

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

**ORDINANCE NO. 23-34**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO REVISE IN THE CODE OF ORDINANCES, ARTICLE “I” FINANCIAL OVERSIGHT COMMITTEE, SECTIONS 18-1, COMPOSITION AND QUALIFICATIONS; SECTION 18-2 DUTIES AND RESPONSIBILITIES; AND SECTION 18-3 MEETINGS AND TERMS OF THE MANDEVILLE FINANCIAL OVERSIGHT COMMITTEE AND TO PROVIDE FOR RELATED MATTERS**

**WHEREAS**, the City Council established The Mandeville Financial Oversight Committee (“MFOC”) for the purpose of providing guidance and financial direction to the City Council under Ordinance No. 12-20; and

**WHEREAS**, transparency in government functions, that provide greater visibility and understanding to the public, is an important precondition for good government; and

**WHEREAS**, the City Council from time to time needs to update and revise the scope of duties and responsibilities of the MFOC in order to effectively accomplish their financial councilmanic function; and

**WHEREAS**, the City Council desires to amend the language in sections 18-1, 18-2 and 18-3 of Article 1 - Financial Oversight Committee to read as follows:

**Sec. 18-1. - Composition; qualifications.**

The Mandeville Financial Oversight Committee is to be comprised of no more than two (2) council members to be appointed by the **Council Chairman** ~~mayor pro tem~~, three (3) **City of Mandeville** citizens with a background in finance, accounting, or business administration appointed by the city council, ~~one (1) ex-officio~~ **and two (2) members** of the administration who may be the mayor **and/or** his designee., ~~one (1) ex-officio City of Mandeville citizens member appointed by the city council, with all ex-officio members being non-voting members.~~

**Sec. 18-2. - Duties and responsibilities.**

1. Establish guidelines for the budgetary process as set forth in the State Governmental Accounting Standards Board guidelines (GASB)
2. ~~Examine the re-dedication of the Special Sales Tax and make a recommendation to the City Council.~~ **Study the City’s current Fiscal Year budget and provide any recommendations**
3. ~~Examine the use of restricted sales tax dollars.~~ **Using the most recent Financial Forecast, develop a recommended roadmap for future spending, including possible contingencies**
4. ~~Examine the feasibility of the use of performance indicators in the budget as necessary and germane.~~ **Review the recent Water and Sewer Rate Study Report and provide any**

- recommendations for possible adjustments.
5. ~~Establish monthly reporting requirements to be reported to the Council at the second City Council meeting of each month by the Finance Director~~ **Review Personnel Costs, including, but not limited to, pay structure and benefits and provide any recommendations**
  6. ~~Participate in hiring a CPA, on behalf of the City Council, to perform an audit of the aforementioned items or other audits as authorized under City Charter to be conducted within the time period prescribed by the Council or on an as needed basis.~~ **Review and recommend the prioritization of future capital projects**
  7. ~~prior to April 1<sup>st</sup> of each year, the committee shall make any recommendations as the mechanics of the administration of the budget~~ **Review the current budget format and provide recommendations so the presented budget is all-inclusive and easier to comprehend.**
  8. Research any financial matter that the Mandeville City Council deems appropriate by a simple majority vote.

### **Sec. 18-3. - Meetings; terms.**

The Financial Oversight Committee shall ~~meet monthly through the end of March 2013, and then starting in April 2013, the committee will~~ determine the frequency of meetings on an as-needed basis. ~~Initially, citizen committee members shall serve staggered terms of one (1), two (2), and three (3) years. After the initial rotation, new citizen committee members shall serve three-year terms. All council committee members shall serve terms of two (2) years and all committee members shall serve no more than three (3) consecutive terms.~~ The chairman of the committee shall be a member of the city council and shall **be selected by the Financial Oversight Committee.** ~~serve as chairman for one (1) year at a time, not serving as chairman for two (2) consecutive years.~~

**THEREFORE, BE IT ORDAINED THAT** , the City Council hereby amends and reordains Article I, Sections 18-1, 18-2 and 18-3 of the Code of Ordinance to read as follows:

### **Sec. 18-1. - Composition; qualifications.**

The Mandeville Financial Oversight Committee is to be comprised of no more than two (2) council members to be appointed by the **Council Chairman**, three (3) **City of Mandeville** citizens with a background in finance, accounting, or business administration appointed by the city council, **and two (2) members** of the administration who may be the mayor **and/or** his designee.

### **Sec. 18-2. - Duties and responsibilities.**

1. Establish guidelines for the budgetary process as set forth in the State Governmental Accounting Standards Board guidelines (GASB)
2. **Study the City's current Fiscal Year's and provide any recommendations.**
3. **Using the most recent Financial Forecast, develop a recommended roadmap for future spending, including possible contingencies.**

4. Review the recent Water and Sewer Rate Study Report and provide any recommendations for possible adjustments.
5. Review Personnel Costs, including, but not limited to, pay structure and benefits and provide any recommendations.
6. Review and recommend the prioritization of future capital projects.
7. Review the current budget format and provide recommendations so the presented budget is it is all-inclusive and easier to comprehend.
8. Research any financial matter that the Mandeville City Council deems appropriate by a simple majority vote.

**Sec. 18-3. - Meetings; terms.**

The Financial Oversight Committee shall determine the frequency of meetings on an as-needed basis. Citizen committee members shall serve three-year terms. The chairman of the committee shall be a member of the city council and shall be selected by the Financial Oversight Committee.

**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:	0
NAY:	0
ABSTENTIONS:	0
ABSENT:	0

and the ordinance was declared adopted this \_\_\_th day of \_\_\_\_\_, 2023.

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

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

# 2024

## MEETING DATES OF THE MANDEVILLE CITY COUNCIL

MANDEVILLE CITY HALL  
3101 East Causeway Approach, Mandeville  
6:00 P.M.

January 11, 2024  
January 25, 2024  
February 8, 2024  
February 22, 2024  
March 14, 2024  
March 28, 2024  
April 11, 2024  
April 25, 2024  
May 9, 2024  
May 23, 2024  
June 13, 2024  
June 27, 2024  
July 11, 2024  
July 25, 2024  
August 8, 2024  
August 22, 2024  
September 12, 2024  
September 26, 2024  
October 10, 2024  
October 24, 2024  
November 21, 2024  
December 12, 2024



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



**Liquor License Application**

- Liquor license to be issued to: Croissant, LLC
- Legal name(s): Individual, Partners, or Corporation Croissant, LLC
- Apply for: Class "A"  Class "B"  / High Content  Low Content  / Restaurant
- Business location address: 1301 N. Causeway Blvd Mandeville LA 70471  
 Telephone (985) 334-0974
- Mailing address Same
- Contact Person ARAW Poux Phone Number (985) 334-0974
- E-Mail Address: aw@croissant.com Fax Number ( ) Web Address ( )
- 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	% Owned	
A. <u>ARAW Poux</u>	<u>Member</u>	[REDACTED]	<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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- Does applicant hold State or City of Mandeville liquor license for current year at any other location? No If yes: Name \_\_\_\_\_ Location: \_\_\_\_\_
- Has applicant applied for state liquor license? Yes
- Has the applicant ever been denied a state or local liquor license? No
- Is premise located in an area where the sale of liquor is prohibited by local or state laws? No
- Is applicant the owner of the premises to be occupied? Yes  
 If no, does applicant hold a bona fide written lease? \_\_\_\_\_ (Supply copy of lease with application.)
- If premises leased, give name and address of lesser. \_\_\_\_\_
- Describe the part of the building to be occupied by business: 100%
- Open date for this location 07/01/23
- Describe in detail your business. i.e.: Type of sales, activity, or service you perform:  
Bakery - 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: Member  
 Signature of Preparer [Signature] Date 07/17/23



**ST. TAMMANY FARMER**

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

**PROOF OF PUBLICATION**

The herein attested matter was published in ST. TAMMANY FARMER, a weekly newspaper of general circulation in the Parish of St. Tammany, Louisiana.

*[Handwritten signature]*

13 Sep 2023

M. Marie McChristian

Notary Public ID#88293

State of Louisiana

My Commission Expires: Indefinite

**PUBLIC NOTICE**

We are applying to the Office of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of St. Tammany, at the following address:  
Croissant, LLC,  
d/b/a Croissant,  
1301 N Causeway  
Blvd., Mandeville,  
LA 70471, Alain  
Poux, Owner. 9/6,  
9/13, 2T. 52776



## INTEROFFICE MEMO

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**TO: Kristine Scherer  
Kathleen Sides**

**FROM: Alia Casborné**

**DATE: November 6, 2023**

**SUBJECT: Special Events Application Recommendations**

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

**City of Mandeville -Winter on the Water Parade & Festival**

*Applicant: Alia Casborné*

Date/Time: Saturday, December 2, 2023 – 3:00 p.m

Rain Date: N/A

Location: Mandeville Lakefront (See map)

***Approval Requests:***

- Route Approval
- MPD Detail
- Permission to apply for ATC Permit

***Contingencies:***

- Route Approval
- MPD Detail Approval
- ATC Permit

**Our Lady of the Lake – Pro-Life Chain Event**

*Applicant: John Lodge*

Date/Time: Saturday, January 20, 2023 – 1:00 p.m – 2:00 p.m.

Rain Date: N/A

Location: Mandeville Lakefront (See map)

***Approval Requests:***

- Route Approval
- No police detail per MPD

**Contingencies:**

- Route Approval
- COI Naming the City of Mandeville an additional insured
- Agrees to not block streets, interstates or sidewalk

**Old Mandeville Business Association**

*Applicant: Shane Mutter*

Date/Time: Friday, December 1, 2023 – 5:00 p.m – 9:00 p.m.

Rain Date: Friday, December 8, 2023 5:00 p.m – 9:00 p.m

Location: Girod Street (See map)

**Approval Requests:**

- Route Approval
- MPD Detail
- Permission to apply for ATC Permit

**Contingencies:**

- Route Approval
- MPD Detail Approval
- ATC Permit
- COI naming City of Mandeville additional insured

**Old Mandeville Business Association**

*Applicant: Shane Mutter*

Date/Time: Saturday, December 9, 2023 – 10:00 a.m – 4:00 p.m.

Rain Date: Sunday, December 16, 2023 – 10:00 a.m – 4:00 p.m.

Location: Girod Street (See map)

**Approval Requests:**

- Route Approval
- MPD Detail

**Contingencies:**

- Route Approval
- MPD Detail Approval
- COI naming City of Mandeville additional insured

**Attachments**



City of Mandeville  
3090 E. Causeway Approach  
Mandeville, LA 70448



[www.cityofmandeville.com](http://www.cityofmandeville.com)  
Telephone: (985) 624-3127 or 624-3147  
Fax: (985) 624-3128

Mayor Clay Madden

### SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group City of Mandeville  
Name of Authorized Representative Alia Casborné Non-Profit/Tax-Exempt # \_\_\_\_\_  
Mailing Address 675 Lafitte Street  
City Mandeville State LA Zip 70448  
Applicant Phone # 985-624-3147 Alt. Phone # 985-630-0440  
E-Mail acasborne@cityofmandeville.com Application Fee Paid? \_\_\_ YES \_\_\_  NO

Name of Event: Winter on the Water (WOW) Santa Parade & Festival  
Date(s) of Event: Day Saturday Date 12/ 02 /23 Time 4:00p - 7:00p Rain Dates(s) No Rain Date  
Event Location: Lakeshore Drive from Harbor to Gazebo (See attached map)  
Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
Description/Purpose of Event Parade and music at the Gazebo Estimated Attendance 800

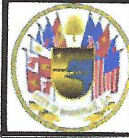
#### EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
2	Is the event open to the public?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
5	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
6	Will alcohol be consumed, distributed, or sold at this event?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
7	Will food be distributed, prepared or sold at this event?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
8	Will there be canopies or tents?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
9	Will there be vendor booths? Merchandise or product sales?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
10	Are you planning to have inflatable attractions, games or rides?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
11	Will there be bleachers, stages, fencing or other structures?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

**Please thoroughly read the details outlined in this application  
and in the Special Events Guidelines.**



City of Mandeville  
3090 E. Causeway Approach  
Mandeville, LA 70448



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Telephone: (985) 624-3127 or 624-3147  
Fax: (985) 624-3128

12	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
13	Will there be security staff? <span style="margin-left: 100px;">MPD</span>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
14	Are you planning to have amplified sound?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will you need access to power or water? (please circle)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16	Will there be any signs, banners, decorations, or special lighting?	<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. Please indicate if you have obtained the required liability insurance for this event. If so, is a copy included with this application? \_\_\_YES \_\_\_ NO

**\*\*The insurance certificate must be delivered to the City Clerk at least thirty (30) days prior to the event.\*\***

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 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 completed this application. He/She has read the Special Events Application and Guidelines, and agrees to comply with the requirements and guidelines as stated under penalty of fines set forth by ordinance.

Signature

Printed Name Alia Casborne

Organization City of Mandeville

Title of Office Director, Cultural Development & Events Date 10/23/2023

\*Any expenses required of the applicant must be paid in advance at least 15 days prior to the event.\*





**SPECIAL EVENTS DEPARTMENT USE ONLY**

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

\_\_\_\_\_ Fee received Date \_\_\_\_\_

Certificate of Insurance? YES \_\_\_\_\_ NO \_\_\_\_\_

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	_____	_____
Public Works	_____	_____
<b>TOTAL COSTS</b>	_____	

Recommendation of Special Events Committee:

*Police Detail for Parade*

Approved:

*L.C. Madden*  
\_\_\_\_\_  
Mayor Clay Madden

*10-23-23*  
\_\_\_\_\_  
Date

**City Council Approval**

Alcohol Permit:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

Waiver of Lakefront Food & Drink Ordinance:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_



# MANDEVILLE POLICE DEPARTMENT

## Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: 4:00 (Link up @ 3:00 p.)

2. Location of event: Lakeshore & Jackson

3. Will the event take place on a public roadway?  YES NO

4. Are you requesting public streets be blocked off?  YES NO

5. Are you requesting that Police be present during the event?  YES NO

6. Are you paying for a Police detail?  YES NO

7. If you answered yes to number 6, how many officers? \_\_\_\_\_

8. Name and contact number of Event official?

Aha Casborne - 985-624-3147

9. Will alcoholic beverages be present?  YES NO

10. Expected number of people at event? 1000





City of Mandeville  
3101 East Causeway Approach  
Mandeville, Louisiana 70448  
985-626-3144 985-626-7929 Fax

**SPECIAL EVENT**  
**LIQUOR LICENSE APPLICATION**

1. Liquor license to be issued to: City of Mandeville  
(Organization, Business or Individual)
2. Class A (on premises) Liquor \_\_\_\_\_ Wine  Beer
3. Name of Event Winter on the Water Festival
4. Location of event Lake Shore Drive Ozarko  
Telephone 985) 624-3147
5. Date of Event (limit of 3 consecutive days) 12/2/23 Rain Date N/A
6. Time each day 4:00
7. Type of Event Festival & Parade Number Attending Event 1000+
8. Mailing address 675 Lafitte Street, Mandeville, LA 70448
9. Organization Chairman or Contact Person Alia Casborne  
Phone Number 985) 624-3147 E-Mail Address: acasborne@cityofmandeville.la.gov  
Fax Number ( ) \_\_\_\_\_ Web Address \_\_\_\_\_
10. List of Officers or Owners. The list of names below should each furnish a notarized Schedule "A". City Event
- | A | Name             | Title          | SSN               |
|---|------------------|----------------|-------------------|
|   | Resident Address | City State Zip | Home Phone Number |
- | B | Name             | Title          | SSN               |
|---|------------------|----------------|-------------------|
|   | Resident Address | City State Zip | Home Phone Number |
- | C | Name             | Title          | SSN               |
|---|------------------|----------------|-------------------|
|   | Resident Address | City State Zip | Home Phone Number |
11. Is premises owned by applicant? Yes. If no, attach copy of lease or contract.
12. Does applicant hold State or City of Mandeville liquor license for current year at any other location? N/A If yes: Name \_\_\_\_\_ Location: \_\_\_\_\_
13. Has the applicant ever been denied a state or local liquor license? \_\_\_\_\_

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

Signature of Applicant Alia Casborne Title: Director

Signature of Preparer \_\_\_\_\_ Date \_\_\_\_\_



City of Mandeville  
675 Lafitte Street Mandeville,  
LA 70448



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Fax: (985) 624-3128

Mayor Clay Madden

### SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Our Lady of the Lake Knights of Columbus Council 9240  
Name of Authorized Representative John Lodge Non-Profit/Tax-Exempt # 72-1062954  
Mailing Address 108 Blue Heron Drive  
City Mandeville State LA Zip 70471  
Applicant Phone # 985 674-4266 Alt. Phone # 985 373-6895  
E-Mail jw-tclodge@att.net Application Fee Paid?  YES  NO

Name of Event: Mandeville Stands for Life - A Pro-Life Life Chain Event  
Date(s) of Event: Day 01/20/2024 Date  / /  Time 1:00-2:00 PM Rain Dates(s) N/A  
Event Location: Hwy 190 between St. Ann Dr/Meadowbrook Blvd & Causeway Overpass (see attached map)

Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: Life Chain

Description/Purpose of Event Participants hold pro-life signs on roadside to raise awareness Estimated Attendance 100

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

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<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 type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
10	Will there be canopies or tents?	<input type="checkbox"/> Yes	<input 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?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



City of Mandeville  
 675 Lafitte Street  
 Mandeville, LA 70448



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 Fax: (985) 624-3128

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?	<input type="checkbox"/> Yes	<input checked="" 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: 

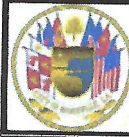
Printed Name: John W. Lodge / Fr Doug Buseh

Organization Represented: Our Lady of the Lake Knights of Columbus Council 9240

Office Held Deputy Grand Knight / Pastor Date 10/23/23

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 DEPARTMENT USE ONLY**

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

Fee received Date \_\_\_\_\_

Certificate of Insurance? YES \_\_\_\_\_ NO \_\_\_\_\_

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

DO NOT block sidewalks or busy intersections  
-NO Police detail needed

Approved:

L. Clay Madden  
Mayor Clay Madden

10-23-23  
Date

**City Council Approval**

Alcohol Permit:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

Waiver of Lakefront Food & Drink Ordinance:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_







## Mandeville “Stands for Life!” Life Chain - January 21, 2023

### Mandeville - Life Chain Event

1:00 – 2:00 PM

Join Our Lady of the Lake Knights of Columbus (Council 9240) & Respect for Life Ministry as we stand for life along the roadside waving signs in the form of “life chains,” serving as a witness for the unborn and their mothers to share our pro-life message with fellow citizens. We will be joining other communities across Louisiana who will be conducting “life marches” as well.

Location - Highway 190 between St. Ann Drive/Meadowbrook Blvd and Causeway/Hwy 190 Off-Ramp / N. Causeway On-Ramp (at the Causeway overpass) – see attached map. We will meet prior to the event, beginning at 12:30, to distribute pro-life signs at the following staging areas:

- Beside Chase Bank (St. Peter Council 12906)  
3500 US-190 W, Mandeville, LA 7047, Mandeville, LA.
- Next to El Paso Mexican Grill (Our Lady of the Lake – Council 9240)  
3410 U.S. Hwy 190, Mandeville, LA 70471
- Next to Bippo’s Place for Smiles (Our Lady of the Lake – Respect Life Ministry)  
2935 U.S. Hwy 190, Mandeville, LA 70471
- Between Starbucks & Party City (Our Lady of the Lake – Council 9240)  
3601 & 3371 U.S. Hwy 190, Mandeville, LA 70471

Note: These locations are marked as **purple dots** on the map below.  
After the event, we will collect the signs at these same locations for reuse at future events.





City of Mandeville  
675 Lafitte Street Mandeville,  
LA 70448



[www.cityofmandeville.com](http://www.cityofmandeville.com)  
Telephone: (985) 624-3127 or 624-3147  
Fax: (985) 624-3128

Mayor Clay Madden

### SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Old Mandeville Business Association  
Name of Authorized Representative Shane Mutter, President Non-Profit/Tax-Exempt # \_\_\_\_\_  
Mailing Address 136 Lafitte Street  
City Mandeville State LA Zip 70448  
Applicant Phone # 985-966-3736 Alt. Phone # \_\_\_\_\_  
E-Mail events@haggerty.media Application Fee Paid? Yes YES \_\_\_ NO

Name of Event: Sips of the Season  
Date(s) of Event: Day Friday 12/11 Date \_\_\_ / \_\_\_ / \_\_\_ Time 5-9pm Rain Dates (s) Friday, Dec. 8  
Event Location: Girod Street starting at Lakeshore Drive ending at/before Woodrow  
Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
Description/Purpose of Event Christmas Stroll for Local Businesses Estimated Attendance 1500

#### 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?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>6</u>	
7	If you are requesting Police, will they need to direct traffic?	<input checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input checked="" type="checkbox"/> Yes	<input 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?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



City of Mandeville  
675 Lafitte Street  
Mandeville, LA 70448



[www.cityofmandeville.com](http://www.cityofmandeville.com)  
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Fax: (985) 624-3128

14	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will there be security staff?	<input checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
18	Will there be any signs, banners, decorations, or special lighting?	<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: 

Printed Name: Shane C. Matter

Organization Represented: Old Mandeville Business Association

Office Held President Date \_\_\_\_\_

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 DEPARTMENT USE ONLY**

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

Fee received Date 10/26/23


Certificate of Insurance? YES \_\_\_\_\_ NO \_\_\_\_\_ TB updated

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

MPD signage & hours (10 police officers)  
\_\_\_\_\_  
\_\_\_\_\_

Approved:

  
Mayor Clay Madden

10-23-23  
Date

**City Council Approval**

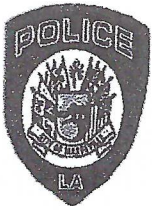
Alcohol Permit:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

Waiver of Lakefront Food & Drink Ordinance:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_





# MANDEVILLE POLICE DEPARTMENT

## Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: 5:00-9:00

2. Location of event: Grand St

3. Will the event take place on a public roadway?  YES  NO

4. Are you requesting public streets be blocked off?  YES  NO

5. Are you requesting that Police be present during the event?  YES  NO

6. Are you paying for a Police detail?  YES  NO

7. If you answered yes to number 6, how many officers? 6

8. Name and contact number of Event official?

Shawn Mutter

Patrick

9. Will alcoholic beverages be present?  YES  NO

10. Expected number of people at event? ~1500

**City of Mandeville**  
**3101 East Causeway Approach**  
**Mandeville, Louisiana 70448**  
**985-626-3144 985-626-7929 Fax**

**SCHEDULE "A"**

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.

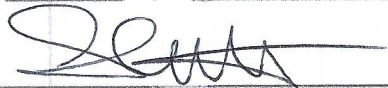
1. Trade Name of Business Old Mandeville Business Association
  2. What is your name? Shane Mutter
  3. Residence address? 11111 10448
  4. Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_
  5. Sex Male Race white Driver License# \_\_\_\_\_
  6. Are you a citizen of the United States and the State 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? | <u>NO</u> |                  |           |        |
- | Name | Placed Used | Date |
|------|-------------|------|
|      |             |      |

**AFFIDAVIT**

I swear (or affirm), that I have read each of the questions in this Schedule "A" 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 "A" affidavit is a ground for denial of a license.

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Applicant

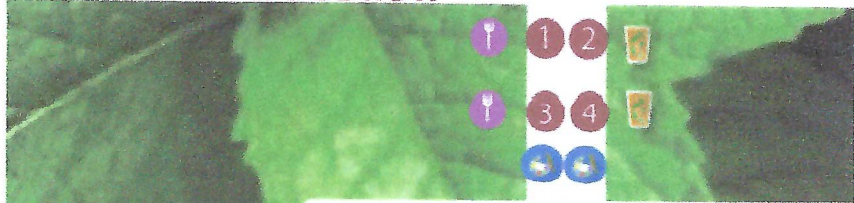


# Historic Old Mandeville

GIROD STREET

MONTGOMERY

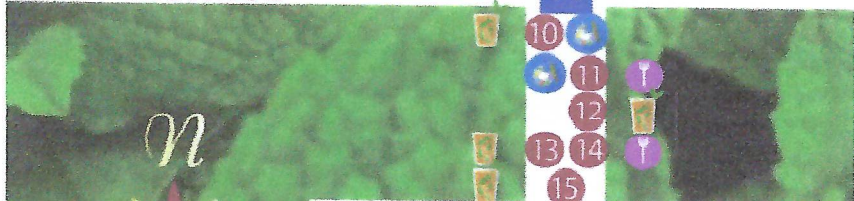
WOODROW



LIVINGSTON



MONROE



MADISON



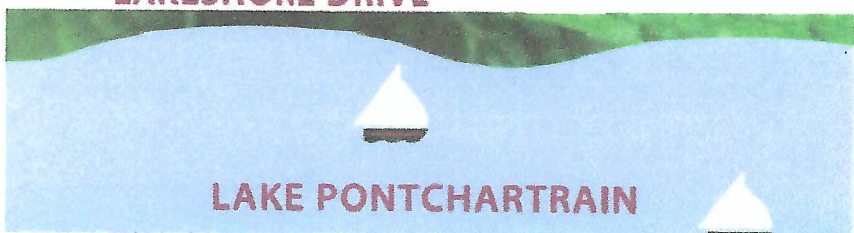
JEFFERSON



CLAIBORNE



LAKESHORE DRIVE



LAKE PONTCHARTRAIN



City of Mandeville  
675 Lafitte Street Mandeville,  
LA 70448



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Mayor Clay Madden

### SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Old Mandeville Business Association  
Name of Authorized Representative Shane Mutter, President Non-Profit/Tax-Exempt # \_\_\_\_\_  
Mailing Address 136 Lafitte Street  
City Mandeville State LA Zip 70448  
Applicant Phone # 985-966-3736 Alt. Phone # \_\_\_\_\_  
E-Mail events@haggerty.media Application Fee Paid? Yes YES \_\_\_ NO

Name of Event: Christmas Past Festival  
Date(s) of Event: Day 12/19/23 Date  / / Time 10-4pm Rain Dates(s) Sunday  
Event Location: Girod Street starting at Lakeshore Drive ending at/before Woodrow

Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
Description/Purpose of Event Family Christmas Stroll for Local Bus Estimated Attendance 1500

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

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>6</u>	
7	If you are requesting Police, will they need to direct traffic?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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12	Are you planning to have inflatable attractions, games or rides?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



City of Mandeville  
675 Lafitte Street  
Mandeville, LA 70448



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Telephone: (985) 624-3127 or 624-3147  
Fax: (985) 624-3128

14	Do you plan to provide portable toilets? * See Guidelines*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will there be security staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16	Are you planning to have amplified sound?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
18	Will there be any signs, banners, decorations, or special lighting?	<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.

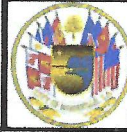
The undersigned applicant, by signature below, shall hold harmless the City of Mandeville, its officers, agents, and employees and shall indemnify and, if requested, defend the City, its officers, agents, and employees for any claim or injury to property or persons that may arise as a result of any activity 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:   
Printed Name: Shane C. Mutter  
Organization Represented: Old Mandeville Business Association  
Office Held President Date \_\_\_\_\_

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 DEPARTMENT USE ONLY**

Any expenses required of the event organizer must be paid in advance at least 30 days prior to event date.

\_\_\_\_\_ Fee received Date \_\_\_\_\_

Certificate of Insurance? YES \_\_\_\_\_ NO \_\_\_\_\_

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	_____	_____
Fire District #4	_____	_____
Public Works	_____	_____
<b>TOTAL COSTS</b>	_____	

Recommendation of Special Events Committee:

Work with Police for signage (Friday afternoon)  
to Police officers

Approved:

*C. Clay Madden*  
Mayor Clay Madden

10-23-23  
Date

**City Council Approval**

Alcohol Permit:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_

Waiver of Lakefront Food & Drink Ordinance:

\_\_\_\_\_ Yes \_\_\_\_\_ No Date Approved: \_\_\_\_\_





# MANDEVILLE POLICE DEPARTMENT

## Special Event Addendum

Special Events requiring a Police presence are either paid by the Event at a detail rate, or in rare instances, are paid by the City after approval by the Mayor and/or Council. In order to facilitate your Special Event application, please answer the following questions:

1. Beginning and end time of event: 10a - 4p

2. Location of event: Girard St (See map)

3. Will the event take place on a public roadway?  YES  NO

4. Are you requesting public streets be blocked off?  YES  NO

5. Are you requesting that Police be present during the event?  YES  NO

6. Are you paying for a Police detail?  YES  NO

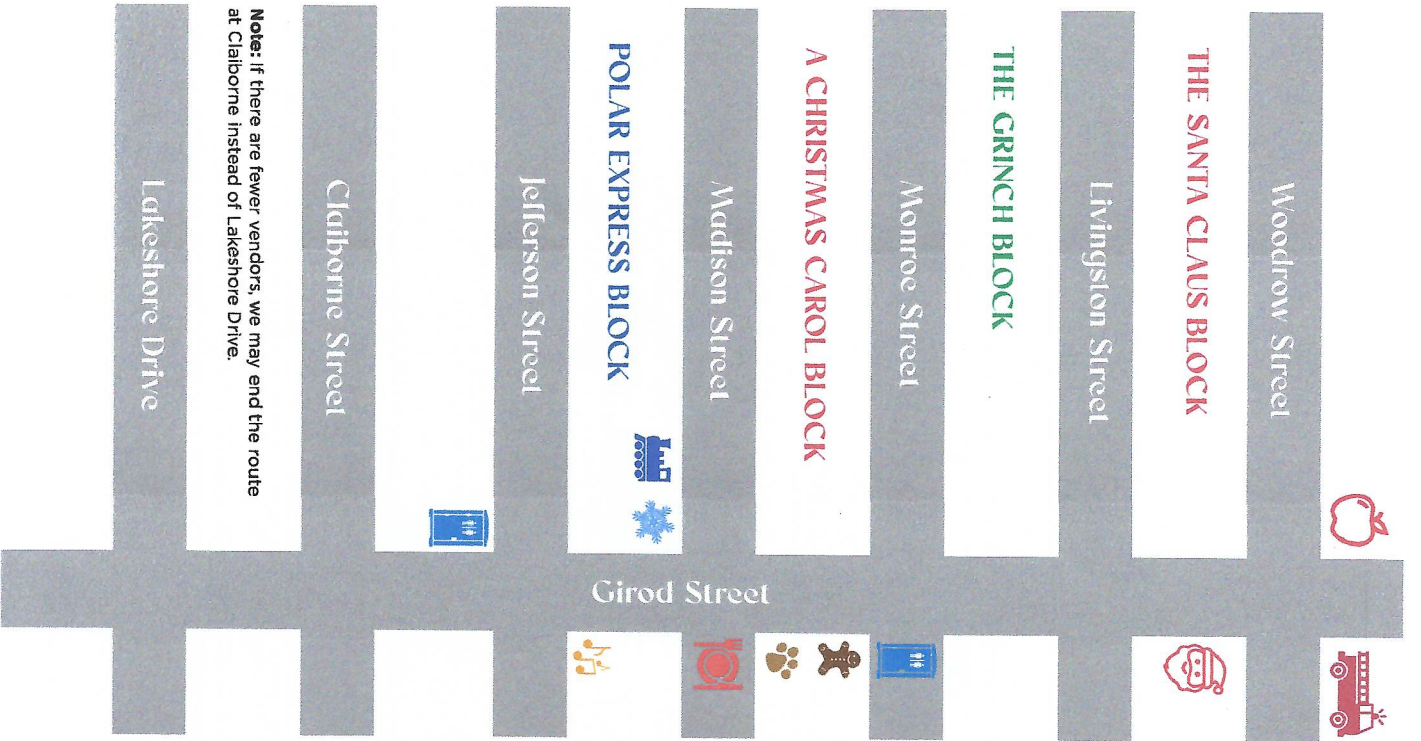
7. If you answered yes to number 6, how many officers? 6

8. Name and contact number of Event official?

Shane Mutter

9. Will alcoholic beverages be present? YES  NO

10. Expected number of people at event? ~1500



**Note:** If there are fewer vendors, we may end the route at Claiborne instead of Lakeshore Drive.

	Fire Station #4
	Community Market
	Restrooms
	Live Music
	Santa Claus
	Pet Adoptions
	Children's Village
	Snowy Streets
	Train Ride
	Food Court with Live Music

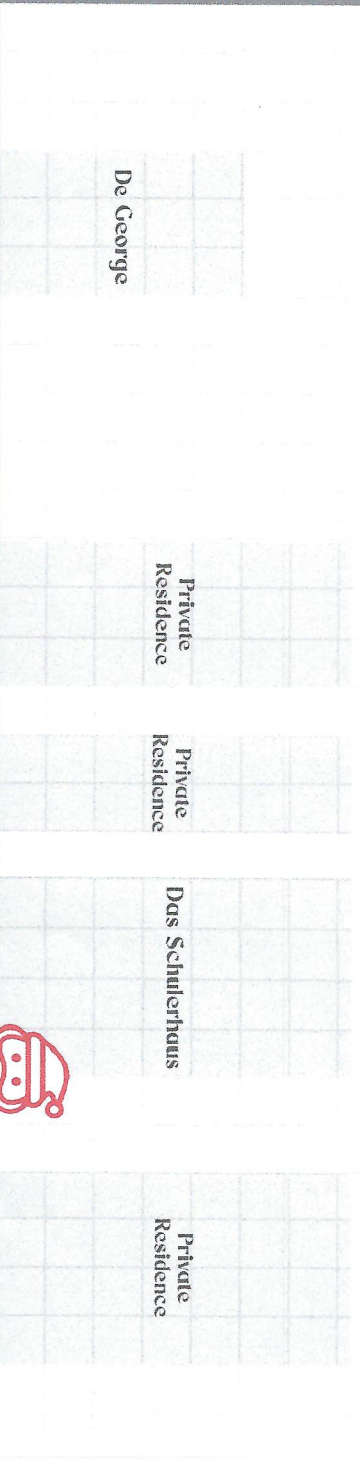
**EVENT SCHEDULE:**

- 9AM-4PM Road Closure
- 10AM-3PM Christmas Past Festival
- 11AM-2PM Band in Food Court
- Live Music



Old Rail

Trailhead



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20

Sidewalk

Sidewalk

Livingston Street

# THE SANTA CLAUS BLOCK

Total Booths 20





Livingston Street

Private Residence

Private Residence

Private Residence

Private Residence

Geaux Title

21 22 23 25 26 27 29 30 31 32 33 34 35 36 37 X 38 39 40 41 42 43 44 45 46

Sidewalk

Sidewalk

Hambone

Blue Haron B&B

Rustly Pelican

Restaurants/Food Port O Lets

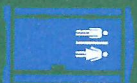
Signage for Block 1

Corner/End: 26 Total Booths

# THE GRINCH BLOCK



Monroe Street





Madison Street

Open  
Business

Yoga  
Studio

Skin Care  
Cottage

Law Office

Private  
Residence

Private  
Residence

Flamingeaux Coffee

Private  
Residence

Private  
Residence

Band

75 76 77 78 79

80 81 82 83 84

85 86 87

88 89 90

91 92 93 94 95

Sidewalk

Sidewalk

Jefferson Street

Cameo



Music



Signage for Block 1

# POLAR EXPRESS BLOCK

Total Booths: 21







Monroe Street

Children's  
Village

Private  
Residence

Mandeville  
Animal  
Hospital

Mommy &  
Me

Private  
Residence

Parking  
Lot

47 48 49 50 51 53 54 55 56 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74

Sidewalk

Sidewalk

 Port O Lets  
Registration

 Signage for Block 1

Total Booths: 26

# A CHRISTMAS CAROL BLOCK



Madison Street



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

**RESOLUTION NUMBER 23-43**

***A RESOLUTION OF THE MANDEVILLE CITY COUNCIL  
ENDORING THE APPLICATION OF ROBERT FARRIS (2529 LAKESHORE DRIVE,  
MANDEVILLE, LOUISIANA) FOR PARTICIPATION IN THE RESTORATION TAX  
ABATEMENT PROGRAM PROJECT NO. 2023-0315-RTA***

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

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

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

**WHEREAS**, the following described property has been submitted to the City Council of the City of Mandeville for review of participation in the Restoration Tax Abatement Program, said property being described as municipal address 2529 Lakeshore Drive, Mandeville, LA owned by Robert Farris

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Mandeville in due, regular and legal session convened, after consideration, the City Council hereby endorses the application of Robert Farris for participation in the Restoration Tax Abatement Program, Application Project No. 2023-0315-RTA, for the structure located at 2529 Lakeshore Drive, Mandeville, LA

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

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

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

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

***RESOLUTION NO. 23-44***

***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, Kristine Scherer, 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: 0  
NAYS: 0  
ABSENT: 0  
ABSTENTIONS:0

And the resolution was declared adopted this \_\_\_th day of November, 2023.

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

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

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

**RESOLUTION NO . 23-45**

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE CITY OF MANDEVILLE  
WATER AND WASTEWATER UTILITY RATE STUDY DATED OCTOBER 2023 PREPARED  
FOR THE LOUISIANA DIVISION OF ADMINISTRATION TO SATISFY THE  
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND  
THE LOUISIANA DIVISION OF ADMINISTRATION FOR THE WATER SECTOR  
PROGRAM GRANT AND PROVIDING FOR OTHER MATTERS IN CONNECTION  
THEREWITH**

**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.

**NOW THEREFORE BE IT RESOLVED** that the City of Mandeville Council, does hereby accept the results of Water and Wastewater Utility Rate Study dated October 2023 and will implement the summary of actions in the rate study.

**BE IT FURTHER RESOLVED,** the City of Mandeville Council does hereby authorize the Mayor of City of Mandeville to sign and execute the required documentation of acceptance form in the Water and Wastewater Utility Rate Study Dated October 2023 and any amendments thereof, and any other documents as required by the Louisiana Division of Administration.



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

YEAS:

NAYS:

ABSENT:

The Resolution was declared adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

# Facility Planning and Control

## State of Louisiana

Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

July 27, 2023

The Honorable L. Clay Madden, Mayor  
City of Mandeville  
3101 E. Causeway Approach  
Mandeville, LA 70448  
Email: moneil@cityofmandeville.com

Re: Police Department Building,  
Planning and Construction  
(St. Tammany)  
FP&C Project No. 50-MH8-23-01

Dear Mayor Madden:

I am pleased to advise you that the referenced project has received State Capital Outlay funding. The Capital Outlay Act requires that appropriations for Non-State Entities be administered by the Office of Facility Planning and Control (FPC) under Cooperative Endeavor Agreements (CEA).

Attached you will find the CEA for the above referenced project, including a State Funding Summary. Please note the following:

- Please verify that the name of the signatory on behalf of City of Mandeville is spelled correctly.
- FPC requires your Federal Tax Identification Number before it will process invoices for payment. Please verify that this number as shown on the State Funding Summary of Project Funding is correct.

Please return the following items to our office at your earliest convenience:

- Two (2) duplicate originals of the CEA, being careful to sign, include two (2) witness signatures, and date each agreement. Please print single-sided and on legal size paper.
- Two (2) copies of the State Funding Summary, one attached to each CEA.
- A completed Vendor Request Form
- A signed W-9 form
- A copy of a Resolution designating an individual from City of Mandeville, to act on behalf of City of Mandeville, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of City of Mandeville, and not a contracted consultant. This resolution is a prerequisite for the disbursement of State funds.

Please forward the requested documents to:

Daina Kroll  
Office of Facility Planning and Control  
Post Office Box 94095  
Baton Rouge, LA 70804-9095

Upon final execution of the CEA, a fully executed original will be returned to City of Mandeville.


The **Non-State Entity Capital Outlay Administrative Guidelines** are available online on the FPC website at <https://www.doa.la.gov/doa/fpc/project-administration-non-state/>. You will need this guide as a reference during the CEA development process, as well as throughout the term of the project. The "**Capital Outlay Guidelines**" by reference will become part of the CEA between City of Mandeville and FPC. Please follow the directions as described in the cover letters of the material sent to you.

Please understand that while funding has been granted, City of Mandeville does **not** have full use of, nor statutory authority to spend or obligate any of the funds until such time as the CEA has been fully executed and all of the CEA's provisions met, including all contractual pre-approvals required by FPC's project manager.

If you have not already done so, please register with the State as a Vendor in order to receive funds. To do so, log-on to the FPC website at: <https://www.doa.la.gov/doa/fuc/> and under **Quick Links**, click on **LaGov Vendor Self-Registration**. There you will find the information on how to self-register your entity. If you need help with the registration process, please call (225) 342-8010 or send an email to [vending@la.gov](mailto:vending@la.gov).

If you have any questions, please feel free to contact Rene Becnel, 504-568-8849 or [rene.becnel@la.gov](mailto:rene.becnel@la.gov).

Sincerely,



Daina Krill  
Administrative Director

DK:ck

Enclosures

c: Jordyn Major, [CapitalOutlay@la.gov](mailto:CapitalOutlay@la.gov), via email w/attachments  
Rene Becnel, via email w/attachments





COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE STATE OF LOUISIANA and  
CITY OF MANDEVILLE  
Police Department Building, Planning and Construction  
(*St. Tammany*)  
FP&C Project No. 50-MHS-23-01

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the STATE OF LOUISIANA (State), herein represented by ROGER E. HUSSER, JR., DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA), and CITY OF MANDEVILLE (Entity), a political subdivision of the State, herein represented by L. CLAY MADDEN, MAYOR do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only; and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II  
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended. The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III  
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a Public Purpose and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

#### ARTICLE IV USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

#### ARTICLE V ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

#### ARTICLE VI PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et. seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

#### ARTICLE VII COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practice. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

#### ARTICLE VIII CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner

of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

## **ARTICLE IX HOLD HARMLESS AND INDEMNITY**

**9.1** The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Entity hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

**9.2** Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

**9.3** The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

## **ARTICLE X DISBURSEMENT OF FUNDS**

**10.1** After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

**10.2** If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

**10.3** The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

**10.4** In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

## **ARTICLE XI OWNERSHIP OF PROPERTY**

**11.1** The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

**11.2** The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.



ARTICLE XII  
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, AI-30, AE, A99, AH, VO, VI-30, VE,V, ZM, or E.

ARTICLE XIII  
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV  
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV  
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI  
AVAILABILITY OF  
FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII  
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII  
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24:513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24:513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any

Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

**18.3** The Entity agrees to comply with the provisions of La. R.S 24:513 (H)(2)(a) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

**ARTICLE XIX**  
**REQUIRED MATCH**

**19.1** Pursuant to LA R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in LA R.S. 39:112(E)(2)(a) or (b).

**ARTICLE XX**  
**AMENDMENT OF**  
**AGREEMENT**

**20.1** Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

**ARTICLE XXI**  
**REVISIONS TO STATE FUNDING SUMMARY**

**21.1** FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

**ARTICLE XXII**  
**PROJECT CLOSEOUT**

**22.1** The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

**22.2** Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, **this** \_\_\_\_\_ day of \_\_\_\_\_ 2023,

at \_\_\_\_\_ Louisiana.

WITNESSES:

STATE OF LOUISIANA

\_\_\_\_\_  
FP&C Witness #1 Sign Here

BY: \_\_\_\_\_  
ROGER E. HUSSER, JR.  
FP&C DIRECTOR  
DIVISION OF ADMINISTRATION

\_\_\_\_\_  
FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_ 2023,

at \_\_\_\_\_ Louisiana.

WITNESSES:

CITY OF MANDEVILLE

\_\_\_\_\_  
Entity Witness #1 Signature

BY: \_\_\_\_\_  
L. CLAY MADDEN  
MAYOR

\_\_\_\_\_  
Entity Witness #1 Printed Name

\_\_\_\_\_  
Entity Witness #2 Signature

\_\_\_\_\_  
Entity Witness #2 Printed Name





## ATTACHMENT 1 - RATE STUDY SUMMARY OF ACTIONS

**Community Water System:** MANDEVILLE WATER SUPPLY

**PWSID:** LA1103023

**Rate Study Completed by:** Manchac Consulting Group; Andrew Alleman, P.E.

**Date Rate Study Presented:** September 2023

In accordance with the Community Water System Accountability Rule Financial Sustainability Requirements (LAC 51:XII.409), this rate study was completed by a qualified entity and was presented to the legally responsible person for the community water system on the date in this document. The summary of actions to be completed by the community water system with recommended dates for the completion of the recommended actions are shown in Table 1.

**Table 1: Summary of actions to be completed by the Community Water System**

<b>Action Description</b>	<b>Recommended date of completion</b>
Implement the proposed rate adjustments through 2028 through an adjustment to the Monthly water service charges in the Code of Ordinances	Start of FY 2024
Perform an annual review of the rates (Can be done internally or by a Louisiana Department of Health approved qualified entity).	Annually
Perform a rate study by a Louisiana Department of Health approved qualified entity in 2028, or sooner if the annual review determines a rate adjustment is needed to meet the financial sustainability requirements of the Community Water System Accountability Rule (LAC 51:XII, Chapter 4)	September 2028

**ATTACHMENT 2 - RATE STUDY ACCEPTANCE DOCUMENTATION**

**Community Water System:** MANDEVILLE WATER SUPPLY

**PWSID:** LA1103023

**Rate Study Completed by:** Manchac Consulting Group; Andrew Alleman, P.E.

**Date Rate Study Presented** September 2023

In accordance with the Community Water System Accountability Rule Financial Sustainability Requirements (LAC 51:XII.409), this rate study was completed by a qualified entity and was presented to the legally responsible person for the community water system on the date in this document. The decision was made to implement or reject the rate analysis findings as documented below.

**The rate analysis findings as presented in the rate study report attached will be**

**IMPLEMENTED**

Or

**REJECTED**

**Legally Responsible Person:** \_\_\_\_\_

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

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

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

This document provides the documentation of this decision for submittal to the Louisiana Department of Health (LDH) in accordance with the Community Water System Accountability Rule Reporting Requirements (LAC 51:XII.411). The Rate Study with this document may be submitted to LDH via email at [Water.Grade@la.gov](mailto:Water.Grade@la.gov) by January 31 to be considered for additional points for the water system grade.



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

**RESOLUTION NO. 23- 46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO NEGOTIATE A PURCHASE AGREEMENT FOR THE ACQUISITION OF 1.3 ACRES LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE, LOUISIANA AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council of the City of Mandeville is desirous of LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 Mandeville, Louisiana, for the purpose of taking it out of commerce, creating recreational and green space, and using it for drainage, absorption, and other purposes deemed appropriate by the City; and

**WHEREAS**, the subject property is approximately 1.3 acres bounded by Monroe Street to the north and Carroll Street to the east; and,

**WHEREAS**, the owner of said property Chris Trepagnier is desirous to sell said property; and,

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mandeville that the Mayor, be and is hereby authorized and empowered to negotiate a purchase agreement with the owner for the City's acquisition of 1.3 acres, LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 Mandeville, Louisiana, and to take all steps deemed prudent in the negotiation of said purchase agreement. The purchase agreement shall be subject to the City Council adopting the appropriate ordinances authorizing the acquisition of the property and appropriate sufficient funds to complete the purchase. The purchase agreement shall be in such form and may contain such other terms and conditions as the Mayor, at his discretion, deems necessary or advisable to effect the acquisition of the property.

**BE IT FURTHER RESOLVED** that the Clerk of this Council be and 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 Resolution.

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

AYES:0

NAYS:0  
ABSENT:0  
ABSTENTION:0

And the resolution was declared this \_\_\_th day of November 2023.

---

Kristine Scherer  
Clerk of Council

---

Jason Zuckerman  
Council Chairman

Property address, street, city, state, zip

## ADDENDUM

The following terms are added to the Louisiana Agreement to Purchase dated 10/26/2023 (the "Agreement") between Buyer and Seller attached hereto. If any of the handwritten terms on this Addendum vary or conflict with the preprinted portions of the Agreement, the handwritten portions of this Addendum shall control.

### REFERENCE LINE NUMBERS FOR EACH POINT FROM AGREEMENT

Purchase is contingent on approval of the Mandeville City Council.

Except for Felicity Kahn, RE/MAX Alliance (Buyer's Broker), each party hereby represents and warrants to the other that such party has incurred no liability to any real estate broker or agent with respect to the payment of any commission regarding the consummation of the transaction contemplated hereby. At the Closing, the Seller shall pay a commission of THREE PERCENT (3%) of gross sales price to Buyer's Broker. It is agreed that if any claims for commissions or fees, including brokerage fees, finder's fees, or commissions, are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim and such party shall indemnify, defend and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees, finder's fees, or agents' commissions or other compensation asserted by any person, firm, or entity in connection with this Agreement or the transactions contemplated hereby.

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

Print Seller's Full Name

Day Date Time AM/PM

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

Clay Madden  
Print Buyer's Full Name

Day Date Time AM/PM

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

Print Seller's Full Name

Day Date Time AM/PM

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

Print Buyer's Full Name

Day Date Time AM/PM



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

### LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

_____ Listing Firm	<b>RE/MAX ALLIANCE</b> _____ Selling Firm
_____ Seller's Designated Agent Name ("Seller's agent") & License Number	<input type="checkbox"/> Dual Agent <b>FELICITY KAHN</b> _____ <b>0995686787</b> Buyer's Designated Agent Name ("Buyer's agent") & License Number
_____ Brokerage Name & License Number	<b>RE/MAX ALLIANCE</b> _____ <b>0995688505</b> Brokerage Name & License Number
_____ Agent Phone Number	<b>504-723-4320</b> _____ Agent Phone Number
_____ Brokerage Phone Number	<b>985-674-5612</b> _____ Brokerage Phone Number
_____ Email Address	<b>FELICITY@FELICITYKAHN.COM</b> Email Address
Name of Agent Receiving Agreement from Designated Agent Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Agreement transmitted by <input checked="" type="checkbox"/> electronic _____ <input type="checkbox"/> hand delivery <input type="checkbox"/> other _____	
Signature of Designated Agent Receiving Agreement Day _____ Date _____ Time _____ AM/PM	
Comments _____	

### Electronic Notice Authorization

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

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

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER.

The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

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

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



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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1 **PROPERTY DESCRIPTION:** I/ We offer and agree to Buy/Sell the property at:  
 2 (Municipal Address) 407 & 411 Carroll Street  
 3 City Mandeville; Zip 70448; Parish St Tammany; Louisiana,  
 4 (Legal Description) LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE  
 5 \_\_\_\_\_ on lands and grounds measuring approximately (# 1.3 Acres)  
 6 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements,  
 7 together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite  
 8 dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom  
 9 mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window  
 10 covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all  
 11 doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas  
 12 logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned  
 13 by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be  
 14 conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price are  
 15 transferred without any warranty and have no value: \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 \_\_\_\_\_  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_

25 All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are  
 26 in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in  
 27 lines 2 through 24 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_

33 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.  
 34 ZERO (0%) of the mineral rights owned by the SELLER are to be reserved and  
 35 retained by the SELLER. The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use.

BUYER	SELLER
BUYER	SELLER
BUYER	SELLER
BUYER	SELLER

42 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting  
 43 the Property for the sum of SEVEN HUNDRED TEN THOUSAND DOLLARS (\$ 710,000.00) (the "Sale Price").

45 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on  
 46 JANUARY 15, 2024, or before if mutually agreed upon. Any change of the date for execution of the Act of  
 47 Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as  
 48 required by Louisiana statute LA R.S. 22:532 et seq.

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

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



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

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

51
52 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

53
54  This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 343-352 or the
55 attached addendum shall apply.

56
57  This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price
58 contingent on the BUYER'S sale of any property.

59
60 **FINANCING:**

61
62  **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

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

- 69
70  Fixed Rate Mortgage  FHA Insured Mortgage
71  Adjustable Rate Mortgage  Owner Financing
72  Rural Development  Bond Financing
73  VA Guaranteed Mortgage  Conventional Mortgage
74  Other \_\_\_\_\_

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

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

93
94 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other
95 dues owed to homeowners' associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale
96 costs, abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise
97 stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid
98 by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners'
99 associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written
100 agreement, as of the date of the Act of Sale, are to be paid by the SELLER.

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

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





PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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101 APPRAISAL: [ ] This sale is NOT conditioned on appraisal. [X] This sale IS conditioned on the appraisal of the Property being not less than
102 the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater
103 than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the
104 BUYER shall provide the SELLER with a copy of the appraisal within THREE (#3) calendar days of receipt of same, along with
105 the BUYER'S written request for the SELLER to reduce the Sale Price. Within THREE (#3) calendar days after the SELLER'S
106 receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the
107 appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a
108 new Sale Price.

109
110 DEPOSIT: Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions
111 of this Agreement, and the BUYER or the BUYER'S agent shall deliver within 72 hours, upon notice of acceptance of the offer, the BUYER'S
112 deposit (the "Deposit") in the amount of (\$ ) or (%) of the Sale Price to
113 be paid in the form of:

- 114 [ ] Cash (\$ ) [ ] Certified Funds (\$ )
115 [ ] Check (\$ ) [ ] Electronic Transfer (\$ )
116 [X] No Deposit

117 The Deposit shall be held by [ ] Listing Broker [ ] Selling Broker [ ] Other

118
119 DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII Section 2717 requires that funds received in a
120 real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security
121 deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed
122 otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account
123 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding
124 the funds. I have read the attached addendum and acknowledge the Broker is not legally required to disburse a security deposit in accordance
125 with LAC 46:LXVII.2901 when a third party holds the Deposit.

126
127 BUYER SELLER
128 BUYER SELLER
129 BUYER SELLER
130 BUYER SELLER
131

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

137
138 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence
139 of the following events:

- 140
141 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and Inspection Period as set forth in lines 195
142 through 250 of this Agreement;
143
144 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 88 through 92
145 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
146
147 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines
148 88 through 92;
149
150 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale
151 Price as set forth in lines 101 through 108 of this Agreement;

152
BUYER'S Initials BUYER'S Initials Page 4 of 10 SELLER'S Initials SELLER'S Initials
BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials



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153 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 165 through 169 of this
154 Agreement;

155
156 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 251
157 through 261;

158
159 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM,
160 and the BUYER terminates the agreement as a result thereof;

161
162 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the
163 BUYER terminates the agreement as a result thereof.

164
165 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,
166 and unpaid special assessments from the SELLER **within five calendar days** of acceptance of the Agreement. Special assessments shall mean
167 an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will
168 have **five calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security
169 deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

170
171 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to be constructed, check one:

172
173  A new home construction addendum, with additional terms and conditions, is attached.

174
175  There is no new home construction addendum.

176
177 **PROPERTY CONDITION:**

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

182
183 **DUE DILIGENCE AND INSPECTION PERIOD:**

184 If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing
185 on the first day after acceptance of this Agreement and expiring  EIGHTY  (#80 ) calendar
186 days after commencement OR upon the date and time the BUYER'S Request to the SELLER is received as set forth in line 216 *whichever is*
187 *earlier*. The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The due
188 diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property
189 or all utilities are not provided by the SELLER.

190
191 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to timely provide written notice of

192 termination or a written BUYER'S Request as described in lines 202 through 250 below prior to the expiration of the DDI Period shall be
193 deemed as acceptance by the BUYER of the Property's current condition.

194
195 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made by

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

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



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202 BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the
203 results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI
204 Period:

205
206 OPTION 1:

207
208 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

209
210 Effect of the BUYER'S Termination the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the
211 Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the
212 BUYER.

213
214 OPTION 2:

215
216 A. The BUYER may present a single, complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").

217
218 B. If the BUYER selects Option 2, the following process shall apply:

219
220 1. (a) SELLER'S Response to BUYER'S Request: If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the
221 SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. Seller's written response shall be
222 provided to the BUYER within 72 hours of receipt of the BUYER's Request ("SELLER'S Response").

223
224 (b) Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request: If the SELLER fails to timely respond to the
225 BUYER'S Request in writing within the required time frame, then the BUYER shall have 72 hours from when the SELLER'S Response
226 was due to notify the SELLER in writing that the BUYER will:

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

229
230 (c) Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond: If the BUYER fails to provide
231 this notice (lines 224 through 229) in writing within the required time frame, the Agreement shall be automatically, with no further
232 action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

233
234
235 2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to remedy any or all
236 the deficiencies listed by the BUYER, then the BUYER shall have 72 hours from receipt of the SELLER'S Response or 72 hours from
237 the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The
238 BUYER'S Response shall be provided to the SELLER in writing.

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

243
244 (b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond to the SELLER'S
245 Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso
246 facto null and void except for return of Deposit to the BUYER.

247
248
249 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional
250 deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

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

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





PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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251 **PRIVATE WATER/SEWERAGE:**

252  
253  There is/are \_\_\_\_\_ (#\_\_\_\_\_) private water system(s) servicing only the primary residence, and the attached private  
254 Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

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

258  
259  There is NO private septic/treatment system(s) servicing only the primary residence.

260  
261  There is NO private water system(s) servicing only the primary residence.

262  
263 **HOME SERVICE/WARRANTY:**

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

266 Home Service Warranty will be ordered by \_\_\_\_\_.

267 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection  
268 clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made  
269 aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due  
270 to their rejection of such a plan.

271  
272 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

273  
274  A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims  
275 or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq.

276  
277  B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold  
278 and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any  
279 claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of  
280 Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without warranty  
281 of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall  
282 be made a part of the Act of Sale.

283  
284  C. NEW HOME WARRANTIES. Notwithstanding lines 274 through 282 and irrespective of whether A or B above is checked, if the Property  
285 is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141  
286 et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a  
287 "home" as defined in the New Home Warranty Act.

288  
289 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 94  
290 through 100). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s)  
291 upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than  
292 THIRTY \_\_\_\_\_ (#\_30\_) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and  
293 free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall  
294 be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable  
295 title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the  
296 Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

297  
298 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property **within five calendar days** prior to the Act of Sale, or  
299 occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s)  
300 and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate  
301 access to the Property.

BUYER'S Initials   
BUYER'S Initials

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BUYER'S Initials

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SELLER'S Initials

SELLER'S Initials   
SELLER'S Initials



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

- 304
- 305 1) Termination of this Agreement
- 306 2) Specific performance
- 307 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 308

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

311  
312 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S  
313 option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

- 314
- 315 1) Termination of this Agreement
- 316 2) Specific performance
- 317 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 318

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

321  
322 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real property is  
323 available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that  
324 the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related  
325 hazards.

326  
327 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana  
328 Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register  
329 pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments  
330 serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to  
331 Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

332  
333 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is available at the FEMA  
334 website <https://msc.fema.gov/portal>.

335  
336 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

337  
338 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing  
339 and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at  
340 11:59 p.m. in Louisiana.

341  
342 **ADDITIONAL TERMS AND CONDITIONS:**

343 \_\_\_\_\_

344 \_\_\_\_\_

345 \_\_\_\_\_

346 \_\_\_\_\_

347 \_\_\_\_\_

348 \_\_\_\_\_

349 \_\_\_\_\_

350 \_\_\_\_\_

351 \_\_\_\_\_

352 \_\_\_\_\_

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

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



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

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

356 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage,
357 room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a
358 particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are
359 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect
360 the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s)
361 provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and
362 cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
363 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and
364 Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's
365 hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood
366 destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
367 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

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

- 369  Contingency for Sale of the BUYER'S Other Property Addendum
- 370  Condominium Addendum
- 371  FHA Amendatory Clause
- 372  New Construction Addendum
- 373  Private Water/Sewerage Addendum
- 374  Deposit Addendum
- 375  SURVEY
- 376  ADDENDUM

377 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form
378 or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

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

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

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

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

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

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

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



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

399 **EXPIRATION OF OFFER:**

400 This offer is binding and irrevocable until FRIDAY 10/27, 2023 at 2:00 PM  AM  PM  NOON.

401 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 400 to be binding and effective.

X

X

Buyer's/  Seller's Signature

Buyer's/  Seller's Signature

X

X

Buyer's/  Seller's Signature

Buyer's/  Seller's Signature

Date/Time  AM  PM  NOON

Date/Time  AM  PM  NOON

**CLAY MADDEN FOR CITY OF MANDEVILLE**

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

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

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

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

This offer was presented to the  Seller  Buyer by \_\_\_\_\_

Day/ Date/ Time  AM  PM  NOON

This offer is:  Accepted  Rejected (without counter)  Countered (See Attached Counter) by:

X

X

Buyer's/  Seller's Signature

Buyer's/  Seller's Signature

X

X

Buyer's/  Seller's Signature

Buyer's/  Seller's Signature

Date/Time  AM  PM  NOON

Date/Time  AM  PM  NOON

**Chris Trepagnier**

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

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

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

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

This offer was presented to the  Seller  Buyer by \_\_\_\_\_

Day/ Date/ Time  AM  PM  NOON









# PROPERTY DESCRIPTIONS

## LOT 7A-1

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF MONROE STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET GO ALONG SAID RIGHT OF WAY OF CARROLL STREET SOUTH 30 DEGREES 39 MINUTES 56 SECONDS WEST A DISTANCE OF 266.28 FEET TO THE POINT OF BEGINNING.  
 FROM THE POINT OF BEGINNING GO SOUTH 59 DEGREES 39 MINUTES 32 SECONDS EAST A DISTANCE OF 266.45 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES 55 SECONDS WEST A DISTANCE OF 105.99 FEET; THENCE NORTH 59 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 267.37 FEET; THENCE NORTH 30 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 105.51 FEET BACK TO THE POINT OF BEGINNING.  
 HAVING AN AREA OF 28225.65 SQUARE FEET, 0.648 ACRES

## LOT 7A-2

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF MONROE STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET GO ALONG SAID RIGHT OF WAY OF CARROLL STREET SOUTH 30 DEGREES 39 MINUTES 56 SECONDS WEST A DISTANCE OF 371.79 FEET TO THE POINT OF BEGINNING.  
 FROM THE POINT OF BEGINNING GO SOUTH 59 DEGREES 33 MINUTES 21 SECONDS EAST A DISTANCE OF 267.37 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES 55 SECONDS WEST A DISTANCE OF 1.87 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 25 SECONDS WEST A DISTANCE OF 104.59 FEET; THENCE NORTH 59 DEGREES 21 MINUTES 02 SECONDS WEST A DISTANCE OF 267.59 FEET; THENCE NORTH 30 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 105.50 FEET BACK TO THE POINT OF BEGINNING.  
 HAVING AN AREA OF 28347.81 SQUARE FEET, 0.651 ACRES

*pg 2 of 2*

Resubdivision of  
 LOT 7A \* TOWN OF MANDEVILLE \* SQUARE 34  
 CITY OF MANDEVILLE  
 ST. TAMMANY PARISH, LOUISIANA  
 INTO  
 LOT 7A-1 & LOT 7A-2

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

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

**STATE OF LOUISIANA**  
 RANDALL W. BROWN  
 REG. NO. 04586  
 REGISTERED PROFESSIONAL SURVEYOR

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

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

Date: AUGUST 16, 2018  
 Survey No. 18505  
 Project No. (CR5) B18387.TXT  
 Scale: 1" = 60' ±  
 Drawn By: J.E.D.  
 Revised:

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

**ORDINANCE NO. 23-35**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MANDEVILLE TO REZONE A PORTION OF LOT 1, ALL OF LOTS 2 & 3 OF SQUARE 59 OF THE CITY OF MANDEVILLE, ST. TAMMANY PARISH, STATE OF LOUISIANA, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO I – INSTITUTIONAL DISTRICT; AND PROVIDING FOR FURTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the property to be rezoned is described as a portion of lot 1, all of lots 2 & 3 of Sq. 59, City of Mandeville, St. Tammany Parish, State of Louisiana, containing approximately 39,375 square feet as per the survey prepared by Randall W. Brown & Associates – Exhibit A dated February 17,2023; and

**WHEREAS**, St. Tammany Parish School Board, a political subdivision of the State of Louisiana, acquired a Portion of Lot 1 on February 7, 2023; Lot 2 on November 4, 2022, and Lot 3 on March 17, 2011, and;

**WHEREAS**, the St. Tammany School Board has requested to rezone the Property from its current zoning of R-1, Single Family Residential to I - Institutional District; and

**WHEREAS**, the property is across the north side of Livingston from Woodlake Elementary School;

**WHEREAS**, St. Tammany Parish is requesting to construct an overflow parking lot; currently the school does not have the ability to contain vehicles within the property.

**WHEREAS**, the rezoning of a portion of Lot 1, Lots 2 & 3 would allow the St. Tammany Parish School Board to construct a parking lot.

**BE IT ORDAINED** by the City Council of the City of Mandeville that a portion of Lot 1, All of Lot 2 & 3 of Square 59 as described below shall hereafter be zoned as I-Institutional District:

**PORTION OF LOT 1:**

A CERTAIN PIECE OR A PORTION OF GROUND, situated in the Town of Mandeville in the Parish of St. Tammany, State of Louisiana, described as part of Lot No. One (1), Square Fifty Nine (59) of said Town of Mandeville, measuring sixty two and a half (62 ½) feet fronting on Livingston Street by a depth of one hundred and twenty (120) feet, being a portion of the same lands acquired by William B. Lancaster from Mrs. Maggie Prieto, wife of lawful age of John Cuni, as per deed recorded in Conveyance Book 55, Page 299 of the official Records of St. Tammany

**LOT 2:**

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Square 59, Town of Mandeville, City of Mandeville, St. Tammany Parish, Louisiana, wherein subject property is more fully described as follows, to-wit:

Lot 2, Square 59, Town of Mandeville, City of Mandeville, St. Tammany Parish, Louisiana. Said Lot 2 measures

62.5 feet front on Livingston Street, having an equal width across the rear, by a depth of 250 feet, all between equal and parallel lines.

LOT 3:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, and its component parts, together with all buildings and improvements thereon; also. all rights, ways, means, privileges, servitudes, prescriptions, advantages, and appurtenances thereunto belonging or in anywise appertaining thereto designated and described as LOT 3, SQUARE 59, TOWN OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA, and being more fully described as follows:

Lot 3, Square 59 commences at a distance of 62.50 feet from the intersection of the westerly right of way line of Clausel and the northerly right of way line of Livingston Street and measures 62.50 feet front along Livingston Street, the same width in the rear by a depth of 255.0 feet (Title-250.0 feet) between equal and parallel lines. Square 59 is bounded by Livingston Street, Foy Street, Villere Street and Clausel Street.

**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:

ABSENT:

ABSTENTIONS:

and the ordinance was declared adopted this \_\_\_\_ day of \_\_\_\_\_ 2023

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Kristine Scherer  
Clerk of Council

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Jason Zuckerman  
Council Chairman



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**CITY OF MANDEVILLE PLANNING AND ZONING COMMISSION MEMORANDUM**

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**TO:** CITY COUNCIL

**FROM:** CARA BARTHOLOMEW, DIRECTOR OF PLANNING AND DEVELOPMENT

**SUBJECT:** ORDIN. 23-35 REZONING

**DATE:** OCTOBER 30, 2023

---

St. Tammany Parish School board submit a request for the rezoning of Sq. 59 a portion of Lot 1 and all of lots 2 & 3. The Planning and Zoning Commission held a work session on October 10<sup>th</sup> and a voting meeting on October 24<sup>th</sup>. The St. Tammany Parish School Board, being represented by Attorney Jeff Schoen stated Woodlake Elementary School is in dire need of overflow parking. The property is currently zoned R-1 Single Family Residence, this zoning district does not allow for surface parking lots. The applicant is requesting to change the zoning from R-1 Single Family Residential District to I-Institutional District to allow for the construction of an overflow parking lot for the Elementary School.

The Commission voted 7-0 to recommend approval of the request to the City Council.

***Attachments:***

***Ordinance 23-35***

***Case Summary Z-23-10-04***

***Survey***

**CASE SUMMARY SHEET**

**CASE NUMBER: Z23-10-04**

**DATE RECEIVED: September 15, 2023**

**DATE OF MEETING: October 3, 2023 and October 24, 2023**

**Address: Square 59 Portion of Lot 1, All of Lots 2 & 3**

**Subdivision: Old Town of Mandeville, Square 59 Portion of Lot 1, All of Lots 2 & 3**

**Zoning District: R-1 Single Family Residential District**

**Property Owner: St. Tammany Parish School Board**

**REQUEST: Z23-10-04 – St. Tammany Parish School Board requests the rezoning of two lots and a portion of a third lot designated R-1 Single Family Residential District to I Institutional District, Old Town of Mandeville, Square 59 Portion of Lot 1, All of Lots 2 & 3, R-1 Single Family Residential District, Square 59 Portion of Lot 1, All of Lots 2 & 3**

**CASE SUMMARY:**

The applicant owns the property being a portion of Lot 1 and all of Lots 2 and 3 in Square 59, located on the north side of Livingston Street, east of Foy Street, west of Clausel Street, and south of Villere Street. The property is irregular in shape, measuring 187.5' along Livingston St., 255' along the Clausel St. side, 125' along the north property line, then south for 135', west for 62.5', and south for 120' and has a square footage of 39,375 per a survey prepared by Randall Brown & Associates dated 2.17.23. The property is currently unimproved.

The applicant is requesting to rezone the property to Institutional to construct additional school parking for Woodlake Elementary School across the street. The parking requirements for Public and Private Primary and Educational Facilities are 2 per classroom plus 1 per faculty including administrative staff member, or the required kindergarten, elementary, parking spaces for any auditorium or middle & junior high schools gymnasium facility on the site, whichever is greater. A site plan showing the number of spaces has not been submitted. The site will be required to follow all parking and landscaping provisions regulated within the CLURO.

**CLURO SECTIONS:**

**7.5.1.1. Purpose of the R-1 District**

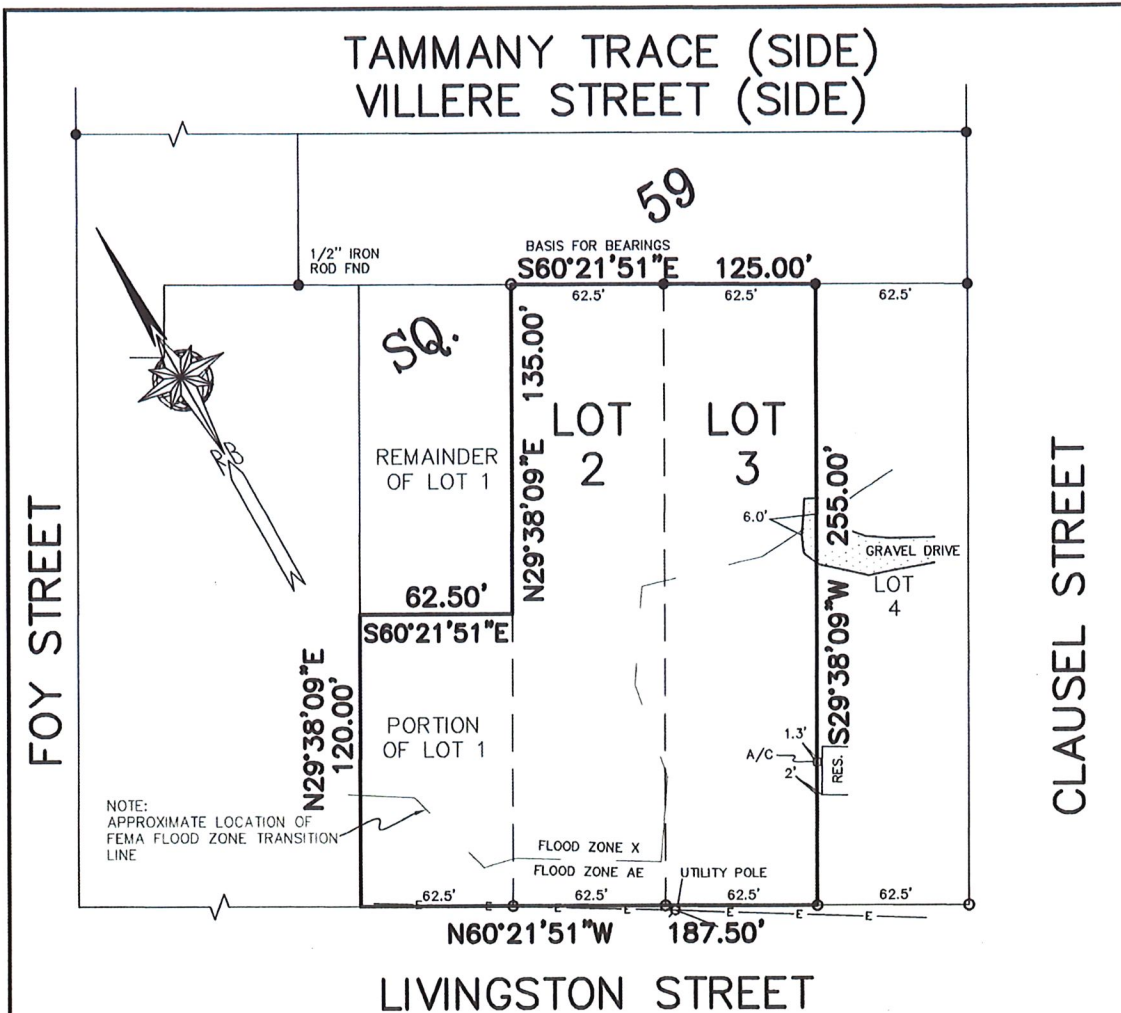
The R-1 Single-Family Residential Zoning District shall be for the purpose of providing low-density residential neighborhoods where single families occupy single-family detached dwelling units on individual lots in a healthy, safe and peaceful environment in combination with accompanying accessory uses and community oriented recreation and service facilities while being protected from the adverse impacts of incompatible land uses which belong in non-residential areas.

**7.5.6.1. Purpose of the Institutional District**

The purpose of the institutional district shall be to accommodate uses of a civic, religious, educational, institutional or public nature in areas that provide maximum accessibility for the public to utilize the facilities provided in the institutional district.







REFERENCE 1:  
SURVEY By Thomas J. Fontcuberto, PLS  
Job No.: 453356  
Dated: 8-4-2005  
REFERENCE 2:  
SURVEY By Land Surveying INC.  
Dated: 5-8-2009

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

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

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

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

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

Survey of  
LOTS 2, 3 & A PORTION OF LOT 1 \* SQUARE 59  
TOWN OF MANDEVILLE \* CITY OF MANDEVILLE  
ST. TAMMANY PARISH, LOUISIANA  
FOR: ST. TAMMANY PARISH SCHOOL BOARD

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

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

*Advance*

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

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

Date: FEBRUARY 17, 2023  
Survey No. 23042  
Project No. (CRS) A23042.TXT  
Scale: 1" = 60' ±  
Drawn By: RJB  
Revised:



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

**ORDINANCE NO. 23-36**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
MANDEVILLE CREATING SECTION 2.10 OF THE CODE OF  
ORDINANCES OF THE CITY OF MANDEVILLE, PARTICIPATION IN  
OPEN MEETINGS AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City Council encourages public participation during all of its public meetings and desires to establish policies and procedures consistent with State Law; and

**WHEREAS**, Act 393 of the 2023 Regular Session amended La. R.S. 42:17.2.1 and 42:14(E) to require public bodies to accommodate members of the public with a disability recognized by the Americans with Disabilities Act (ADA) such that those members of the public can participate during the open meetings; and

**WHEREAS**, the City Council desires to provide viable alternative methods for members of the public with an ADA recognized disability participation in public meetings; and

**BE IT ORDAINED** by the City Council of the City of Mandeville that Section 2.10 of the Code of Ordinances of the City of Mandeville be enacted to provide as follows:

**Sec. 2-10 Rules for Remote Participation in Open Meetings by Those with ADA-Recognized Disabilities**

**1. Members with ADA-Recognized Disabilities**

- a. Any member of the public with an ADA-recognized disability, who seeks accommodation to participate and vote in an open meeting of the municipality, or any member of the public with an ADA-recognized disability who seeks accommodation to observe and participate in an open meeting of the City of Mandeville, shall complete an application for participation and a medical certification of disability on forms provided by the City of Mandeville.**
- b. For members of the public who are granted accommodation for ADA-recognized disabilities pursuant to this section, the City of Mandeville shall inform a member of the public of the means by which they or their designated caregiver may observe and participate in the open meeting – whether by teleconference or video conference or other viable alternative methods- including the means by which they may submit public comments on agenda items prior to and/or during the open meeting.**

- c. For any meeting in which a councilman with ADA-recognized disabilities will participate remotely, the City of Mandeville shall post the agenda for the meeting in accordance with the Louisiana Open Meetings Law.
- d. Members of the municipal governing body who receive accommodation pursuant to this section for an ADA-recognized disability shall be allowed to participate by electronic means in an executive session convened in accordance with Louisiana’s Open Meetings Law. In no instance, however, shall any member of the public be allowed to observe or participate in an executive session of the governing body.
- e. The meeting’s presiding officer shall ensure that each person participating in the meeting is properly identified and that all parts of the meeting (excluding executive sessions) are clear and audible to all participants. The vote of every member of the governing body, including those participating by electronic means, shall be clearly identified and recorded in the minutes of the meeting.
- f. If a technical problem impairs the ability of the disabled member of the public or disabled member of the public body to participate in the meeting, the meeting shall be recessed until the problem is resolved. If the technical issue is not resolved within one hour, the meeting shall be adjourned, and the presiding officer will use all reasonable means to notify all participants of that fact.

**BE IT FURTHER ORDAINED** that the forms contemplated by Section 2-10 (1) (a) are the forms attached hereto as Exhibits 1 and 2;

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon the signature of the Mayor 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:

FOR:	0
AGAINST:	0
ABSTENTIONS:	0
ABSENT:	0

and the Ordinance was declared adopted this the \_\_\_<sup>TH</sup> day of \_\_\_\_\_, 2023.

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

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

Exhibit 1

**Application for Members of the Public to Participate Remotely in Public Meeting and Medical Certification of Disability**

<u>Applicant Information</u>	<u>Caregiver Information (if Caregiver will attend meeting on behalf of Applicant)</u>
<i>Applicant Full Name</i>	<i>Caregiver Full Name (if applicable)</i>
<i>Applicant Address</i>	<i>Caregiver Address</i>
<i>Applicant Cell Phone Number</i>	<i>Caregiver Cell Phone Number</i>
<i>Applicant Email Address</i>	<i>Caregiver Email Address</i>
<u>Meeting/Agenda Information</u>	
<i>Name, date, and time of meeting</i>	<i>Agenda item that you wish to provide comment</i>

Have you been diagnosed with a disability recognized by the Americans with Disabilities Act?

\_\_\_\_\_

Are you currently diagnosed with this disability? \_\_\_\_\_

How does the functional limitation caused by your disability affect your ability to attend the public meeting? \_\_\_\_\_  
\_\_\_\_\_

I am aware that submitting false or incomplete information on this form may subject me to penalties, including that I may be found ineligible to participate remotely in public meetings.

I hereby designate \_\_\_\_\_ (name of caregiver, if applicable) to attend on my behalf.

\_\_\_\_\_  
Applicant Signature (or mark if unable to sign)

\_\_\_\_\_  
Date of Signature (mm/dd/yyyy)

\_\_\_\_\_  
Caregiver Signature (if applicable)

\_\_\_\_\_  
Date of Signature (mm/dd/yyyy)



Exhibit 1

**Certification of Medical Professional**

- 1. I, \_\_\_\_\_ (Medical Professional's Name), am a medical professional and am currently licensed to practice in the United States of America in the field of \_\_\_\_\_.
  
- 2. My address is \_\_\_\_\_.
  
- 3. My office telephone number is \_\_\_\_\_.
  
- 4. I have examined and am familiar with \_\_\_\_\_  
(name of applicant).
  
- 5. I confirm that \_\_\_\_\_ (name of applicant) has a current, clinical diagnosis of a disability that is recognized by the Americans with Disabilities Act.
  
- 6. I confirm that this diagnosis would affect the ability of \_\_\_\_\_  
(name of applicant) to attend a public meeting in person.

\_\_\_\_\_  
Signature of Medical Professional

\_\_\_\_\_  
Date of Signature (mm/dd/yyyy)

Exhibit 2

**Application for Councilmen to Participate Remotely in Public Meeting and Medical Certification of Disability**

Name of Councilman: \_\_\_\_\_

Meeting(s) for which you are requesting remote access accommodation:

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

Have you been diagnosed with a disability recognized by the Americans with Disabilities Act?

\_\_\_\_\_

Are you currently diagnosed with this disability? \_\_\_\_\_

How does the functional limitation caused by your disability affect your ability to participate in and vote during and in-person public meeting?

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

I am aware that submitting false or incomplete information on this form may subject me to penalties, including that I may be found ineligible to participate remotely in public meetings. I understand that my virtual attendance will be counted toward a quorum and that I am subject to all other applicable provisions of Louisiana's Open Meetings Law regarding such participation.

\_\_\_\_\_  
Councilman Signature

\_\_\_\_\_  
Date of Signature (mm/dd/yyyy)

### Certification of Medical Professional

1. I, \_\_\_\_\_ (Medical Professional's Name), am a medical professional and am currently licensed to practice in the United States of America in the field of \_\_\_\_\_.
  
2. My address is \_\_\_\_\_.
  
3. My office telephone number is \_\_\_\_\_.
  
4. I have examined and am familiar with \_\_\_\_\_  
(name of applicant).
  
5. I confirm that \_\_\_\_\_ (name of applicant) has a current, clinical diagnosis of a disability that is recognized by the Americans with Disabilities Act.
  
6. I confirm that this diagnosis would affect the ability of \_\_\_\_\_  
(name of applicant) to participate in and vote at a meeting in person.

\_\_\_\_\_  
Signature of Medical Professional

\_\_\_\_\_  
Date of Signature (mm/dd/yyyy)