1 Year	
					Value	% Change
Tap water (100%)	Observation	543		N/A	Off White	pH 7.5
	Weight	543	g	123.86	124.90	0.84
	Hardness	2583		89.0	89.0	0.00
	Thickness	2122	in.	0.270	0.270	0.00
				mm.	6.8	6.8
	Max. Flexural Modulus	790	790	psi	9254.5	8686.5
psi				571665	538907	-5.73
Nitric Acid (5%)	Observation	543		N/A	Light Yellow	pH 0.5
	Weight	543	g	122.48	123.50	0.83
	Hardness	2583		89.6	89.6	0.00
	Thickness	2122	in.	0.260	0.260	0.00
				mm.	6.6	6.6
	Max. Flexural Modulus	790	790	psi	9254.5	8843.2
psi				571665	547521	-4.22
Phosphoric Acid (10%)	Observation	543		N/A	Off White	pH 0.9
	Weight	543	g	122.44	123.43	0.81
	Hardness	2583		89.0	89.0	0.00
	Thickness	2122	in.	0.257	0.257	0.00
				mm.	6.5	6.5
	Max. Flexural Modulus	790	790	psi	9254.5	8769.2
psi				571665	546438	-4.41
Sulfuric Acid (10%)	Observation	543		N/A	Off White	pH 0.3
	Weight	543	g	119.89	120.76	0.73
	Hardness	2583		87.8	87.8	0.00
	Thickness	2122	in.	0.250	0.250	0.00
				mm.	6.3	6.3
	Max. Flexural Modulus	790	790	psi	9254.5	9585.9
psi				571665	550314	-3.73



**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID: COR72-AA**

**Duration: 1 Year**

**Date Tested: 12/16/2009**

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	1 Year	
					Value	% Change
Gasoline (100%)	Observation	543		N/A	Light Brown	pH-NA
	Weight	543	g	119.04	119.83	0.66
	Hardness	2583		88.0	88.0	0.00
	Thickness	2122	in.	0.248	0.248	0.00
				mm.	6.3	6.3
	Max. Flexural Modulus	790	790	psi	9254.5	9666.6
psi				571665	543960	-4.85
Vegetable Oil (100%)	Observation	543		N/A	No Change	pH-NA
	Weight	543	g	123.76	123.94	0.15
	Hardness	2583		88.8	88.8	0.00
	Thickness	2122	in.	0.264	0.264	0.00
				mm.	6.7	6.7
	Max. Flexural Modulus	790	790	psi	9254.5	8565.9
psi				571665	547964	-4.15
Detergent (0.1%)	Observation	543		N/A	Off White	pH 7.3
	Weight	543	g	124.76	125.80	0.84
	Hardness	2583		89.2	89.2	0.00
	Thickness	2122	in.	0.262	0.262	0.00
				mm.	6.6	6.6
	Max. Flexural Modulus	790	790	psi	9254.5	9152.9
psi				571665	547643	-4.20
Soap (0.1%)	Observation	543		N/A	Off White	pH 6.9
	Weight	543	g	117.73	118.74	0.86
	Hardness	2583		89.4	89.4	0.00
	Thickness	2122	in.	0.257	0.257	0.00
				mm.	6.5	6.5
	Max. Flexural Modulus	790	790	psi	9254.5	9176.8
psi				571665	548536	-4.05



**SUMMARY OF TEST DATA  
RESISTANCE OF CIPP TO CHEMICAL REAGENTS**

**SAMPLE ID: COR72-AA**

**Duration: 1 Year**

**Date Tested: 12/16/2009**

Chemical Reagent (Concentration)	Mechanical Property	Test Method ASTM D	Unit	Control Sample	1 Year	
					Value	% Change
Nitric Acid (1%)	Observation	543		N/A	Off White	pH 1.0
	Weight	543	g	117.73	118.72	0.84
	Hardness	2583		89.2	89.2	0.00
	Thickness	2122	in.	0.253	0.253	0.00
			mm.	6.4	6.4	0.00
	Max. Flexural Modulus	790	psi	9254.5	9696.1	4.77
			psi	571665	537301	-6.01
Sulfuric Acid (5%)	Observation	543		N/A	Off White	pH 0.6
	Weight	543	g	118.56	119.45	0.75
	Hardness	2583		89.2	89.2	0.00
	Thickness	2122	in.	0.255	0.255	0.00
			mm.	6.5	6.5	0.00
	Max. Flexural Modulus	790	psi	9254.5	9254.4	0.00
			psi	571665	535891	-6.26



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 16 Dec 2009

Operator name: E. CARRILLO

Sample Type: ASTM

Sample Identification: 8F55-6Y4  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54500	.54300	.53100	.53600	.55000
Depth (in)	.25300	.25900	.26500	.26500	.23100
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN SULFURIC ACID (10%) FOR 1 YEAR

Specimen Number	Displacement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4226	.0401	57.2	9843.2	539325
2	.4347	.0422	59.4	9777.9	532130
3	.3119	.0310	56.5	9084.6	551399
4	.4501	.0447	59.1	9427.1	565631
5	.5043	.0437	47.9	9796.7	563082
Mean:	.4247	.0403	56.0	9585.9	550314.
Standard Deviation:	.0704	.0055	4.7	325.6	14579.
Minimum:	.3119	.0310	47.9	9084.6	532130.
Maximum:	.5043	.0447	59.4	9843.2	565631.



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN - 4".

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Test Date: 16 Dec 2009

Operator name: K. PHOUANGSAVANH

Sample Identification: 8FE5-6Y1

Sample Type: ASTM

Interface Type: 43/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53900	.54000	.53300	.53500	.54300
Depth (in)	.25600	.27100	.28000	.28300	.29100
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN TAP WATER (100%) FOR 1 YEAR

Specimen Number	Displement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4188	.0402	53.4	9079.8	546004
2	.4583	.0466	61.6	9325.7	521094
3	.4342	.0456	62.0	8900.8	539392
4	.1438	.0153	57.6	8063.0	556857
5	.3616	.0395	61.8	8064.1	531189
Mean:	.3633	.0374	59.3	8686.5	538907.
Standard Deviation:	.1278	.0128	3.7	588.4	13690.
Minimum:	.1438	.0153	53.4	8063.0	521094.
Maximum:	.4583	.0466	62.0	9325.7	556857.



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 16 Dec 2009

Operator name: K. PHOUANGSAVANH

Sample Type: ASTM

Sample Identification: 8F55-6Y2  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54000	.53800	.54400	.54200	.55200
Depth (in)	.26200	.26800	.27500	.28000	.23700
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN NITRIC (5%) FOR 1 YEAR

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.3448	.0339	54.4	8808.7	546343
2	.4285	.0431	59.7	9266.8	557707
3	.2383	.0246	56.8	8276.6	556508
4	.4123	.0433	66.9	9442.1	550019
5	.3867	.0344	43.5	8421.8	527027
Mean:	.3621	.0358	56.2	8843.2	547521.
Standard Deviation:	.0761	.0078	8.5	509.4	12371.
Minimum:	.2383	.0246	43.5	8276.6	527027.
Maximum:	.4285	.0433	66.9	9442.1	557707.





FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation

Series IX Automated Materials Testing System 6.05

Test Date: 16 Dec 2009

Operator name: K. PHOUANGSAVANH

Sample Type: ASTM

Sample Identification: 8F55-6X3

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54300	.54300	.54300	.54100	.54400
Depth (in)	.24900	.25900	.26700	.27300	.27800
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN PHOSPHORIC ACID (10%) FOR 1 YEAR

Specimen Number	Displacement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4523	.0422	53.2	9483.0	536994
2	.4184	.0406	56.7	9339.7	537423
3	.3257	.0326	51.3	7956.1	546556
4	.2881	.0295	61.6	9163.8	560864
5	.2343	.0244	55.4	7903.4	550351
Mean:	.3438	.0339	55.6	8759.2	546438.
Standard Deviation:	.0905	.0075	3.9	774.8	9923.
Minimum:	.2343	.0244	51.3	7903.4	536994.
Maximum:	.4523	.0422	61.6	9483.0	560864.



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 16 Dec 2009

Operator name: E. CARRILLO

Sample Type: ASTM

Sample Identification: 8F55-6Y5  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55100	.53900	.54200	.54300	.57300
Depth (in)	.23500	.24400	.26100	.26400	.25000
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN GASOLINE (100%) FOR 1 YEAR

Specimen Number	Displment at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.3014	.0266	49.4	9744.7	528595
2	.3189	.0292	53.2	9943.3	541340
3	.1941	.0190	58.9	9576.5	548527
4	.3300	.0327	61.7	9785.2	546431
5	.3307	.0310	55.4	9283.4	554905
Mean:	.2950	.0277	55.7	9666.6	543960.
Standard Deviation:	.0577	.0054	4.8	250.9	9870.
Minimum:	.1941	.0190	49.4	9283.4	528595.
Maximum:	.3307	.0327	61.7	9943.3	554905.



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 16 Dec 2009

Operator name: K. PHOUANGSAVANH

Sample Type: ASTM

Sample Identification: 9F55-6Y6  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.55000	.53800	.53700	.53900	.55100
Depth (in)	.24800	.25600	.26200	.26600	.26600
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN VEGETABLE OIL (100%) FOR 1 YEAR

Specimen Number	Displacement at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.3516	.0327	47.6	8451.8	528445
2	.4038	.0388	51.1	8702.6	543173
3	.2810	.0276	53.0	8621.9	552045
4	.3518	.0351	54.7	8599.4	555860
5	.2773	.0277	54.9	8453.7	560296
Mean:	.3331	.0324	52.3	8565.9	547964.
Standard Deviation:	.0537	.0048	3.0	110.2	12600.
Minimum:	.2773	.0276	47.6	8451.8	528445.
Maximum:	.4038	.0388	54.9	8702.6	560296.



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 16 Dec 2009

Operator name: E. CARRILLO

Sample Type: ASTM

Sample Identification: 8P55-6Y7  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53400	.53000	.52800	.52500	.54600
Depth (in)	.25200	.26100	.27100	.27600	.28000
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN DETERGENT(0.1%) FOR 1 YEAR

Specimen Number	Displacement	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4668	.0441	54.1	9580.9	535370
2	.4487	.0439	53.2	8846.1	544588
3	.4346	.0442	56.1	8682.0	547475
4	.4841	.0501	62.9	9444.3	561893
5	.3568	.0375	65.7	9211.4	548887
Mean:	.4382	.0440	58.4	9152.9	547643.
Standard Deviation:	.0492	.0045	5.6	393.2	9547.
Minimum:	.3568	.0375	53.2	8682.0	535370.
Maximum:	.4841	.0501	65.7	9580.9	561893.



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 16 Dec 2009

Operator name: E. CARRILLO

Sample Identification: 8F55-6Y8  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.54300	.52900	.50600	.53700	.53800
Depth (in)	.24600	.26400	.27000	.27200	.23400
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN SOAP (0.1%) FOR 1 YEAR

Specimen Number	Displcement at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.4141	.0382	48.4	8833.8	539591
2	.4688	.0464	54.2	8815.5	538409
3	.4310	.0436	56.1	9126.7	572880
4	.4033	.0411	64.0	9669.9	558694
5	.4237	.0372	46.3	9438.3	533107
Mean:	.4282	.0413	53.8	9176.8	548536.
Standard Deviation:	.0250	.0038	7.0	374.9	16707.
Minimum:	.4033	.0372	46.3	8815.5	533107.
Maximum:	.4688	.0464	64.0	9669.9	572880.



FLEXURAL PROPERTIES OF PLASTICS (ASTM D790)

SUPPORT SPAN = 4"

Flexural 3 point bend

Instron Corporation  
 Series IX Automated Materials Testing System 6.05  
 Test Date: 16 Dec 2009

Operator name: E. CARRILLO

Sample Identification: 8F55-6Y9  
 Interface Type: 42/43/4400 Series  
 Machine Parameters of test:

Sample Type: ASTM

Sample Rate (pts/sec): 10.000  
 Crosshead Speed (in/min): .1100

Humidity (%): 50  
 Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53500	.54200	.54800	.54400	.54200
Depth (in)	.23800	.24800	.25900	.26700	.27000
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN NITRIC ACID (1%) FOR 1 YEAR

Specimen Number	Disploment at Yield (in)	Strain at Yield (in/in)	Load at Yield (lbs)	Stress at Yield (psi)	Modulus Of Elasticity (psi)
1	.4362	.0389	49.3	9758.9	533614
2	.5477	.0509	54.3	9775.3	543712
3	.5189	.0504	61.1	9968.4	532612
4	.4189	.0419	60.2	9320.0	533060
5	.4486	.0454	63.6	9657.9	543505
Mean:	.4741	.0455	57.7	9696.1	537301.
Standard Deviation:	.0560	.0052	5.8	238.4	5770.
Minimum:	.4189	.0389	49.3	9320.0	532612.
Maximum:	.5477	.0509	63.6	9968.4	543712.





FLEXURAL PROPERTIES OF ELASTICS (ASTM D790)

SUPPORT SPAN = 4".

Flexural 3 point bend

Instron Corporation

Series LX Automated Materials Testing System 6.05

Operator name: E. CARRILLO

Test Date: 16 Dec 2009

Sample Identification: 8F55Y610

Sample Type: ASTM

Interface Type: 42/43/4400 Series

Machine Parameters of test:

Sample Rate (pts/sec): 10.000

Humidity (%): 50

Crosshead Speed (in/min): .1100

Temperature (deg. F): 71

Dimensions:

	Spec. 1	Spec. 2	Spec. 3	Spec. 4	Spec. 5
Width (in)	.53500	.53200	.54500	.53600	.55400
Depth (in)	.23900	.25200	.27400	.28200	.22400
Span (in)	4.0000	4.0000	4.0000	4.0000	4.0000

Out of 5 specimens, 0 excluded.

Sample comments: COR72-AA, SAMPLE SOAKED IN SULFURIC ACID (5%) FOR 1 YEAR

Specimen Number	Displment	Strain	Load	Stress	Modulus
	at Yield (in)	at Yield (in/in)	at Yield (lbs)	at Yield (psi)	Of Elasticity (psi)
1	.4749	.0426	48.3	9487.0	534140
2	.5383	.0509	53.8	9560.1	539496
3	.3264	.0335	61.1	8955.3	528076
4	.3407	.0360	63.0	8865.2	546516
5	.5742	.0482	43.6	9404.4	531228
Mean:	.4509	.0422	54.0	9254.4	535891.
Standard Deviation:	.1130	.0075	8.2	320.5	7276.
Minimum:	.3264	.0335	43.6	8865.2	528076.
Maximum:	.5742	.0509	63.0	9560.1	546516.



INTERPLASTIC CORPORATION

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# COR72-AA-441OS Resin

## ASTM D2990 10,000-Hour Flexural Modulus Creep Data (2125 psi Stress load)

<u>Test Time, hours</u>	<u>COR72-AA Type Products</u> <u>Flexural Modulus, psi</u>
0.02	533,584
0.10	516,463
0.20	507,505
0.50	496,336
1	491,166
2	482,401
5	476,212
20	459,126
50	446,227
100	434,962
196	421,146
500	398,454
700	386,733
1,004	380,795
2,012	367,249
3,000	355,550
4,004	349,165
5,013	346,501
6,000	340,239
7,004	336,691
7,996	333,111
9,000	329,309
10,005	327,029
<b><i>438,000</i></b>	<b><i>278,044</i></b>

Note: The results in bold italics were calculated from the equation obtained from the trendline from the graphs.

\*\*All Testing was conducted by HTS Pipe Consultants, Inc.

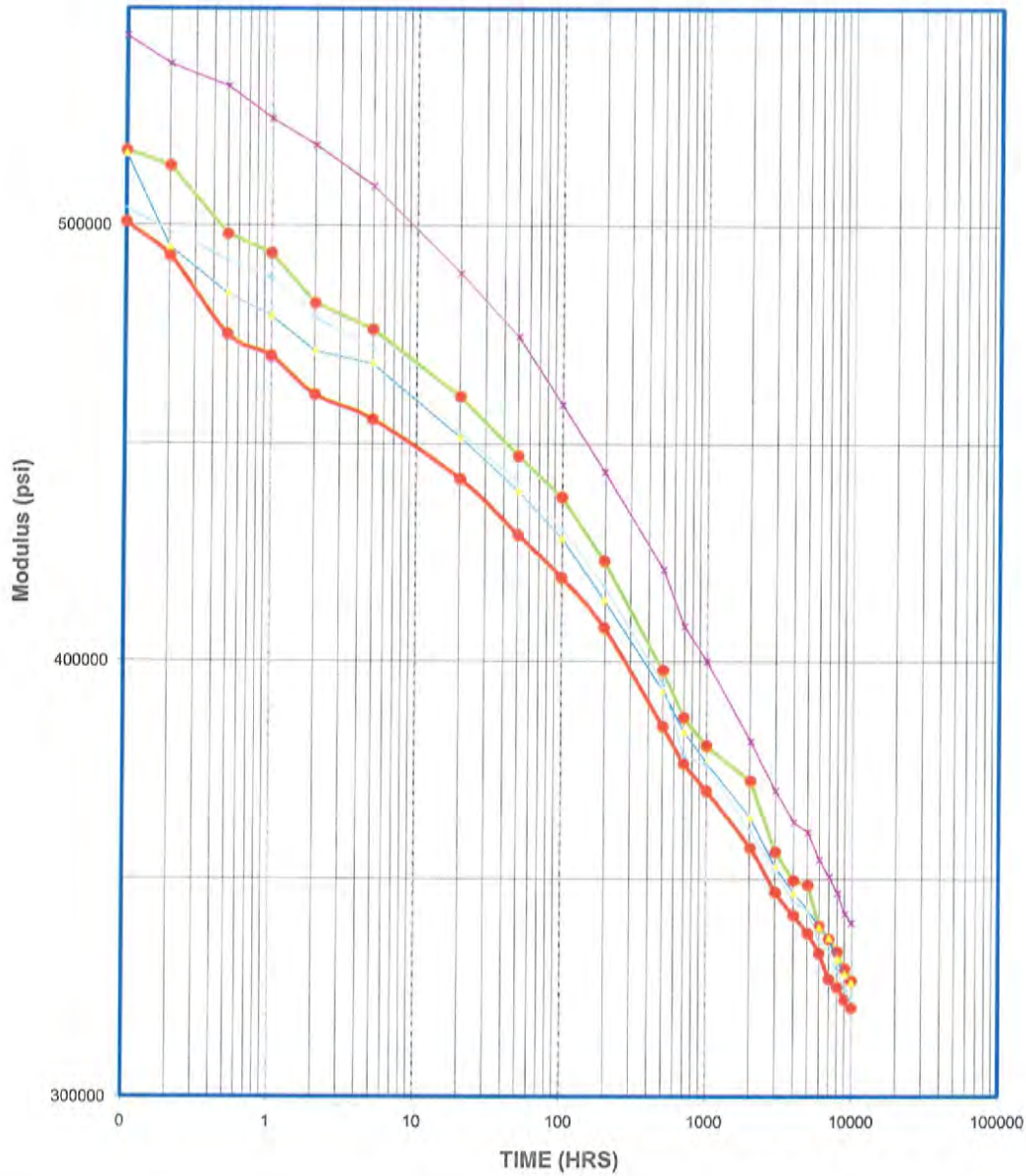
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# HTS Pipe Consultants, Inc.

420 Pickering, Houston, Texas 77091  
Tel: (713) 692-8373 Fax: (713) 692-8502

## FLEXURAL CREEP ASTM D2990



Project Name:

Project No.:

Sample ID No.: COR72-AA-451

Test Started: 8/23/18

Test Ended: 10/14/19

HTS Report#: ICF932.002

Tested Temperature: 71°F

Lab Humidity: 50%

Specimen Gage Length: 4.0"

Stress: 2125 PSI

Sample ID: COR72-AA-451

**Spec# 1**                      Stress: 2125 psi  
 Thickness: 0.249"          Width: 0.594"

**Spec# 2**                      Stress: 2125 psi  
 Thickness: 0.256"          Width: 0.591"

**Spec# 3**                      Stress: 2125 psi  
 Thickness: 0.251"          Width: 0.591"

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	540563
0.10	517220
0.20	513718
0.50	497980
1	493659
2	482155
5	476102
20	460682
50	447106
100	437648
196	423006
500	397862
700	387036
1004	380564
2012	372466
3000	356146
4004	349581
5013	348510
6000	339161
7004	336155
7996	333202
9000	329344
10005	326509

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	520833
0.10	500801
0.20	492994
0.50	475009
1	469966
2	461155
5	455461
20	441825
50	428981
100	419231
196	407650
500	384964
700	376453
1004	370157
2012	357023
3000	346950
4004	341596
5013	337430
6000	332863
7004	326963
7996	325043
9000	322204
10005	320339

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	529962
0.10	516622
0.20	495096
0.50	484471
1	479328
2	471323
5	468389
20	451527
50	439229
100	428394
196	414245
500	393316
700	383952
1004	376901
2012	364135
3000	352756
4004	346795
5013	343106
6000	338984
7004	336458
7996	331518
9000	328145
10005	326248



Sample ID: COR72-AA-451

Spec# 4                      Stress: 2125 psi  
 Thickness: 0.246"          Width: 0.597"

Spec# 5                      Stress: 2125 psi  
 Thickness: 0.253"          Width: 0.592"

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	523528
0.10	504053
0.20	498598
0.50	492206
1	488035
2	478903
5	472033
20	452559
50	441288
100	430565
196	417305
500	395115
700	378247
1004	376393
2012	361054
3000	351683
4004	344839
5013	342786
6000	335791
7004	333361
7996	329075
9000	324897
10005	322171

<u>TIME (HRS)</u>	<u>Modulus (psi)</u>
0.02	553034
0.10	543638
0.20	537120
0.50	532016
1	524541
2	518470
5	509043
20	489037
50	474532
100	458973
196	443523
500	421013
700	407976
1004	399962
2012	381565
3000	370213
4004	363013
5013	360675
6000	354397
7004	350515
7996	346717
9000	341953
10005	339877



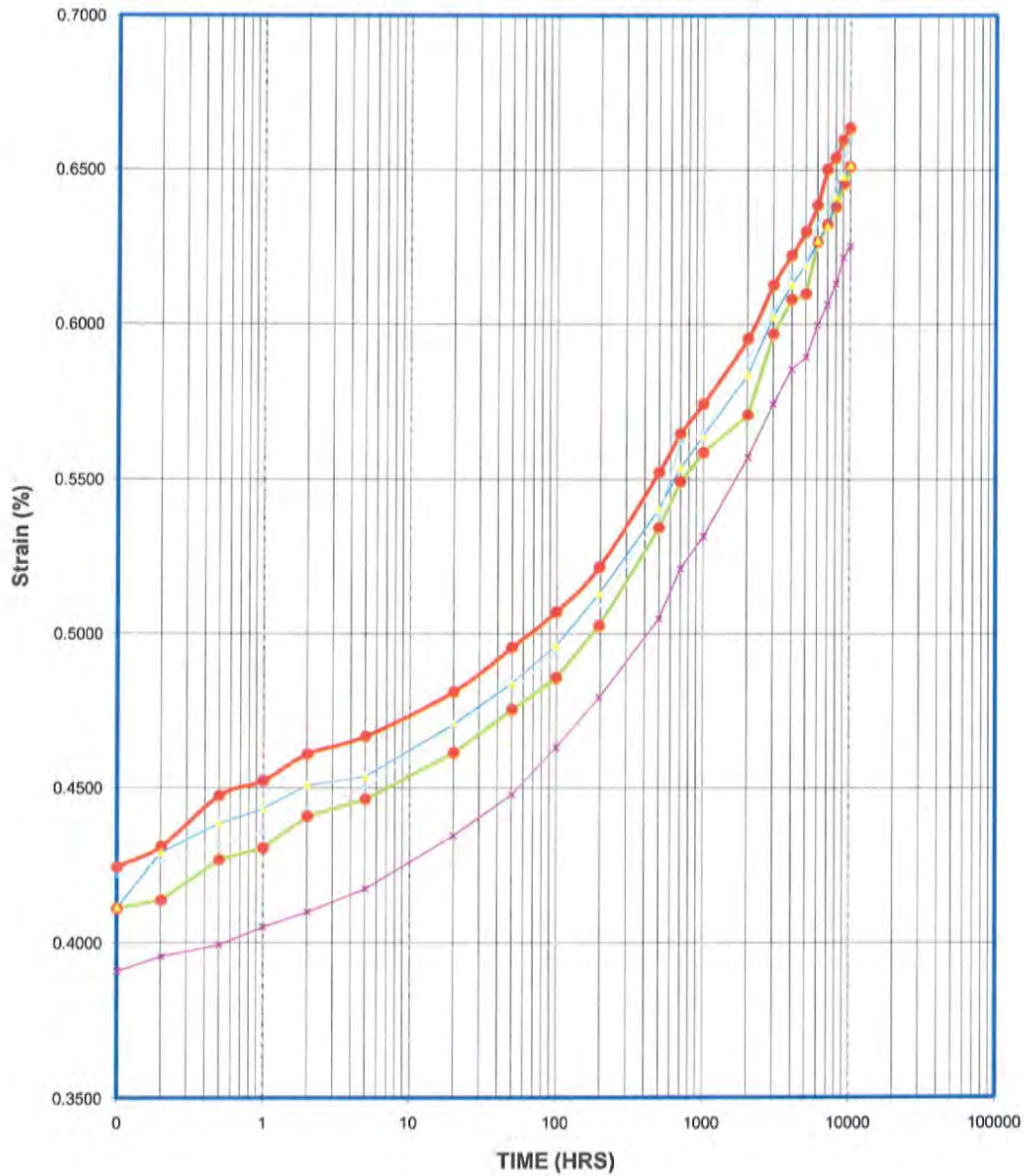




# HTS Pipe Consultants, Inc.

420 Pickering, Houston, Texas 77091  
Tel: (713) 692-8373 Fax: (713) 692-8502

## FLEXURAL CREEP ASTM D2990



Project Name:

Project No.:

Sample ID No.: COR72-AA-451

Test Started: 8/23/18

Test Ended: 10/14/19

HTS Report#: ICF932.002

Tested Temperature: 71°F

Lab Humidity: 50%

Specimen Gage Length: 4.0"

Stress: 2125 PSI

Sample ID: COR72-AA-451

<u>Spec# 1</u>	Stress: 2125 psi	<u>Spec# 2</u>	Stress: 2125 psi	<u>Spec# 3</u>	Stress: 2125 psi
Thickness: 0.249"	Width: 0.594"	Thickness: 0.256"	Width: 0.591"	Thickness: 0.251"	Width: 0.591"

<u>TIME (HRS)</u>	<u>Strain (%)</u>	<u>TIME (HRS)</u>	<u>Strain (%)</u>	<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.3931	0.02	0.4080	0.02	0.4010
0.10	0.4109	0.10	0.4243	0.10	0.4113
0.20	0.4137	0.20	0.4310	0.20	0.4292
0.50	0.4267	0.50	0.4474	0.50	0.4386
1	0.4305	1	0.4522	1	0.4433
2	0.4407	2	0.4608	2	0.4509
5	0.4463	5	0.4666	5	0.4537
20	0.4613	20	0.4810	20	0.4706
50	0.4753	50	0.4954	50	0.4838
100	0.4856	100	0.5069	100	0.4960
196	0.5024	196	0.5213	196	0.5130
500	0.5341	500	0.5520	500	0.5403
700	0.5490	700	0.5645	700	0.5535
1004	0.5584	1004	0.5741	1004	0.5638
2012	0.5705	2012	0.5952	2012	0.5836
3000	0.5967	3000	0.6125	3000	0.6024
4004	0.6079	4004	0.6221	4004	0.6128
5013	0.6097	5013	0.6298	5013	0.6193
6000	0.6265	6000	0.6384	6000	0.6269
7004	0.6321	7004	0.6499	7004	0.6316
7996	0.6378	7996	0.6538	7996	0.641
9000	0.6452	9000	0.6595	9000	0.6476
10005	0.6508	10005	0.6634	10005	0.6513





Sample ID: COR72-AA-451

Spec# 4                      Stress: 2125 psi  
Thickness: 0.246"        Width: 0.597"

Spec# 5                      Stress: 2125 psi  
Thickness: 0.253"        Width: 0.592"

<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.4059
0.10	0.4216
0.20	0.4262
0.50	0.4317
1	0.4354
2	0.4437
5	0.4502
20	0.4696
50	0.4815
100	0.4935
196	0.5092
500	0.5378
700	0.5618
1004	0.5646
2012	0.5886
3000	0.6042
4004	0.6162
5013	0.6199
6000	0.6328
7004	0.6374
7996	0.6458
9000	0.6541
10005	0.6596

<u>TIME (HRS)</u>	<u>Strain (%)</u>
0.02	0.3842
0.10	0.3909
0.20	0.3956
0.50	0.3994
1	0.4051
2	0.4099
5	0.4174
20	0.4345
50	0.4478
100	0.4630
196	0.4791
500	0.5047
700	0.5209
1004	0.5313
2012	0.5569
3000	0.574
4004	0.5854
5013	0.5892
6000	0.5996
7004	0.6063
7996	0.6129
9000	0.6214
10005	0.6252

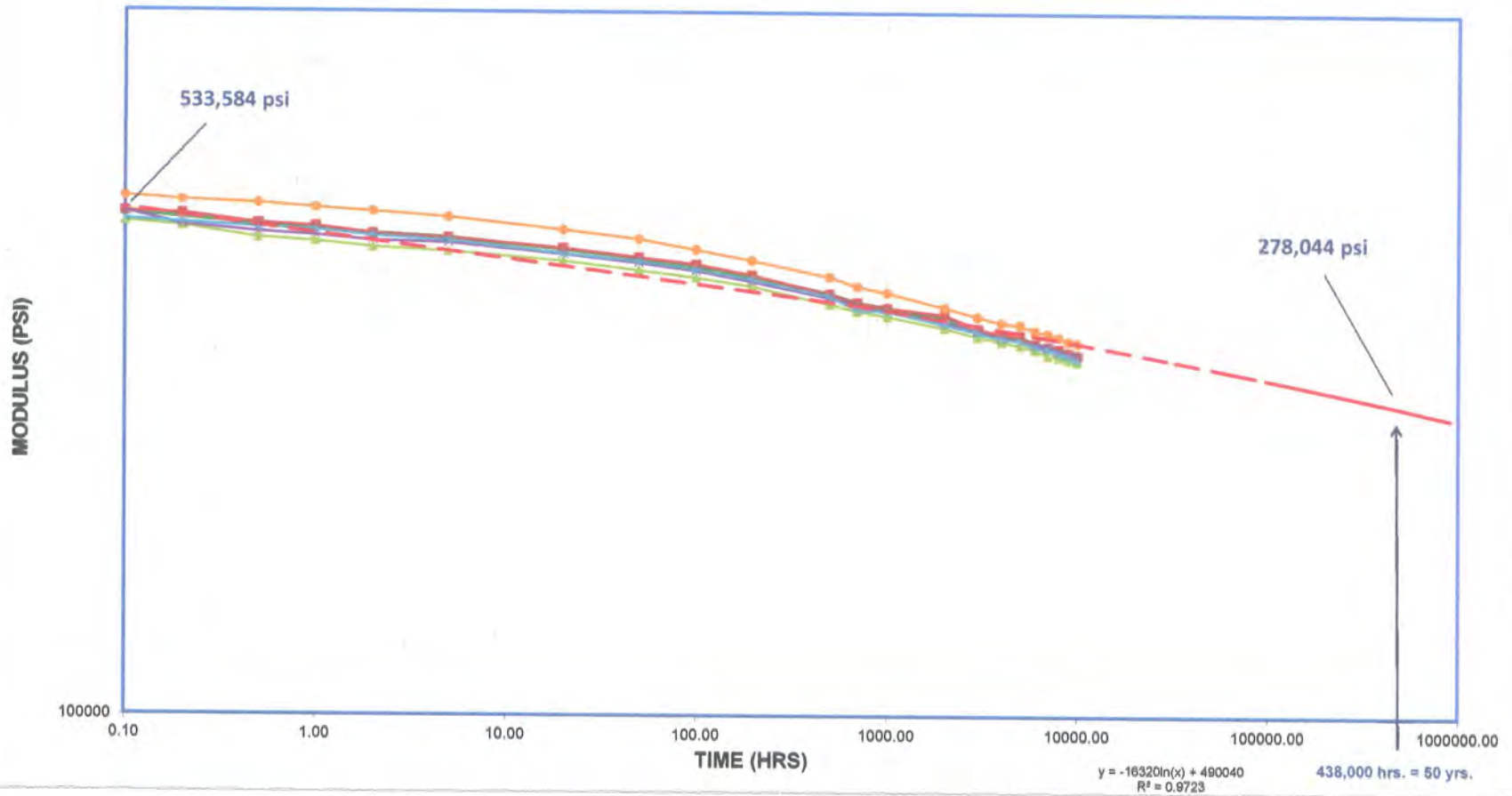




### HTS Pipe Consultants, Inc.

420 Pickering, Houston, Texas 77091  
Tel: (713) 692-8373 Fax: (713) 692-8502

#### FLEXURAL CREEP (ASTM D2990)



Project Name: Interplastics  
Report Date : October 17, 2019  
Sample ID No.: COR72-AA-451  
HTS Report#: ICF932.002

Modulus = 278,044 psi (extrapolated to 50 years)  
% Retained = 52.1  
— Line from Lab test data  
- - - Line from linear extrapolation

$y = -16320\ln(x) + 490040$   
 $R^2 = 0.9723$   
438,000 hrs. = 50 yrs.

Test Temperature : 71° F  
Laboratory Humidity : 50%  
Specimen Gage Length : 4"  
Stress : 2125 psi

**WORK CHANGE DIRECTIVE NO.: 3**

Owner: City of Mandeville, LA  
Engineer: Digital Engineering & Imaging, Inc.  
Contractor: Creek Construction, LLC  
Project: 2022 Roadway & Drainage Maintenance  
Contract Name:  
Date Issued: 11/26/2024  
Owner's Project No.: 700.22.003  
Engineer's Project No.: 5762003.01  
Contractor's Project No.: See attached  
Effective Date of Work Change Directive: 10/1/2024

Contractor is directed to proceed promptly with the below noted change(s) and/or is authorized to perform work or install materials as indicated herein:

**Description:**

- A. Addition of a pay item for the installation of Owner/Engineer authorized interior pipe collars. Work of this nature was authorized by Public Works to install interior pipe collars at leaking joints within corrugated metal drain lines, in lieu of utilizing the existing item to install concrete collars around the exterior of the pipe, for locations where thus use of machinery was deemed to be impractical given the location of the work and proximity to private residences.
- B. Addition of a pay item for the installation of geotextile fabric under aggregate (limestone) paths as directed by the Owner/Engineer. Work of this nature was authorized by Public Works to install a layer of geotextile fabric prior to restoration of a limestone pedestrian path.

**Attachments:**

- A. T&M Proposal (estimate) and Dayton Recrete™ 20 Minute product technical data sheet.
- B. Contractor Proposal (estimate) no. 1220

**Purpose for the Work Change Directive:**

- A. Add a new contract pay item 'Interior Pipe Collar (0" to 60") (5 or >)' @ \$947.63 per Each.
- B. Add a new contract pay item 'Geotextile Fabric (Under Limestone)' @ \$2.50 per Square Yard.

The unit pricing proposed by the contractor for this work is deemed cost reasonable, given the material costs and the necessary labor and equipment resources needed to perform the work as directed, in addition to factoring site-specific conditions and constraints where the work is to be performed.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

**Notes to User—Check one or both of the following**

- Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ N/A (included in overall max. contract value) ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~.

Contract Time: 0 days ~~[increase]~~ ~~[decrease]~~ ~~[not yet estimated]~~.

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

Recommended by Engineer

Authorized by Owner

By: Buster Lyons, P.E. BL...



Title: Project Manager

Eng Asst.

Date: 11/26/2024

12/3/24

**Change Order-**  
**LS 3&39 Upgrades**



December 4, 2024

**Attention: Mr. Keith LaGrange, P.E.**

Dept. of Public Works  
1100 Mandeville High Blvd.  
Mandeville, LA 70448  
c/o Digital Engineering, Inc.  
Mr. Buster Lyons, P.E.

*via: email (klagrange@cityofmandeville.com)*

Re: City of Mandeville  
Project # 212.22.002 – Rehabilitation of Lift Stations No. 3 and No. 39  
Change Order 1

Please find enclosed Change Order No. 1 for the subject project. This change order aligns the contract days the time expended. Ten (10) calendar days have been added the Contract Times under this change order.

Fairway has reviewed the proposed time extension and recommends approval and acceptance of this change order.

Should you have any questions, comments, or concerns regarding this change order or the project in general, please do not hesitate to contact me.

Sincerely,

David A. Martin, P.E.  
Senior Project Manager

CC: B. Lyons (DEll); J. Ritchie (DEll)

John Catalanotto(Fairway); Matt Loker (Fairway)

**SECTION 00 00 14**  
**CHANGE ORDER**

**No. 1**

Date of Issuance: December 4, 2024                      Effective Date: October 26, 2024

Owner: City of Mandeville	Owner's Contract No.: 212.22.002
Contract: Rehabilitation of Lift Stations No. 3 and No. 39	Date of Contract: January 17, 2024
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 21-061A

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

Description:  
This change order aligns the contract days to the contract time used. Please see the attached "explanation and Justification."

**Attachments (list documents supporting change):**  
Attachment "A" – Explanation and Justification.

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  <u>\$638,400.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): <u>210</u>
Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :  <u>\$0.00</u>	Increase from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order:  <u>\$638,400.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): <u>210</u>
Increase of this Change Order:  <u>\$0.00</u>	Increase of this Change Order: Substantial completion (days or date): <u>10</u> Ready for final payment (days or date): <u>10</u>
Contract Price incorporating this Change Order:  <u>\$638,400.00</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>190</u> Ready for final payment (days or date): <u>220</u>

RECOMMENDED: By: _____ Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



ATTACHMENT "A" – CHANGE ORDER EXPLANATION

##### PROJECT DESCRIPTION #####

The scope of the Rehabilitation of Lift Stations No. 3 and No. 39 (City Project 212.22.002) consists of various civil, mechanical, structural and electrical improvements to rehabilitate the City's existing Lift Station 3 and Lift Station 39. The original value of the work of the contract is \$638,400.00

##### EXPLANATION AND JUSTIFICATION #####

The purpose of this change order is to align the contract time from projected to actual contract time.

##### COST #####

The total cost of all items affected by this change order results in no change to the cost of the project.

##### SPECIFICATIONS #####

There are no changes to the specifications for the project under this change order.

##### TIME #####

The contract notice to proceed was issued on April 29, 2024 and the final pump station was started up and in use on November 5, 2024, for a duration of 190 calendar days. Ten days calendar days have been added to the contract duration. This additional time consists of time allowed to the Contractor due to effects of Hurricane Debby (3 calendar days) and Hurricane Francine (7 calendar days). The request for additional time has been reviewed and has been determined to be accurate by the Engineer.

##### BUDGET #####

This project is funded with city funding.

##### ITEM SPECIFIC EXPLANATIONS AND JUSTIFICATION #####

Not Applicable.

**Change Order-**  
**Golden Glen Water System**



December 4, 2024

Attention: Mr. Keith LaGrange  
Dept. of Public Works  
1100 Mandeville High Blvd.  
Mandeville, LA 70448

*via: email (klagrange@cityofmandeville.com)*

Re: City of Mandeville  
Project # 211.21.008 – Golden Glen Water System Replacement  
Change Order No. 001

Please find enclosed Change Order No. 001 from the Contractor, Subterranean Construction LLC., for the above referenced project. This change order is to capture additional work required. Fairway has reviewed the change order and recommends acceptance and execution.

Should you have any questions, comments, or concerns regarding this invoice or the project in general, please do not hesitate to contact me.

Sincerely,

Matthew Loker  
Project Manager

CC: B. Lyons (DEII); J. Ritchie (DEII); T. Singleton (DEII) ; D. Lebreton (DEII)

John Catalanotto(Fairway); Dave Martin (Fairway);

Evan Conravey (Subterranean); Janine Dupuy (Subterranean)

**SECTION 00650  
CHANGE ORDER**

**No. 001**

Date of Issuance: 12/4/2024 Effective Date: \_\_\_\_\_

Owner: City of Mandeville	Owner's Contract No.: 211.21.08
Contract: Golden Glen Water System Replacement	Date of Contract: 6/21/2024
Contractor: Subterranean Construction, LLC	Engineer's Project No.: 21-0017A

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


**Description:**

This change order is to add the pay items listed on the attached "Summary of Pay Items" sheet listed under "Change Order #001." The new pay items added are for the contractor to complete the project based on work encountered during construction. There will be no change in limit or time.

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

Transmittal approval letter, Item sheet costs detail for each additional pay item, Summary of Pay Items

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price:  <b>\$3,208,962.00</b>	Original Contract Times: Working days <input type="checkbox"/> : Calendar days <input checked="" type="checkbox"/> Substantial completion (days or date): <b>180 days</b> Ready for final payment (days or date): <b>210 days</b>
Increase from previously approved Change Orders:  <b>N/A</b>	Increase from previously approved Change Orders:  Substantial completion (days): <b>N/A</b> Ready for final payment (days): <b>N/A</b>
Contract Price prior to this Change Order:  <b>\$3,208,962.00</b>	Contract Times prior to this Change Order: Substantial completion (days or date): <b>1/31/2024</b> Ready for final payment (days or date): <b>3/1/2024</b>
<u>Increase of this Change Order:</u>  <b>\$79,225.62</b>	<u>Increase of this Change Order:</u> Substantial completion (days or date): <b>N/A</b> Ready for final payment (days or date): <b>N/A</b>
Contract Price incorporating this Change Order:  <b>\$3,288,187.62</b>	Contract Times with all approved Change Orders: Substantial completion (days or date): <b>1/31/2024</b> Ready for final payment (days or date): <b>3/1/2024</b>

<b>RECOMMENDED:</b> By: Fairway C+E  Engineer (Authorized Signature) <span style="color: blue; font-size: small;">12/05/2024</span> Date: <u>12/4/2024</u>	<b>ACCEPTED:</b> By: _____ Owner (Authorized Signature) Date: _____	<b>ACCEPTED:</b> By: _____ Contractor (Authorized Signature) Date: _____
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Approved by Funding Agency (if applicable):

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

## **Change Order Instructions**

### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

# ITEM SHEET COSTS DETAIL

PROJECT: 4235 - GOLDEN GLEN WATER SYSTEM REPLACEMENT

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
20 5" Asphalt Overlay on top of 10" 3000 PSI C sy	275.000	275.000	70.00	3.929	8.00	204.286	0.743	111.579	30,684.341

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001	Foreman	1,626.74				
LAB002	Pipe Layer	901.06				
LAB003	Skilled Laborer	781.31				
LAB004	General Laborer	685.77				
OPR001	Class A Operator	1,171.97				
OPR002	Class B Operator	1,036.51				
SUP001	Superintendent	945.21				
EQUIP003	Small Bakhoe	997.86				
EQUIP005	Puddle Jumper	777.86				
EQUIP008	Pick Up Truck	392.86				
EQUIP009	Small Tools	377.14				
MEDROLLER	Medium Size Asphalt Roller	1,152.05				
ASPHALT	Hot mix Binder Course Asphalt		7,857.19			
CONCRETE	Ready Mix Concrete		9,940.80			
TRIAXLHR	Tri Axle By the Hour					2,040.00
<b>Total Costs in Item: 20</b>	<b>3,697.77</b>	<b>7,148.59</b>	<b>17,797.99</b>	<b>0.00</b>	<b>0.00</b>	<b>2,040.00</b>

<b>Totals for Primary Item: 20</b>	<b>3,697.77</b>	<b>7,148.59</b>	<b>17,797.99</b>	<b>0.00</b>	<b>0.00</b>	<b>2,040.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item 20</b>	<b>3.929</b>	<b>204.286</b>	<b>30,684.341</b>

**Bid Data for Item: 20**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	275.00	148.00	40,700.00	30,684.34	10,015.66	
Take-off Qty:	275.00	147.29	40,700.00	30,684.34	10,015.66	0.00

# ITEM SHEET COSTS DETAIL

PROJECT: 4235 - GOLDEN GLEN WATER SYSTEM REPLACEMENT

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
21E Install Water Valve Manhole Casting on Wa ea	15.000	15.000	6.00	2.500	8.00	40.000	2.667	719.244	10,788.660

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB003 Skilled Laborer		497.20				
LAB004 General Laborer		436.40				
EQUIP009 Small Tools		240.00				
CASTWATMH Manhole Casting with Water Lid			9,615.06			
<b>Total Costs in Item: 21E</b>		<b>240.00</b>	<b>933.60</b>	<b>9,615.06</b>	<b>0.00</b>	<b>0.00</b>

<b>Totals for Primary Item: 21E</b>		<b>240.00</b>	<b>933.60</b>	<b>9,615.06</b>	<b>0.00</b>	<b>0.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item 21E</b>	<b>2.500</b>	<b>40.000</b>	<b>10,788.660</b>

**Bid Data for Item: 21E**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	15.00	960.00	14,400.00	10,788.66	3,611.34	
Take-off Qty:	15.00	951.38	14,400.00	10,788.66	3,611.34	0.00



# ITEM SHEET COSTS DETAIL

PROJECT: 4235 - GOLDEN GLEN WATER SYSTEM REPLACEMENT

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
22E 14" x 10" Tapping Sleeve and Valve	1.000	1.000	2.00	0.500	8.00	20.000	20.000	8,583.385	8,583.385

Item	Equipment	Labor	Material	Other	Rental	Subcontract
LAB001 Foreman		207.04				
LAB002 Pipe Layer		114.68				
LAB003 Skilled Laborer		99.44				
LAB004 General Laborer		87.28				
OPR001 Class A Operator		149.16				
EQUIP003 Small Bakhoe	127.00					
EQUIP008 Pick Up Truck	50.00					
EQUIP009 Small Tools	48.00					
CAST02 Cast Iron Valve Box			120.12			
FITT14X10 14" x 10" Tapping Sleeve			3,517.61			
FITT10GV 10" Gate Calve FL x MJ			2,966.96			
FITT10FLP 10" Flange Pack			96.10			
HOTTAP Rigidell to Install 10" Hot Tap						1,000.00
<b>Total Costs in Item: 22E</b>	<b>225.00</b>	<b>657.60</b>	<b>6,700.79</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>

<b>Totals for Primary Item: 22E</b>	<b>225.00</b>	<b>657.60</b>	<b>6,700.79</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item 22E</b>	<b>0.500</b>	<b>20.000</b>	<b>8,583.385</b>

**Bid Data for Item: 22E**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	11,300.00	11,300.00	8,583.39	2,716.62	
Take-off Qty:	1.00	11,296.61	11,300.00	8,583.39	2,716.62	0.00



# ITEM SHEET COSTS DETAIL

PROJECT: 4235 - GOLDEN GLEN WATER SYSTEM REPLACEMENT

All Units Are Based On Takeoff Quantity

**Primary Item:**

Item No. / Description	Bid Qty	Quantity U/M	Units/Day	Days Rq.	Hrs/Day	Man Hrs	MH/Unit	Unit Cost	Total Cost
24E Tie In to Existing 14" Trunk Line	1.000	1.000	1.00	1.000	8.00	60.000	60.000	8,163.430	8,163.430

Item	Equipment	Labor	Material	Other	Rental	Subcontract	
LAB001	Foreman	414.08					
LAB002	Pipe Layer	229.36					
LAB003	Skilled Laborer	198.88					
LAB004	General Laborer	349.12					
OPR001	Class A Operator	298.32					
OPR002	Class B Operator	263.84					
SUP001	Superintendent	240.60					
EQUIP003	Small Bakhoe	254.00					
EQUIP005	Puddle Jumper	198.00					
EQUIP008	Pick Up Truck	100.00					
EQUIP009	Small Tools	96.00					
AGG00013	Sand		336.00				
C90010IN	10" C 900 pressure pipe		862.68				
DUCTILE10	10 inch Ductile Iron Water Pipe		1,289.15				
FITMJ1045	10 in MJ 45 Bends		2,358.72				
FITMJ10SL	10 in MJ Sleeve		589.68				
TRIAXLEHR	Tri Axle By the Hour					85.00	
<b>Total Costs in Item: 24E</b>		<b>648.00</b>	<b>1,994.20</b>	<b>5,436.23</b>	<b>0.00</b>	<b>0.00</b>	<b>85.00</b>

<b>Totals for Primary Item: 24E</b>	<b>648.00</b>	<b>1,994.20</b>	<b>5,436.23</b>	<b>0.00</b>	<b>0.00</b>	<b>85.00</b>
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	Days Rq.	Man Hrs	Total Cost
<b>Total for Primary Item 24E</b>	<b>1.000</b>	<b>60.000</b>	<b>8,163.430</b>

**Bid Data for Item: 24E**

	Quantity	Bid Unit	Bid Amount	Total Cost	Prof & Ovhd	Windfall
Bid Qty:	1.00	10,800.00	10,800.00	8,163.43	2,636.57	
Take-off Qty:	1.00	10,798.70	10,800.00	8,163.43	2,636.57	0.00

City of Mandeville  
Golden Glen Water System Replacement  
Summary of Pay Items - Change Order #001 (12/4/2024)



Ref. No.	Description	Unit	Original Quantities	Unit Cost	Total Cost
1	MOBILIZATION	Lump	1	\$ 84,000.00	\$ 84,000.00
2A	PIPE B CONNECTION TO EXISTING 8" WATER MAIN AT DEVON DR. AND W. FLORIDA ST.	Lump	1	\$ 14,000.00	\$ 14,000.00
2B	PIPE B CONNECTION TO EXISTING 8" WATER MAIN TO LAKEWOOD HEIGHTS ON DEVON DR. NEAR LOT 31/32	Lump	1	\$ 14,000.00	\$ 14,000.00
2C	PIPE B CONNECTION TO EXISTING 8" WATER MAIN ACROSS W. FLORIDA NEAR DEVON DR. LIFT STATION	Lump	1	\$ 14,000.00	\$ 14,000.00
2D	PIPE B CONNECTION TO EXISTING 8" WATER MAIN AT DEVON DR. AND CITY PARK LANE	Lump	1	\$ 14,000.00	\$ 14,000.00
2E	PIPE B CONNECTION TO EXISTING 8" WATER MAIN AT LISA LANE AND E. CAUSEWAY APPROACH	Lump	1	\$ 14,000.00	\$ 14,000.00
2F	PIPE A CONNECTION TO EXISTING 8" WATER MAIN AT ANNE DR. AND W. FLORIDA ST.	Lump	1	\$ 14,000.00	\$ 14,000.00
2G	PIPE H CONNECTION TO EXISTING 6" WATER MAIN AT CORIN PARKWAY	Lump	1	\$ 14,000.00	\$ 14,000.00
2H	PIPE I CONNECTION TO EXISTING 8" WATER MAIN AT VINCENT LIBERTO DR. AND E. CAUSEWAY APPROACH	Lump	1	\$ 14,000.00	\$ 14,000.00
3A	8" DIAMETER UNRESTRAINED AWWA C900 WATER MAIN	LF	2,100	\$ 99.00	\$ 207,900.00
3B	8" DIAMETER RESTRAINED AWWA C900 WATER MAIN	LF	2,100	\$ 110.00	\$ 231,000.00
3C	8" DIAMETER MECHANICAL JOINT HORIZONTAL AND VERTICAL AWWA C110 FITTINGS (ALL ANGLES)	EA	115	\$ 630.00	\$ 72,450.00
3D	HDD PVC PIPE	LF	6,400	\$ 115.00	\$ 736,000.00
3E	6" DIAMETER RESTRAINED AWWA C900 WATER MAIN	LF	500	\$ 99.00	\$ 49,500.00
3F	8" DIAMETER RESTRAINED AWWA C900 WATER MAIN OFFSET	EA	10	\$ 4,400.00	\$ 44,000.00
4A	HORIZONTAL DIRECTIONAL DRILLING LAUNCH/RECEIVING PITS	EA	25	\$ 600.00	\$ 15,000.00
4B	10" DIAMETER RESTRAINED AWWA C900 WATER MAIN	LF	50	\$ 220.00	\$ 11,000.00
4C	10" DIAMETER MECHANICAL JOINT HORIZONTAL AND VERTICAL AWWA C110 FITTINGS (ALL ANGLES)	EA	11	\$ 990.00	\$ 10,890.00
4D	10" HDD C-906 HDPE PIPE	LF	1,500	\$ 115.00	\$ 172,500.00
5A	1" DIAMETER AWWA C-901 WATER SERVICE CONNECTIONS SHORT SIDE	EA	35	\$ 880.00	\$ 30,800.00
5B	1" DIAMETER AWWA C-901 WATER SERVICE CONNECTIONS LONG SIDE	EA	85	\$ 1,400.00	\$ 119,000.00
5C	2" DIAMETER AWWA C-901 WATER SERVICE CONNECTION LONG SIDE	EA	10	\$ 2,480.00	\$ 24,800.00
6A	HYDRANT	EA	30	\$ 6,800.00	\$ 204,000.00
7A	8" AWWA C500 GATE VALVE	EA	30	\$ 3,800.00	\$ 114,000.00
7B	6" AWWA C500 GATE VALVE	EA	35	\$ 2,900.00	\$ 101,500.00
8	AIR RELEASE VALVE	EA	10	\$ 1,600.00	\$ 16,000.00
9A	FULL DEPTH ASPHALT PATCH (6")	SY	2,900	\$ 140.00	\$ 406,000.00
9B	MILLING ASPHALT PAVEMENT	SY	5,600	\$ 12.00	\$ 67,200.00
9C	CONTRACTOR RECLAIMED ASPHALT	TON	-333.5	\$ 8.00	\$ (2,668.00)
9D	SUPERPAVE ASPHALT CONCRETE OVERLAY (2" AVERAGE THICKNESS)	TON	650	\$ 230.00	\$ 149,500.00
9E	REMOVAL AND DISPOSAL OF CONCRETE WALKS AND DRIVES	SY	250	\$ 15.00	\$ 3,750.00
9F	PORTLAND CEMENT CONCRETE WALKS, DRIVES, AND INCIDENTAL PAVING	SY	250	\$ 125.00	\$ 31,250.00
10	POTHoles	EA	100	\$ 350.00	\$ 35,000.00
11	PRECONSTRUCTION SURFACE VIDEOS	Lump	1	\$ 18,000.00	\$ 18,000.00
12	TEMPORARY TRAFFIC CONTROL	Lump	1	\$ 20,000.00	\$ 20,000.00
13	TEMPORARY ENVIRONMENTAL CONTROLS	Lump	1	\$ 10,000.00	\$ 10,000.00
14A	4" THERMOPLASTIC PAVEMENT STRIPING - WHITE	LF	75	\$ 40.00	\$ 3,000.00
14B	4" THERMOPLASTIC PAVEMENT STRIPING - YELLOW	LF	75	\$ 40.00	\$ 3,000.00
14C	8" THERMOPLASTIC PAVEMENT STRIPING - TYPE A DOTTED WHITE	LF	75	\$ 40.00	\$ 3,000.00
15	REFLECTORIZED RAISED PAVEMENT MARKERS	EA	40	\$ 42.00	\$ 1,680.00
16	CONSTRUCTION LAYOUT	EA	1	\$ 12,000.00	\$ 12,000.00
17	10" AWWA C500 GATE VALVE FOR WATER MAIN	Lump	3	\$ 5,200.00	\$ 15,600.00
18	SODDING	SY	3500	\$ 8.50	\$ 29,750.00
19	FULL DEPTH SAW CUTTING	In-LF	29100	\$ 1.60	\$ 46,560.00
Subtotal:					\$ 3,208,962.00
Change Order #001					
Ref. No.	Description	Unit	Quantities	Unit Cost	Total Cost
20	5" ASPHALT OVERLAY ON TOP OF 10" 3000 PSI CONCRETE	SY	275	\$ 111.58	\$ 30,684.34
21	INSTALL WATER VALVE MANHOLE CASTING ON WATER VALVE	EA	15	\$ 719.24	\$ 10,788.66
22	14" TAPPING SLEEVE AND VALVE	EA	1	\$ 8,583.39	\$ 8,583.39
23	8" INSERTA VALVE	EA	2	\$ 10,502.90	\$ 21,005.80
24	TIE-INTO EXISTING 14" TRUNK LINE	EA	1	\$ 8,163.43	\$ 8,163.43
Subtotal:					\$ 79,225.62

**New Contract Amout \$ 3,288,187.62**

# **Sub Completion-**

## **LS 3&39**





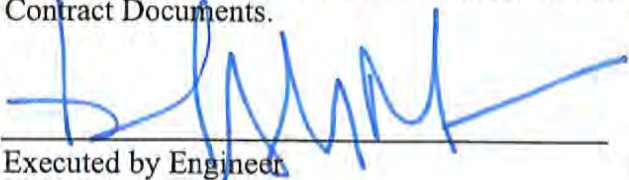
The following documents are attached to and made part of this Certificate:

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



Executed by Engineer

Date

11-19-2024

Accepted by Contractor

Date

Accepted by Owner

Date





# Project Punch List

Rehabilitation of Lift Stations No. 3 and No. 39

List No. 001

Project \_\_\_\_\_ Sheet 1 of 1 Sheets

Location Lift Station 3 and 39 Date November 19, 2024

Inspection was conducted at above project by DAM, EC, CS, DK, SB at 11:00AM o'clock this date 11/19/2024

Contractor: Subterranean Construction

Project Mgr./Engr.: David A Martin, P.E.

Owner: City of Mandeville, LA

Resident Project Rep: David Wilson, Darrel Kempf

The following items are to be corrected or completed to comply with the contract documents:

No.	Item	Value	Spec. Section	Sheet No.	Date Complete	Engr. Sign off
1	Provide As-Builts showing actual constructed conditions for each lift station.	\$3,000.00	01 77 00	N/A		
2	Provide Operations and Maintenance Manuals for each lift station.	\$500.00	26 00 00 01 77 00	N/A		

**Res 24-69**

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

**RESOLUTION NO. 24-69**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND GREENLEAF ARCHITECTS, APAC, FOR THE CITY OF MANDEVILLE, MANDEVILLE CITY HALL RENOVATIONS PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, on December 05, 2024, the City of Mandeville and Greenleaf Architects, APAC, entered into a professional services agreement for architectural design work for the construction of a New Council Chambers and other interior/ exterior renovations of the existing City Hall Building and site; and

**WHEREAS**, the contract is attached and made a part of this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute the professional services agreement with Greenleaf Architects, APAC, for City Hall renovations 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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



# AIA® Document G802® – 2017

## Amendment to the Professional Services Agreement

PROJECT: *(name and address)*  
City of Mandeville, Mandeville City  
Hall Renovations

AGREEMENT INFORMATION:  
Date: 12/10/2021

AMENDMENT INFORMATION:  
Amendment Number: 001

Date: 11/19/2024

OWNER: *(name and address)*  
City of Mandeville, Mandeville City  
Hall Renovations

ARCHITECT: *(name and address)*  
Greenleaf Architects, APAC

404 E. Gibson Street, Suite 1,  
Covington, LA 70433

The Owner and Architect amend the Agreement as follows:

**The Architect (Name, Legal Status, Address, and other information) shall be updated from:**

Greenleaf Lawson Architects, APAC  
404 E Gibson Street, Suite 1  
Covington, LA 70433  
Telephone Number: 985.778.2080

**The Architect (Name, Legal Status, Address, and other information) shall be updated to:**

Greenleaf Architects, APAC  
404 E Gibson Street, Suite 1  
Covington, LA 70433  
Telephone Number: 985.778.2080

### SECTION § 2.5.9

**Original Section § 2.5.9 as follows:**

§ 2.5.9 To the fullest extent permitted by law, the Architect shall indemnify and hold the Owner, the Owner’s officials, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend.

**Replace Section § 2.5.9 as follows:**

§ 2.5.9 To the fullest extent permitted by law, the Architect shall indemnify and hold the Owner, the Owner’s officials, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. **To the extent of proper payment from Owner, this indemnification shall extend to any and all claims and/or liens for labor, services, or materials furnished to Architect in connection with the performance of its obligations under this Agreement.**

### SECTION § 5.5

**Original Section § 5.5 as follows:**

§ 5.5 The Architect shall conduct a reasonable investigation of existing conditions, including the use of testing and surveying the Owner and Architect deem appropriate by inclusion as “Other Supplemental Services” in Section 1.1.12, and shall provide the results of that investigation to the Owner. However, the Architect cannot warrant or guarantee that the Architect’s investigation will disclose all concealed or existing conditions that may exist. The Architect shall not be liable to the Owner in the event the Architect’s reasonable investigation fails to reveal existing conditions that later result in a change in the Work or other costs to the Owner.

The Owner shall indemnify and hold harmless the Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, which arise as a result of inaccurate or incomplete documentation or information furnished by those providing the “Other Supplemental Services” noted in Section 1.1.12, but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

**Replace Section § 5.5 as follows:**

§ 5.5 The Architect shall conduct a reasonable investigation of existing conditions, including the use of testing and surveying the Owner and Architect deem appropriate by inclusion as “Other Supplemental Services” in Section 1.1.12, and shall provide the results of that investigation to the Owner. However, the Architect cannot warrant or guarantee that the Architect’s investigation will disclose all concealed or existing conditions that may exist. The Architect shall not be liable to the Owner in the event the Architect’s reasonable investigation fails to reveal existing conditions that later result in a change in the Work or other costs to the Owner.

The Owner shall indemnify and hold harmless the Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, which arise as a result of inaccurate or incomplete documentation or information furnished by those providing the “Other Supplemental Services” noted in Section 1.1.12 **to the extent retained by Owner**, but only to the extent the claims, damages, losses, and expenses are not caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

## SECTION § 8.2.4

**Original Section § 8.2.4 as follows:**

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

**Replace Section § 8.2.4 as follows:**

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction**
- Other: (Specify)

The Architect’s compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

## SECTION § 1.1.3

**Original Section §1.1.3 as follows:**

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total and, if known, a line item breakdown.)

A budget will be established after the program and initial designs have been completed. To establish a budget for billing purposes prior to the establishment of an accurate Scope of Work, The architect shall bill on an initial budget of \$4,000,000 for the renovations and additions to City Hall.

A revised (or new) budget and timeline shall be established for any additional work outside of the City Hall/ Council Chambers project.

**Replace Section §1.1.3 as follows:**

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:(Provide total and, if known, a line item breakdown.) The budget is based on phasing and scope of work agreed upon at the end of Schematic Design. This initial budget is +/- \$7,600,000.00 for the renovations and additions to City Hall.

The base bid includes but not limited to the following:

Phase 1 to be the Council Chambers Expansion. We have valued this at +/- \$4,100,000. This includes the following.

- ▶ New Council Chambers to seat 112+ people.
- ▶ New Council Office Suite area with Conference Room, Council Clerk office, Restrooms and Storage.
- ▶ New Lobby and secure entrances to the Chambers and the existing City Hall.
- ▶ Expanded Parking and Sitework.
- ▶ General sitework.
- ▶ Stormwater management.

Phase 2 to be the full renovation to the existing building which includes the Asbestos Remediation. We have valued this at +/- \$3,500,000. This includes the following.

- ▶ Complete removal of all Asbestos Containing Materials.
- ▶ Removal of all non-structural walls and building elements.
- ▶ Complete and Custom Renovation to the existing floorplate with offices, conference rooms secure reception desks, and a more efficient layout to allow for growth of the city staff.
- ▶ All new Building HVAC with up-to-date control systems.

A revised (or new) budget and timeline shall be established for any additional work outside of the City Hall/ Council Chambers project

## **SECTION § 11.1.2**

**Original Section§11.1.2 as follows:**

Percentage Basis  
(Insert percentage value)

Nine and five thousand six hundred ninety-three ten-thousandths» (9.5693) % of the Owner’s budget for the Cost of the Work, equaling three hundred eighty-two thousand seven hundred seventy-four dollars (382,774.00) as calculated in accordance with Section 11.6.

**Replace Section §11.1.2 as follows:**

Percentage Basis  
(Insert percentage value)

Nine and nine thousand one hundred fifty-three ten-thousandths» (9.9153) % of the Owner’s budget for the Cost of the Work, equaling seven hundred, fifty-three thousand, five hundred and sixty-one dollars (\$753,561.00) as calculated in accordance with Section 11.6. Refer to Exhibit D - Fee Curve.

## SECTION § 11.5

### Original Section §11.5 as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Twenty»	percent ( «20» %)
Design Development Phase	«Twenty»	percent ( «10» %)
Construction Documents Phase	«Thirty»	percent ( «30» %)
Procurement Phase	«Five»	percent ( «5» %)
Construction Phase	«Thirty»	percent ( «30» %)
Construction Close Out Phase	«Five»	percent ( «5» %)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent ( 100 %)</b>

### Replace Section §11.5 as follows due to typo:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Twenty»	percent ( «20» %)
Design Development Phase	«Twenty»	percent ( « <b>20</b> » %)
Construction Documents Phase	«Thirty»	percent ( «30» %)
Procurement Phase	«Five»	percent ( «5» %)
Construction Phase	« <b>Twenty</b> »	percent ( « <b>20</b> » %)
Construction Close Out Phase	«Five»	percent ( «5» %)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent ( 100 %)</b>

Schedule Adjustment:

## SECTION § 1.1.4.1

### Original Section § 1.1.4.1 as follows:

Design Phase milestone dates, if any:

A Design schedule will be established at the completion of Schematic Design. This Exhibit (Exhibit F) will be added to the contract once it is completed, subject to the findings of the Supplemental Services listed in Section 1.1.11.2.

### Replace Section § 1.1.4.1 as follows:

Design Phase milestone dates, if any:

The Design schedule will be updated following the Owner's approval of intermediate project phases, which will account for facility operations, staff placement, and administrative constraints.

SIGNATURES:

Greenleaf Architects

ARCHITECT (*Firm name*)

City of Mandeville, Mandeville City

Hall Renovations

OWNER (*Firm name*)



\_\_\_\_\_  
SIGNATURE  
Justin Greenleaf, President,  
Owner  
\_\_\_\_\_  
PRINTED NAME AND TITLE  
11/19/2024  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE  
Clay Madden, Mayor  
\_\_\_\_\_  
PRINTED NAME AND TITLE  
\_\_\_\_\_  
DATE



**Exhibit D - State Fee Curve  
(For Reference)**

Date: 11/13/2024

**DESIGNER'S FEE COMPUTATION**

PROJECT No.: 21-34A PART:  

PROJECT NAME: City of Mandeville, Mandeville City Hall Renovations

FUNDS AVAILABLE FOR CONSTRUCTION (AFC) = \$7,600,000.00

FEE COMPUTATION:

FEE % for calculation =  $\frac{46.10}{\text{Log}(\text{AFC}(1975 \text{ BCI}/\text{Current BCI}))}$  = 7.5511%

BASE FEE = FEE % (AFC(1975 BCI/Current BCI)(Current CPI/1975 CPI) = \$ 523,306.00

BASE FEE as a percentage of AFC 6.8856%

ADJUSTED FEE as a percentage of AFC **9.9153%**

RENOVATION FACTOR (RF) *range (1.0 - 1.25)* = 1.200

MODIFICATION FACTOR (MF) *range (1.0 - 1.25)* = 1.200

**DESIGNER'S FEE:** (not including reimbursibles) \$753,561.00

<u>INDICES:</u>		BCI	CPI
1975	1306	53.8	
Current	2021	7792	# 292.7

Professional Liability Insurance Coverage shall be in the amount required by the following schedule unless otherwise indicated. No deductible shall be in excess of 5% of the amount of the policy. The prime Designer shall be fully responsible to the Owner for his associates and his professional consultant's work. Professional liability coverage for the total project design (including all professional consultants) rests solely with the prime Designer.

**SCHEDULE  
LIMITS OF PROFESSIONAL LIABILITY**

<u>Construction Cost</u>	<u>Limit of Liability</u>
0 to \$1,000,000	\$500,000
\$1,000,000 to \$10,000,000	\$1,000,000
\$10,000,000 to 20,000,000	\$1,500,000
\$20,000,000 to \$50,000,000	\$3,000,000
Over \$50,000,000	To be determined by Owner

**Res 24-74**

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

***RESOLUTION NO. 24-74***

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ADOPTING THE LOUISIANA COMPLIANCE QUESTIONNAIRE***

**WHEREAS**, the questionnaire is a required part of the financial and compliance audit of Louisiana governmental units; and

**WHEREAS**, the legal matters contained in the questionnaire parallel those matters contained in the Laws Affecting Louisiana Government; and

**WHEREAS**, upon completion, the questionnaire must be presented and adopted by the governing body.

**WHEREAS**, the completed questionnaire and copy of the adoption instrument must be given to the auditor at the beginning of the audit.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Louisiana Compliance Questionnaire, that is attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Clerk of the City Council, Alicia Watts, is authorized and directed to execute the Louisiana Compliance Questionnaire attached hereto.

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

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

\_\_\_\_\_  
Alicia Watts,  
Clerk of Council

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

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government and quasi-public agencies. Upon completion, the questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed questionnaire and a copy of the adoption instrument, if appropriate, must be given to the auditor at the beginning of the audit. The auditor will, during the course of his regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to my office.

Certain portions of the questionnaire may not be applicable to your organization, especially those related to federal financial assistance. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his examination. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Daryl G. Purpera, CPA, CFE  
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE**  
**(For Audit Engagements of Government Agencies)**

\_\_\_\_\_ (Date Transmitted)

EisnerAmper Gulf Coast LLC

1 Galleria Blvd, Suite 2100

Metairie, LA 70001

\_\_\_\_\_  
(Auditors)

In connection with your audit of our financial statements as of August 31, 2024  
and for September 1, 2023 through August 31, 2024 \_\_\_\_\_ (period of  
audit) for the purpose of expressing an opinion as to the fair presentation of our financial statements in  
accordance with accounting principles generally accepted in the United States of America, to assess our  
system of internal control as a part of your audit, and to review our compliance with applicable laws and  
regulations, we confirm, to the best of our knowledge and belief, the following representations. These  
representations are based on the information available to us as of  
December 03, 2024 \_\_\_\_\_ (date completed/date of the representations).

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448

2. List the population of the municipality or parish based upon the last official United States Census or  
most recent official census (municipalities and police juries only). Include the source of the information.

13,192  
U.S Census Bureau, 2020

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members  
of the governing board, chief executive and fiscal officer, and legal counsel.

See Attachment A

4. Period of time covered by this questionnaire.

09/01/2023 - 08/31/2024

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s)  
(R.S.) and, if applicable, local resolutions/ordinances.

Act 74 of 1840

6. Briefly describe the public services provided.  
 Provide police, public roads and bridges, drainage, planning, utilities and other miscellaneous services for the City's residents
7. Expiration date of current elected/appointed officials' terms.  
 June 30, 2028

### LEGAL COMPLIANCE

#### **PART II. PUBLIC BID LAW**

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
- A) All public works purchases exceeding \$150,000 have been publicly bid.
- B) All material and supply purchases exceeding \$30,000 have been publicly bid.
- Yes  No [  ]

#### **PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES**

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.
- Yes  No [  ]
10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.
- Yes  No [  ]

#### **PART IV. LAWS AFFECTING BUDGETING**

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

##### A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).
2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
7. After adoption, a certified copy of the budget has been retained by the chief executive officer or



equivalent officer (R.S. 39:1309).

8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes  No

#### B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes  No  N/A

#### C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes  No  N/A

### **PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS**

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes  No

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes  No

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes  No

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes  No

16. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes  No

**PART VI. MEETINGS**

17. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes  No [ ] **PART**

**VII. ASSET MANAGEMENT LAWS**

18. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes  No [ ]

**PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

19. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes  No [ ]

**PART IX. DEBT RESTRICTION LAWS**

20. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes  No [ ]

21. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes  No [ ]

22. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes  No [ ]

**PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

23. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes  No [ ]

24. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes  No [ ]

25. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes  No [ ]

**PART XI. ISSUERS OF MUNICIPAL SECURITIES**

26. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes  No [ ]

**PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

Parish Governments

27. We have adopted a system of road administration that provides as follows:

- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
- B. Development of a capital improvement program on a selective basis, R.S. 48:755.
- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes [ ] No [ ] **N/A**



School Boards

28. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-401.

Yes [ ] No [ ] N/A

29. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes [ ] No [ ] N/A

30. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Education Levels of Public School Staff
- Schedule 3, Number and Type of Public Schools
- Schedule 4, Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Schedule 5, Public School Staff Data: Average Salaries
- Schedule 6, Class Size Characteristics
- Schedule 7, Louisiana Educational Assessment Program (LEAP)
- Schedule 8, Graduation Exit Examination (GEE) (Note: this schedule is no longer applicable.)
- Schedule 9, iLEAP Tests

Yes [ ] No [ ] N/A

Tax Collectors

31. We have complied with the general statutory requirements of R.S. 47.

Yes [ ] No [ ] N/A

Sheriffs

32. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes [ ] No [ ] N/A

33. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes [ ] No [ ] N/A

District Attorneys

34. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes [ ] No [ ] N/A

Assessors

35. We have complied with the regulatory requirements found in R.S. Title 47.

Yes [ ] No [ ] N/A

36. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes [ ] No [ ] N/A

Clerks of Court

37. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes [ ] No [ ] N/A

Libraries

38. We have complied with the regulations of the Louisiana State Library.

Yes [ ] No [ ] N/A

Municipalities

39. Minutes are taken at all meetings of the governing authority (R.S. 42:7.1). Yes  No
40. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528). Yes  No
41. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28). Yes  No

#### Airports

42. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802. Yes  No  N/A
43. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810). Yes  No  N/A
44. All project funds have been expended on the project and for no other purpose (R.S. 2:810). Yes  No  N/A
45. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811). Yes  No  N/A

#### Ports

46. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452. Yes  No  N/A
47. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460). Yes  No  N/A
48. All project funds have been expended on the project and for no other purpose (R.S. 34:3460). Yes  No  N/A
49. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460). Yes  No  N/A
50. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461). Yes  No  N/A

#### Sewerage Districts

51. We have complied with the statutory requirements of R.S. 33:3881-4159.10. Yes  No  N/A

#### Waterworks Districts

52. We have complied with the statutory requirements of R.S. 33:3811-3837. Yes  No  N/A

#### Utility Districts

53. We have complied with the statutory requirements of R.S. 33:4161-4546.21. Yes  No  N/A

#### Drainage and Irrigation Districts

54. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or

R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [ ] No [ ] **N/A**

Fire Protection Districts

55. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [ ] No [ ] **N/A**

Other Special Districts

56. We have complied with those specific statutory requirements of state law applicable to our district.

Yes [ ] No [ ] **N/A**

The previous responses have been made to the best of our belief and knowledge.

<u>Alicia Watts</u>	Council Clerk	<u>12/3/2024</u>	Date
<u>Anna Z</u>	Finance Director	<u>12/03/2024</u>	Date
<u>C. Cymaugh</u>	Mayor	<u>12/3/2024</u>	Date



**Attachment A - Compliance Questionnaire**

Name	Position	Term(s)	Address	Phone
Scott Discon	Council At-Large (2024-2028) Council Chair (2024 - 2028)	July 1, 2024 - June 30, 2028	142 Carroll St Mandeville, LA 70448	985-951-9941
Jason Zuckerman	Council At-Large (2020-2028) Council Chair (2020 - 2024)	July 1, 2024 - June 30, 2028 July 1, 2020 - June 30, 2024	1354 Villere Street Mandeville, LA 70448	504-881-6920
Cynthia Strong-Thompson	Council, District 1 (2024-2028)	July 1, 2024 - June 30, 2028	17 Heron Lane Mandeville, LA 70471	985-205-8039
Kevin Vogeltanz	Council, District 2 (2024-2028)	July 1, 2024 - June 30, 2028	160 Cindy Lou Place Mandeville, LA 70448	985-353-2975
Jill McGuire	Council, District 3 (2020-2028)	July 1, 2024 - June 30, 2028 July 1, 2020 - June 30, 2024	347 Girod Street Mandeville, LA 70448	985-778-8671
Rick Danielson	Council At-Large (2020-2024)	July 1, 2020 - June 30, 2024	125 Beau Rivage Mandeville, LA 70471	985-264-7285
Rebecca Bush	Council, District 1 (2020-2024)	July 1, 2020 - June 30, 2024	7 Finch Lane Mandeville, LA 70471	504-451-6565
Skelly Kreller	Council, District 2 (2020-2024)	July 1, 2020 - June 30, 2024	280 Dona Drive Mandeville, LA 70448	985-869-0834
Clay Madden	Mayor	July 1, 2024 - June 30, 2028 July 1, 2020 - June 30, 2024	224 Live Oak Mandeville, LA 70448	985-630-8578
Elizabeth Sconzert	City Attorney	N/A	1060 W. Causeway Approach Mandeville, LA 70471	985-626-1001
Kathleen Sides	Finance Director (prior)	August 25, 2020 - July 1, 2024	530 Albert Street Mandeville, LA 70448	985-807-3920
Jessica Farno	Finance Director (current)	July 31, 2024 - Present	70348 Chambly Drive Madisonville, LA 70447	985-624-3173

**Res 24-75**



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

**RESOLUTION NO. 24-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC  
FOR OLD GOLDEN SHORES DRAINAGE IMPROVEMENTS AND PROVIDING FOR  
OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, on December 22, 2022, the City of Mandeville (“City”) and High Tide Consultants, LLC (“Consultant”) entered into a Professional Services Agreement (“Agreement”), for professional engineering services to the City for the Old Golden Shores Drainage Improvements Project; and

**WHEREAS**, the original Agreement, see attached, has a duration of two (2) years from the Effective Date of December 22, 2022 and the current Agreement expiration date is December 22, 2024; and

**WHEREAS**, the City desires to amend the Professional Services Agreement, to add an additional one (1) year to allow time for the Consultant to continue performing the professional services for survey, H&H study, design, permitting, bidding, and construction administration, as set forth in Amendment No. 1, which is attached hereto;

**WHEREAS**, no change in fees or scope to this Agreement is required at this time;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the December 22, 2022 Professional Services Agreement with High Tide Consultants, LLC and execute Amendment No. 1 to extend the Professional Services Agreement for one (1) year.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

---

Alicia Watts  
Clerk of Council

---

Scott Discon  
Council Chairman

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF MANDEVILLE**  
**AND**  
**HIGH TIDE CONSULTANTS, LLC**  
**COM PROJ. NO. 700.23.001**  
**OLD GOLDEN SHORES DRAINAGE IMPROVEMENTS PROJECT**

**THIS FIRST AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and High Tide Consultants, LLC, represented by B. Shane Guin, P.E., Principal, (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and the Consultant are parties to a professional services agreement dated on December 22, 2022 (the “**Agreement**”) to provide professional services for survey, H&H study, design, permitting, bidding, construction administration, and if requested resident inspection for Old Golden Shores Drainage Improvements Project;

**WHEREAS**, the Agreement has a duration of two (2) years from the Effective Date of December 22, 2022; and

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue the services of the Agreement for the Old Golden Shores Drainage Improvements Project (the “**Project**”);

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

A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Old Golden Shores Drainage Improvements Project**:

1. None.

B. **COMPENSATION**:

1. **Fees Added for the Old Golden Shores Drainage Improvements Project.**  
No fees are added to the Consultant’s compensation for the services in the

Agreement.

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$390,057.52**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

**C. CONTRACT TIME AND SCHEDULE:**

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (12/22/2024) to a new date of 12/22/2025.

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

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

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

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

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

**CITY OF MANDEVILLE**

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

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

**HIGH TIDE CONSULTANTS, LLC**

**BY:** \_\_\_\_\_  
**B. SHANE GUIN, P.E., PRINCIPAL**  
**CORPORATE TAX I.D.** \_\_\_\_\_

**Res 24-76**



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

**RESOLUTION NO. 24-76**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
AMENDMENT NO.3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC FOR THE LIFT  
STATION 42 (10<sup>th</sup> ST) AND 43 (BEAU WEST) UPGRADES PROJECT AND PROVIDING  
FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, on December 13, 2021, the City of Mandeville (“City”) and High Tide Consultants, LLC (“Consultant”) entered into a professional services agreement to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for the Lift Station No. 42 and Lift Station No. 43 Upgrades Project in the City of Mandeville (“Agreement”);

**WHEREAS**, the original Agreement, see attached, had a duration of two (2) years from the Effective Date of December 13, 2021. On December 11, 2023, Amendment No. 1 was executed extending the original agreement for one (1) additional year. The current amended Agreement’s expiration date is December 13, 2024;

**WHEREAS**, the City desires to amend the Professional Services Agreement, to add an additional one (1) year (from 12/13/2024 to 12/13/2025) to allow time for the Consultant to continue services under the Agreement for the Lift Stations 42 and 43 upgrades project, as set forth in Amendment No. 3, which is attached hereto;

**WHEREAS**, no change in fees or scope to this Agreement is required at this time;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to execute Amendment No. 3 to the Professional Services Agreement with High Tide Consultants, LLC, extending the agreement for one (1) additional year for the professional engineering needs of the Lift Stations 42 & 43 Upgrades project.

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

AYES:  
NAYS:

ABSTENTIONS:  
ABSENT:

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

---

Alicia Watts  
Clerk of Council

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Scott Discon  
Council Chairman

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MANDEVILLE**

**AND**

**HIGH TIDE CONSULTANTS, LLC**

**COM PROJ. NO. 212.22.001**

**LIFT STATION 42 (10<sup>th</sup> ST) & 43 (BEAU WEST) UPGRADES PROJECT**

**THIS THIRD AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and High Tide Consultants, LLC, represented by B. Shane Guin, P.E., Principal, (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and the Consultant are parties to a professional services agreement dated on December 13, 2021 (the “**Agreement**”) to provide professional services for design, permitting, bidding, construction administration, and resident inspection (if requested by the City) for Lift Station No. 42 (LS No. 42) located on 10<sup>th</sup> St. Lift Station No. 43 (LS No. 43) located on Libby Lane in the City of Mandeville;

**WHEREAS**, the Agreement has a duration of two (2) years from the Effective Date of December 13, 2021; and

**WHEREAS**, Amendment No. 1 with an execution date of December 11, 2023 amended the Consultants original contract expiration date (12/13/2023) one (1) additional year to December 13, 2024.

**WHEREAS**, Amendment No. 2 with an execution date of December 9, 2024 amended the Consultants fee schedule to compensate the Consultant for the additional effort necessary to provide the professional engineering Final Design basic engineering services associated with the electrical service upgrades to Sewer Lift Station No. 43.

**WHEREAS**, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue the services of the Agreement for the Lift Stations 42 & 43 Upgrades Project (the “**Project**”);

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

**A. SERVICES:** The following design services are added to the Consultant Scope of Work for the **Lift Stations 42 & 43 Upgrades Project**:

1. None.

**B. COMPENSATION:**

1. **Fees Added for the Lift Stations 42 & 43 Upgrades Project**. No fees are added to the Consultant's compensation for the services in the Agreement.

2. **Maximum Amount**. The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change for a not to exceed amount of **\$130,390.01**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

**C. CONTRACT TIME AND SCHEDULE:**

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (12/13/2024) to a new date of 12/13/2025.

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

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

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

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

delivered a manually signed copy of this Amendment.

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

**CITY OF MANDEVILLE**

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

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

**HIGH TIDE CONSULTANTS, LLC**

**BY:** \_\_\_\_\_  
**B. SHANE GUIN, P.E., PRINCIPAL**  
**CORPORATE TAX I.D.** \_\_\_\_\_

**Res 24-77**

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

**RESOLUTION NO. 24-77**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PRINCIPAL ENGINEERING INC. TO ALLOW FOR ADDITIONAL COSTS ASSOCIATED WITH THE WASTEWATER TREATMENT PLANT EFFLUENT PIPELINE EXTENSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS** on December 17, 2020, the City of Mandeville and Principal Engineering Inc. entered into a Professional Services Agreement for the Management of a Capital Sewer Project for the City of Mandeville (“Agreement”);

**WHEREAS**, following the permit application submittal to the Louisiana DNR Office of Coastal Management in July of 2022, the reviewing agencies (LDEQ and LDNR) required additional services be performed in order to make a determination on permitting the project; and

**WHEREAS**, these services, an ecological baseline study, topographic/ hydrologic modeling, fee amounts were more than originally budgeted due to inaccessibility to the marsh area and the need for specialized equipment and personnel, and underestimated lab costs;

**WHEREAS**, the City now desires to further amend the Agreement to cover the above described fees, as described in Amendment No. 4, see attached.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mandeville hereby authorizes the mayor to execute Amendment No. 4 to the Professional Services Agreement with Digital Engineering Inc., attached hereto and made a part of this resolution.

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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





DIGITAL ENGINEERING & IMAGING, INC.

December 9, 2024

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

Re: WWTP Effluent Pipeline Extension  
Recommendation of Principal Engineering Task Order No. 1 Amendment No. 4  
City Project No. 212.21.010

Ladies and Gentlemen,

Principal Engineering has requested an amendment to increase their Task Order No. 1 professional services fee for the above referenced project by **\$19,866.00** from **\$249,950.00** to **\$269,816.00** to increase the fees associated with the Topographic Survey and Ecological Baseline Study services. The original Topographical Survey services task fee amount was based on the surveyor's ability to obtain the elevation data needed in the Tchefuncte marsh area utilizing an airboat. During the survey activities, the surveying subconsultant encountered areas unable to be traversed by use of an airboat. The increase in the fee amount accounts for the surveyor's need to also utilize a Marsh Master and personnel on foot to obtain the remaining elevation data. An additional fee increase was also requested for the Ecological Baseline Study services task due to the actual laboratory costs needed for the subconsultant to prepare the EBS report exceeding the previous estimated costs. Digital Engineering has reviewed this request and recommends approval of Amendment No. 4 to Task Order No. 1. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink that reads 'Buster Lyons...'. The signature is written in a cursive style.

Buster Lyons  
Project Manager

Enclosure: Exhibit K – Amendment No. 4 to Task Order No. 1



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

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December 3, 2024

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

SUBJECT:    Engineering Fee Proposal  
              Task Order Agreement for Professional Engineering Services  
              City of Mandeville and Principal Engineering  
              Task Order No. 1 – Amendment No. 4

Greetings,

Enclosed for your review is our proposal to perform engineering services for the permitting requirements on Task 1J – Effluent Pipeline Extension of the Task Order Agreement for Professional Engineering Services between the City of Mandeville and Principal Engineering. This is proposed as Amendment No. 4 to Task Order No. 1 and is detailed in the attached Exhibit K. A summary of the proposed services and fees is listed below.

**Original and Additional Fee Agreement Summary:**

Original Task 1-J: Permitting & Geotech	\$ 80,000.00
Net change by prior Amendments (1-3):	\$169,950.00
Revised Task 1-J Fee (by Amendment No. 3):	\$249,950.00
Service #1 Amendment 4 ADD: Topographic Surveying -	\$ 17,127.00 (NTE)
Service #2 Amendment 4 ADD: Ecological Baseline Study -	\$ 2,739.00 (NTE)
Service #3 Amendment 4 ADD: Hydrologic Modeling -	(no change)
<u>Total Increase/ADD by Amendment No. 4:</u>	<u>\$ 19,866.00</u>
<b>Task 1-J Amended Fee Combined Total:</b>	<b>\$269,816.00</b>

---

**PRINCIPAL Infrastructure®**

Architecture ♦ Engineering ♦ Construction

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www.pi-aec.com ♦ info@pi-aec.com

If you have questions regarding this proposal, please contact me at any time.

Sincerely,



Brien Croff, P.E.  
Project Engineer  
*Principal Engineering, Inc.*  
Brien@pi-aec.com  
440-226-4041

This is **EXHIBIT K**, consisting of 14 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated December 17, 2020.

**Amendment to Task Order No. 1**

**(Amendment No. 4)**

**1. Background Data:**

- a. Effective Date of Task Order: December 17, 2020
- b. Owner: City of Mandeville
- c. Engineer: Principal Engineering, Inc.
- d. Specific Project: Task 1J – Effluent Pipeline Extension

**2. Original Task Order Scope of work:**

The project extends the effluent pipeline from the WWTP further into the marsh, to expand capacity. Design of the pipeline extension is complete. Remaining tasks are to acquire permits from LDEQ, USACE, and LDNR before advertising for bids.

Original Tasks & Fee included Permitting & Geotechnical Engineering for \$80,000.00 NTE.

**3. Description of Amendment:**

Adjustments to fees for Additional Services #1 (Topographic Survey) and #2 (Ecological Baseline Study, which were agreed to in Amendment No. 3 executed on November 29, 2023. Fee adjustments are due to additional resources needed for topographic surveying and resulting laboratory tests actual costs exceeding the previously estimated cost.

**4. Description of Fee Adjustments:**

**Additional Service #1 - Topographic Survey:**

Employ a surveyor licensed in the State of Louisiana for the supplemental service of performing a topographic survey necessary to model the hydrology of the marsh assimilation area. Per the original scope the surveyor was to be equipped with an airboat to traverse the marsh area to capture elevation data.

Starting in August 2024, the licensed surveyor started performing the topographic survey work as described above. During that time, the surveyor reported that there are portions of

the marsh which cannot be traversed by airboat and that these portions would need to be traversed on foot, and using a Marsh Master. At that time, approximately 50% of the survey was completed, and 50% not completed. Since the services for topographic survey were originally priced to all be accomplished by airboat, a fee increase is necessary to accomplish the remaining survey scope also utilizing a Marsh Master and personnel on foot. The surveyor shall capture the remaining elevation data and deliver a digital elevation model (DEM) to be used for Hydrologic Modeling. The surveyor's proposal for the total scope of work is attached as EXHIBIT A.

Current Fee Amount* (per Amendment No. 3)	=	\$15,400.00	(NTE)
Additional Fee Amount* (per Amendment No. 4)	=	\$17,127.00	(NTE)
<b>Service #1 Total Amended Fee*</b>	=	<b>\$32,527.00</b>	<b>(NTE)</b>
<i>*Amount includes a 10% prime markup</i>			

**Additional Service #2 - Ecological Baseline Study:**

Through the use of a sub-consultant, perform a wetland assimilation Ecological Baseline Study (EBS) to submit to LA DEQ as part of the LPDES permit process. The EBS describes background ecological conditions of the candidate wetland and a nearby reference wetland.

The actual cost for the ecological baseline study has surpassed the amount agreed to in Amendment No. 3 due to the fact that the actual lab analysis costs exceeded what the sub-consultant had initially estimated for this service. The sub-consultant's invoice, including the actual laboratory fee costs, is attached as EXHIBIT B.

Current Fee Amount* (per Amendment No. 3)	=	\$14,300.00	(NTE)
Additional Fee Amount* (per Amendment No. 4)	=	\$ 2,739.00	(NTE)
<b>Service #2 Total Amended Fee*</b>	=	<b>\$17,039.00</b>	<b>(NTE)</b>
<i>*Amount includes a 10% prime markup</i>			

**Additional Service #3: Hydrologic Modeling:**

Consultant shall perform the following services:

1. Develop a revised hydrologic study plan for approval by LDEQ.
2. Perform hydrodynamic modeling and simulations for wide and shallow marsh areas, evaluating flow distribution, flow paths, travel times, and

potential for short-circuiting resulting from the extended effluent pipeline.

There will be no change in the Lump Sum fee amount for Service #3 - Hydrologic Modeling based on the collective man-hour estimate detailed in Amendment No. 3.

**Service #3 Total Fee = \$140,520.00 (LS)**

**Original and Additional Fee Agreement Summary:**

Original Task 1-J: Permitting & Geotech	\$ 80,000.00
Net change by prior Amendments (1-3):	\$169,950.00
Revised Task 1-J Fee (by Amendment No. 3):	\$249,950.00
Service #1 Amendment 4 ADD: Topographic Surveying -	\$ 17,127.00 (NTE)
Service #2 Amendment 4 ADD: Ecological Baseline Study -	\$ 2,739.00 (NTE)
Service #3 Amendment 4 ADD: Hydrologic Modeling -	(no change)
<u>Total Increase/ADD by Amendment No. 4:</u>	<u>\$ 19,866.00</u>
<b>Task 1-J Amended Fee Combined Total:</b>	<b>\$269,816.00</b>

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_,

OWNER:	ENGINEER:
By: _____	By: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

# EXHIBIT A

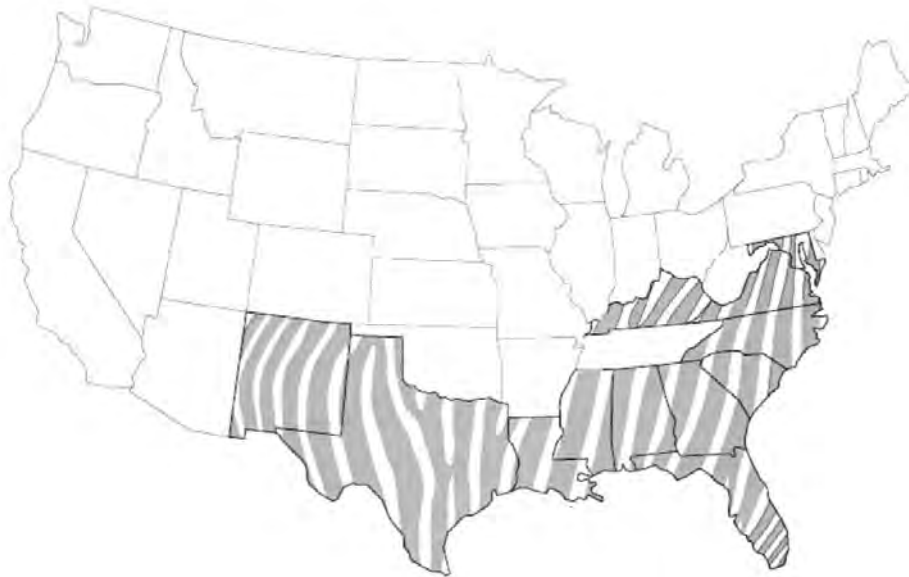
## Topographic Survey Proposal





**Providing Professional Land Surveying Services in the following states:**

***Louisiana, Mississippi, Georgia, Alabama, Florida, Virginia, North Carolina,  
South Carolina, Kentucky, Maryland, New Mexico, and Texas***



***Surveying Specs & Cost Proposal***

For:  
**Tchefuncte Marsh Project, situated in  
Madisonville, La and Mandeville, La**

Requested By:  
**Brien Croff, P.E.**

With  
**Principal Engineering, Inc.**

***1011 North Causeway Blvd. Suite 34, Mandeville, Louisiana, 70471***

Phone (985) 845-1012 \* Fax (985) 845-1778

Email: [steven.hebert@loweengineers.com](mailto:steven.hebert@loweengineers.com)



**Project Understanding**

Principal Engineering, Inc. is wanting a location and elevation of various shorelines, water bottoms, and marsh ground shots throughout the marsh for the City of Mandeville Effluent Pipeline Extension. The project was started in August, but needed different equipment than expected to locate the items listed in the SOW.

**Scope of Work**

The Scope of Work, which was provided to our office on June 19, 2024. Around 50% of the items were located in August 2024. The remaining items are as follows:

- Approx. 4,723 feet of water bottom at 50' intervals.
- Approx. 10,678 feet of marsh ground at 50' intervals.
- Approx. 9,084 feet of shoreline and water bottom at 50' intervals.
- Deliverables will be a text file containing point numbers, northing and easting coordinates, elevation, and description.

**Quote and timeframe for Survey**

A quote for the above scope of work is going to be a lump sum of **\$22,570.**

The previous work performed has been invoiced for **\$7,000** having a total contract price of **\$29,570.**

The timeframe for completion is tentatively going to be 10-15 business days, depending on weather and equipment availability.

**Closing**

We look forward to extending our professional surveying services to Principal Engineering, Inc. and being a teammate on this project.



Ryan Bollendorf  
Project Manager

9-24-2024  
Date:

1011 North Causeway Blvd. Suite 34, Mandeville, Louisiana, 70471

Phone (985) 845-1012 \* Fax (985) 845-1778

Email: [steven.hebert@loweengineers.com](mailto:steven.hebert@loweengineers.com)

# EXHIBIT B

## Laboratory Invoices

Comite Resources Inc.  
21245 Smith Rd  
Covington, LA 70435 US  
kdiliberto@mantires.com



## INVOICE

**BILL TO**  
Principal Engineering, Inc.  
128 North Park Blvd.  
Covington, LA 70433 USA

**INVOICE #** 1544  
**DATE** 04/30/2024  
**DUE DATE** 05/15/2024  
**TERMS** Net 15

DESCRIPTION	QTY	RATE	AMOUNT
<b>Professional</b> Mandeville pipeline extension EBS report	1	9,000.00	9,000.00
<b>Professional</b> analytical costs	1	6,490.40	6,490.40

Please remit payment to:  
Comite Resources Inc.  
21245 Smith Road  
Covington, La. 70435

**BALANCE DUE**

**\$15,490.40**



# INVOICE

Pace Analytical Services, LLC 41-1821617  
 Pace Analytical National 62-0814289  
 Pace Analytical Gulf Coast 45-4027089

**Pace Analytical Services, LLC**  
 7979 Innovation Park Drive  
 Baton Rouge, LA 70820  
 Phone: (225) 769-4900

<b>Date:</b>	04/08/2024
<b>Invoice #:</b>	2420431067
<b>Customer PO#:</b>	
<b>Terms:</b>	Net 30 Days
<b>Due Date:</b>	05/08/2024
<b>Total Due:</b>	\$1,705.80

**Sold To:**

Robert Lane  
 Comite Resources  
 PO Box 66596  
 Baton Rouge, LA 70896  
 (225) 247-3917

**Please Remit To:**

**Pace Analytical Services, LLC**  
 P.O. Box 684056  
 Chicago, IL 60695-4056

Client Number/Client ID	Purchase Order No	Pace Project Mgr	Terms**	Page
24-297606 / BR-Comite		Juanita Polanco	Net 30 Days	1

**Client Project:** TM-MidX SOIL  
**Pace Project No:** 20311122  
**Report Sent To:** Jason Day, Comite Resources  
**Comments:**

**Client Name:** Comite Resources  
**Sample Received:** 3/19/2024

**ANALYTICAL CHARGES**

Quantity	Unit	Description	Method	Matrix	Price	Total
3	Ea	351.2 Total Kjeldahl Nitrogen	EPA 351.2	Solid	\$37.10	\$111.30
3	Ea	365.4 Total Phosphorus	EPA 365.4	Solid	\$34.80	\$104.40
3	Ea	4500 Ammonia Soil, Distilled	SM 4500-NH3 D	Solid	\$30.90	\$92.70
3	Ea	6010 MET ICP	EPA 6010	Solid	\$369.90	\$1,109.70
3	Ea	7471 Mercury	EPA 7471	Solid	\$0.00	\$0.00
1	Ea	Environmental Impact Fee	Miscellaneous Charges	Solid	\$30.00	\$30.00
3	Ea	Orthophosphate		Solid	\$26.30	\$78.90
3	Ea	Percent Moisture	Moisture	Solid	\$0.00	\$0.00
3	Ea	SM4500NO3-F, Nitrate	SM 4500-NO3 F	Solid	\$52.60	\$157.80
3	Ea	Sample Disposal	Miscellaneous Charges	Solid	\$7.00	\$21.00

**Paid in Full by Comite Resources**

**Analytical Subtotal \$1,705.80**

**Total Number of Charges 28**

**Total Invoice Amount \$1,705.80**

If paying by credit card, a 2.5% surcharge of \$42.65 will be assessed, PAY \$1,748.45

**Samples Received for analysis:**

Lab ID	Client Sample ID	Received
20311122001	TM-MidX 1	3/19/2024 3:54:00
20311122002	TM-MidX 2	3/19/2024 3:54:00

**A 2.5% CREDIT CARD SURCHARGE OF \$42.65 MAY BE ADDED TO ANY CREDIT CARD PAYMENT. DEBIT AND ACH/E-CHECKS INCUR NO ADDITIONAL FEES.**

**\*\*1.5% MONTHLY FINANCE CHARGE ASSESSED AFTER 30 DAYS OR TERMS OF CONTRACT.**

**PLEASE REFERENCE THE INVOICE NUMBER ON ALL REMITTANCE ADVICE.**

AN EQUAL OPPORTUNITY EMPLOYER

*Please complete and return copy of invoice with your payment.*

**INVOICE TOTAL \$1,705.80**

Amount Paid: \$ \_\_\_\_\_

Check No: \_\_\_\_\_

Customer No: 24-297606 Invoice No: 2420431067





# INVOICE

Pace Analytical Services, LLC 41-1821617  
Pace Analytical National 62-0814289  
Pace Analytical Gulf Coast 45-4027089

Pace Analytical Services, LLC  
7979 Innovation Park Drive  
Baton Rouge, LA 70820  
Phone: (225) 769-4900

Date:	04/08/2024
Invoice #:	2420431032
Customer PO#:	
Terms:	Net 30 Days
Due Date:	05/08/2024
Total Due:	\$1,376.40

### Sold To:

Robert Lane  
Comite Resources  
PO Box 66596  
Baton Rouge, LA 70896  
(225) 247-3917

### Please Remit To:

Pace Analytical Services, LLC  
P.O. Box 684056  
Chicago, IL 60695-4056

Client Number/Client ID	Purchase Order No	Pace Project Mgr	Terms**	Page
24-297606 / BR-Comite		Juanita Polanco	Net 30 Days	1

Client Project: TM-MidX LEAF  
Pace Project No: 20311120  
Report Sent To: Jason Day, Comite Resources  
Comments:

Client Name: Comite Resources  
Sample Received: 3/19/2024

### ANALYTICAL CHARGES

Quantity	Unit	Description	Method	Matrix	Price	Total
3	Ea	351.2 Total Kjeldahl Nitrogen	EPA 351.2	Solid	\$37.10	\$111.30
3	Ea	365.4 Total Phosphorus	EPA 365.4	Solid	\$34.80	\$104.40
3	Ea	6020 ICPMS Metals	EPA 6020A	Solid	\$369.90	\$1,109.70
3	Ea	7471 Mercury	EPA 7471	Solid	\$0.00	\$0.00
1	Ea	Environmental Impact Fee	Miscellaneous Charges	Solid	\$30.00	\$30.00
3	Ea	Percent Moisture	Moisture	Solid	\$0.00	\$0.00
3	Ea	Sample Disposal	Miscellaneous Charges	Solid	\$7.00	\$21.00

**Paid in Full by Comite Resources**

Analytical Subtotal \$1,376.40

Total Number of Charges 19

Total Invoice Amount **\$1,376.40**

If paying by credit card, a 2.5% surcharge of \$34.41 will be assessed, PAY \$1,410.81

### Samples Received for analysis:

Lab ID	Client Sample ID	Received
20311120001	TM-MidX 1	3/19/2024 3:45:00
20311120002	TM-MidX 2	3/19/2024 3:45:00
20311120003	TM-MidX 3	3/19/2024 3:45:00

If you have any questions, please contact Juanita Polanco at Pace.  
Phone: (225) 769-4900 Email: [juanita.polanco@pacelabs.com](mailto:juanita.polanco@pacelabs.com)

**A 2.5% CREDIT CARD SURCHARGE OF \$34.41 MAY BE ADDED TO ANY CREDIT CARD PAYMENT. DEBIT AND ACH/E-CHECKS INCUR NO ADDITIONAL FEES.**

Page 1 of 1

**\*\*1.5% MONTHLY FINANCE CHARGE ASSESSED AFTER 30 DAYS OR TERMS OF CONTRACT.**

**PLEASE REFERENCE THE INVOICE NUMBER ON ALL REMITTANCE ADVICE.**

AN EQUAL OPPORTUNITY EMPLOYER

Please complete and return copy of invoice with your payment.

**INVOICE TOTAL \$1,376.40**

Amount Paid: \$ \_\_\_\_\_

Check No: \_\_\_\_\_

Customer No: 24-297606 Invoice No: 2420431032



# INVOICE

Pace Analytical Services, LLC 41-1821617  
Pace Analytical National 62-0814289  
Pace Analytical Gulf Coast 45-4027089

Pace Analytical Services, LLC  
7979 Innovation Park Drive  
Baton Rouge, LA 70820  
Phone: (225) 769-4900

### Sold To:

Robert Lane  
Comite Resources  
PO Box 66596  
Baton Rouge, LA 70896  
(225) 247-3917

Date:	03/15/2024
Invoice #:	2420428967
Customer PO#:	
Terms:	Net 30 Days
Due Date:	04/14/2024
Total Due:	\$380.40

### Please Remit To:

Pace Analytical Services, LLC  
P.O. Box 684056  
Chicago, IL 60695-4056

Client Number/Client ID	Purchase Order No	Pace Project Mgr	Terms**	Page
24-297606 / BR-Comite		Juanita Polanco	Net 30 Days	1

Client Project: TM-TX SOIL  
Pace Project No: 20305765  
Report Sent To: Jason Day, Comite Resources  
Comments:

Client Name: Comite Resources  
Sample Received: 1/31/2024

### ANALYTICAL CHARGES

Quantity	Unit	Description	Method	Matrix	Price	Total
3	Ea	4500 Ammonia Soil, Distilled	SM 4500-NH3 D	Solid	\$30.90	\$92.70
1	Ea	Environmental Impact Fee	Miscellaneous Charges	Solid	\$30.00	\$30.00
1	Ea	Minimum Work Order Fee	Miscellaneous Charges	Solid	\$0.00	\$0.00
3	Ea	Ortho-phosphate		Solid	\$26.30	\$78.90
3	Ea	SM4500NO3-F, Nitrate	SM 4500-NO3 F	Solid	\$52.60	\$157.80
3	Ea	Sample Disposal	Miscellaneous Charges	Solid	\$7.00	\$21.00
					<b>Analytical Subtotal</b>	<b>\$380.40</b>

**Paid in Full by Comite Resources**

**Total Number of Charges 14** **Total Invoice Amount \$380.40**

If paying by credit card, a 2.5% surcharge of \$9.51 will be assessed, PAY \$389.91

If you have any questions, please contact Juanita Polanco at Pace.  
Phone: (225) 769-4900 Email: [juanita.polanco@pacelabs.com](mailto:juanita.polanco@pacelabs.com)

**A 2.5% CREDIT CARD SURCHARGE OF \$9.51 MAY BE ADDED TO ANY CREDIT CARD PAYMENT. DEBIT AND ACH/E-CHECKS INCUR NO ADDITIONAL FEES.**  
**\*\*1.5% MONTHLY FINANCE CHARGE ASSESSED AFTER 30 DAYS OR TERMS OF CONTRACT.**  
**PLEASE REFERENCE THE INVOICE NUMBER ON ALL REMITTANCE ADVICE.**

AN EQUAL OPPORTUNITY EMPLOYER

Please complete and return copy of invoice with your payment.

**INVOICE TOTAL \$380.40**

Amount Paid: \$ \_\_\_\_\_

Check No: \_\_\_\_\_

Customer No: 24-297606 Invoice No: 2420428967





# INVOICE

Pace Analytical Services, LLC 41-1821617  
Pace Analytical National 62-0814289  
Pace Analytical Gulf Coast 45-4027089

Pace Analytical Services, LLC  
7979 Innovation Park Drive  
Baton Rouge, LA 70820  
Phone: (225) 769-4900

### Sold To:

Robert Lane  
Comite Resources  
PO Box 66596  
Baton Rouge, LA 70896  
(225) 247-3917

Date:	02/19/2024
Invoice #:	2420426663
Customer PO#:	
Terms:	Net 30 Days
Due Date:	03/20/2024
Total Due:	\$1,376.40

### Please Remit To:

Pace Analytical Services, LLC  
P.O. Box 684056  
Chicago, IL 60695-4056

Client Number/Client ID	Purchase Order No	Pace Project Mgr	Terms**	Page
24-297606 / BR-Comite		Juanita Polanco	Net 30 Days	1

Client Project: TM-TX SOIL

Client Name: Comite Resources

Pace Project No: 20305765

Sample Received: 1/31/2024

Report Sent To: Jason Day, Comite Resources

Comments:

### ANALYTICAL CHARGES

Quantity	Unit	Description	Method	Matrix	Price	Total
3	Ea	351.2 Total Kjeldahl Nitrogen	EPA 351.2	Solid	\$37.10	\$111.30
3	Ea	365.4 Total Phosphorus	EPA 365.4	Solid	\$34.80	\$104.40
3	Ea	6010 MET ICP	EPA 6010	Solid	\$369.90	\$1,109.70
3	Ea	7471 Mercury	EPA 7471	Solid	\$0.00	\$0.00
1	Ea	Environmental Impact Fee	Miscellaneous Charges	Solid	\$30.00	\$30.00
3	Ea	Percent Moisture	Moisture	Solid	\$0.00	\$0.00
3	Ea	Sample Disposal	Miscellaneous Charges	Solid	\$7.00	\$21.00
					<b>Analytical Subtotal</b>	<b>\$1,376.40</b>

**Paid in Full by Comite Resources**

Total Number of Charges 19

Total Invoice Amount **\$1,376.40**

If paying by credit card, a 2.5% surcharge of \$34.41 will be assessed, PAY \$1,410.81

If you have any questions, please contact Juanita Polanco at Pace.

Phone: (225) 769-4900 Email: [juanita.polanco@pacelabs.com](mailto:juanita.polanco@pacelabs.com)

A 2.5% CREDIT CARD SURCHARGE OF \$34.41 MAY BE ADDED TO ANY CREDIT CARD PAYMENT. DEBIT AND ACH/E-CHECKS INCUR NO ADDITIONAL FEES.

Page 1 of 1

\*\*1.5% MONTHLY FINANCE CHARGE ASSESSED AFTER 30 DAYS OR TERMS OF CONTRACT.

PLEASE REFERENCE THE INVOICE NUMBER ON ALL REMITTANCE ADVICE.

AN EQUAL OPPORTUNITY EMPLOYER

Please complete and return copy of invoice with your payment.

**INVOICE TOTAL \$1,376.40**

Amount Paid: \$ \_\_\_\_\_

Check No: \_\_\_\_\_

Customer No: 24-297606 Invoice No: 2420426663



# INVOICE

Pace Analytical Services, LLC 41-1821617  
Pace Analytical National 62-0814289  
Pace Analytical Gulf Coast 45-4027089

Pace Analytical Services, LLC  
7979 Innovation Park Drive  
Baton Rouge, LA 70820  
Phone: (225) 769-4900

Date:	02/19/2024
Invoice #:	2420426662
Customer PO#:	
Terms:	Net 30 Days
Due Date:	03/20/2024
Total Due:	\$1,376.40

### Sold To:

Robert Lane  
Comite Resources  
PO Box 66596  
Baton Rouge, LA 70896  
(225) 247-3917

### Please Remit To:

Pace Analytical Services, LLC  
P.O. Box 684056  
Chicago, IL 60695-4056

Client Number/Client ID	Purchase Order No	Pace Project Mgr	Terms**	Page
24-297606 / BR-Comite		Juanita Polanco	Net 30 Days	1

Client Project: TM-TX LEAF  
Pace Project No: 20305763  
Report Sent To: Jason Day, Comite Resources  
Comments:

Client Name: Comite Resources  
Sample Received: 1/31/2024

### ANALYTICAL CHARGES

Quantity	Unit	Description	Method	Matrix	Price	Total
3	Ea	351.2 Total Kjeldahl Nitrogen	EPA 351.2	Solid	\$37.10	\$111.30
3	Ea	365.4 Total Phosphorus	EPA 365.4	Solid	\$34.80	\$104.40
3	Ea	6020 ICPMS Metals	EPA 6020A	Solid	\$369.90	\$1,109.70
3	Ea	7471 Mercury	EPA 7471	Solid	\$0.00	\$0.00
1	Ea	Environmental Impact Fee	Miscellaneous Charges	Solid	\$0.00	\$0.00
1	Ea	Environmental Impact Fee	Miscellaneous Charges	Solid	\$30.00	\$30.00
3	Ea	Percent Moisture	Moisture	Solid	\$0.00	\$0.00
3	Ea	Sample Disposal	Miscellaneous Charges	Solid	\$7.00	\$21.00
					<b>Analytical Subtotal</b>	<b>\$1,376.40</b>

**Paid in Full by Comite Resources**

Total Number of Charges 20

**Total Invoice Amount \$1,376.40**

If paying by credit card, a 2.5% surcharge of \$34.41 will be assessed, PAY \$1,410.81

If you have any questions, please contact Juanita Polanco at Pace.  
Phone: (225) 769-4900 Email: juanita.polanco@pacelabs.com

**A 2.5% CREDIT CARD SURCHARGE OF \$34.41 MAY BE ADDED TO ANY CREDIT CARD PAYMENT. DEBIT AND ACH/E-CHECKS INCUR NO ADDITIONAL FEES.**

Page 1 of 1

**\*\*1.5% MONTHLY FINANCE CHARGE ASSESSED AFTER 30 DAYS OR TERMS OF CONTRACT. PLEASE REFERENCE THE INVOICE NUMBER ON ALL REMITTANCE ADVICE.**

AN EQUAL OPPORTUNITY EMPLOYER

Please complete and return copy of invoice with your payment.

**INVOICE TOTAL \$1,376.40**

Amount Paid: \$ \_\_\_\_\_

Check No: \_\_\_\_\_

Customer No: 24-297606 Invoice No: 2420426662



# INVOICE

Pace Analytical Services, LLC 41-1821617  
Pace Analytical National 62-0814289  
Pace Analytical Gulf Coast 45-4027089

Pace Analytical Services, LLC  
7979 Innovation Park Drive  
Baton Rouge, LA 70820  
Phone: (225) 769-4900

### Sold To:

Robert Lane  
Comite Resources  
PO Box 66596  
Baton Rouge, LA 70896  
(225) 247-3917

Date:	02/12/2024
Invoice #:	2420426092
Customer PO#:	
Terms:	Net 30 Days
Due Date:	03/13/2024
Total Due:	\$275.00

### Please Remit To:

Pace Analytical Services, LLC  
P.O. Box 684056  
Chicago, IL 60695-4056

Client Number/Client ID	Purchase Order No	Pace Project Mgr	Terms**	Page
24-297606 / BR-Comite		Juanita Polanco	Net 30 Days	1

Client Project: TM-TX WATER  
Pace Project No: 20305762  
Report Sent To: Jason Day, Comite Resources  
Comments:

Client Name: Comite Resources  
Sample Received: 1/31/2024

### ANALYTICAL CHARGES

Quantity	Unit	Description	Method	Matrix	Price	Total
1	Ea	351.2 Total Kjeldahl Nitrogen	EPA 351.2	Water	\$37.10	\$37.10
1	Ea	365.4 Phosphorus, Total	EPA 365.4	Water	\$34.80	\$34.80
1	Ea	4500 Ammonia Water	SM 4500-NH3 G	Water	\$30.90	\$30.90
1	Ea	BR 5210B 2016 BOD, 5 day	SM 5210B-2016	Water	\$37.10	\$37.10
1	Ea	BR SM2540D TSS	SM 2540D 2011	Water	\$14.90	\$14.90
1	Ea	Environmental Impact Fee	Miscellaneous Charges	Water	\$30.00	\$30.00
1	Ea	Minimum Work Order Fee	Miscellaneous Charges	Water	\$4.30	\$4.30
1	Ea	SM4500NO3-F, Nitrate, Preserved	SM 4500-NO3 F	Water	\$52.60	\$52.60
1	Ea	SM4500P-E, Phosphate, Ortho	SM 4500-P E	Water	\$26.30	\$26.30
1	Ea	Sample Disposal	Miscellaneous Charges	Water	\$7.00	\$7.00

**Paid in Full by Comite Resources**

Analytical Subtotal \$275.00

Total Number of Charges 10

Total Invoice Amount **\$275.00**

If paying by credit card, a 2.5% surcharge of \$6.88 will be assessed, PAY \$281.88

### Samples Received for analysis:

Lab ID	Client Sample ID	Received
20305762001	TM-TX	1/31/2024 1:35:00

A 2.5% CREDIT CARD SURCHARGE OF \$6.88 MAY BE ADDED TO ANY CREDIT CARD PAYMENT. DEBIT AND ACH/E-CHECKS INCUR NO ADDITIONAL FEES.

\*\*1.5% MONTHLY FINANCE CHARGE ASSESSED AFTER 30 DAYS OR TERMS OF CONTRACT.

PLEASE REFERENCE THE INVOICE NUMBER ON ALL REMITTANCE ADVICE.

AN EQUAL OPPORTUNITY EMPLOYER

Please complete and return copy of invoice with your payment.

**INVOICE TOTAL \$275.00**

Amount Paid: \$ \_\_\_\_\_

Check No: \_\_\_\_\_

Customer No: 24-297606 Invoice No: 2420426092

**Ord 24-40**



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

**ORDINANCE NO. 24-40**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE AMENDING  
SECTIONS 17-15, 17-77 OF CHAPTER 17, AND DIVISIONS 17 AND 19 OF APPENDIX  
C (FEES AND FINES) OF THE CITY OF MANDEVILLE CODE OF ORDINANCES  
AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council of Mandeville approved and codified Chapter 17 of the City of Mandeville Code of Ordinances for the use and regulation of authorized uses of City Water and Sewer;

**WHEREAS**, The Water Sector Commission approved a Grant from the Water Sector Fund for a City of Mandeville Water System Project to be administered by the Louisiana Division of Administration; and,

**WHEREAS**, A cooperative endeavor agreement between the City of Mandeville and the Louisiana Division of Administration was executed by the City of Mandeville, which obligated the Louisiana Division of Administration to perform a Water and Wastewater Utility Rate Study for the City of Mandeville before the grant funds would be released for the City of Mandeville Water System Project; and

**WHEREAS**, The Louisiana Division of Administration contracted Manchac Consulting Group to prepare the Water and Wastewater Utility Rate Study for the City of Mandeville; and

**WHEREAS**, Manchac Consulting Group completed the Water and Wastewater Utility Rate Study dated October 2023 for the Louisiana Division of Administration and presented to the City of Mandeville Staff and City Council for acceptance, which the City Council accepted on November 16, 2023;

**WHEREAS**, the City Council authorized the City to further engage the professional services of Manchac Consulting Group to provide rate model support to the City; specifically, for the purpose of examining the impacts of creating a water demand charge that is based on meter size, examining adding additional tiers to the water volume rate, and developing a wastewater volume rate based on planned changes in the way the City bills wastewater;

**WHEREAS**, the rate model proposed after the Water and Wastewater Utility Rate Study for the City identified numerous changes to Chapter 17 of the Code of Ordinances that are needed to support the City with a rate model structure that accurately reflects the usage of the municipal water and sewer system by each customer; and

**WHEREAS**, the City Council desires to amend Chapter 17 and Appendix C (fee schedule) of the Code of Ordinances to address the incorporate the recommendations of the Water and Wastewater Utility Rate Study, including but not limited to section 17-15, section 17-77 as amended, the changes to which are illustrated in Exhibit “A”;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Mandeville, that Section 17-15 of City of Mandeville Code of Ordinances be amended to read:

***Sec. 17-15- Monthly municipal water and sewer system charges; calculation and levy thereof; collection of overdue charges.***

- (a) *Monthly water user charges.* The City of Mandeville shall levy, bill and collect from residential, commercial, irrigation and other customers a monthly water charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. This charge shall be comprised of a monthly minimum charge, which shall include the first 3,000 gallons of use and be based on the meter size providing water service to the customer. This charge shall also be comprised of a volume component.
- (b) *Monthly sewer use charges.* The City of Mandeville shall levy, bill and collect from residential and commercial customers a monthly sewerage charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. This charge shall be comprised of a monthly minimum charge, which shall include the first 3,000 gallons of use. This charge shall also be comprised of a volume component. The volume component will be calculated as the actual monthly water usage billed minus 3,000 gallons time the applicable volume rate shown in division 17 of appendix C of the City of Mandeville Code of Ordinances.
  - a. In the event that a customer does not receive water service from the City of Mandeville, the same methodology as outlined above will be used with residential customer be billed for 4,000 gallons of wastewater use and commercial customer being billed for 18,000 gallons of wastewater use.
- (c) *Overdue charges.* Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Overdue charges will be offset from the individual income tax refund of the consumer. Should payment be collected through the Offset Claims Program, the fee as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances will be charged the consumer, in addition to all other charges, interest, and penalties collected. Pursuant to L.R.S. 33:361, the agreement with the Louisiana Municipal Advisory and Technical Services Bureau Corporation for participation in the Offset Claims Program in the form attached hereto is approved, and the mayor is authorized to execute it.

**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the City Council of the City of Mandeville, that Section 17-77 of City of Mandeville Code of Ordinances be amended to read:

***Sec. 17-77. High Strength Wastewater User charges.***

***(a) Subcharge for excessive pollutant concentrations.***

(1) *Determination of excessive pollutant concentrations.* The superintendent of sewers will be responsible for determining which users have sewage with excessive pollutant concentrations. Users who have effluent that exceeds normal loading are responsible for self-monitoring. The superintendent will determine the users who are liable for surcharges either by individual testing or by using industry standards. If a user disputes his surcharge the burden of proof will be upon the user to show that his effluent meets normal loading characteristics.

(2) *Conventional pollutants.* In the event that conventional pollutant concentrations from a user exceed the normal range of strength of normal wastewater, a surcharge shall be levied. The use of such a surcharge would be necessary if a user discharging a wastewater has a higher range of strength, is located within the city and desires to have wastewater treatment service. The surcharge would be by the following formula:

$$Cs = (Bc(b) + Sc(S)) \times Vu$$

Where Cs = Surcharge for sewage of excessive strength.

Bc = O and M cost for treatment of a unit of BOD.

b = Concentration of BOD from a user above a base level of 220 mg/l.

Sc = O and M cost for treatment of a unit of suspended solids (SS).

S = Concentration of SS from a user above a base level of 220 mg/l.

Vu = Volume concentration from a user per unit of time.

(3) *Nonconventional pollutants.* In the event that objectional pollutants or other nonconventional pollutants are discharged into the system and cause an increase in the cost of managing the effluent or sludge of the treatment works, the city shall take action to determine such cost and levy a surcharge to that user.



**NOW, THEREFORE, BE IT FURTHER ORDAINED**, by the City Council of the City of Mandeville, that Appendix C, Fees and Fines of City of Mandeville Code of Ordinances be amended to read:

DIVISION 17

WATER AND SEWERS

***Sec. 17-12. Deposits for water meters prescribed.***

The following deposits for water meters shall be paid before water service is furnished to a customer:

¾" meter	\$150.00	1" meter	\$200.00
1 ½" meter	\$500.00	2" meter	\$700.00
Greater than 2" meter	Actual cost from vendor		

***Sec. 17-13. Charge for turning on water.***

After the first turning on of the water to any consumer, a charge of fifty dollars (\$50.00) shall be paid in advance for any turning on of water thereafter, in addition to all charges, no matter from what cause cut off, except that no charge shall be made after cutting off for repairs or extensions.

***Sec. 17-14. Monthly water service charges; collection of overdue charges.***

*Demand Charge*

Meter Size	Monthly Charge
5/8" or 3/4"	\$10.40
1"	\$17.37
1 1/2"	\$34.63
2"	\$55.43
3"	\$104.00
4"	\$173.37
6"	\$346.63

8"	\$554.63
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Volume Charge

<b>Gallons</b>	<b>Residential</b>
First 3000 gallons	\$0.00 (Included in demand charge above)
3,001 to 10,000 gallons	\$1.14 per 1,000 gallons
10,001 to 25,000 gallons	\$1.71 per 1000 gallons
25,001 to 50,000 gallons	\$2.57 per 1000 gallons
All over 50,000 gallons	\$5.13 per 1000 gallons

<b>Gallons</b>	<b>Commercial</b>
First 3000 gallons	\$0.00 (Included in demand charge above)
All over 3,000 gallons	\$2.37 per 1,000 gallons

<b>Gallons</b>	<b>Irrigation</b>
First 3000 gallons	\$0.00 (Included in demand charge above)

All over 3,000 gallons	\$3.85 per 1,000 gallons
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A late fee of twenty-five dollars (\$25.00) will be charged to the customer, in addition to all other charges, interest, and penalties collected.

***Sec. 17-15. Monthly municipal sewer system charges; calculation and levy thereof; collection of overdue charges.***

Gallons	Residential	Commercial
First 3000 gallons	\$12.00	\$20.00
All over 3,000 gallons	\$3.25 per 1000 gallons	\$4.06 per 1000 gallons

A late fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected.

***Sec. 17-29. Special fees for citizens sixty-five years of age or older.***

Fee	Price
Water Fee	\$5.00/month
Garbage & Trash Collection Fee	\$6.00/month
Sewerage Fee	\$4.00/month
Any other designated special fee	50% of normally levied fee or \$1.00, whichever is greater

Customers who qualify for the special fees who are not connected to the municipal water system shall be levied and billed the aggregate total of other municipal services not to exceed eight dollars (\$8.00) per month.

DIVISION 19

PLANNING AND DEVELOPMNT (COMPREHENSIVE LAND USE REGULATION  
ORDINANCE)

**5.2.5.5 Water and Sewer Connection Fees**

1. *Water Connection Fees:*

3/4" tap	\$600.00
1" tap	\$800.00
1/5" tap	\$1,000.00
2" tap	\$1200.00
Contractor's deposit	Same as meter deposit and based on required meter size
Water connection inspection fee	\$50.00

2. *Sewer Connection Fees:*

4" tap	\$1,000.00
6" tap	\$1,200.00
Sewer connection inspection fee	\$50.00

3. *Reduction of Fee:* The City may reduce the normal connection fee charged by the City from \$1,000 to \$500 for residences mention in section 17-29 of the City Code. Owner must bear the cost of extending the sewer line to connect to the City's clean-out at the property line.

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

**BE IT FURTHER ORDAINED** that the Clerk of this Council be, and 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:

NAYS:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Alicia Watts  
Clerk of Council

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

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**-Sec. 17-15. Monthly municipal water and sewer system charges; calculation and levy thereof; collection of overdue charges.**

- (a) ~~Analysis. Prior to the 30th day of September of each year the mayor, or his designate, shall present to the councilmen an analysis of the sewerage collection and treatment enterprise of municipal government which analysis shall include at a minimum, the following information:~~
- ~~(1) The total number of residential and nonresidential users connected to the system as of August 1 of the calendar year in question;~~
  - ~~(2) An estimate of all revenue which will be required during the next calendar year to retire on schedule all indebtedness of the city, bonded or otherwise, incurred in the construction, upkeep, repair or extension of the city's sewerage collection and treatment system;~~
  - ~~(3) An estimate of all revenue which will be required during the next calendar year for the routine maintenance and upkeep of the city's sewerage collection and treatment system;~~
  - ~~(4) An estimate of all revenue which will be required in the next calendar year for emergency or nonroutine maintenance and upkeep of the city's sewerage collection and treatment system;~~
  - ~~(5) An estimate of all revenue which will be required in the next calendar year for any additional labor or material costs, not otherwise expressed in any other cost estimate, for the maintenance and upkeep of the city's sewerage collection and treatment system;~~
  - ~~(6) An estimate of all revenues, other than sewer user charges, which will be received by the city during the next calendar year and which, on receipt, are legally dedicated to the defrayal of any or all of the expenses set forth in subsection (2), (3), (4) or (5), above;~~
  - ~~(7) The excess or deficit of estimated revenue from subsection (6) as compared to total estimated expenditures from subsections (2), (3), (4) and (5), above.~~

~~Within forty five (45) days of its receipt of the above report, the councilmen shall conduct a public hearing on the matters set forth in the report and shall, by resolution modify or accept the estimates set forth in the report.~~

~~Nothing shall prohibit the matters required herein from being conducted in conjunction with the city's annual budget adoption process.~~

- (a) Monthly water user charges. The City of Mandeville shall levy, bill and collect from residential, commercial, irrigation and other customers a monthly water charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. This charge shall be comprised of a monthly minimum charge, which shall include the first 3,000 gallons of use and be based on the meter size providing water service to the customer. This charge shall also be comprised of a volume component.
- (b) Minimum Monthly sewer user charges. The City of Mandeville shall levy, bill and collect from residential and commercial customers a monthly sewerage charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances. This charge shall be comprised of a monthly minimum charge, which shall include the first 3,000 gallons of use. This charge shall also be comprised of a volume component. The volume component will be calculated as the actual monthly water usage billed minus 3,000 gallons time the applicable volume rate shown in division 17 of appendix C of the City of Mandeville Code of Ordinances.

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In the event that a customer does not receive water service from the City of Mandeville, the same methodology as outlined above will be used with residential customer be billed for 4,000 gallons of wastewater use and commercial customer being billed for 18,000 gallons of wastewater use.

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(c) ~~Additional monthly sewer user charges:~~

- ~~(1) *Residential water and sewer customers.* In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from residential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during each of the months of November through April of the twelve-month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the months of November through April of the twelve-month period preceding the levy less six thousand (6,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.~~
- ~~(2) *Nonresidential water and sewer customers.* In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from nonresidential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during each of the months of November through April of the twelve-month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the months of November through April of the twelve-month period preceding the levy less fifteen thousand (15,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.~~
- ~~(3) *Other residential sewer customers.* In addition to the minimum sewer user charges set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from all residential customers who do not meet the criteria set forth in subsection (c)(1) of this section, which additional sewer user charge shall be based upon the mean average monthly water consumption from the entire municipal water system by residential customers as evidenced by meter readings made in the months of November through April of the twelve-month period preceding such levy, divided by the number of residential connections to the municipal water system existing on the first day of June of the year preceding the levy, all less six thousand (6,000) gallons per month, and the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.~~
- ~~(4) *Other nonresidential sewer customers.* In addition to the minimum sewer user charges set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from all nonresidential customers who do not meet the criteria set forth in subsection (c)(2) of this section, which additional sewer user charge shall be based upon the mean average monthly water consumption from the entire municipal water system by nonresidential customers as evidenced by meter readings made in the months of November through April of the twelve-month period preceding such levy, divided by the number of nonresidential connections to the municipal water system existing on the first day of June of the year preceding the levy, all less fifteen thousand (15,000) gallons, and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.~~
- ~~(5) *New residential or nonresidential sewer customers.* The City of Mandeville shall levy, bill and collect from residential customers a monthly sewerage charge as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances.
  - ~~a. *Residential water and sewer customers.* In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from residential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during the~~~~



four-month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the four-month period preceding the levy less six thousand (6,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.

b. — *Nonresidential water and sewer customers.* In addition to the minimum sewer user charge set forth in subsection (b) of this section, an additional monthly sewer user charge shall be levied, billed and collected in each calendar year from nonresidential customers who are also customers of the municipal water system and who are occupying the same premises occupied by them during the four-month period preceding such levy, which additional sewer user charge shall be based upon the mean average monthly water consumption at the premises as evidenced by the monthly water meter readings attributable to those premises made in the four-month period preceding the levy less fifteen thousand (15,000) gallons per month and upon the estimated expense of operating the municipal sewerage enterprise for the calendar year of the levy.

(d) — *Calculation of additional sewer charges.* For purposes of this subsection, the following terms and symbols shall have the meaning ascribed below, as follows:

W — The mean average amount of water, expressed in gallons, consumed monthly from the municipal water system as evidenced by water readings made during the months of November through April of any applicable twelve-month period.

Wr — The mean average amount of water, expressed in gallons, consumed monthly for residential purposes from the municipal water system as evidenced by water meter readings made during the months of November through April of any applicable twelve-month period, less six thousand (6,000) gallons of water.

Wc — The mean average amount of water, expressed in gallons, consumed monthly for nonresidential purposes from the municipal water system as evidenced by water meter readings made during the months of November through April of any applicable twelve-month period, less than fifteen thousand (15,000) gallons of water.

Ur — The mean average amount of water, expressed in gallons, consumed by each residential customer of the municipal water system as evidenced by water meter readings made at such customer's residential premises during the months of November through April of any applicable twelve-month period, less six thousand (6,000) gallons of water.

Uc — The mean average amount of water, expressed in gallons, consumed by each nonresidential customer of the municipal water system as evidenced by water meter readings made at such customer's nonresidential premises during the months of November through April of any applicable twelve-month period, less fifteen thousand (15,000) gallons of water.

Br — The total number of residential connections to the municipal water system existing on the first day of June of any applicable year multiplied by eight dollars (\$8.00).

Bc — The total number of nonresidential connections to the municipal water system existing on the first day of June of any applicable year multiplied by twenty dollars (\$20.00).

D — The deficit for any applicable year as expressed in accordance with subsection (a)(7) of this section.

(1) — *Residential water and sewer customers.* The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(1) of this section shall be computed in accordance with the following formula:

$$D = (Br \times \$8.00) + (Bc \times \$20.00)$$

~~U<sub>r</sub> ×~~

~~W × (B<sub>r</sub> + B<sub>c</sub>)~~

~~(2) — Nonresidential water and sewer customers. The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(2) of this section shall be computed in accordance with the following formula:~~

~~D = (B<sub>r</sub> × \$8.00) + (B<sub>c</sub> × \$20.00)~~

~~U<sub>c</sub> ×~~

~~W × (B<sub>r</sub> + B<sub>c</sub>)~~

~~(3) — Other residential customers. The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(3) of this section shall be computed in accordance with the following formula:~~

~~D = (B<sub>r</sub> × \$8.00) + (B<sub>c</sub> × \$20.00)~~

~~W<sub>r</sub> ×~~

~~W × (B<sub>r</sub> + B<sub>c</sub>)~~

~~(4) — Other nonresidential customers. The amount of the additional monthly sewer user charge levied under the provisions of subsection (c)(4) of this section shall be computed in accordance with the following formula:~~

~~D = (B<sub>r</sub> × \$8.00) + (B<sub>c</sub> × \$20.00)~~

~~W<sub>c</sub> ×~~

~~W × (B<sub>r</sub> + B<sub>c</sub>)~~

(c) *Overdue charges.* Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Overdue charges will be offset from the individual income tax refund of the consumer. Should payment be collected through the Offset Claims Program, the fee as set forth in division 17 of appendix C of the City of Mandeville Code of Ordinances will be charged the consumer, in addition to all other charges, interest, and penalties collected. Pursuant to L.R.S. 33:361, the agreement with the Louisiana Municipal Advisory and Technical Services Bureau Corporation for participation in the Offset Claims Program in the form attached hereto is approved, and the mayor is authorized to execute it.

(Ord. No. 85-6, 1-24-85; Ord. No. 85-36, 11-14-85; Ord. No. 86-13, 6-12-86; Ord. No. 90-19, 8-23-90; Ord. No. 91-4, 3-14-91; Ord. No. 00-10, 4-27-00; Ord. No. 04-22, 6-10-04; Ord. No. 16-18, 10-27-16; Ord. No. 22-30, 12-15-22)

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**Sec. 17-18. Reconnection charge after disconnection for nonpayment.**

The City of Mandeville shall impose a reconnection charge of twenty-five dollars (\$25.00) in the case of any services that are discontinued as provided in section 17-17, said reconnection charge to be imposed in addition to the delinquent charges provided for in section 17-17.

(Ord. No. 85-6, 1-24-85)

**Sec. 17-24. Rights, powers and privileges of sewer district.**

The sewer district created in section 17-23 shall have all the rights, powers and privileges granted and conferred by the Constitution and statutes of the state, including the right to incur debt and issue bonds, and to levy taxes for the payment hereof.

(Ord. No. 85-6, 1-24-85)

**Sec. 17-77. High Strength Wastewater User charges.**

~~(a) Customers with normal wastewater contributions. In cases where wastewater characteristics contributed by users are below or near the normal wastewater concentrations and do not contain any objectionable pollutants, the users' charges are to be based on their estimated volume contribution.~~

~~(1) User charge formula:~~

$$\text{User Charge (Cu)} = (\text{Contribution in gallons}) \times (\text{Sewer rate})$$

~~Assuming that the contribution during the winter months (Nov., Dec., Jan., Feb.) is equal to the water consumed, as reflected on the user's water meter, user charges shall be computed as follows:~~

~~a.  $Cu = (\text{Water consumed in 1000 gallons}) \times (\text{Sewer rate}).$~~

~~b. In months other than the winter months, if the water metered exceeds the winter months' average, monthly charges shall be computed using the monthly average consumption for the winter months. In no way does this statement relieve any user from any applicable surcharge that he may be liable for as defined in paragraph (b).~~

~~c. This does not apply to the nonresidential customers. They shall be charged based on the actual water consumption all year around.~~

~~d. Any user who contributes more to the system that is reflected by his average winter water rate consumption will have a special average monthly consumption figure prepared for him by the superintendent of sewers.~~

~~e. Any user who can demonstrate that its wastewater effluent contribution is substantially less than its November [through] February water consumption rate (Vu) will be entitled to an adjustment. The amount and method of determining the adjustment will be up to the discretion of the superintendent of sewers.~~

~~f. All new users initiating service after March 1, of each year, will be charged on the basis of the water consumption of a typical user of the same or similar class and type of service until an average for the user is established for the following months of November [through] February.~~

~~(2) Calculation of sewer rate:~~

€

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Sewer Rate (SR) =

$V_t$

Sewer Rate = Cost to user per each 1000 gallons contributed =

Cents

1000 gallons

$C_t$  = Above average operation and maintenance (O and M) cost per month attributable to the City of Mandeville minus any O and M cost attributable to surcharge for excessive pollutant concentration.

$V_t$  = Total volume contribution in thousands of gallons from all the City of Mandeville customers with normal wastewater concentration per average winter month.

Average winter month's wastewater contributions is the average of the water consumed as reflected on the user's water meter for the months of November, December, January and February.

(a) *Surcharge for excessive pollutant concentrations.*

- (1) *Determination of excessive pollutant concentrations.* The superintendent of sewers will be responsible for determining which users have sewage with excessive pollutant concentrations. Users who have effluent that exceeds normal loading are responsible for self monitoring. The superintendent will determine the users who are liable for surcharges either by individual testing or by using industry standards. If a user disputes his surcharge the burden of proof will be upon the user to show that his effluent meets normal loading characteristics.
- (2) *Conventional pollutants.* In the event that conventional pollutant concentrations from a user exceed the normal range of strength of normal wastewater, a surcharge shall be levied. The use of such a surcharge would be necessary if a user discharging a wastewater has a higher range of strength, is located within the city and desires to have wastewater treatment service. The surcharge would be by the following formula:

$$C_s = (B_c(b) + S_c(S)) \times V_u$$

Where  $C_s$  = Surcharge for sewage of excessive strength.

$B_c$  = O and M cost for treatment of a unit of BOD.

$b$  = Concentration of BOD from a user above a base level of 220 mg/l.

$S_c$  = O and M cost for treatment of a unit of suspended solids (SS).

$S$  = Concentration of SS from a user above a base level of 220 mg/l.

$V_u$  = Volume concentration from a user per unit of time.

- (3) *Nonconventional pollutants.* In the event that objectional pollutants or other nonconventional pollutants are discharged into the system and cause an increase in the cost of managing the effluent or sludge of the treatment works, the city shall take action to determine such cost and levy a surcharge to that user.

(Ord. of 5-26-83, § 3)

## APPENDIX C FEES AND FINES<sup>1</sup>

DIVISION 17

WATERS AND SEWERS

**Sec. 17-12. Deposits for water meters prescribed.**

The following deposits for water meters shall be paid before water service is furnished to a customer:

Rate No. 1		Rate Nos. 2, 3 & 4	
By owner of a residence	\$50.00	Business operated by owner of structure	\$80.00
By tenant of a residence	\$75.00	Business operated by tenant of structure	\$125.00
<u>3/4" meter</u>	<u>\$150.00</u>	<u>1" Meter</u>	<u>\$200.00</u>
<u>1-1/2" Meter</u>	<u>\$500.00</u>	<u>2" Meter</u>	<u>\$700.00</u>
<u>Greater than 2"</u>	<u>Actual Cost from Vendor</u>		

**Sec. 17-13. Charge for turning on water.**

After the first turning on of the water to any consumer, a charge of ~~twenty five dollars (\$25.00)~~ Fifty Dollars(\$50.00) shall be paid in advance for any turning on of water thereafter, in addition to all charges, no matter from what cause cut off, except that no charge shall be made after cutting off for repairs or extensions.

**Sec. 17-14. Monthly water service charges; collection of overdue charges.**

Demand Charge (Applied to All Customers)

<u>Meter Size</u>	<u>Monthly Charge</u>
<u>5/8" or 3/4"</u>	<u>\$10.40</u>
<u>1"</u>	<u>\$17.37</u>
<u>1 1/2"</u>	<u>\$34.63</u>
<u>2"</u>	<u>\$55.43</u>
<u>3"</u>	<u>\$104.00</u>
<u>4"</u>	<u>\$173.37</u>
<u>6"</u>	<u>\$346.63</u>
<u>8"</u>	<u>\$554.63</u>

<sup>1</sup>Printed herein is the fee schedule of the city, Ordinance No. 22-30 , as adopted by the city council on Dec. 15, 2022. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. Additions made for clarity are indicated by brackets.

Mandeville, Louisiana, Code of Ordinances  
APPENDIX C FEES AND FINES

<a href="#">Above 8"</a>	<a href="#">Determined and approved by City Council</a>
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[Volume Charge](#)

Gallons	Residential
First 3000 gallons	<del>\$10.00</del> <a href="#">(Included in demand charge above)</a>
<a href="#">3,001 to 10,000 gallons</a>	<a href="#">\$1.14 per 1,000 gallons</a>
<del>Next 16,000 gallons</del> <a href="#">10,001 to 25,000 gallons</a>	<del>\$1.71</del> <a href="#">per 1000 gallons</a>
<del>Next 30,000 gallons</del> <a href="#">25,001 to 50,000 gallons</a>	<del>\$2.57</del> <a href="#">per 1000 gallons</a>
All over 50,000 gallons	<del>\$5.13</del> <a href="#">per 1000 gallons</a>

Gallons	Commercial
First 3000 gallons	<del>\$0.00</del> <a href="#">(Included in demand charge above)</a>
All over 3,000 gallons	<a href="#">\$2.37 per 1,000 gallons</a>

Gallons	Irrigation
First 3000 gallons	<del>\$0.00</del> <a href="#">(Included in demand charge above)</a>
All over 3,000 gallons	<a href="#">\$3.85 per 1,000 gallons</a>

A late fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected.

**Sec. 17-15. Monthly municipal sewer system charges; calculation and levy thereof; collection of overdue charges.**

Gallons	Residential	Commercial
First 3000 gallons	<a href="#">\$12.00</a>	<a href="#">\$20.00</a>
All over 3,000 gallons	<a href="#">\$3.25 per 1000 gallons</a>	<a href="#">\$4.06 per 1000 gallons</a>

[A late fee of twenty-five dollars \(\\$25.00\) will be charged the consumer, in addition to all other charges, interest, and penalties collected.](#)

	Existing Sewer Users	New Sewer Customers	Overdue Charges
Residential Customers	<a href="#">\$12.00</a>	<a href="#">\$12.00</a>	<a href="#">\$25.00</a>
Nonresidential Customers	<a href="#">\$20.00</a>	<a href="#">\$20.00</a>	<a href="#">\$25.00</a>

**Sec. 17-29. Special fees for citizens sixty-five years of age or older.**

Mandeville, Louisiana, Code of Ordinances  
APPENDIX C FEES AND FINES

Fee	Price
Water Fee	\$5.00/month
Garbage & Trash Collection Fee	\$6.00/month
Sewerage Fee	\$4.00/month
Any other designated special fee	50% of normally levied fee or \$1.00, whichever is greater

Customers who qualify for the special fees who are not connected to the municipal water system shall be levied and billed the aggregate total of other municipal services not to exceed eight dollars (\$8.00) per month.

DIVISION 19

PLANNING AND DEVELOPMENT (COMPREHENSIVE LAND USE REGULATION ORDINANCE)

**CLURO 1.9.5. Penalty**

*Penalty for any violation of CLURO:* Any person violating any provision of these regulations shall be guilty of a misdemeanor, and deemed a public nuisance and upon conviction shall be punished for each separate offense by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment, or as provided in Section 1.9 of the Code of Ordinances of the City of Mandeville, whichever is greater. Each day any violation of any provision of these regulations shall continue shall constitute a separate offense.

**4.3.1.4. Fees for Requests to Amend the Official Zoning Map.**

Request	Amount
R-1, R-1X or R-2 Zoning	\$75.00 per acre or fraction thereof, up to a maximum of \$1,500.00
R-3, MH, O/R or B-3 Zoning	\$150.00 per acre or fraction thereof, up to a total maximum of \$2,100.00
B-1, B-2, B-4, PM-1, PM-2, Planned	\$250.00 initial processing fee, plus \$150.00 per District, M-1, M-2, or Industrial Zoning acre up to ten (10) acres. For each acre or fraction thereof over 10 acres, \$10.00 per acre shall be charged.

**4.3.2.4. Application and Fee.**

(j) *Application Fee for Special Use Permit:* Application fee of fifty (\$50.00) dollars per acre site or fraction thereof shall be submitted in conjunction with an application for a Special Use Permit.

**4.3.4.2. Fees for Filing Appeals and Variance Requests.**

Type of Fee	Cost
Appeal to the Zoning Commission Fee	\$25.00
Variance Request Fee	\$75.00

**4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.**

Type of Fee	Cost
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Mandeville, Louisiana, Code of Ordinances  
APPENDIX C FEES AND FINES

Application Fee	\$15.00
Renewal Fee	\$10.00

**5.1.9. Penalty for Failure to Obtain a Permit or Required Inspections and Reinspection of Failed Systems. (2)**

*Failure to Obtain an Approved Inspection Prior to Pouring of Slab/Footing*

Number of Penalties	Penalty
1 <sup>st</sup> Offense	\$500 and letter from LA Licensed Civil Engineer
2 <sup>nd</sup> Offense	\$1,000 fine and letter from LA Licensed Civil Engineer
3 <sup>rd</sup> Offense	\$1,000 fine and removal of the structural slab or footing

*Reinspection Fees*

Number of Reinspection	Fee/Penalty
1 <sup>st</sup> Reinspection	\$40.00
2 <sup>nd</sup> Reinspection	\$80.00
3 <sup>rd</sup> Reinspection	\$120.00
4 <sup>th</sup> Reinspection	\$240.00
5 <sup>th</sup> Reinspection	Citation and "stop work" order issued

**5.2.5.4. Sewer and Water Impact Fees.**

Impact Type	Sewer Fee	Water Fee
Residential Impact Fee	\$900.00 per residential unit	\$1100.00 per residential unit
Non-Residential Impact Fee	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots

**5.2.5.5. Water and Sewer Connections Fees.**

1. *Water Connection Fees:*

¾" tap	<del>\$315.00</del> <u>\$600.00</u>
1" tap	<del>\$420.00</del> <u>\$800.00</u>
1.5" tap	<del>\$520.00</del> <u>\$1,000.00</u>
2" tap	<del>\$650.00</del> <u>\$1,200.00</u>
Contractors deposit	<del>\$100.00</del> (Maximum \$90.00 refundable based on use) <u>Same as meter deposit and based on required meter size.</u>
Water connection inspection fee	<del>\$25.00</del> <u>\$50.00</u>

2. *Sewer Connection Fees:*

4" tap	<del>\$300.00</del> <u>\$1,000.00</u>
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Mandeville, Louisiana, Code of Ordinances  
APPENDIX C FEES AND FINES

6" tap	<del>\$400.00</del> <u>\$1,200.00</u>
Sewer connection inspection fee	<del>\$25.00</del> <u>\$50.00</u>

3. Reduction of Fee: The City may reduce the normal connection fee charged by the City from ~~\$300.00~~ \$1,000 to ~~\$125.00~~ \$500 for residences mentioned in section 17-29(a) of the City Code. Owner must bear the cost of extending the sewer line to connect to the City's clean-out at the property line.

**5.5. FEES FOR BUILDING PERMIT APPLICATIONS.**

<b>5.5.1 General Structure of Fees for Development Permits for Buildings</b>	
If estimated construction cost is less than \$5,000.00	\$40.00 for each required inspection
Plan Review Fee for all Building Permits	10% of the building permit fee
<b>5.5.2. Fees for Development Permits.</b>	
Minimum Permit Fee	\$40.00
Single, 2-family, and townhome dwellings	multiply the under-beam square footage of the construction by thirty (\$0.30) cents
Commercial, multi-family, and combined use structures	multiply the under-beam square footage of the construction by thirty-five (\$0.35) cents
Demolition	\$100 plus \$500 streets bond
Moving Building	\$100 plus \$500 streets bond
<b>5.5.3. Required Building Permit Fees for Minor Remodeling and Renovation.</b>	
Minor Remodel/Renovation requiring electrical wiring, plumbing or structural change	\$40.00 per required inspection
<b>5.5.5. Required Fees for Tree and Shrub Removal Permits for Other Than R-1, R-1X and R-2 Districts.</b>	
Landscape installations and tree and shrub removal	\$40.00
Minimum Permit Fee	\$40.00
<b>5.5.6. Required Fee for Clearing Permit.</b>	
Clearing permit	\$50.00
Inspection of site clearing work	\$50.00
<b>5.5.7 Required Fees for Single- and Two-Family Residential Accessory Use Permits.</b>	
Accessory structure for single and two family residential use	\$40.00
Accessory structures such as, but not limited to, pools, fences, or masonry walls; storage buildings and detached structures; fixed or movable marquees and awnings	\$40.00 per required inspection
<b>5.5.8. Required Fees for Electrical, Mechanical, Plumbing, and Fuel Gas Permits and Inspections.</b>	
Electrical, mechanical, plumbing, and fuel gas permits	\$40 for inspection plus \$2.00 for each fixture, circuit, combustion producing device, device utilizing a chimney or duct, or any other separate fixture, fitting, or system requiring inspection.
<b>5.5.9. Fees for Public Improvement Permits.</b>	

Mandeville, Louisiana, Code of Ordinances  
APPENDIX C FEES AND FINES

Public Improvement Permit	\$40 for each required inspection plus a non-refundable plan review fee of ten percent of the total value of construction
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**5.8.1.5. Fees and Renewal.**

Contractor	Initial Fee	Renewal Fee
General	\$250.00	\$50.00
Sign Erector	150.00	50.00
Electrical	50.00	20.00
Mechanical	50.00	20.00
Plumbing	50.00	20.00
Roofing	50.00	20.00
Landscaping/Tree Removal	50.00	20.00
Other Trade Subcontractor	50.00	20.00
Self Contractor	50.00	20.00

**8.2.3.5. Lodging (Transient)—Short-Term Rentals.**

(8) Short-Term Rental Permit Fees

Type of Short-Term Rental	Initial Application Fee	Renewal Fee
Bed and Breakfast Residence	\$250.00	\$125.00
Bed and Breakfast Inn	\$450.00	\$225.00
Whole House Rental	\$700.00	\$350.00

**9.2.5.16. Violations.**

Prohibited Act	Penalty
Removal of tree without or in violation of a permit.	\$500.00 per tree

**9.3.3. Optional Parking Mitigation Fee; Use of Funds.**

Number of Parking Spaces	\$1,200 per space
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**12.4.1. [Subdivision application and associated fees.]**

1. Low-Density Residential Subdivision (One- and Two-Family Homes).

Subdivision over 5 acres	\$5,000.00 + \$100.00 per lot.
Subdivisions less than 5 acres	\$250.00 per lot.
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

2. High-Density Residential and Non-Residential Subdivisions.

Mandeville, Louisiana, Code of Ordinances  
APPENDIX C FEES AND FINES

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Subdivisions/Resubdivisions	\$0.05 per square foot of area.
Non-Residential Subdivisions/Resubdivisions	\$5,000.00 plus \$1,000.00 per acres or fraction thereof for every acre over 2.5 acres

3. Fees for Application of High-Density Residential and Non-Residential Subdivisions.

Application for tentative approval	20%
Application for preliminary approval	60%
Application for final approval	20%
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

4. Minor Subdivisions/Resubdivisions (No Utilities).

Application Fee	\$300.00
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