



Patrick M. Rosenow

Mandeville City Council Clerk  
Kristine Scherer  
3101 East Causeway Approach  
Mandeville LA 70448  
kscherer@cityofmandeville.com

24 May 2023

Dear Ms Scherer

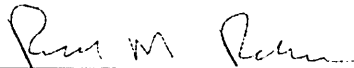
Pursuant to Sections 2.1.2 and 2.2.1 of the Mandeville Comprehensive Land Use Regulations Ordinance I submit my notice of intent to be considered for and, if selected, serve as a member of the Mandeville Planning and Zoning Commissions. I have discussed the demands of service with a currently sitting member and am prepared to commit the time and attention required to effectively serve in the public interest.

Enclosed is my resume, which reflects the education and experience that will enable me to successfully take on the challenges of working on the Commissions. (I note that certain government officials are prohibited from serving as Commission members. While I understand the council will need to seek the opinion of its own counsel, my review of the law indicates my current position as a Federal Administrative Law Judge in the Department of Labor would not disqualify me from service.)

While my residence in Mandeville since 2004 makes me a relative newcomer to some, it is far longer than I've lived anywhere else. I moved here and have stayed here not because of family or business circumstances, but by choice. I care about the community and my neighbors. I want the best for both.

My judicial experience has taught me that some decisions have no single right or wrong answer and no one is necessarily entitled to get their way in the application of public policy. However, everyone is entitled to rely on procedural integrity and know that rulings are the result of a decision-making process that is as fair and transparent as possible. That has been and continues to be my lodestar in my judicial work and would be my goal on the Commissions. Should it be the will of the council, I would be honored to serve.

Thank You



Patrick M. Rosenow

# PATRICK M. ROSENOW

Mandeville LA 70448

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## CAREER SUMMARY

### United States Department of Labor Office of Administrative Law Judges

*District Chief / Administrative Law Judge*

*August 2004 - Present*

Mediate and adjudicate disputes arising under more than eighty federal statutes including whistleblower, wage, federal contract compliance, harbor worker and coal miner benefits, immigration, and retirement programs.

### United States Air Force (Colonel, Retired)

*Chief Circuit Trial Judge*

*August 1999 - January 2004*

Presided over bench and jury criminal trials. Oversaw pretrial discovery issues, ruled on procedural, evidentiary and substantive pretrial motions, and conducted arraignment and jury selection. Subject of international attention (front page photo New York Times) while presiding over pretrial hearing of F-16 pilots charged in bombing of Canadian soldiers in Afghanistan. Named Air Force Legal Services Agency's Outstanding Senior Judge Advocate.

*Staff Judge Advocate, Langley AFB, VA*

*August 1997 - August 1999*

Essentially served as combination city attorney and district attorney for one of Air Force's largest and busiest installations. Managed a staff of more than forty attorneys, paralegals, and support personnel. Named Air Combat Command's Outstanding Senior Judge Advocate.

*Deputy Chief Trial Judge, Bolling AFB, DC*

*August 1993 - August 1997*

Presided over bench and jury criminal trials. Oversaw pretrial discovery issues, ruled on procedural, evidentiary and substantive pretrial motions, and conducted arraignment and jury selection. Designed, developed, and implemented computer database to track Air Force courts martial.

*Staff Judge Advocate, March AFB, CA*

*August 1990 - August 1993*

Essentially served as combination city attorney and district attorney for a major Air Force installation. Managed a staff of more than twenty attorneys, paralegals, and support personnel. Prosecuted case that later became the subject of a motion picture.

*Instructor and Chief, Civil Law Division, USAF JAG School, AL*

*August 1987 - August 1990*

Supervised a staff of eleven attorneys and responsible for teaching civil law topics to attorneys newly commissioned as Air Force Judge Advocates. In charge of the primary course on environmental law for all DoD attorneys. Named Air Force's Outstanding Young Judge Advocate.

*Judge Advocate, Andersen AFB, Guam*

*August 1984 - August 1987*

Staff and supervising prosecuting attorney. Appeared in formal agency administrative hearings. Appeared in federal district court as Special Assistant US Attorney. National Finalist, White House Fellowship Program.

*KC-135 Combat Crew Navigator, Fairchild AFB, WA*

*August 1977 - August 1984*

Applied celestial and radar navigation to direct aircraft in support of worldwide refueling operations. Awarded Humanitarian Medal for work following Mount Saint Helen eruption.

## EDUCATION

Torrejon High School, Madrid, Spain

B.S. (Economics, Operations Management) USAF Academy, 1976 (Top 10% of class)

J.D. Duke University, 1984 (High Honors)

## PERSONAL

### *Family:*

- Spouse Ann
  - B.S. in Molecular Biology, Auburn University
  - Court Appointed Special Advocate (CASA)
- Daughter Nancy
  - B.S. in Math, AF Academy
  - Colonel USAF, Pilot and Commander, 306<sup>th</sup> Flying Training Group, USAFA, CO.
- Son Mark
  - B.S. in Physics, AF Academy; M.P.P., Harvard Univ.; J.D., Univ. of Texas
  - LtCol, USAF (retired); Counsel, PilieroMazza Law Firm, D.C.
- Daughter Ellen
  - Saint Scholastica High School
  - B.S., M.S. in Chemistry, Louisiana State Univ. & Univ. of New Orleans
  - High school teacher
- Daughter Karen
  - Saint Scholastica High School
  - B.S.R.N., Louisiana State University
  - Neuro intensive care nurse, STPH

## HOBBIES & INTERESTS

- Active Member Mary, Queen of Peace Parish
  - Work in Annulment Ministry
  - Served as school board member
  - Cantor and Choir member
  - Worked for diocese to mediate the combination of West Bank parishes
  - Awarded (with spouse) Order of Saint Louis
- Musician
  - Trumpet & Vocals, Peace of Cake Band
- Basketball
  - High school referee since 1977
    - Rules Interpreter and Clinician
  - International referee since 1984
    - Chief Referee for tournaments in Belgium, Brazil, Lithuania, Croatia, China, and Korea
  - Author and speaker on legal and leadership issues related to officials

**ANDREA J. FULTON**

**Mandeville, Louisiana 70448**

### **EXPERIENCE**

**Seasoned experience in City government, community service, the public sector, non-profit and business settings:**

**4 years as a Resident of Mandeville, La., 25+ years investing in St. Tammany Parrish through Non-Profit organization establishment, commercial business development and the ownership and improvement of several single family home rental properties in multiple communities throughout St. Tammany Parrish.**

**36 years of service to New York City via Central Personnel Administration, Health System Administration, Operations and Facility Management, Real Estate investment, Community Leadership and Non-Profit Arts org establishment and execution.**

#### **Facility Management, Operations Management & Agency Administration:**

- Drafted policies, procedures and protocols to help ensure effective facility management
- Ensured Health Centers functioned safely and their mode of operation was conducive to each program's needs
- Ensured potentially dangerous conditions were found and addressed avoiding injuries and reducing loss of staff hours
- Ensured compliance with HR policies, building regulations and health and safety laws, regulations and codes
- Designed & implemented hazard awareness, infection control and asbestos awareness training & issued certifications
- Developed and fostered relationships with other officials, community boards, civic associations and business groups
- Developed performance indicators for all units to monitor goal achievement and handled employee relations
- Appointed to manage the 24-hour multi-care facility for rescue workers of the World Trade Center Disaster
- Acted as chief financial officer for 14 million dollar PS & OTPS budgets and 3 billion dollar capital budgets
- Represented the Agency and/or the Mayor's Office in ongoing City-wide emergency planning efforts and exercises

#### **Effective Performance of Human Resources & Compensation Management:**

- At the City's Central Personnel Oversight Agency, advised 7 City Agencies in the design, interpretation and implementation of position classification and compensation policies. Designed, supervised and presented complex budgetary analyses
- Impacted a three quarter million staff system formulating and achieving modifications to title structures & creating lines of promotion. Solved City-wide salary inequities. Provided expert consultation on expansion planning and also on down sizing
- At the City's Health & Hospitals Corporation, designed and performed desk audits and determined scopes of functions
- Reviewed requests for salary increases at the executive level, enlisted and assisted private compensation companies
- Designed & Performed mock JCAHO audits to help ensure re-accreditation at Article 28 Hospitals and Health Centers
- Represented the City to unions and in labor disputes. Testified as an expert witness in out of title grievance hearings
- At the City's Health Department acted as the Chief Consultant regarding organizational structure and HR planning
- Reviewed hiring plans regarding all levels, recommended approval or denial
- Supervised key recruitment processes including background investigations, credentialing and fee collection
- Solved recruitment & retention problems as a result of successfully pioneering City-wide compensation policy changes

#### **Effective Management of Community Based & Non-Profit Organizations accomplishing the following:**

- Effective fundraising and public relations for community organizations and own non-profit organizations
- Met contracted criteria, guidelines and deadlines
- Positively impacted various communities and motivated others as an effective organizer, leader and public speaker
- Esteemed participation in panels and forums advising on professional, personal and business development
- Program planning, resource development, curriculum development & training
- Successful grant writing, proposal development and response to RFPs (Requests for Proposals)
- Sound Fiscal Management and Accountability
- Effective fundraising and public relations

### **EDUCATION**

**NORTHWESTERN UNIVERSITY, Evanston, IL: B.S., 1982: HD&SP: Industrial Psychology & Industrial Engineering**

### **SUMMARY OF ACCOMPLISHMENTS & INVOLVEMENT**

Takes pride in helping to improve quality of life in the communities in which I live and invest. Effectively inspires others through creative, bold, impactful and caring actions, identifying, nurturing and rewarding capabilities. Meets needs of common and greater goals through shared visions and teamwork. To that end, serves on multiple boards and has won numerous awards.



DIGITAL ENGINEERING & IMAGING, INC.

May 30, 2023

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

Re: 2022 Asphalt Maintenance Contract  
City Project No. 200.21.001  
Maintenance Contract Extension

Dear Mr. LaGrange,

It is our opinion that the current Maintenance Contractor for the above referenced project, Barriere Construction Co., LLC, continue holding the 2022 Asphalt Maintenance Contract and extend the contract period for an additional year in lieu of re-advertisement. With the rising costs of construction materials, the existing pricing is favorable to the City. The contractor has agreed to hold his existing pricing.

Since the contracts' inception, there has been one task order issued with a total Not to Exceed amount of \$854,566.59 out of the \$3,000,000.00 maximum contract aggregate limit. This extension will allow \$2,145,433.41 of remaining task order work for the City.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

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

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

Attachments: Change Order #2

**SECTION 00650  
CHANGE ORDER**

**No. 2**

Date of Issuance: 5-30-2023 Effective Date: 6-15-2023

Owner: City of Mandeville	Owner's Contract No.: 700.22.001
Contract: 2022 Asphalt Maintenance	Date of Contract: 6-15-2022
Contractor: Barriere Construction	Engineer's Project No.: 576-2003.03

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

Description: Extend contract by one (1) calendar year, until 6/15/2024

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

City Engineer Concurrence Letter

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

<p>Original Contract Price:</p> <p style="margin-left: 40px;"><u>\$3,000,000.00</u></p> <p>Increase from previously approved Change Order No. <u>1</u>:</p> <p style="margin-left: 40px;"><u>n/a</u></p> <p>Contract Price prior to this Change Order:</p> <p style="margin-left: 40px;"><u>\$3,000,000.00</u></p> <p>Increase of this Change Order:</p> <p style="margin-left: 40px;"><u>\$0</u></p> <p>Contract Price incorporating this Change Order:</p> <p style="margin-left: 40px;"><u>\$3,000,000.00</u></p> <p>RECOMMENDED:</p> <p>By: _____ Engineer (Authorized Signature)</p> <p>Date: _____</p>	<p>Original Contract Time: 1 calendar year with the option to renew annually, up to three years</p> <p>Increase in Contract time from previously approved Change Order No. 1: n/a</p> <p>Contract Times prior to this Change Order: 1 calendar year</p> <p>Increase of this Change Order to Contract Time: 1 calendar year</p> <p>Contract Times with all approved Change Orders: <u>2 calendar years total (with the option to renew for one final additional calendar year in 2024).</u></p> <p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Date: _____</p>
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ACCEPTED:

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

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



DIGITAL ENGINEERING & IMAGING, INC.

May 30, 2023

City of Mandeville  
3101 East Causeway Approach  
Mandeville, LA 70448  
Attn: City Council Members

Re: 2021 Water & Sewer Maintenance Contract  
City Project No. 211.21.003/212.21.003  
Task Order #3 – Substantial Completion

Ladies and Gentlemen,

Digital Engineering has verified contract work has been completed and recommends substantial completion for Task Order 3 of the 2021 Water & Sewer Maintenance Contract. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in black ink, appearing to read 'D LeBreton'.

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

Enclosure: Subterranean Construction, LLC  
Certificate of Substantial Completion



**SECTION 00625**  
**Certificate of Substantial Completion**

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

**This definitive Certificate of Substantial Completion applies to:**

- All Work under the Contract Documents:       The following specified portions of the Work:

Task Order 3

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May 22, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities       Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

Punch List

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

\_\_\_\_\_  
Executed by Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted by Owner

\_\_\_\_\_  
Date

Punch List:

1. Add a concrete pad for the sewer cleanouts at the following locations:
  - a. 733 Montgomery
  - b. 1935 Claiborne
  - c. 1460 Montgomery
  - d. 1219 Montgomery
  - e. 440 Coffee (x2)
2. Repair concrete driveway aprons at the following locations:
  - a. 105 Devon
  - b. Jackson and Livingston
3. 3921 Monroe – add embankment and cleanup area
4. Add bracket at Lift Station 6 crossing over Ravine Au Coquille
5. Repair sidewalk at 725 Lafitte
6. Locate water valve under asphalt and add sod at Sunset Point restroom



DIGITAL ENGINEERING & IMAGING, INC.

May 30, 2023

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

Re: Neighborwoods Deck Replacement  
City Project No. 100.21.016  
Change Order No. 1

Dear Mr. LaGrange,

Digital Engineering & Imaging, Inc. recommends Change Order No. 1 to the Neighborwoods Deck Replacement Project. Change Order No. 1 increases the contract amount by \$20,926.67 to a total of \$274,725.92. This will allow the contractor to complete unforeseen repairs to the substructure of the decks that were found after the deck boards were removed.

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

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in black ink, appearing to read 'D. LeBreton, Jr.', is written over a horizontal line.

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

Attachments: Change Order #1

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

**No. 1**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Owner: City of Mandeville	Owner's Contract No.: 100.21.016
Contract: Neighborwoods Deck Replacement	Date of Contract: May 1, 2023
Contractor: M & J Civil Construction, LLC	Engineer's Project No.: 576-2000.27

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

Description:

Additional quantities are added for unforeseen repairs needed on the substructure of the decks, including 1,413.33 board feet of 2x8 timber joists and 15 additional concrete footings.

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

Quantities and unit prices are attached.

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$253,799.25

[Increase] [Decrease] from previously approved Change Orders:

\$ N/A

Contract Price prior to this Change Order:

\$253,799.25

Increase of this Change Order:

\$20,926.67

Contract Price incorporating this Change Order:

\$274,725.92

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): July 30, 2023

Ready for final payment (days or date): August 29, 2023

[Increase] [Decrease] from previously approved Change Orders:

Substantial completion (days): N/A

Ready for final payment (days): N/A

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): July 30, 2023

Ready for final payment (days or date): August 29, 2023

RECOMMENDED:

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

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

ACCEPTED:

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

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

ACCEPTED:

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

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

**Neighborwoods Deck Replacement Change Order No. 1**

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Price</b>
13	Concrete Footing for 6x6 Post	15	Each	\$ 500.00	\$ 7,500.00
14	Additional 2x8 Timber Joist	1413.33	Board Foot	\$ 9.50	\$13,426.64
<b>TOTAL CHANGE ORDER INCREASE</b>					<b>\$20,926.64</b>

City of Mandeville  
675 Lafitte Street Mandeville,  
LA 70448



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 Mande Milk Shakers  
Name of Authorized Representative Tina Rhinehart Non-Profit/Tax-Exempt # 82 103168  
Mailing Address [REDACTED]  
City Mandeville State La Zip 70448  
Applicant Phone # [REDACTED] Alt. Phone # \_\_\_\_\_  
E-Mail [REDACTED] Application Fee Paid?  YES  NO

Name of Event: Shakes and Shoes Sock Hop  
Date(s) of Event: Day Sat. Date 6/17/23 Time 6-9pm Rain Dates(s) n/a  
Event Location: Mandeville Trailhead

Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: \_\_\_\_\_  
Description/Purpose of Event Shoe Drive Fundraiser Estimated Attendance 300 ppl

**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 checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input 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  
Telephone: (985) 624-3127 or 624-3147  
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 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: Tina M. Rhuehart

Printed Name: Tina M. Rhuehart

Organization Represented: Mande Milkshakers

Office Held: Captain Date: 5/23/23

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.



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

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

1. Liquor license to be issued to: Mande Milkshakers
2. Legal name(s): Individual, Partners, or Corporation \_\_\_\_\_
3. Apply for: Class "A" \_\_\_ Class "B" \_\_\_ / High Content \_\_\_ Low Content \_\_\_ /Restaurant \_\_\_
4. Business location address \_\_\_\_\_  
 Telephone \_\_\_\_\_
5. Mailing address \_\_\_\_\_ }
6. Contact Person Tina Rhinehart  
 Phone Number \_\_\_\_\_ E-Mail Address: mandemilkshakers@gmail.com  
 Fax Number (\_\_\_\_) \_\_\_\_\_ Web Address www.mandemilkshakers.com

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

A.	<u>Tina Rhinehart</u>	<u>Captain</u>	<u>100%</u>
	Name	Title	SSN % Owned
	<u>700 Carondelet St</u>	<u>Mandeville, LA 70448</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 # \_\_\_\_\_
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?  
No If yes: Name \_\_\_\_\_ Location: \_\_\_\_\_
11. Has applicant applied for state liquor license? No
12. Has the applicant ever been denied a state or local liquor license? No
12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? No
13. Is applicant the owner of the premises to be occupied? No If no, does applicant hold a bona fide written lease? No (Supply copy of lease with application.)
14. If premises leased, give name and address of lesser. Mandeville Trailhead
15. Describe the part of the building to be occupied by business: Entire venue
16. Open date for this location June 17, 2022
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:  
Special event to collect new shoes for underprivileged school children

**An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).**

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

Signature of Applicant \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature of Preparer Debra Robert Date 5/31/2023

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 American Legion Post 415  
Name of Authorized Representative Michael Blache Non-Profit/Tax-Exempt # \_\_\_\_\_  
Mailing Address P.O. Box 817  
City Mandeville State La Zip 70470  
Applicant Phone # 985 778 9876 Alt. Phone # 985  
E-Mail mblache10@gmail.com Application Fee Paid? \_\_\_ YES \_\_\_ NO

Name of Event: Flag Retirement Ceremony  
Date(s) of Event: Day 06/17/23 Date     /     /     Time 3:00 pm Rain Dates(s) \_\_\_\_\_  
Event Location: Mandeville Trailhead

Type of Event:  New  Recurring  
 Fundraiser  Concert  Race/Run/Walk  Parade  Wedding  
 Festival, Carnival or Market  Other: 6/24/23  
Description/Purpose of Event Flag Retirement Ceremony Estimated Attendance 75

### 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 checked="" 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 checked="" type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



## SPECIAL EVENTS GUIDELINES

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

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

City of Mandeville  
675 Lafitte Street  
Mandeville, LA 70448



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

Organization Represented: American Legion Post 415, Mandeville

Office Held Vice Commander Date 4/28/23

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.**

**INTRODUCED BY COUNCIL MEMBER ZUCKERMAN AND SECONDED FOR  
ADOPTION BY COUNCIL MEMBER \_\_\_\_\_**

**RESOLUTION NO. 23-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE  
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MANDEVILLE AND CSRS, LLC AND PROVIDING FOR OTHER MATTERS IN  
CONNECTION THEREWITH**

**WHEREAS**, the City desires to enter into a professional services agreement with CSRS, LLC for professional design services for the Ravine Aux Coquille Watershed Modeling Project (“Project”). The scope of the Project is for CSRS to perform a hydraulic impact analysis of the Ravine Aux Coquille watershed; and

**WHEREAS**, the contract is attached and made a part of this Resolution; and

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

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

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

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

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

\_\_\_\_\_  
Rick Danielson  
Council Chairman

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF  
MANDEVILLE AND  
CSRS, LLC**

**COM PROJ. NO. 700.23.003  
RAVINE AUX COQUILLE WATERSHED MODELING  
PROJECT**

**THIS AGREEMENT** (the “**Agreement**”) is entered into by and between the City of Mandeville represented by Mayor Clay Madden (the “**City**”), and CSRS, LLC, represented by Stokka Brown, MS, P.E., CFM, Principal, (the “**Consultant**”). The City and the Consultant are sometimes collectively referred to as the “**Parties**.” This Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

**RECITALS**

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

**WHEREAS**, the Consultant submitted a proposed fee schedule and scope of work for the Project dated May 17, 2023 (the “**Consultant’s Proposal**”), and the City accepted the Consultant’s Proposal;

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

**ARTICLE I. OBLIGATIONS OF THE CONSULTANT**

**A. SCOPE OF SERVICES.**

The Consultant shall provide professional services to perform a hydraulic impact analysis for the Ravine Aux Coquille Watershed Modeling project. The scope of the analysis is to identify the hydraulic features necessary and provide an order of magnitude estimate to offset the impacts of filling the western branch of Ravine Aux Coquille on the property bounded by Monroe Street, Lafayette Street, Jefferson Street, and Wilkinson Street on its northern, eastern, southern, and western boundaries, respectively. The scope of work to be done as follows:

- Task 1: Gather Data
  - Obtain, organize, & review survey for channels and channel crossings.
  - Perform or procure additional survey data collection.
- Task 2: Existing Conditions Model
  - Building on existing 2D HEC-RAS model data, create simulation of existing conditions.
  - Validate the model using available data and feedback from the City.
  - Perform QA/QC review of simulations and results.
- Task 3: Proposed Conditions Model
  - Develop proposed condition model inputs, run simulations, and review up to 3 alternatives to achieve a no-impact result.
  - Meet with the City to identify the alternative to develop the order-of-magnitude cost estimate for.
- Task 4: Order-of-Magnitude Cost Estimate
  - Develop an order-of-magnitude cost estimate for the chosen alternative.
- Task 5: Report Findings
  - Draft, QA/QC, and finalize report or memorandum demonstrating methodology and findings.

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

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

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

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

The City will:

- A. Provide administration of this Agreement through the Department of Public Works;
- B. Provide the Consultant records deemed necessary for the performance of the Services by the Consultant.

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

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

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

C. **PROJECT SCHEDULE:** Time is of the essence in completing each phase of work required by this Agreement. The Consultant agrees to proceed with the Hydraulic Impact Analysis upon execution of this agreement and notice to proceed. CSRS, LLC will complete the scope of work within a 3-month period. For any slippage from the approved schedule, the Consultant shall submit a descriptive narrative to the Department for consideration and approval of any modification to the schedule. By a written request to the Director, the Consultant may seek an extension of time and credit caused by delays beyond its control or for those delays caused by tardy approvals of work in progress by various official agencies. The Director shall have the discretion to grant any requested extension. No additional compensation shall be allowed for such delays. The City shall have the right to approve or require changes to any part or all of the proposed schedule. The Consultant shall update this schedule monthly with progress details for each item of work and shall submit the updated schedule with any invoice. Any modifications to the schedule must be approved by the City in writing.

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

#### **ARTICLE IV. COMPENSATION**

A. **FEES UNDER THIS AGREEMENT:** The Consultant's compensation for the services performed under this Agreement shall be in accordance with the follow fees on a time and materials basis:

Hydraulic Impact Analysis	<b>\$50,000.00</b>	(Not to Exceed)
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B. **MAXIMUM AMOUNT:** The maximum aggregate amount payable by the City for all services performed on a time and materials basis under this Agreement is **\$50,000.00**. This amount is inclusive of all services and expenses and cannot be increased except by a validly



executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

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

1. The City's officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement, except as may be provided by laws governing emergency procedures;
2. Officers and employees of the City are not authorized to offer or promise the Consultant additional funding in excess of the maximum amount payable established in this Agreement; and
3. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

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

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

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

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

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

obligation under this Agreement.

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

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

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

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

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

1. ***Commercial General Liability ("CGL")***: Insurance Services Office ("ISO") Form CG 00 01 or similar acceptable to the City, covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. ***Automobile Liability***: ISO Form Number CA 00 01 or similar acceptable to the City covering any auto (Symbol 1 or Symbols 7, 8, 9), or if the Consultant has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limits no less than \$1,000,000.00 Combined Single Limit per accident for bodily injury and property damage.
3. ***Workers' Compensation***: as required by the State of Louisiana, with Statutory Limits, and Employer's Liability Insurance with limits no less than \$1,000,000.00 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** with limits no less than \$1,000,000.00 per claim.

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

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

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

- A. **NON – DISCRIMINATION:** In the performance of this Agreement, the Consultant will

not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within the City of Mandeville or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**B. NON – DISCRIMINATION IN EMPLOYMENT:** In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Consultant will require all subcontractors to comply with the requirements of this article.

#### **ARTICLE IX. INDEPENDENT CONTRACTOR STATUS**

**A. INDEPENDENT CONTRACTOR STATUS:** The Consultant is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

**B. EXCLUSION OF WORKERS' COMPENSATION COVERAGE:** The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for any reason, including for the purpose of Worker's Compensation coverage.

**C. EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE:** The Consultant, as an independent contractor, is being hired by the City under this Agreement for

hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (b) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.

**D. WAIVER OF BENEFITS:** The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

#### **ARTICLE X. NOTICES**

Except for any routine communication, any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to the City:            Director, Department of Public Works  
                                  City of Mandeville  
                                  1100 Mandeville High Blvd  
                                  Mandeville, LA 70471  
  
                                  &  
  
                                  City Attorney  
                                  City of Mandeville  
                                  3101 East Causeway Approach  
                                  Mandeville, LA 70448

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

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

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

**A. OWNERSHIP OF DOCUMENTS:** All data collected by the Consultant and all documents, notes, drawings, tracings, and files collected or prepared for the Project, except the Consultant's personnel and administrative files, shall upon payment therefore become and be the property of the City and the City shall not be restricted in any way whatsoever in the use of such

material for the specific purpose intended; provided, however, that any use except for the specific purpose intended will be without liability or legal exposure to the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

**K. RULES OF CONSTRUCTION:** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience

only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender.

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

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

N. **CONFLICT OF INTEREST:** To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.

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

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

Q. **SUBCONTRACTOR REPORTING:** The Consultant will provide a list of all persons, natural or artificial, who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the city. In regard to any subcontractor proposed to be retained by the Consultant to perform



work on the Agreement with the City, the Consultant must provide notice to the City within thirty (30) days of retaining said subcontractor. If the Consultant fails to submit the required lists and notices, the City may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

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

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

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

**U. CONVICTED FELON STATEMENT:** The Consultant swears that No Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records. The Consultant will confirm same through affidavit provided by City.

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

## **ARTICLE XII. ELECTRONIC SIGNATURE AND DELIVERY**

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

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

**CITY OF MANDEVILLE**

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

**CLAY MADDEN, MAYOR**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FORM AND LEGALITY APPROVED:**

**Law Department**

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

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

**CSRS, LLC**

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

**Stokka Brown, MS, P.E., CFM, PRINCIPAL**

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

May 17, 2023

Mr. Clay Madden  
Mayor, City of Mandeville, Louisiana  
3101 East Causeway Approach  
Mandeville, LA 70448

**RE: Ravine Aux Coquilles Drainage Analysis  
CSRS Project No. 223113**

Dear Mayor Madden,

CSRS received a request from David LeBreton on behalf of the City of Mandeville (City) to perform a hydraulic impact analysis. This letter responds to the request.

The scope of the analysis is to identify the hydraulic features necessary and provide an order of magnitude estimate to offset the impacts of filling the western branch of Ravine Aux Coquille on the property bounded by Monroe Street, Lafayette Street, Jefferson Street, and Wilkinson Street on its northern, eastern, southern, and western boundaries, respectively. CSRS proposes to perform the analysis according to the scope, schedule, and fee estimates below.

**Scope**

- Task 1: Gather Data
  - Obtain, organize, & review survey for channels and channel crossings.
  - Perform or procure additional survey data collection.
- Task 2: Existing Conditions Model
  - Building on existing 2D HEC-RAS model data, create simulation of existing conditions.
  - Validate the model using available data and feedback from the City.
  - Perform QA/QC review of simulations and results.
- Task 3: Proposed Conditions Model
  - Develop proposed condition model inputs, run simulations, and review up to 3 alternatives to achieve a no-impact result.
  - Meet with the City to identify the alternative to develop the order-of-magnitude cost estimate for.
- Task 4: Order-of-Magnitude Cost Estimate
  - Develop an order-of-magnitude cost estimate for the chosen alternative.
- Task 5: Report Findings
  - Draft, QA/QC, and finalize report or memorandum demonstrating methodology and findings.

**Schedule**

Upon execution of this task order and notice to proceed, CSRS will complete the scope of work within a 3-month period.


**Compensation**

CSRS will perform the Tasks in the Scope as defined on a time and materials basis using the rates in Exhibit A not to exceed a total billing of \$50,000.

Respectfully,

**CSRS, LLC**

**City of Mandeville**

  
\_\_\_\_\_  
Stokka Brown, MS, PE, CFM, Principal

\_\_\_\_\_  
by: Clay Madden, Mayor

\_\_\_\_\_  
Date

Enclosures

- Exhibit A – Schedule of Fees & Charges

EXHIBIT A  
Schedule of Rates and Fees

CATEGORY	HOURLY RATE
Administrative Coordinator	\$85.00
Architect I	\$150.00
Architect II	\$165.00
Architect Intern I	\$115.00
Architect Intern II	\$130.00
CAD Draftsman I	\$75.00
CAD Draftsman II	\$90.00
CAD Technician I	\$100.00
CAD Technician II	\$115.00
Engineer I	\$150.00
Engineer II	\$165.00
Engineering Designer I	\$80.00
Engineering Designer II	\$100.00
Engineer Intern I	\$115.00
Engineer Intern II	\$130.00
GIS Specialist I	\$100.00
GIS Specialist II	\$115.00
Land Surveyor Intern	\$105.00
Landscape Architect	\$150.00
Principal	\$325.00
Professional Land Surveyor	\$170.00
Program Manager I	\$250.00
Program Manager II	\$275.00
Project Coordinator I	\$100.00
Project Coordinator II	\$115.00
Project Engineer I	\$185.00
Project Engineer II	\$200.00
Project Manager I	\$185.00
Project Manager II	\$225.00
Right of Way Agent I	\$110.00
Right of Way Agent II	\$125.00
Right of Way Manager	\$155.00
Site Planner	\$150.00
Survey CAD Technician	\$105.00
Survey Coordinator I	\$115.00
Survey Coordinator II	\$130.00
Survey Party (1 Man w/Stat)	\$125.00
Survey Party (1 Man w/Stat) - Overtime	\$165.00
Survey Party (2 Man)	\$170.00

<b>CATEGORY</b>	<b>HOURLY RATE</b>
Survey Party (2 Man) - Overtime	\$230.00
Survey Party (3 Man)	\$195.00
Survey Party (3 Man) - Overtime	\$255.00
Student Intern - Engineering	\$85.00

<b>OTHER DIRECT COST</b>	<b>RATE</b>
Sub-Consultants	Cost plus 10%
Survey Vehicles	\$0.91 per mile
Survey Small Boat with Motor	\$150.00 per day
Survey Air Boat with Captain	\$1050.00 per day
Public Couriers (Fed Ex, UPS, USPS)	Cost plus 10%
Per Diem	\$51.00 per day
Hotel	\$150.00 per night
Material	\$35.00 per Crew Day
Property Corner Monument and Stake	\$4.75 each

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMEBR DANIELSON AND SECONDED FOR ADOPTION BY COUNCIL MEMBER**

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**RESOLUTION NO 23 - 22**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MANDEVILLE RECOGNIZING THE BASIC PRINCIPLES OF POLITICAL CIVILITY AND THE SIMPLE RULES TO IMPROVE COMMUNICATION, CIVIL DISCOURSE, AND PUBLIC DEBATE THROUGH ALL NORMAL CHANNELS TO INCLUDE PUBLIC MEETINGS, SMALL GROUP DISCUSSIONS AND THROUGH ALL SOCIAL MEDIA OUTLETS.**

**WHEREAS**, the residents of the City of Mandeville place a high value on respect and civility in their lives and they understand that these basic characteristics are essential to any healthy community; and

**WHEREAS**, the Mandeville City Council supports opportunities for civil discourse, productive discussion in the community; and

**WHEREAS**, the term “civility” can refer to politeness but the Mandeville City Council realizes that it is so much more than that; and

**WHEREAS**, the Mandeville City Council realizes that passion for our community (the entire community) is important, essential, and a basic criteria that has made the City of Mandeville what is today but the Mandeville City Council appreciates that context matters; and that civility is a two-way street between all officials and citizens;

**WHEREAS**, the Mandeville City Council realizes that citizens and Council members do not always have to agree with another viewpoint and opinion but we can all respect those different opinions or viewpoints; and

**WHEREAS**, an atmosphere or incivility and disrespect can have a damaging effect on the outcome of important City business, the outcome of the proceedings of the City Council, or the quality of productive civil debate, and on the overall practice of democracy itself; and

**WHEREAS**, the Mandeville City Council seeks ways to improve public discourse by elevating our level of communication, eliminating personal attacks either directly or through social media outlets, and to urge all officials and citizens to communicate in a more respectful and effective way; and



**WHEREAS**, the Mandeville City Council recognizes the Basic Simple Rules of Speak Your Peace Principles that will provide increased opportunities for public discourse in order to find resolutions to the important issues that face our community; and

**WHEREAS**, these Basic Simple Rules include, but are not limited to, the following:

1. Show Respect to others;
2. Be open minded but agreeable even when you don't personally agree with someone else's viewpoint or opinion;
3. Listen to Understand;
4. Do Not Gossip or Spread False Information either verbally, in writing or through social media outlets;
5. Apologize if Needed;
6. Pay Attention;
7. Be Inclusive;
8. Give constructive criticism if or when needed;
9. Take responsibility; and

**WHEREAS**, the City of Mandeville strives to set a positive example and be a leader for other municipalities, parishes, and governmental agencies through our positive methods, public input, and opportunities for productive and robust public debate;

**BE IT FURTHER RESOLVED** that the Mandeville City Council and Administration shall promote the use and adherence or these basic rules of political civility in the conduct of its business and communications with the residents of the City of Mandeville and surrounding area, and encourages all citizens of the Greater Mandeville Area to join us in following these rules and principles.

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

AYES: 0

NAYS:0

ABSTENTIONS:0

ABSENT: 0

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

---

Kristine Scherer

Clerk of Council

---

Rick Danielson

Council Chairman

introduced

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

**ORDINANCE NO. 23-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING ORDINANCE NO. 23-11 AND REVISING THE PERSONNEL POLICIES RULE 4.0, SECTION 4.04(A) FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

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

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

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

**NOW, THEREFORE BE IT ORDAINED** that the following section be amended under Rule 4.0. Compensation Plan to add Section 4.04(A) of the Personnel Policies of the Municipal Employees Civil Service System to read as follows:

**Section 4.04(A) PAY PLAN ADJUSTMENTS**

- A. COLA:** A cost-of-living pay scale adjustment shall be proposed in the City's annual budget each fiscal year. The proposed cost of living increase shall reflect the cost of living increase decided upon during the previous year by the Social Security Administration, subject to review and approval by the Municipal Employees Civil Service Board after a joint meeting of the City Council with consideration given to financial information provided by the Mayor and the Finance Director for the City of Mandeville. The joint meeting shall be held no later than sixty days before the end of the fiscal year. In the event the proposed cost of living increase is less than 2%, the Municipal Employees Civil Service Board has the option to waive the requirement of the joint meeting. Any adjustment made to the pay scale will be effective for the first payroll where the pay period starts after the new fiscal year.

**NOW THEREFORE, BE IT FURTHER ORDAINED** that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance to be effective on May \_\_, 2023.

**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 May, 2023.

---

Kristine Scherer  
Clerk of Council

---

Rick Danielson  
Council Chairman

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

**ORDINANCE NO. 23-18**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND AND REORDAIN SECTION 6-7, APPENDIX C OF THE CODE OF ORDINANCES AND TO PROVIDE FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS** the City Council establishes the rules and regulations governing the sale of cemetery plots and the maintenance and control of the cemetery; and

**WHEREAS**, the City Administration desires to amend the pricing for crypts and niches in the mausoleum; and

**WHEREAS**, the City Council desires to amend the Code of Ordinance, Appendix C, which serves as a Fee and Fine Schedule and penalties set forth in the Code of Ordinances; and

**WHEREAS** the City Council of Mandeville desires to modify the following section of the City of Mandeville Code of Ordinances to delete references to specific fees and incorporate the revised Appendix C, exhibit A, as part of the text:

Section 6-7 (1) And Section 6-7 (2)

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mandeville, that Section 1-9 of the City of Mandeville Code of Ordinances be amended to:

**Sec. 6-7. Administrative procedures**

(1) *Burial permit:*

(a) Burial permit fees for in-ground burial ..... ~~\$85.00~~ **\$100.00**

(b) ~~Administrative and cleanup ..... 50.00~~ **Burial Permit fees for mausoleum burial ....\$100.00**

(c) Burial permit fees for in-ground burial of urns/ cremations ..... ~~55.00~~ **\$80.00**

(d) ~~Administrative and cleanup ..... 25.00~~ **Burial permit fees for mausoleum burial of urns/cremations .....\$80.00**

(2) *Sales of burial sites.* Burial sites shall be sold by the City of Mandeville in the amount provided for as follows: For any new purchases

or transfers by the city of pre-existing burial sites in sections A. through K. or for any future sites to be made available in the Mandeville Cemetery for burial sites shall be:

(a) Resident ..... ~~\$1,100.00~~ **\$2,000.00**

(b) Nonresident ..... ~~1,200.00~~ **\$2,200.00**

**NOW THEREFORE, BE IT FURTHER ORDAINED** that the Clerk of this Council be, and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

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

AYES: 0

NAY: 0

ABSTENTIONS:0

ABSENT:0

and the ordinance was declared adopted this \_\_\_th Day of June 2023

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

\_\_\_\_\_  
Rick Danielson  
Council Chairman

## APPENDIX C. CITY OF MANDEVILLE FEES & FINES

### DIVISION 1.

#### GENERAL PROVISIONS

##### **Sec. 1-9. - General penalty; continuing violations.**

Where no specific penalty is provided therefor, the violation of any such provision of this Code of Ordinances or any such ordinance or resolution shall be punished by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment. Each day any violation of any provision of this Code of Ordinances or of any ordinance or resolution shall continue shall constitute a separate offense.

### DIVISION 2.

#### ADMINISTRATION

##### **Sec. 2-2. - Usage and fees of credit card or online convenience payments.**

The city may provide credit card and online payment services for the payment of any city charges, fines, permits, taxes, fees and any remittance. The convenience fee for these services shall be paid by the party making the payment.

### DIVISION 3.

#### ALCOHOLIC BEVERAGES

##### **Section 3.3 Permits required; schedule of permits and fees.**

- (1) *Manufacturers:* Five hundred dollars (\$500.00) for each establishment in the city.
- (2) *Wholesalers.*
  - a. Wholesalers dealing in high alcoholic content beverages: Five hundred dollars (\$500.00) for each place of business in the city.
  - b. Wholesalers dealing in low alcoholic content beverages: One hundred dollars (\$100.00) for each place of business in the city.
- (3) *Retailers.*
  - (a) Operation of an outlet for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class A.
  - (b) Operation of an outlet for low content alcoholic beverages for each place of business in the city: Thirty-five dollars (\$35.00). Class A.
  - (c) Operation of a package house for high content alcoholic beverages for each place of business in the city: Two hundred fifty dollars (\$250.00). Class B.
  - (d) Operation of a package house for low content alcoholic beverages for each place of business in the city: Twenty-five dollars (\$25.00). Class B.

- (e) Restaurant/cafeteria: Operation of a bona fide restaurant or cafeteria where sixty (60) percent of the total business is in the sale of food, and light wine is sold for consumption on premises, for each place of business in the city: One hundred dollars (\$100.00).
  - (f) Charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be provided a fee free permit.
- (4) *Pro-rated fee:* The fee for any high content alcoholic beverage permit issued after July 1 in any year for any new business is one-half the annual fee.

**Section 3.3-1 Permit required for sale of alcoholic beverages at special events.**

- (1) Fees for nonprofit organizations in accordance with Chapter 2 of Title 12 of the Louisiana Revised Statutes shall be ten dollars (\$10.00).
- (2) Fees for private organizations other than charitable, religious or public service shall be fifty dollars (\$50.00) per day.
- (3) Fees for private organizations holding special events, the proceeds of which will be used solely for charitable, religious or public services shall be waived.
- (4) Fees for charitable, religious, or fraternal organizations which have tax exempt status under Section 501(c)(3) or 501(c)(8) of the U.S. Internal Revenue Service shall be waived provided written proof from the Internal Revenue Service of tax exempt status has been submitted.

**Sec. 3-16. Renewal of permits.**

- (1) *Penalties* If a dealer fails to file the application and pay the permit fees timely, there shall be added to the fee, in addition to other penalties provided in this chapter, a delinquency penalty of five (5) percent if the failure is for not more than thirty (30) days, with an additional five (5) percent for each additional thirty (30) days or fraction thereof during which the failure continues.

**Sec. 3-20. Additional requirements and regulations for retail dispensers of alcoholic beverages.**

- (1) Violations of subsection (b) of Section 3-20 of the City of Mandeville Code of Ordinances shall be fined as follows:
  - a. on the first offense two hundred dollars (\$200.00),
  - b. on the second offense five hundred dollars (\$500.00),
  - c. and upon the third or subsequent offense shall be fined five hundred dollars (\$500.00) plus suffer the revocation of his permit to sell intoxicating, spirituous, vinous or malt liquors.
- (2) Violations of subsection (c) of the City of Mandeville Code of Ordinances shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than ten (10) days or both.
- (3) Provided, that any offense under Section 3-20 of the City of Mandeville Code of Ordinances committed more than three (3) years prior to the commission of the crime for which the defendant is being tried shall not be considered in the assessment of penalties hereunder.

DIVISION 6.

CEMETERY

**Sec. 6-7. Administrative procedures**

(1) *Burial permit:*

- (a) Burial permit fees for in-ground burial ..... ~~\$85.00~~ **\$100.00**
- (b) ~~Administrative and cleanup ..... 50.00~~ **Burial Permit fees for mausoleum burial .....\$100.00**
- (c) Burial permit fees for in-ground burial of urns/ cremations ..... ~~55.00~~ **\$80.00**
- (d) ~~Administrative and cleanup ..... 25.00~~ **Burial permit fees for mausoleum burial of urns/cremations .....\$80.00**

(2) *Sales of burial sites.* Burial sites shall be sold by the City of Mandeville in the amount provided for as follows: For any new purchases or transfers by the city of pre-existing burial sites in sections A. through K. or for any future sites to be made available in the Mandeville Cemetery for burial sites shall be:

- (a) Resident ..... ~~\$1,100.00~~ **\$2,000.00**
- (b) Nonresident ..... ~~1,200.00~~ **\$2,200.00**

(3) *Prices for crypts and niches in the mausoleum:*

<b>Singles/Main</b>	
Tier A	\$5,950.00
Tier B	6,750.00
Tier C	6,450.00
Tier D	5,450.00

<b>Single Modified Couch</b>	
Tier A	\$6,350.00
Tier B	7,150.00
Tier C	6,850.00
Tier D	5,850.00

<b>True Companion/In &amp; Over</b>	
Tier A	\$11,700.00
Tier B	13,300.00
Tier C	12,700.00
Tier D	10,700.00

<b>Side-by-Side Singles</b>	
Tier A	\$11,900.00
Tier B	13,500.00
Tier C	12,900.00
Tier D	10,900.00



NICHES

Level	Price
Tier A	\$2,300.00
Tier B	2,400.00
Tier C	2,500.00
Tier D	2,500.00
Tier E	2,400.00
Tier F	2,300.00
Tier G	2,000.00
Tier H	1,900.00

COMPANION NICHES

Level	Price
Tier A	\$4,600.00
Tier B	4,800.00
Tier C	5,000.00
Tier D	5,000.00
Tier E	4,800.00
Tier F	4,600.00
Tier G	4,000.00
Tier H	3,800.00

- (4) *Recordation.* All deeds transacted from this date forward shall be properly filed and recorded in the Land Records Office of the St. Tammany Parish Clerk of Court Office of Land Conveyance. Recordation charges and fees shall be charged on all transactions of purchases of burial sites designated a deed of ownership.

DIVISION 8

FIRE PREVENTION AND PROTECTION

**Sec. 8-24. Penalty for False Alarms.**

- (1) *Penalties for sending of false alarms:*

Number of False Alarms	Penalty
1 to 3	No fine assessed. Alarm user identification letter issued for 2 <sup>nd</sup> and 3 <sup>rd</sup> false alarm
4 to 5	\$250.00 fine per false alarm to alarm system user
6 and above	\$500.00 fine per false alarm to alarm system user

- (2) *Late Fee:* If an assessed fine has not been paid within thirty (30) days of the day the notice of fine was mailed or delivered by the alarm administrator and there is no appeal pending on the finding of the false alarm, the alarm administrator shall send a second notice of false alarm and fine by certified mail, return

receipt requested, along with a notice of late fee of twenty-five dollars (\$25.00). If payment is not received within ten (10) days of the day such notice was received, the fire district may take actions to collect the fine, including bringing claim in the appropriate small claims court or using the services of a collections agency.

#### DIVISION 8.5

#### FOOD AND FOOD SERVICE ESTABLISHMENTS

##### **Sec. 8.5-7. - Violations and penalty.**

Any food service operator violating the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon the conviction for such offense by the city court of Mandeville, Louisiana, shall be fined not less than:

- (1) *First offense*: ten dollars (\$10.00) nor more than fifty dollars (\$50.00) or be imprisoned for not more than twenty (20) days or both, in the discretion of the court.
- (2) *Second and succeeding offense*: not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) or be imprisoned for not less than twenty (20) days nor more than sixty (60) days, or suffer both fine and imprisonment in the discretion of the court.

##### **Sec. 8.5-10. - Same—Penalty for violation.**

Any person violating the provisions of section 8.5-9 shall be guilty of a misdemeanor and shall be fined not less than twenty dollars (\$20.00) nor more than one hundred dollars (\$100.00) for each such offense.

#### DIVISION 9

#### HEALTH AND SANITATION

##### **Sec. 9-30.1. - Prohibiting scavenging of recyclable materials from residential areas within the corporate limits**

- (b) Each removal of an item or items from a residential subdivision residence location or a single family residence location shall constitute a separate violation of this section. Unauthorized persons removing materials or bins other than those persons designated above shall be fined as follows:
  - (1) *first conviction of violation of this section*: twenty-five dollars (\$25.00) for each violation.
  - (2) *second conviction of violation of this section*: one hundred dollars (\$100.00) for each violation.
  - (3) *third and subsequent convictions of violation of this section*: two hundred fifty dollars (\$250.00) for each such violation.

##### **Sec. 9-31. - Garbage service charge—Levied; collection of overdue charges.**

- (1) *Monthly Service Charges*: The City of Mandeville shall levy, bill and collect a monthly garbage/trash service charge
  - (a) *Occupied dwelling, residence, and apartment*: seventeen dollars and eighteen cents (\$17.18) per month, broken down as solid waste at twelve dollars and eighty cents (\$12.80) and

recycling at four dollars and thirty-eight cents (\$4.38), for each occupied dwelling, residence and apartment.

- (b) *Apartment complexes which use a city approved dumpster:* seventeen dollars and eighteen cents (\$17.18), broken down as solid waste at twelve dollars and eighty cents (\$12.80) and recycling at four dollars and thirty-eight cents (\$4.38), per unit.
  - (c) *Commercial establishments:* a charge commensurate with the amount of refuse produced by said commercial establishment up to a maximum of five hundred dollars (\$500.00) per month.
- (2) *Unpaid Charges:* Any charges levied herein which remain unpaid for sixty (60) days past the due date shall be subject to collection through the Louisiana Municipal Advisory and Technical Services Bureau Corporation Offset Claims Program. Should payment be collected through the Offset Claims Program, a fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected. Pursuant to L.R.S. 33:361, the agreement with the Louisiana Municipal Advisory and Technical Services Bureau Corporation for participation in the Offset Claims Program in the form attached hereto is approved, and the mayor is authorized to execute it.

**Sec. 9-33. - Same—Penalty for nonpayment.**

- (1) *Delinquency penalty:* A twenty-five (25) percent penalty charge shall be imposed for nonpayment of garbage service bills within twenty (20) days after their due date.
- (2) *Attorneys' fees:* In the event any delinquent garbage service bill is turned over to an attorney for collection, then there shall be added to the aggregate amount of the delinquent charge and penalty the sum of twelve (12) percent, but in no case less than twenty-five dollars (\$25.00), which shall be payable to the attorney.

DIVISION 10

MOTOR VEHICLES AND TRAFFIC

**Sec. 10-66. - Impeding traffic and unattended motor vehicles.**

- (b) *Penalty.* The registered owner of any motor vehicle or other means of conveyance violating this regulation shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed two hundred dollars (\$200.00) or imprisonment for a term not exceeding thirty (30) days or by both.

**Sec. 10-88. - Failure or refusal to comply.**

The penalty shall be a fine up to five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both for each violation.

**Sec. 10-99. - Penalty for violation.**

The penalty for any conviction of a violation of this includes all administrative costs, removal costs, and storage costs for each day or portion of day that the vehicle involved was impounded, together with a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed sixty (60) days or both.

DIVISION 11

OFFENSES AND MISCELLANEOUS PROVISIONS

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

(1)	Copies—Black and white	\$ 0.50	Per page
(2)	Copies—Color	1.00	Per page
(3)	Pre-produced/standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(4)	Custom/non-standardized maps	5.00	8.5 × 11
		7.00	8.5 × 14
		10.00	11 × 17
		35.00	30 × 40
		15.00	Map on CD
		20.00	Map on DVD
		10.00	Map on floppy disc
(5)	CD/DVD reproduction	15.00	0-1 Hour
		20.00	1-2 hours
		25.00	2-3 hours
		30.00	3-5 hours

		35.00	5-6 hours
(6)	Document transcription (at the then prevailing customary court reporter rate; plus any additional funds needed)	250.00	Deposit
(7)	After-hours review and copying: If the amount of documents or records requested is too vast to reasonably & timely review, count and copy during normal working hours, the party making the request must contact the legal department to schedule a time and place for such after-hour review. There shall be a maximum three-hour after-work-hours appointment at the cost of two hundred fifty dollars (\$250.00) per appointment in order for the party to view the requested documents at city hall. Each after-hour review shall be deemed separate for the purpose of payment. During such review(s), the party may designate a list of documents to be copied, and the city will prepare the documents and provide the requested documents as per law.		
(8)	It is specifically determined by the city that any document or material transferred to any media (i.e. such as more than one map transferred to digital CD or DVD media), then each document transferred shall be considered as separate items. For example, three (3) one-page documents transferred to a CD shall be considered as three (3) pages at fifty cents (\$0.50) plus fifteen dollars (\$15.00). The requesting party shall be responsible to pay the cost of each document transferred and the hereinabove scheduled cost of the applicable media used.		

**GIS Map Duplicate Request Fee Schedule**

<b>Paper Size</b>	<b>Price</b>	<b>Additional Copies</b>
(A) 8.5"x11"	\$5.00	\$1.00
(B) 11x17	\$10.00	\$2.00
(C) 18x24 (Bond Paper)	\$20.00	\$5.00
(D) 24x36 (Bond Paper)	\$25.00	\$10.00
(E) 36x36 (Bond Paper)	\$35.00	\$15.00
36X44 (Bond Paper)	\$40.00	\$20.00
36x48 (Bond Paper)	\$45.00	\$25.00
36x72 (Bond Paper)	\$50.00	\$30.00

*Digital Map (PDF, TIFF, JPEG, BMP)	\$5.00 per file, any size
*Aerial image add-on	\$10.00 in addition to hardcopy map fee
*Additional layers (no limit)	\$5.00 in addition to hardcopy map fee
*Customized Services (special data preparation, data conversion, data processing, data analysis etc).	\$40.00 / hour (1 hour min) in addition to hardcopy map fee

**Digital GIS Data Feature Count With Pricing:**

Feature Count	Price	Feature Count	Price
0 - 100	\$10	5,000 - 9,999	\$150
100 - 249	\$25	10,000 - 24,999	\$175
250 - 499	\$50	25,000 - 49,999	\$200
500 - 999	\$75	50,000 - 74,999	\$225
1,000 - 2,499	\$100	75,000 - 99,999	\$250
2,500 - 4,999	\$125	100,000 – 149,999	\$275

**Sec. 11-83.3. - Alarm system installation and equipment requirements.**

(f) *Penalty for failure to comply:* not less than one hundred [dollars] (\$100.00) nor more than two hundred fifty dollars (\$250.00) within any thirty-day period for each violation or shall perform community service, or both.

**Sec. 11-83.8. - False alarms prohibited.**

(g) *Penalty.* Violations of this ordinance or failure to comply with corrective action shall be subject to a fine of not less than one hundred fifty dollars (\$150.00) and not more than two hundred fifty [dollars] (\$250.00) for each violation.

**Sec. 11-88. - Picnicking prohibited in certain areas.**

(c) Whosoever shall violate this section shall be fined up to fifty dollars (\$50.00) or imprisoned for not more than ten (10) days, or both.

**Sec. 11-110. - Definitions, application for license; form of license; investigation; issuance and renewal; license fee.**

(j) *Fees.* Each organization applying for a license shall pay a fee in the following amounts:

(1) A *bingo license*: an annual fee in the amount of one hundred dollars (\$100.00), which said license fee shall be paid prior to the issuance of such license. All licenses issued pursuant to this subsection shall be for the fee of one hundred dollars (\$100.00), regardless of the period of time remaining in the current calendar year for which the same are issued.

(2) A *"one-event" license*: a twenty-five (\$25.00) fee for each such "one-event" application.

(3) A *"special game" license*: a twenty-five dollar (\$25.00) fee for each such "special game license" application.

(4) *Gross Profits filings*: All organizations which are issued licenses under the provisions of this article shall remit a fee to the City of Mandeville to provide for the examination and administration of records and audit fees according to the following scale based on the gross profits (i.e. net proceeds after allowable expenses) for the quarterly filing:

Net Proceeds	Percentage
\$1,000.00	1%
\$1,001.00 and up	3%

#### DIVISION 13

#### STREETS, SIDEWALKS AND PUBLIC PLACES

##### **Sec. 13-13. - Mooring of noncommercial craft at public facilities on Bayou Castaine.**

(d) *Failure to maintain sanitary facilities*:. No waste water, oil, fuel, garbage, trash, refuse or other contaminants or waste, liquid or solid, shall be discharged into the waters of Bayou Castaine. Violation of this regulation shall be punishable by a \$500.00 fine and will be cause for immediate termination of the right to moor the vessel.

(4) *Penalties.* Whomever shall violate this section shall be fined one hundred dollars (\$100.00) per day for each day the vessel remains in the Harbor Wharfage Area beyond the current mooring period or imprisoned for not more than ten (10) days, or both, for each violation. Each day that such a condition continues shall be regarded as a new and separate violation.

#### DIVISION 14

#### TAXATION AND FINANCE

##### **Sec. 14-3. - Same—Amount**

- (b) *Retail dealers with gross sales less than ten thousand dollars:* businesses with gross sales of less than ten thousand dollars (\$10,000.00) shall pay an annual license fee of fifteen dollars (\$15.00).

**Sec. 14-7. - Same—Amount.**

- (1) *Minimum License:* The minimum license imposed as provided in [section 14-6](#) upon a company, society, association, corporation, firm or individual shall be the sum of ten dollars (\$10.00), provided the gross annual premiums without any deductions for dividends paid or otherwise credited to policy holders does not exceed two thousand dollars (\$2,000.00).
- (2) *Calculation of License:* the additional license thereafter shall be seventy dollars (\$70.00) on each ten thousand dollars (\$10,000.00), or fraction thereof, of gross annual premiums in excess of two thousand dollars (\$2,000.00).
- (3) *Maximum License:* the maximum amount of license tax from any one company, society, association, corporation, firm or individual shall not exceed twenty-one thousand dollars (\$21,000.00).

**Sec. 14-8. - License tax on casualty and similar insurers.**

Type	Gross Receipts	License Tax
1 <sup>st</sup> Class	\$0- \$2000	\$40.00
2 <sup>nd</sup> Class	\$2001-\$4000	\$60.00
3 <sup>rd</sup> Class	\$4001 - \$6000	\$80.00
4 <sup>th</sup> Class	\$6001 +	\$70.00 for each \$10,000 in excess of \$6,000.
<i>Maximum License</i>		\$9000.00

**Sec. 14-11. - Low alcohol tax.**

There is levied a tax [of] one dollar and fifty cents (\$1.50) per standard barrel of 31 gallons of low alcohol content beverages sold and consumed within the City of Mandeville.

**Sec. 14-20. - License fees.**

- (1) *Peddlers, as defined by R.S. 47:342 and falling under [section 11-48.1\(a\)\(1\)](#):* shall obtain a temporary license costing one hundred dollars (\$100.00) plus twenty-five (\$25.00) per cart.
- (2) *All other peddlers defined by R.S. 47:342:* shall obtain a license costing one hundred dollars (\$100.00).

**Sec. 14-36. - Imposition of taxes.**

- (a) *Scope, rates, tax of January 1, 1987.*

Rate	Item
one (1) percent of the sales price for each	item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due
one (1) percent of the cost price of each	item or article of tangible personal property



	when the same is not sold, but is used, consumed, distributed, or stored for use or consumption
one (1) percent of the gross proceeds	derived from the lease or rental of tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.
one (1) percent of the monthly lease rental price paid by lessee	monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property
one (1) percent of the gross proceeds	derived from the sale of services, as defined herein.

(b) *Scope, rates, tax of July 1, 1991.*

<b>Rate</b>	<b>Item</b>
One half of one (1/2%) percent of the sales price for each	item or article of tangible personal property when sold at retail in the authority, the tax to be computed on gross sales for the purpose of remitting the amount of tax due
One half of one (1/2%) percent of the cost price of each	item or article of tangible personal property when the same is not sold, but is used, consumed, distributed, or stored for use or consumption
One half of one (1/2%) percent of the gross proceeds	derived from the lease or rental of tangible personal property, as defined herein where the lease or rental of such property is an established business or the same is incidental or germane to the said business.
One half of one (1/2%) percent of the monthly lease rental price paid by lessee	monthly lease rental price paid by lessee or rentee, or contracted or agreed to be paid by lessee or rentee to the owner of the tangible personal property
One half of one (1/2%) percent of the gross proceeds	derived from the sale of services, as defined herein.

**Sec. 14-43. - Remedies for collection, including interest; penalties, etc.**

(c) *Delinquent Payment:*

- (1) *First thirty days late:* If the amount of tax due by the dealer is not paid on or before the twentieth (20th) day of the month next following the month for which the tax is due, there shall be collected, with said tax, interest upon said unpaid amount, at a rate not exceeding fifteen (15) percent per annum, or fractional part thereof, to be computed from the first day of the month next following the month for which the tax is due until it is paid;
- (2) *Each thirty days thereafter:* in addition to the interest that may be so due there shall also be collected a penalty equivalent to five (5) percent for each thirty (30) days, or fraction thereof, of delinquency, not to exceed twenty-five (25) percent in aggregate, of the tax due, when such tax is not paid within thirty (30) days of the date the tax first becomes due and payable; and
- (3) *Attorneys' fees:* in the event of suit, attorney's fees at the rate of ten (10) percent of the aggregate of tax, interest and penalty.

**Sec. 14-104. - Rates of license tax.**

(a) *Chain Store License Tax Schedule:*

Number of Stores in Group at Least	But Not More Than	License
2	10	\$10.00
11	35	\$15.00
36	50	\$20.00
51	75	\$25.00
76	100	\$30.00
101	125	\$50.00
126	150	\$100.00
151	175	\$150.00
176	200	\$200.00
201	225	\$250.00
226	250	\$300.00
251	275	\$350.00
276	300	\$400.00
301	400	\$450.00
401	500	\$500.00
501 and over		\$550.00

**Sec. 14-107. - When payable, interest penalties, posting license.**

*(b) Delinquency Penalty*

- (1) *for less than 30 days:* In addition to the other penalties otherwise provided for, a delinquency penalty of five (5) percent shall be paid if the delinquency in payment is for less than thirty (30) days;
- (2) *for each additional 30 days:* with an additional delinquency penalty of five (5) percent for each additional thirty (30) days or fraction thereof during which the delinquency continues.

**Sec. 14-108. - Penalties.**

In addition to the other penalties provided herein, whosoever shall violate the provisions of the article shall be fined not to exceed one hundred dollars (\$100.00) and shall be imprisoned for not more than thirty (30) days, or both.

DIVISION 15

TOBACCO AND TOBACCO PRODUCTS

**Sec. 15-3. - Application for license; term of license; license fee.**

(e) There is hereby imposed an initial license fee of twenty-five dollars (\$25.00) for the issuance of a license to sell tobacco products.

**Sec. 15-7. - Renewal of permits.**

- (1) *Renewal Application Timely Filed:* The application for renewal shall be accompanied by a renewal fee of ten dollars (\$10.00).
- (2) *Untimely Filed Renewal Application:* If a licensee fails to file a renewal application and pay the renewal fee timely, there shall be added to the fee a delinquency penalty of three dollars (\$3.00) if the failure is for not more than thirty (30) days, with an additional three dollars (\$3.00) for each additional thirty (30) days or fraction thereof during which the failure continues.

DIVISION 16

VEHICLES FOR HIRE

**Sec. 16.5. - Fee for permit.**

DIVISION 17  
WATERS AND SEWERS

**Sec. 17-12. - Deposits for water meters prescribed.**

The following deposits for water meters shall be paid before water service is furnished to a customer:

Rate No. 1		Rate Nos. 2, 3 & 4	
By owner of a residence	\$50.00	Business operated by owner of structure	\$80.00
By tenant of a residence	\$75.00	Business operated by tenant of structure	\$125.00

**Sec. 17-13. - Charge for turning on water.**

After the first turning on of the water to any consumer, a charge of twenty-five dollars (\$25.00) shall be paid in advance for any turning on of water thereafter, in addition to all charges, no matter from what cause cut off, except that no charge shall be made after cutting off for repairs or extensions.

**Sec. 17-14. - Monthly water service charges; collection of overdue charges.**

Gallons	Residential	Commercial
First 3000 gallons	\$10.00	\$19.00
Next 16,000 gallons	\$1.10 per 1000 gallons	\$1.10 per 1000 gallons
Next 30,000 gallons	\$1.30 per 1000 gallons	\$1.30 per 1000 gallons
All over 50,000 gallons	\$1.50 per 1000 gallons	\$1.50 per 1000 gallons

A late fee of twenty-five dollars (\$25.00) will be charged the consumer, in addition to all other charges, interest, and penalties collected.

**Sec. 17-15. - Monthly municipal sewer system charges; calculation and levy thereof; collection of overdue charges.**

	Existing Sewer Users	New Sewer Customers	Overdue Charges
Residential Customers	\$12.00	\$12.00	\$25.00
Nonresidential Customers	\$20.00	\$20.00	\$25.00

**Sec. 17-29. Special fees for citizens sixty-five years of age or older.**

Fee	Price
Water Fee	\$5.00/month
Garbage & Trash Collection Fee	\$6.00/ month
Sewerage Fee	\$4.00/month
Any other designated special fee	50% of normally levied fee or \$1.00, whichever is greater

Customers who qualify for the special fees who are not connected to the municipal water system shall be levied and billed the aggregate total of other municipal services **not to exceed eight dollars (\$8.00) per month.**

DIVISION 18

BOARDS, COMMITTEES & COMMISSION

DIVISION 19

PLANNING & DEVELOPMENT (COMPREHENSIVE LAND USE REGULATION ORDINANCE)

**CLURO 1.9.5. Penalty**

*Penalty for any violation of CLURO:* Any person violating any provision of these regulations shall be guilty of a misdemeanor, and deemed a public nuisance and upon conviction shall be punished for each separate offense by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment, or as provided in Section 1.9 of the Code of Ordinances of the City of Mandeville, whichever is greater. Each day any violation of any provision of these regulations shall continue shall constitute a separate offense.

**4.3.1.4. Fees for Requests to Amend the Official Zoning Map.**

Request	Amount
R-1, R-1X or R-2 Zoning	\$75.00 per acre or fraction thereof, up to a maximum of \$1,500.00
R-3, MH, O/R or B-3 Zoning	\$150.00 per acre or fraction thereof, up to a total maximum of \$2,100.00
B-1, B-2, B-4, PM-1, PM-2, Planned	\$250.00 initial processing fee, plus \$150.00 per District, M-1, M-2, or Industrial Zoning acre up to ten (10) acres. For each acre or fraction thereof over 10 acres, \$10.00 per acre shall be charged.

**4.3.2.4. Application and Fee.**

(j) *Application Fee for Special Use Permit:* Application fee of fifty (\$50.00) dollars per acre site or fraction thereof shall be submitted in conjunction with an application for a Special Use Permit.

**4.3.4.2. Fees for Filing Appeals and Variance Requests.**

Type of Fee	Cost
Appeal to the Zoning Commission Fee	\$25.00

Variance Request Fee	\$75.00
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**4.3.6. Procedure and Fees for Issuance of a Home Occupation Permit.**

Type of Fee	Cost
Application Fee	\$15.00
Renewal Fee	\$10.00

**5.1.9. Penalty for Failure to Obtain a Permit or Required Inspections and Reinspection of Failed (2)**

*Failure to Obtain an Approved Inspection Prior to Pouring of Slab/Footing*

Number of Penalties	Penalty
1 <sup>st</sup> Offense	\$500 and letter from LA Licensed Civil Engineer
2 <sup>nd</sup> Offense	\$1,000 fine and letter from LA Licensed Civil Engineer
3 <sup>rd</sup> Offense	\$1,000 fine and removal of the structural slab or footing

*Reinspection Fees*

Number of Reinspection	Fee / Penalty
1 <sup>st</sup> Reinspection	\$40.00
2 <sup>nd</sup> Reinspection	\$80.00
3 <sup>rd</sup> Reinspection	\$120.00
4 <sup>th</sup> Reinspection	\$240.00
5 <sup>th</sup> Reinspection	Citation and "stop work" order issued

**5.2.5.4. Sewer and Water Impact Fees.**

Impact Type	Sewer Fee	Water Fee
Residential Impact Fee	\$900.00 per residential unit	\$1100.00 per residential unit
Non-Residential Impact Fee	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots	\$.02 per square foot of lot or parcel of property affected including all areas for setbacks, green space, parking lots

**5.2.5.5. Water and Sewer Connections Fees.**

*1. Water Connection Fees:*

¾" tap	\$315.00
1" tap	\$420.00
1.5" tap	\$520.00
2" tap	\$650.00
Contractors deposit	\$100.00 (Maximum \$90.00 refundable based on use)
Water connection inspection fee	\$25.00

2. Sewer Connection Fees:

4" tap	\$300.00
6" tap	\$400.00
Sewer connection inspection fee	\$25.00

3. *Reduction of Fee:* The City may reduce the normal connection fee charged by the City from \$300.00 to \$125.00 for residences mentioned in section 17-79(a) of the City Code. Owner must bear the cost of extending the sewer line to connect to the City's clean-out at the property line.

**5.5. FEES FOR BUILDING PERMIT APPLICATIONS.**

<b>5.5.1 General Structure of Fees for Development Permits for Buildings</b>	
If estimated construction cost is less than \$5,000.00	\$40.00 for each required inspection
Plan Review Fee for all Building Permits	10% of the building permit fee
<b>5.5.2. Fees for Development Permits.</b>	
Minimum Permit Fee	\$40.00
Single, 2-family, and townhome dwellings	multiply the under-beam square footage of the construction by thirty (\$0.30) cents
Commercial, multi-family, and combined use structures	multiply the under-beam square footage of the construction by thirty-five (\$0.35) cents
Demolition	\$100 plus \$500 streets bond
Moving Building	\$100 plus \$500 streets bond
<b>5.5.3. Required Building Permit Fees for Minor Remodeling and Renovation.</b>	
Minor Remodel/ Renovation requiring electrical wiring, plumbing or structural change	\$40.00 per required inspection
<b>5.5.5. Required Fees for Tree and Shrub Removal Permits for Other Than R-1, R-1X and R-2 Districts.</b>	
Landscape installations and tree and shrub removal	\$40.00
Minimum Permit Fee	\$40.00
<b>5.5.6. Required Fee for Clearing Permit.</b>	
Clearing permit	\$50.00
Inspection of site clearing work	\$50.00
<b>5.5.7 Required Fees for Single- and Two-Family Residential Accessory Use Permits.</b>	
Accessory structure for single and two family residential use	\$40.00
Accessory structures such as, but not limited to pools, fences, or masonry walls; storage buildings and detached structures; fixed or movable marquees and awnings	\$40.00 per required inspection
<b>5.5.8. Required Fees for Electrical, Mechanical, Plumbing, and Fuel Gas Permits and Inspections.</b>	
Electrical, mechanical, plumbing, and fuel gas permits	\$40 for inspection plus \$2.00 for each fixture, circuit, combustion producing device, device utilizing a chimney or duct, or any other separate fixture, fitting, or system requiring inspection.
<b>5.5.9. Fees for Public Improvement Permits.</b>	





Electrical Sign	\$10.00		\$20.00 per face	\$0.50 per SF	\$40.00		
Non-Electrical Sign	\$10.00		\$15.00 per face	\$0.50 per SF	\$40.00		
Temporary Sign	\$10.00		\$10.00 per face	\$0.50 per SF	\$40.00		
Street Banner Sign	\$10.00	\$15.00			\$40.00		
Billboard	\$10.00				\$40.00	\$100.00 per face	\$50.00 per face
Mural	\$10.00	\$25.00			\$40.00		

### 10.10 Licensing of Contractors

Type of License	Initial Fee	Annual Renewal Fee
Sign Contractor's License	\$150.00	\$50.00

#### 12.4.1. [Subdivision application and associated fees.]

##### 1. Low-Density Residential Subdivision (One- and Two-Family Homes).

Subdivision over 5 acres	\$5,000.00 + \$100.00 per lot.
Subdivisions less than 5 acres	\$250.00 per lot.
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

##### 2. High-Density Residential and Non-Residential Subdivisions.

Subdivisions/Resubdivisions	\$0.05 per square foot of area.
Non-Residential Subdivisions/Resubdivisions	\$5,000.00 plus \$1,000.00 per acres or fraction thereof for every acre over 2.5 acres

##### 3. Fees for Application of High-Density Residential and Non-Residential Subdivisions.

Application for tentative approval	20%
Application for preliminary approval	60%
Application for final approval	20%
If construction period exceeded	Additional fees for City's field representatives at a rate of \$20.00 per hour

##### 4. Minor Subdivisions/Resubdivisions (No Utilities).

Application Fee	\$300.00
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DIVISION 20  
MAYOR'S COURT

(1) Fines:

VIOLATION	FINE
SPEEDING 1-10	200.00
SPEEDING 11-15	215.00
SPEEDING 16-20	225.00
SPEEDING 21-30	240.00
SPEEDING 31-OVER	275.00
SPEEDING SCHOOL ZONE 1-0	250.00
SPEEDING SCHOOL ZONE 11-15	275.00
SPEEDING SCHOOL ZONE 16+	300.00
PASSING SCHOOL BUS	425.00
SEAT BELT	50.00
CHILD RESTRAINT 1ST OFFENSE	150.00
SMOKING IN VEHICLE WITH CHILD	250.00
DRIVING UNDER SUSPENSION	275.00
EXCESSIVE ACCELERATION	225.00
DRAG RACING	260.00
TEXTING WHILE DRIVING 1ST OFFENSE	250.00
TEXTING WHILE DRIVING 2ND OFFENSE	500.00
RECKLESS OPERATION	275.00
CARELESS OPERATION	225.00
FAILURE TO STOP	200.00
FAILURE TO YIELD	200.00
HIT AND RUN	275.00
FAILURE TO DIM HEADLIGHTS	175.00
FOLLOWING TO CLOSE	225.00
IMPROPER BACKING	225.00
NO TRUCK ROUTE 32:262	175.00
AVOID LIGHT/INTERSECTION THRU PROP	175.00
OFF-ROAD VEHICLE	175.00
CROSSING FIRE HOSE	175.00
HANDICAPPED PARKING	300.00
FAILURE TO REPORT ACCIDENT	200.00
IMPEDING TRAFFIC	175.00
NO U-TURN	200.00
CROSSING BARRICADE	150.00
OBSTRUCTION OF ROADWAY	175.00
IMPROPER LANE USAGE	175.00

PASSING ON SHOULDER	200.00
OPEN CONTAINER	275.00
NO DRIVERS LICENSE ON PERSON	175.00
EXPIRED DRIVERS LICENSE	175.00
NO DRIVERS LICENSE	225.00
NO PROOF OF INSURANCE	175.00
NO INSURANCE	225.00
SWITCHED LICENSE PLATE	225.00
EXPIRED LICENSE PLATE	175.00
FAILURE TO CHANGE ADDRESS	175.00
IMPROPER PARKING	150.00
NO MVI	175.00
NO REGISTRATION	225.00
NOISE ORDINANCE	225.00
IMPROPER TURN	200.00
RED LIGHT	200.00
HANDS FREE SCHOOL ZONE	250.00
HEADLIGHTS WHEN REQUIRED	75.00
PROPER EQUIPMENT	175.00
MODIFIED/LOUD EXHAUST	175.00
NO LICENSE PLATE	200.00
EXPIRED MVI	175.00
CONTEMPT	300.00

(2) Fees & Costs

Court Costs	\$30.00 per offense
Filing Fee	\$1.00 per page, not to exceed \$30.00
Witness Fee, Service of Process, and Cost for Mileage	\$50.00 per day, not to exceed \$150.00 per day

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

**ORDINANCE NO. 23-19**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF MANDEVILLE REPEALING  
AND REPLACING ARTICLE 10: SIGN CODE OF THE LAND USE REGULATIONS  
OF APPENDIX A- COMPREHENSIVE LAND USE REGULATIONS OF THE CITY OF  
MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION  
THEREWITH**

**WHEREAS**, City Council of Mandeville approved and adopted Ordinance 15-11, which codified Article 10 Sign Code of the Land Use Regulations of Appendix A of the Comprehensive Land Use Regulations (CLURO) of the City of Mandeville; and

**WHEREAS**, the City of Mandeville Dept. Of Planning and Development contracted with Desire Line to review and amend the Sign Code; and

**WHEREAS**, the revised Code creates regulations that reflect current technology and terminology, removes and amends outdated and inappropriate standards, and clarifies definitions; and

**WHEREAS**, the revised Code ensures all regulations and prohibitions are compliant with the Louisiana and United States Constitutions, including but not limited to content neutrality and other 1<sup>st</sup> amendment considerations; and

**WHEREAS**, the Planning Commission recommended to approve the amendments to Article 10 as per **EXHIBIT A**.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Mandeville, that Article 10 of the CLURO, be adopted as if incorporated herein *in extenso* and amended to read as set forth in **EXHIBIT A**;

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

**BE IT FURTHER ORDAINED** that the Clerk of this Council be, and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this Ordinance.

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

AYES:

NAYS:



# CITY OF MANDEVILLE, LA

PLANNING AND DEVELOPMENT

## City Council

Rick Danielson (at Large)  
Jason Zuckerman (at Large)  
Rebecca Bush (District I)  
Dr. J. Skelly Kreller (District II)  
Jill McGuire (District III)

P: (985) 624-3103

W: [www.cityofmandeville.com/planning](http://www.cityofmandeville.com/planning)

E: [permits@cityofmandeville.com](mailto:permits@cityofmandeville.com)

### CLURO Text Study

#### Sign Code Amendment

**Study Intent:** To conduct a text amendment to CLURO Articles 2, 5, 6, 7, and 10 to amend regulations relative to the installation of signs City-wide including, but not limited to provisions to ensure that regulations are content-neutral, clear, and concise and to address issues such as abandoned signs, hazardous signs, temporary signs, free-standing signs, murals, and materials used in sign construction..

**Docket No. P23-04-02**

**Study Effect:** Citywide

**Public Notice Dates:**

**Public Hearing Date:**

### Findings.

1. **Background of CLURO and Sign Code in Mandeville.** The Comprehensive Land Use Regulations Ordinance (CLURO) was adopted in 2015 and the sign regulations have not been amended since its adoption. The Planning Commission and Council acted in 2022 to initiate a study of the code with the intent to:

- Create regulations that provide a means of implementing the policies & goals of the City of Mandeville Comprehensive Plan and other related long-range planning policy documents
- Create regulations that address market trends, incorporate best practices and address contextual issues throughout the City
- Remove or amend outdated or inappropriate standards
- Remove redundancies and conflicts
- Create clear definitions and terminology
- Ensure all regulations and prohibitions are compliant with the Louisiana and United States Constitutions, including but not limited to content neutrality and other 1st Amendment considerations
- Provide graphics and illustrations to supplement, replace and/or clarify written regulations; and
- Craft regulations that provide for effective administrative enforcement

A singular issue that attracted input during the period of the CLURO's implementation from 2015 to present was the issue of electronic signs. The 2015 CLURO adoption featured a ban on new electronic signs (electronic variable message or EMC and electronic message centers or EMC signs) and enabled the amortization of existing electronic signs. Despite a Council agenda featuring reconsideration of this prohibition and amortization, the prohibition has remained and the amortization period for these signs is now over.

2. **Justification for Sign Regulations Generally.** Without appropriate regulations, signs can pose a clear danger to vehicle traffic and pedestrians. Signs are a proper use of private property, a means of personal free expression and a necessary component of a commercial environment, however, an improperly regulated sign environment imposes health and safety dangers to the public.
3. **Signs and Traffic Safety.** It has been long recognized that sign controls are needed to promote traffic safety and avoid traffic accidents. Signs can distract motorists by impairing visibility. Traffic safety is improved by restricting the size, height, and locations of signs. Signs, if unregulated, can confuse motorists by mimicking traffic safety signals and signs and thereby cause serious injury or traffic fatalities. Effective sign regulation lessens hazardous conditions, confusion and visual clutter caused by the proliferation, improper placement, illumination and excessive height and size of signs which compete for the attention of pedestrians and vehicular traffic.

4. **Signs and Community Character.** Insufficiently-regulated signs may negatively affect the character of communities and the value of buildings. For example, blighted and antiquated signs and sign structures (i.e., the pole with a blank structure for a sign face) can contribute to an overall image of blight and a reduction of property values in declining areas if not addressed and removed via sign controls. Sign clutter and light pollution can reduce the effectiveness of signs because each sign is in competition for attention, thereby reducing their visibility.
5. **Sign Clutter.** While sign regulation serves the interests of the business community, unregulated competition among businesses where individual business signs are not adequately visible results in too many signs and a point of diminishing returns. Sign regulations help to maintain the scenic heritage and unique character of the community by implementing uniformity of standards and quality in signs. Signs substantially influence the appearance of the community, and sign regulation is essential to the community's long-term economic viability. Sign controls improve visual character.
6. **Reed v. Gilbert and Content Neutrality.** In 2015, the U.S. Supreme Court decided the case of *Reed v. Town of Gilbert*<sup>1</sup> (576 U.S. 155) that established strict scrutiny of content-based sign regulations. This and subsequent cases severely limited the circumstances in which content can be used to regulate signs. Best practices in sign regulation following this and subsequent court decisions focuses on regulating signs in a manner that is “content-neutral” meaning regulation of the time, place, and manner of signs regardless of the speaker or message conveyed in a sign.
7. **Temporary Sign Allowances and Enforcement.** In order to maintain content-neutrality in sign regulation the recommended amendments include the removal of regulations that are based on a number of temporary sign categories such as “real-estate signs,” “non-commercial signs,” “seasonal banners,” “garage sale signs,” and “election signs.” All of these sign types regulate signage based on the content or speaker (purpose or message) of the sign. In order to effectively regulate all of these categories of signs, the recommendations herein focus on clear regulation of temporary signs, including cumulative limits on the number and size of temporary signs (of any purpose), the reduction of permit requirements where possible (to preserve staff time and reduce the possibility for content-based permitting) and a precise focus on enforcement (to ensure that if a site exceeds these requirements for temporary signage it can be removed immediately). Although temporary signs can be adequately managed through a complaint-based field enforcement approach, these recommendations include the provision to prohibit snipe signs and feather signs, as many jurisdictions find that these sign types can become debris and can quickly contribute to sign clutter and nuisance.
8. **Current Sign Code.** The currently effective City of Mandeville sign code is intended to be content-neutral (and therefore compliant with first amendment protections as interpreted in the *Reed v. Gilbert* case), however the sign code can be enhanced by adding clarity and regulatory content regarding:
  - Eliminating regulatory categories of signs that are not content-neutral and could be interpreted as regulating speech based on the content or speaker;
  - Eliminating regulations that are outdated, such as those regulations for the amortization of electronic signs
  - Creating clear tables and definitions of sign types so that administration of the sign code is user-friendly and easy to understand
  - Clarifying the prohibition on EVM and ECM signs and billboards
  - Adding best practices regulations for murals
  - Clarifying and simplifying how temporary signs are regulated and how such signs can be removed if found to be noncompliant
  - Clarifications to the removal of abandoned signs or signs in disrepair
9. **Mandeville’s Community Character and Needs for Sign Regulation.** The City of Mandeville also has a specific aesthetic and historic character that is especially important given the proximity of residential and commercial uses. The Code of Ordinances specifically states that, “Since its incorporation in 1840, Mandeville has been a place to live and work in retreat from the stress, congestion and pollution of the metropolitan city<sup>2</sup>.” To this end, Mandeville sign regulations should ensure that

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<sup>1</sup> <https://www.signs.org/local-sign-code-guidance/reed-v-town-of-gilbert>

<sup>2</sup> CLURO Article 1, Section 1.2.4.

new signage placed in the City does not include intrusive lighting and is built to a human and pedestrian scale rather than a scale for heavy highway or interstate signage. The recommendations within this study aim to generally reduce the visual clutter of outdoor signage by:

- Expanding allowances for a-frame or sandwich board signs which have a traditional development aesthetic;
- Requiring all new detached signs to be designed as monument signs or use wooden sign posts; and
- Reducing the overall sign area allowances for commercial and residential districts, including the B-3 district.

10. **Reduction in Light Pollution.** Article 8 of the CLURO, regarding outdoor lighting states, “These regulations are intended to implement “dark skies” principles in the City of Mandeville Good outdoor lighting at night benefits everyone. It increases safety, enhances the City's nighttime character, and helps provide security. New lighting technologies have produced lights that are extremely powerful, and these types of lights may be improperly installed so that they create problems of excessive glare, light trespass, and higher energy use. Excessive glare can be annoying and may cause safety problems<sup>3</sup>.” Similarly, brightly lit and insufficiently shielded and directed sign lighting (either internal illumination or external lighting that creates up light), can cause light pollution in the suburban environment. The recommendations within this study aim to reduce potentially harmful light pollution from signage.

11. **Clear Prohibition of LED Strip Lighting.** LED strip lighting is an emerging trend in commercial lighting, however it can be extremely disruptive to residents and motorists due to its extreme brightness and use of this type of lighting for flashing or moving displays. This type of lighting is not appropriate in Mandeville so the recommendations herein include a clear prohibition on this type of lighting and signage including this type of lighting.

Example of LED Strip Lighting:



Image source: <https://borderline-lighting.com/shop/package-specials/window-light-led/>

12. **Flexibility for Signage Internal to a Site.** The recommendations in this study feature specific standards for drive-through signs and signs oriented to rear doors and internal circulation, as well as incidental signs and window signs. The intent of these amendments are to balance property owners’ need to guide vehicular and pedestrian traffic within a site while maintaining a landscape free of visual clutter along public streets.

13. **Allowances for Hanging Signs, Canopy Signs, Certain Neon Signs, and Blade Signs.** The recommendations in this study allow for creative use of various sign types such as signs that hang from a balcony above a walkway, signs that are printed on a canopy or awning, use of neon signs in limited circumstances that are innovative and have a distinctive appearance, and blade signs (signs that are affixed to a building wall but project outward from the building face). These types of signs can create a more historic or “small-town” feel through their aesthetic appearance, while allowing for sign visibility.

14. **General Intent.** Sign regulations established in this section balance concerns related to maintenance and safety with freedom of expression or speech. When signage content is considered, such consideration is to ensure public health and safety, and include signs necessary for emergency response, law enforcement, and the prevention of traffic or health fatalities.

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<sup>3</sup> CLURO Article 8, Section 8.1.10.1.

### Summary of Recommended Amendments.

1. Reorganize sign ordinance headings to serve as a user-friendly guide and follow a general outline that includes: general intent → administration → definitions → prohibited and exempt signs → procedures → construction and design standards → nonconforming signs → additional sign procedures → enforcement.
2. Clearly prohibit billboards, unsafe placement of signs or signs placed in a right-of-way, and feather signs, among other sign types.

Example of a feather sign:



3. Exempt temporary signs from sign permit requirements, limit all sites to two temporary signs per site with a cumulative maximum of 8 square feet in residential and B-3 districts and one temporary sign per street frontage with a maximum of 16 square feet per sign in commercial districts and limit all temporary signs to be installed for a maximum duration of 90 days. Clarify that these signs may not be installed in any rights of way and that the City is authorized to remove illegally installed temporary signs.
4. Clarify the treatment of etched signage or text above a door, in a window, or within the architectural elements of a building.
5. Clarify how signs are to be measured when reviewed by the City.
6. Clarified roles of the Planning Director and Building Inspector in the processes of reviewing, permitting, and inspecting signs in the City.
7. Allow the use of neon and similar signage techniques only in limited circumstances and when innovative design is employed in keeping with best practice for the use of neon signage.
8. Added a set of consolidated tables to describe which types of signs are allowed in each zoning district.
9. Restricted free-standing signage to only monument-type signs or signs with wooden posts in residential and institutional districts.
10. Restricted the ability for signs in residential district to be illuminated (requiring shielding, prohibiting uplight, restricting lighting to certain sign types).
11. Reduced sign area allowances for all commercial and mixed use districts, including for complex developments.
12. Clarify the treatment of signs internal to a site that are oriented to drive-through uses, used for internal circulation and direction, or are incidental to a use and not visible from a right-of-way.
13. Reduce allowable window signage area and add clearly enforceable standards for window sign placement and methods.
14. Enabled legally nonconforming signs to replace sign face without losing their legally nonconforming status.
15. Removed outdated language relevant to the amortization of electronic signs.
16. Added flexibility for neon, roof, marquee, and etched signs in the Historic Preservation District, subject to Historic Preservation District Commission review and certificate of appropriateness.



**Detailed Code Recommendation.**

**EXHIBIT A: PROPOSED SIGN CODE TEXT**

Key for reviewers:

\* \* \*

The asterisks above indicate where existing code text should remain as is currently published.

1. That the City of Mandeville amend the Code of Ordinances, Appendix A – Comprehensive Land Use Regulation Ordinance, Division I. - General and Administrative Provisions, Article 2. – General Administrative Provisions, Section 2.5 – Responsibilities of City Departments and Staff, and Article 5. - Building Codes and Permitting Requirements, Section 5.8 – Required Licensing and Bonding of Contractors to remove references to billboards to read as follows:

**ARTICLE 2 - GENERAL ADMINISTRATIVE PROVISIONS**

\* \* \*

**2.5. RESPONSIBILITIES OF CITY DEPARTMENTS AND STAFF.**

\* \* \*

**2.5.3. Qualifications and Duties of the Building Inspector.**

1. *Qualifications of the Building Inspector.* The qualifications of the Building Inspector shall be defined by the civil service codes of the City of Mandeville. In addition, the Building Inspector shall be minimally required to have an IBC Certified Building Inspector, Plan Review and Coastal Construction Inspection certifications. The Building Inspector, or his designee(s), being the party responsible for plumbing, electrical and mechanical inspections, shall be required to have Plumbing, Electrical and Mechanical Inspection certifications by International Code Council (ICC), respectively.
2. *Duties of the Building Inspector.* The Building Inspector or his duly authorized representative shall perform the following duties:
  - a. Interpret the provisions of the adopted codes of the International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC) and the National Electrical Code (NEC) as identified in Article 5 and receive applications required by these regulations, issue permits and furnish the prescribed certificates. He shall examine premises for which permits have been issued and shall make necessary inspections to see that the provisions of law are complied with and that construction is prosecuted safely. He shall assure that all permits issued are in conformance with all adopted codes of the City by enlisting the approval of the Planning Director and the Director of Public Works (or by the City Engineer when the services of the City Engineer are determined necessary by the Public Works Director) for all permits involving work falling within the code provisions administered by these individuals.
  - b. The Building Inspector shall enforce all laws relating to the construction, alteration, removal, demolition, raising or lowering equipment, use and occupancy, location and maintenance of buildings and structures, including electrical, plumbing, air-conditioning, heat and appurtenances thereto, together with elevators, signs, marquees and awnings and any and all other separate ordinances wherein he is charged with the enforcement authority and responsibility. He shall, when requested by proper authority or when the interests of the municipality so require, make investigations in connection with matters referred to in these codes and render written reports on same. To enforce compliance with law, to remove illegal or unsafe conditions, to secure the necessary safeguards during construction, or to require adequate exit facilities in buildings and structures, he shall issue notices or orders as may be necessary; and

\* \* \*

**ARTICLE 5 - BUILDING CODES AND PERMITTING REQUIREMENTS**

\* \* \*

**5.8. REQUIRED LICENSING AND BONDING OF CONTRACTORS.**

\* \* \*

**5.8.1.2. Sign Contractor Registration Requirement.**

1. No person shall engage in any business or activity described in Article 10 without complying with the terms of the following requirements.
2. Every person commercially engaged in constructing, erecting, installing, maintaining or operating outdoor advertising, advertising structures, advertising signs, painted signs on structures, signboards or similar devices, whether as a primary or incidental activity, and whether or not such person is otherwise registered by the City, shall obtain a sign contractor's registration and pay a fee as the Mayor and City Council shall deem appropriate.
3. In addition to the general sign contractor's registration requirement, electrical signs may only be installed by an electrician registered with the City.

\* \* \*

2. That the City of Mandeville amend the Code of Ordinances, Appendix A – Comprehensive Land Use Regulation Ordinance, Division II. – Buildings and Zoning Regulations, Article 6. – Land Use Classifications, Section 6.8 – Accessory Use Classifications, and Article 7 - Zoning District Regulations to remove references to speaker oriented on- and off- premise signs, clarify the sign standards applicable to the G-O district, and clarify that signs in the Historic Preservation Overlay District must undergo Commission review to read as follows:

**ARTICLE 6 - LAND USE CLASSIFICATIONS**

\* \* \*

**6.8. ACCESSORY USE CLASSIFICATIONS.**

\* \* \*

**6.8.3. Accessory Uses - Residential**

The following activities are specifically regarded as accessory to residential principal uses and may only occur subsequent to the occupancy of the principal structure:

1. Incidental storage of household items or yard maintenance equipment owned by the occupant of the principal structure.
2. Offices or studios for personal use within an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on personal business or artistic activities of a non-commercial nature, so long as such activities do not fall within the definition of a home occupation.
3. Hobbies or recreational activities of a noncommercial nature.
4. The renting out, on a monthly or longer basis, of one (1) room within a dwelling unit to not more than two persons who are not part of the family that resides in the dwelling unit, provided the room is not equipped with cooking facilities.
5. Yard sales or garage sales, so long as such sales are not conducted on the same lot for more than three (3) days (whether consecutive or not) during any 90 day period.

**6.8.4. Accessory Use – Outdoor Dining**

Outdoor seating and tables for a restaurant that is otherwise allowed within the applicable zoning district and complies with applicable district regulations.

**ARTICLE 7 - ZONING DISTRICT REGULATIONS**

\* \* \*

**7.6. OVERLAY ZONING DISTRICT REGULATIONS.**

\* \* \*

**7.6.2. G-O Gateway Overlay District.**

\* \* \*

**7.6.2.8. Building Elements.**

\* \* \*

6. *Signage.* Signage in the Gateway Overlay District shall be provided in accordance with Article 10. - Sign Code.

\* \* \*

**7.6.4.4. Applicability**

The regulations of the District shall apply to:

1. Exterior architectural features related to those buildings or structures that are classified as Contributing, Significant, or Landmark on the Historic Preservation District Survey; and
2. Demolition and relocation of buildings and structures that are 50 years old or older or buildings and structures that are classified as Contributing, Significant, or Landmark on the Mandeville Historic Preservation Survey; and
3. Exterior architectural features related to new construction; and
4. Elevation of any existing structure located within the District; and
5. Exterior architectural features related to additions and renovations to those buildings or structures that are classified as Contributing, Significant, or Landmark on the Historic Preservation District Survey; and
6. The installation of signage proposed to be affixed to any contributing or significant building or designated landmark within the District.

Landmarks and satellites located wheresoever in the City shall be subject to the jurisdiction of the Commission. Nothing in this ordinance shall be construed to prevent ordinary maintenance, repairs or other such activities that would involve the modification of, but not limited to, paint color, exterior hardware and light fixtures. Detached accessory buildings, as defined by the CLURO, shall be excluded from the regulations of the District unless specifically identified as Significant, Contributing or Landmark on the Historic Preservation District Survey.

\* \* \*

**7.7. TABLE OF PERMITTED USES BY ZONING DISTRICT.**

\* \* \*

**7.7.2. Use of Symbols in Table of Permitted Uses**

The following is a list of the symbols used in the Table of Permitted Uses to represent the procedure required for the placement of the use within the designated zoning district:

*P – Permitted.* A use as defined in Article 6 permitted by-right in the designated zoning district.

*S- Special Use Permit.* A use permitted-conditionally in the designated zoning district with issuance of a Special Use Permit by the Zoning Commission in accordance with procedures as provided in Article 4, based on standards applicable to the use and other conditions that the Zoning Commission finds are necessary to ensure compatibility between the proposed development and adjacent uses.

*C - Conditional Use.* A use permitted in the designated zoning district with the approval of the City Council by ordinance in accordance with the procedure for Conditional Use Permits and Planned Districts as provided in Article 4.

*\* - Special Development Criteria.* Uses shown with an asterisk are uses that are permitted in accordance with the guidelines of the Special Use Criteria provided in Article 8 of this Land Use Regulations Ordinance and/or the applicable zoning district regulations for the regulation of the specific use.

**\*\*\* - Bed and Breakfast Residences** are only permitted within the R-1, Single Family Residential and R-1X, Single Family Residential districts where they are located within the Mandeville Historic Preservation District with approval of a Special Use Permit.

\* \* \*

Use Classification	R.1	R.1X	R.2	R.3	MH	I	O	B.1	B.2	B.3	B.4	O/R	PM.1	PM.2	M.1	M.2	TC	H-P
6.8.3 Accessory Uses (Residential)	P	P	P	P	P					P		P	P	P	C			P
6.8.4 Accessory Outdoor Dining On-Site								S	S	S	S		S	S	C	S	S	
6.8.4 Accessory Outdoor Dining In Right-of Way									C	C	C		C	C	C	C	C	

3. That the City of Mandeville conduct a full-scale code amendment the Code of Ordinances, Appendix A – Comprehensive Land Use Regulation Ordinance, Division II. – Building and Zoning Regulations, Article 10. – Sign Code to read as follows:

## **ARTICLE 10 - SIGN CODE**

### **10.1- INTRODUCTION AND GENERAL STATEMENTS**

#### **10.1.1. Findings.**

The City Council, after due and careful study and deliberation, and in full consideration of comments received from interested members of the general public, hereby find and declare:

1. That the people of the City have a primary interest in controlling the erection, location and maintenance of signs in a manner designed to protect the public health, safety, and welfare.
2. That the rapid economic development of the City has resulted in a great increase in the number of businesses located in the City, with a marked increase in the number and size of signs advertising such business activities, creating conflicts between advertising signs themselves and between traffic regulating devices and advertising signs, which by their primary purpose draw attention to them potentially to the detriment of sound driving practices.
3. That it is necessary to the public safety that official traffic regulating devices be easily visible and free from such nearby visual obstructions such as blinking signs, distracting signs, excessive number of signs, or signs in any way resembling public signs.
4. That it is necessary to provide opportunities for both commercial and non-commercial speech in the form of signs.
5. That the construction, erection, and maintenance of large outdoor signs, suspended from or placed on top of buildings, walls or other structures constitutes a direct danger to pedestrian traffic below such signs, especially during periods when winds of high velocity are prevalent.
6. That the uncontrolled erection and maintenance of large or distracting signs seriously detracts from the enjoyment and pleasure of the natural scenic beauty of the Mandeville area.
7. That brightly lit signs are inconsistent with the City's status as a dark skies community and the overall character of the City.
8. That this Sign Code shall apply to the design, quality of materials, construction, location, electrification, illumination and maintenance of all signs and sign structures to be located within the City.
9. That effective sign regulation should not restrict speech on the basis of its content, viewpoint, speaker, or message.

#### **10.1.2. Statement of Purpose and Intent.**

The purposes of the Sign Code are hereby declared to be:

1. The protection of the health, safety and welfare of the citizens of Mandeville;
2. The exercise of free speech;
3. The protection and preservation of property values and the promotion of economic well-being throughout the community; and
4. The preservation and maintenance of the visual and aesthetic quality of the community in accord with the character of the City of Mandeville and the surrounding area through the establishment and enforcement of standards for the construction, location, and maintenance of all signs within the City.

#### **10.1.3. Content Neutrality.**

Any sign erected pursuant to the provisions of this Article or Sign Code may, at the option of the owner, contain a noncommercial message unrelated to the business located on the premises where the sign is erected. The noncommercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the sign is not a prohibited sign and otherwise conforms to the provisions of this Sign Code.

## 10.2. - SIGN CODE ADMINISTRATION.

### 10.2.1. Interpretation.

1. *Intent.* The provisions of this Article are intended to supplement and to be read and applied in pari material with all existing laws, ordinances and regulations of this City. The provisions of this Article shall not be deemed to have repealed or suspended any such existing law, ordinance or regulation of this City unless such result shall have been expressly stated or be clearly intended by the context and language of the provision in question.
2. *Conflicts.* In the event of a conflict in any particular circumstances between the provisions or requirements of this Article and the provisions or requirements of any other law, ordinance or regulation of this City the more restrictive provision or requirement shall apply unless a contrary application thereof is expressly directed or clearly intended by the context and language of the laws, ordinances and regulations in question.
3. *No standard.* Where the Sign Code is silent or where the rules of this Sign Code do not provide a basis for concluding that a sign is allowed, the sign in question will be prohibited.
4. *Building code.* Unless otherwise provided, all signs must be constructed and erected in accordance with the building codes of the City.
5. *Message.* This Article is not intended to and does not restrict speech based on content, viewpoint, speaker, or message. Any classification of signs in this Article that permits speech by reason of the type of sign, identity of the sign user, or otherwise, will be interpreted to allow noncommercial speech on the sign. To the extent that any provision of this Article is ambiguous, the term will be interpreted not to regulate based on the content or speaker of the message.

### 10.2.2. Applicability.

1. *In general.* Except as provided in this Section, the requirements of this Article apply to all signs, sign structures, awnings, and other types of sign devices located in the City.
2. *Permit required.* Except as provided for in Section 10.5 Exemptions, it is unlawful for any person to erect, relocate, or structurally alter any sign without first obtaining a sign permit in accordance with this Article.

### 10.2.3. Severability.

1. If any provision of the CLURO regulating signs is declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the CLURO regulating signs and all such provisions shall remain in full force and effect.
2. If any article, section, subsection, sentence, clause, or phrase of these regulations is, for any reason, held unconstitutional or invalid, such decision or holding will not affect the validity of the remaining portions hereof. It being the intent of the City Council to enact each section and portion thereof, individually and each such section will stand alone, if necessary, and be in force not with the validity of any other article, section, subsection, sentence, clause, or phrase of these regulations.

## 10.3. - DEFINITIONS.

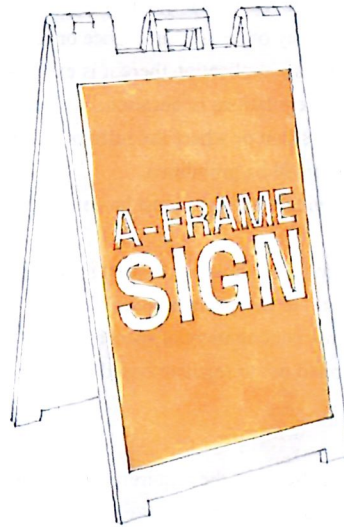
For the purposes of this Sign Code, and unless the context indicates clearly contradictory intent, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not discretionary, the word "building" includes "structures" except "sign structures."

Any word, term or phrase used in this Sign Code and not otherwise defined herein but defined elsewhere in any other ordinance or regulation of the City of Mandeville shall be defined in accordance with the definition set forth in such other ordinance or regulation unless the context in which such word, term or phrase is used in this Article indicates that the application of that definition would lead to a result which is inconsistent, unintended, or out of character with the purpose of this Sign Code and the plan of regulation set forth herein. All remaining terms of this Sign Code shall carry their usual and customary meanings. Terms indigenous to the industry shall be defined in accordance with their usual and customary understanding in the trade industry or profession to which they apply, unless such terms are otherwise defined herein.

1. *Abandoned Sign.* A sign that has fallen into a state of disrepair or is otherwise deteriorated as a result of a lack of maintenance, repair or upkeep. Evidence of abandonment may include, but is not limited to, peeling paint or finish material; warped, bent or otherwise disfigured sign components; or a punctured or otherwise damaged sign face.

2. *A-frame sign.* A sign, ordinarily in the shape of an "A" or some variation such as a "T" shape, made of metal, wood, chalkboard, or white board, located on the ground and generally oriented to pedestrians, not permanently attached, and easily movable.

**Figure 10.3.1: A-Frame Sign Example.**



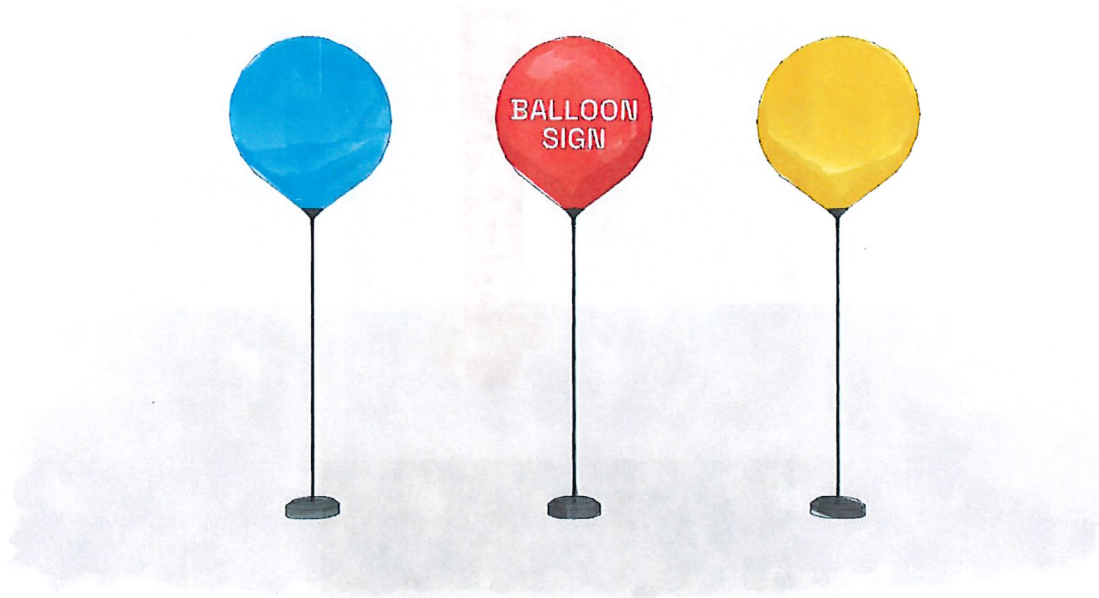
3. *Address Sign.* A sign that conveys the numeric address or identification of the premises on which it is located.
4. *Alteration.* A change in a sign's size, shape, electrical display, position, location, construction or supporting structure.
5. *Animated sign.* A sign that contains visible moving parts, flashing or osculating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means that move, change, flash, osculate or visibly alters in appearance.
6. *Attached Sign.* An attached sign is any sign that is physically connected to and derives structural support from a building or building appurtenance, such as wall signs, blade signs, awning signs, canopy signs, and hanging signs.
7. *Audible Sign.* An audible sign is any sign that is designed to, or which does produce sound discernable to, a person of normal hearing situated off the premises on which the sign is located.
8. *Awning.* A shelter supported entirely from the exterior wall of a building.
9. *Awning sign.* A sign that is attached to or painted onto an awning, canopy, or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area. For the purposes of this code, awning signs are considered equivalent to canopy signs.

Figure 10.3.2: Awning Sign Example.



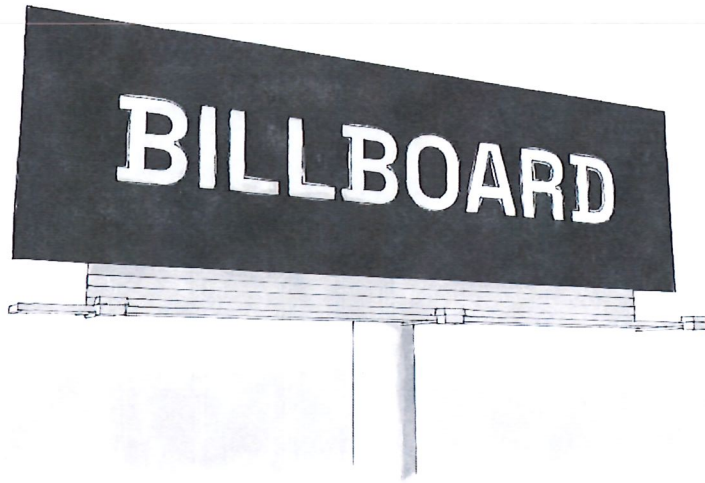
10. *Balloon sign.* An inflatable circular or round object tethered in a fixed location that displays signage either on its surface or as an attachment.

Figure 10.3.3: Balloon Sign Example.



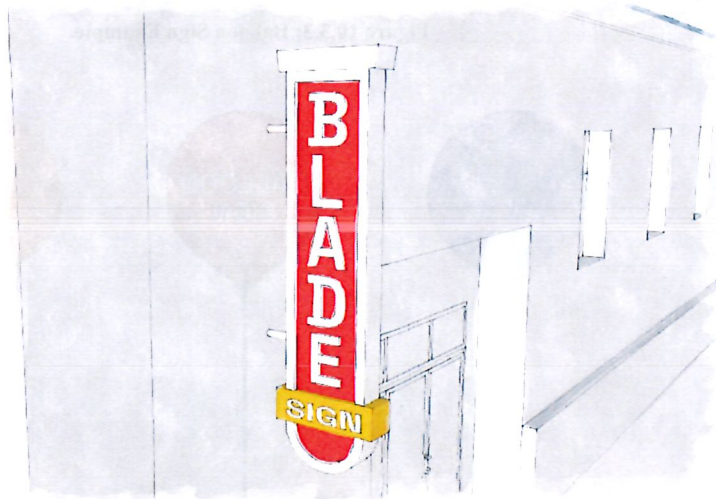
11. *Bench Sign.* A bench sign is a sign on any portion of a bench or other non-mobile structure or device intended for public seating or convenience.
12. *Billboard.* A billboard is a detached pole sign specifically oriented toward vehicular traffic on expressways, interstates, or highways.

Figure 10.3.4: Billboard Example.



13. *Blade sign.* A sign affixed to a building or wall in such a manner that its leading edge extends beyond the surface of such building or wall.

Figure 10.3.5: Blade Sign Examples.





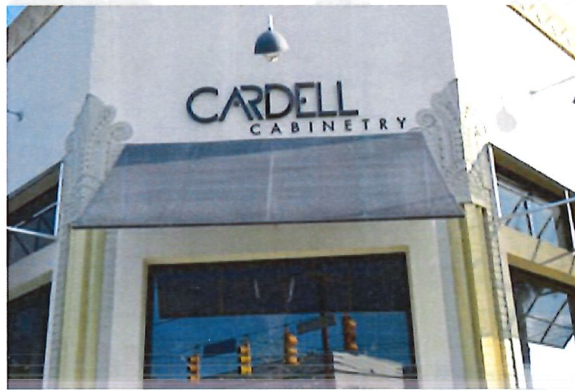
14. *Canopy.* An overhead structure that provides weather protection for pedestrians. Awnings and marquees (defined herein) are different types of canopies.
15. *Canopy sign.* A sign that is part of, or attached to, a canopy cover or canopy structure.

**Figure 10.3.6: Canopy Sign Examples.**



16. *Circulation Sign.* A detached sign that is located within 50 feet of an access way that connects private property to a public street or a driveway or pedestrian walkway providing internal circulation within a development site.
17. *Conforming sign.* A sign that is legally installed in conformance to all prevailing jurisdictional laws and ordinances.
18. *Copy.* The graphic content or message of a sign.
19. *Detached sign.* A sign that is not affixed or attached to a building. Detached sign may describe a pole, pylon, billboard, or monument sign.
20. *Drive-through sign.* A sign that is specifically oriented toward vehicles within a drive-through queue and is not oriented toward traffic on a public right-of-way, regardless of sign content.
21. *Electrical Sign.* An electrical sign is any sign containing a motor or wiring that is connected or attached, or intended to be connected or attached, to an electrical energy source.
22. *Electronic Message Centers (EMC), Electronic Variable Message (EVM) Signs, or Digital Signs.* An electrically activated, changeable copy or message sign with a variable message and/or graphic presentation capability that can be electronically programmed by computer from a remote location or at the sign. Also known as an EMC or digital sign, these signs typically use arrays of LED lights to create an illuminated message.
23. *Externally illuminated sign.* A sign that uses a light source external to the text or copy elements to improve visibility of the sign in low-light conditions.

**Figure 10.3.7: Externally Illuminated Sign Example.**



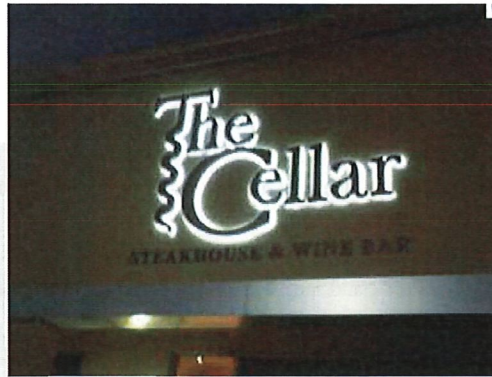
24. *Feather sign.* A vertical portable sign that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.

**Figure 10.3.8: Feather Sign Example.**



- 25. *Flag.* Fabric or bunting containing colors, patterns, symbols, or copy that can be raised and lowered on a flag pole. A photo, drawing or similar depiction of a flag on non-fabric material is not included in this definition. Feather signs, banners, or other signs elsewhere defined in this section are not flags.
- 26. *Flashing Sign.* Any sign that conveys a message through one or more light sources turning off and on, which includes signs with animations, video, blinking lights or message changes on an electronic message center that exceed authorized frequencies.
- 27. *Freestanding Sign.* A freestanding sign is a sign supported by a sign structure secured in the ground and which is wholly independent of any guy wire, support wire, building, fence, vehicle or object other than the sign structure, for support. A freestanding sign is synonymous to a detached sign.
- 28. *Grade or ground.* The elevation or level of the street closest to a sign to which reference is made, as measured at the street's centerline, or the relative ground level in the immediate vicinity of the sign.
- 29. *Haloed letter signs.* A sign using illumination set behind text to enhance visibility.

**Figure 10.3.9: Haloed Letter Sign Example.**



- 30. *Hanging sign.* A sign that is hung perpendicular to a building façade beneath the underside of an awning, canopy, or other structural protective cover over a door, entrance, window, or outdoor service area.

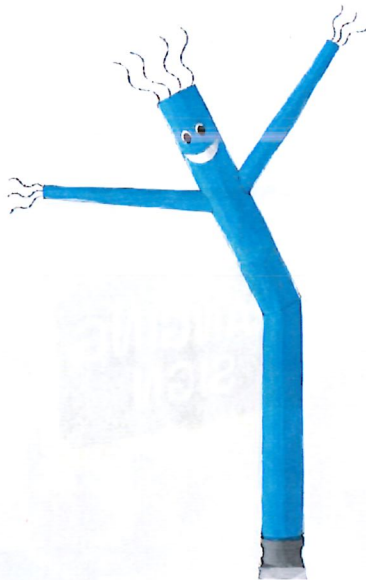
**Figure 10.3.10: Hanging Sign Examples.**





31. *Illuminated Sign.* An illuminated sign is any sign which has characters, letters, figures, designs or outlines illuminated by a light source which is designed to illuminate such signs.
32. *Incidental Sign.* A sign that cannot be read from a public right-of-way. For purposes of this definition, incidental signs include sign faces that cannot be seen from a public right-of-way or private street, and signs consisting solely of lettering less than two and one half (2 ½) inches in height.
33. *Indoor Sign.* Any sign, located within a building and directed towards people within the building, not including window signs.
34. *Inflatable Sign.* An inflatable sign is any sign dependent in whole or in part for its structural integrity on the infusion into said sign of compressed air or other fluids, and specifically including balloons larger than two (2) feet in diameter or two (2) foot square in area or other gas or liquid filled figures.

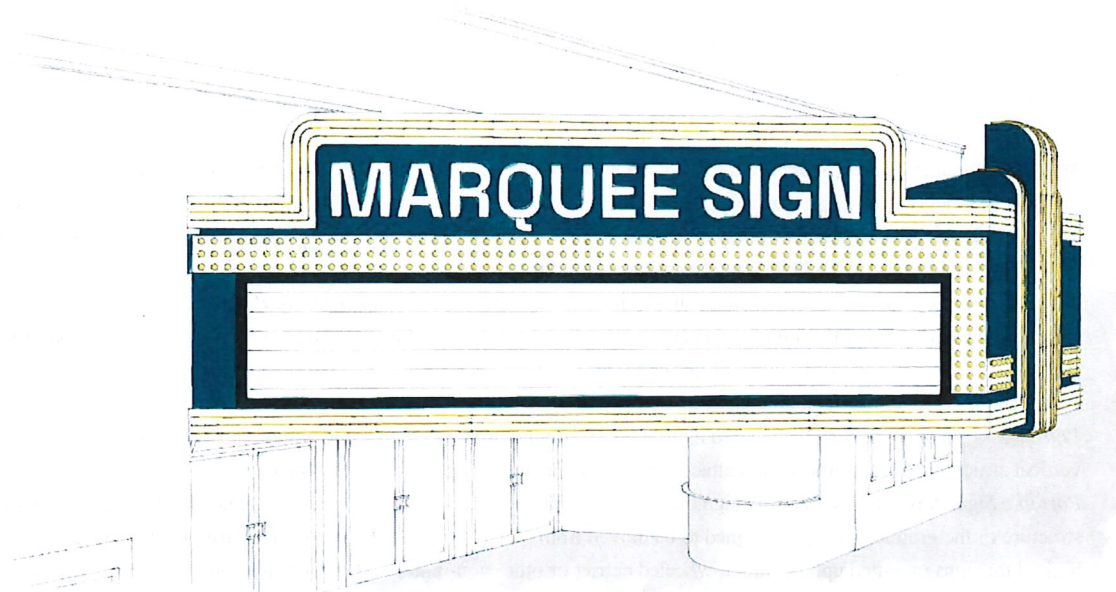
**Figure 10.3.11: Inflatable Sign Example.**



35. *Internally illuminated sign.* A sign that is illuminated by internal elements.
36. *Lights.* Lights serving as signs include the following:
  - a. *Searchlight:* A strong or bright light with a reflector in a swivel so that its beam may be sent or directed in various directions.
  - b. *Beacon:* A strong or bright light focused or directed in one or more directions.
  - c. *Flashing Lights:* Any light or light source or reflection of light source that is intermittent in duration, color, or intensity or which creates or is designed to create an illusion of intermittency in duration, color, or intensity.

- d. *String of Lights*: A string of electrical conductors containing two (2) or more lights or light sockets.
  - e. *Laser*: A device emitting a narrow, intense beam of light waves that have been amplified and concentrated by stimulated atoms, or the light produced by such device.
  - f. *Neon or Tubular Signs*: Signs with neon, argon or similar gas in a tube which is charged with electricity and used to create an illuminated tubular sign or an illuminated decorative element. The tubing may contain an alternative illumination technology, such as, but not limited to, light-emitting diodes (LEDs). Any nongaseous illumination technology, such as LEDs, must produce illumination that appears to be a continuous, uninterrupted line, similar to illumination produced by gaseous illumination technology. See Sign Standards for further requirements for the use of neon or tubular signage elements.
  - g. *LED Signs*: See Electronic Message Centers
  - h. *Projected Sign*. A projected sign is a sign or visual image created by the projection of light onto a surface.
37. *Marquee Sign*. A marquee sign is any sign attached to and made part of a marquee. A marquee is defined as a permanent roof-like structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed to provide protection against the weather. Marquee signs are a type of attached sign.

**Figure 10.3.12: Marquee Sign Example.**



38. *Monument Sign*. A monument sign is a detached, low, freestanding sign with the entire length of the sign in contact with the ground or a pedestal that rests upon the ground including the following construction types:
- a. The sign is constructed or connected directly on or to a sign support consisting of a concrete slab base or foundation or a base or foundation of similar type of construction; or
  - b. Monolithic construction in which the sign's base or support is of uniform composition with the material comprising the sign area of said sign and the base or support of said sign is directly affixed in or to the ground.
- A sign base, foundation or support consisting in whole or in part of above ground poles, piers, piling or similar types of supports that are not concealed by a continuous base that extends the full length and width of the sign shall not be considered a monument sign.

Figure 10.3.13: Monument Sign Example.



39. *Multi-Occupant Premises (Shopping Center / Campus), Complex Sites, and Large Site Development.* Buildings with multiple separately leased units or large site developments having more than four hundred (400) feet of street frontage.
40. *Mural.* An image that is painted directly on an exterior wall surface or uses a mosaic method of application. The definition of mural does not include applied vinyl cling wrap or similar techniques.
41. *Non-Conforming Sign.* A non-conforming sign is any sign structure or sign which was lawfully erected and maintained prior to such time as it came within the purview of this code or any amendments thereto and which fails to conform to all applicable regulations and restrictions of this code.
42. *Pavement Sign.* A sign painted on the pavement in an area with on-site traffic movement.
43. *Pole sign or pylon sign.* A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports and not attached to or dependent for support from any building.
44. *Portable Sign.* A portable sign is any sign other than a trailer or vehicle sign that is not permanently affixed to a building, structure or the ground or a sign designed to be moved from place to place. These signs primarily include but are not limited to: signs mounted upon a trailer, wheeled carrier or other non-motorized mobile structure, with or without wheels.
45. *Public Information Sign.* A sign owned and operated by the City, Parish, State or other agency of the state that is located in the public right-of-way and provides public safety or public service messages.
46. *Rear Door Sign.* A sign on or at a rear door of a unit within a non-residential building.
47. *Repurposed Sign.* A sign which features a portion of signage or architectural material that has been repurposed to be installed as an attached wall sign, hanging sign, or detached sign.
48. *Revolving or Rotating Sign.* A revolving or rotating sign is any sign whose sign face is designed to move or turn on any axis.
49. *Roof Sign.* A roof sign is any sign erected or painted upon, against or directly above a roof or on top of or above the parapet of a building. Any sign that extends above the lowest point of the highest roof plane is considered a roof sign.

Figure 10.3.14: Roof Sign Example.



50. *Sign.* "Sign" is defined as a medium of communication, including its structure and component parts, which is used or intended to be used to attract attention to its subject matter or location, including paint on the surface of a building.
51. *Sign Area.* The entire area of a sign on which copy is to be placed calculated in accordance with this Article or Sign Code.
52. *Sign Face.* Sign face is the part of the sign that is or can be used to identify, advertise, communicate, inform, or convey a visual representation or message.
53. *Sign Height.* Sign height shall be defined as the vertical distance from the natural grade of the lot to the highest point of either the sign or sign structure, whichever is greater.
54. *Sign Premises.* The contiguous land in the same ownership that is not divided by any highway, street, alley or right-of-way. For purposes of this Article a single premises:
- a. May include more than one lot of record when such lots are devoted to a single unity of use; or
  - b. May consist of a separate structure on the same lot of record when, in the opinion of the Planning Director, such separate structure appears to be a separate premises.
55. *Sign Structure.* A sign structure is the supporting structure upon which a sign or sign face is fastened, attached, or displayed or is intended to be fastened, attached, or displayed; provided however, this definition shall not include a building or fence. The base of a monument sign is part of the sign structure.
56. *Snipe Sign.* A snipe sign is a sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to poles, stakes, fences, or to other like objects.
57. *Subdivision Entrance Sign.* A subdivision entrance sign is a sign located in close proximity to the entrance or exit of a residential subdivision.
58. *Temporary.* A use, structure or activity characterized by an intentional limited duration, transitory nature, or is by design able to occur or exist for short periods of time.
59. *Temporary Sign.* A nonpermanent sign that may include wooden stakes as a support structure, cloth, fabric (such as banners), plastic wallboard, or other like materials intended to be displayed for a limited time period.
60. *Trailer Sign.* A trailer sign is any sign or sign structure attached to or composed in whole or in part of a trailer frame or chassis or skid or skid frame or body or of any materials which have ever previously constituted in whole or in part such a trailer, skid, frame, chassis, or body.
61. *Unsafe sign.* Any sign which, because of its location, coloring, illumination, or animation, interferes with a motorist's perception of vehicular or pedestrian traffic, intersectional traffic, or traffic control devices, or traffic direction signs. Any sign which, because of its construction or state of repair, is likely to fall or blow down or cause possible injuries to passersby.

62. *Vehicle Sign.* A vehicle sign is any sign displayed on or from any mode of transportation, including but not limited to cars, buses, trucks/trailers, trains, boats, or airplanes.
63. *Wall Sign.* A wall sign is an attached sign which is painted on or which projects less than twelve (12) inches from the wall of a building, and is painted on, attached to, or erected against any exterior wall or window of a building or structure with the exposed face of the sign being in a plane parallel to the plane of said wall or window and not extending above the building.
64. *Window Sign.* A window sign is any sign which is painted on, applied to, attached to or projected upon the exterior or interior of a building glass area, including doors, or located within one (1) foot of the interior of a building glass area, including doors, that can be perceived from any off-premises contiguous property or public right-of-way.

**Figure 10.3.15: Window sign examples.**



#### **10.4. - PROHIBITED SIGNS.**

##### **10.4.1. Prohibited Sign Locations.**

Except where specifically authorized by this Article, the following signs are prohibited in the locations set forth below.

1. Any sign that prevents free ingress or egress from any door, window, or fire escape;
2. Any sign attached to a standpipe or fire escape;
3. Any sign that obstructs free and clear vision at any location where, by reason of position, it may interfere with or obstruct the view of traffic sign lines or traffic control devices; and
4. Any sign attached to any public utility pole, structure or streetlight, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, statue, memorial, or other location on public property, except those signs constructed, approved, or permitted by the City. Nothing in this section will be construed to prohibit a person from holding a sign while located on public property, provided the person holding the sign is located on public property determined to be a traditional public forum and does not block ingress and egress from buildings or create a safety hazard by impeding travel on sidewalks, bike and vehicle lanes, and trails.

##### **10.4.2. Prohibited Sign Types.**

Prohibited signs are subject to removal (except legal nonconforming signs as defined by this Article) by the City at the sign owner's or user's expense. The following types of signs are prohibited within the City of Mandeville:

1. Abandoned or unsafe signs.




2. Audible signs.
3. Beacons.
4. Bench signs.
5. Billboards.
6. Electronic Message Centers (EMC) and electronic variable message (EVM) signs. No new or existing signs may be converted to EMC or EVM signs.
7. Feather signs.
8. Flashing signs.
9. Inflatable signs.
10. Lasers.
11. Portable signs, trailer signs, or signs mounted on vehicles, shipping containers, or similar items.
12. Projected signs.
13. Revolving or rotating signs.
14. Roof signs or signs above the wall or parapet of a building except where specifically allowed in the Historic Preservation Overlay District.
15. Signs attached to an un-reinforced masonry parapet.
16. Search lights.
17. Signs attached to trees, shrubs, or any living vegetative matter.
18. Signs that encroach into a public right-of-way, other than public directional signs, public service signs, public information signs, subdivision entrance signs or official notices.
19. Signs resembling traffic control devices or emergency devices.
20. Freestanding signs that restrict or impair visibility at the intersection of the right-of-way lines of two streets, or of a street and a railroad right-of-way, or of a street and a pedestrian or bicycle right-of-way.
21. Snipe signs.
22. Strings of lights including LED strip or string lights incorporated into window or façade displays.  
*Exception for holiday lights:* Strings of lights are allowed when used as holiday decorations during the period beginning the Sunday prior to Thanksgiving to the second Sunday in January of the succeeding year.
23. Any sign not specifically defined and allowed by the provisions of this Article.
24. Any sign that violates LA RS 14:106 or laws prohibiting obscene or offensive material.

**10.5. - EXEMPTIONS.**

1. *Exempt activities.* When normal maintenance and repair of an existing conforming or legally nonconforming sign does not involve structural changes to the existing size, height, area, location; these activities do not require a permit and include but are not limited to activities such as painting, repainting, cleaning, or changing a sign face.
2. *Exempt signs.* The following sign types do not require a permit:

**Table 10.5.1: Signs Allowed Without a Permit.**

Sign Type	Maximum Number and / or Other Design Standards	Maximum Size	Permitted Zoning Districts
Incidental signs	Unlimited provided sign(s) not visible from the public right-of-way	4 square feet	I Institutional B-1 Neighborhood Business District
A-frame signs	<ol style="list-style-type: none"> <li>a) No more than four feet in height;</li> <li>b) Displayed outdoors only during the hours of 7:00 a.m. to 10:00 p.m. and stored indoors at all other times;</li> <li>c) Limited to one sign per use;</li> <li>d) Separated by a minimum distance of 20 linear feet from the nearest A-frame sign;</li> <li>e) Located to avoid interference with pedestrian traffic and comply with standards of accessibility required by the ADA or other accessibility codes.</li> </ol>	6 square feet per sign face	B-2 Highway Business District B-3 Old Mandeville Business District B-4 Major Crossroads Business District O/R Office / Residential District
Indoor signs	Lighted indoor signs shall be located at least five (5) feet inside of any window visible from any street right-of-way or residential zoning district	No maximum	PD Planned District M-1 Light Manufacturing M-2 General

			Manufacturing TC Town Center
Address signs	One address sign may be provided for each premises in addition to all other permitted signs. This sign may be illuminated.	Two (2) feet by three (3) feet.	All districts
Etched signs in windows, above a door, or integral to an architectural component of a building.	Limited to one per building.	No maximum.	All districts
Directional or informational signs erected by a public agency, including official notices	Unlimited.	No maximum	All districts
Integral decorative or architectural features of buildings	Excludes painted images, text or copy, or any feature containing moving parts or moving or flashing lights subject to Planning Director administrative determination. Examples of an architectural feature of a building may be: a recessed portion of a façade that includes decorative elements, or a logo embossed into building materials. 	No maximum	All districts
Temporary signs	<ul style="list-style-type: none"> <li>a) No illumination;</li> <li>b) The sign may be located on a development site for a one-time period (per sign) of no more than ninety (90) days;</li> <li>c) Any temporary sign that exceeds any criteria listed herein must be proposed as a permanent sign and permitted in accordance with the detached sign regulations in of this Sign Code.</li> </ul>	<p>Two signs allowed per site with a maximum cumulative area of 8 square feet in residential and B-3 districts</p> <p>One sign permitted per street</p>	All districts

		frontage with a maximum area of 16 square feet per sign in all other districts	
Flags, pennants, or other similar signage	Limited to three (3) per site.	Cumulative total of 60 square feet	All districts

**10.6. - SIGN PERMIT APPLICATION PROCEDURES.**

**10.6.1. Requirement to Obtain a Sign Permit.**

1. It shall be unlawful to construct, erect, repair, alter, relocate, or display with the City of Mandeville any sign without first obtaining a sign permit from the Planning Director and paying the fee set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances, unless specifically excluded from the requirement of a permit by this Code.
2. If a sign permit is required for any establishment that also will require a development permit for renovation, remodeling or new construction, the developer must apply for the sign permit at the same time as the development permit.

**10.6.2. Application Requirements for Sign Permits.**

1. In applying to the Planning Director for the issuance of a sign permit the following shall be required:
  - a. A completed sign permit application providing all applicable information required by the Building Inspector;
  - b. Written consent of the owner of the property or his agent granting permission for the construction, maintenance and display of the sign or sign structure;
  - c. Name, address and telephone number of the premises owner, the sign owner, the sign contractor and any designated contact person;
  - d. A description of the size and location of all existing signs on the premises; and
  - e. Such additional information as may be required by the Planning Director in furtherance of a determination that the provisions of this Ordinance and all other applicable laws and ordinances of the City of Mandeville are being complied with. Such additional information may include, but shall not be limited to:
    - (1) *Survey.* A current survey by registered land surveyor of the premises in question that shall provide sufficient information to determine the allowable total sign area, based on linear footage of street frontage as required by this Code;
    - (2) *Dimensioned Site Plan of Premises.* A required site plan of the premises shall:
      - (a) Be drawn to scale and fully dimensioned indicating the location of all structures, including sign structures, both existing and proposed to be constructed, altered, or moved on the premises; and
      - (b) Note in writing the existing and intended use of all buildings or structures; and
      - (c) Depict the location and identity of all existing or proposed utility poles, lines, structures, servitudes, and rights-of-way; and
      - (d) Depict and identify any applicable greenbelts or vegetation protection zones and the location, size, and type of all existing trees within said greenbelts or protection zones or located elsewhere on said premises if such tree is proposed to be cut, trimmed or removed in the construction or use of the proposed sign structure or any displays exhibited thereon. Tree size shall be shown both in overall height above the ground and trunk diameter at breast height (dbh).
    - (3) *Elevations and Details.*
      - (a) *Sign elevations and details.* Required elevations and details shall be drawn to scale and fully describe the dimensions, structural supports and all pertinent structural details, foundations, materials, method of attachment, conformance with wind pressure requirements and electrical wiring and components of all signs to be constructed, altered or moved sufficient to determine compliance with the provisions of this Sign Code.

- (b) *Building elevations.* In the case of an application for a permit for an attached sign, an elevation of the building shall provide the linear footage of the facade upon which the sign or signs are proposed to be placed as well as an accurate depiction of the location and size of the proposed sign(s) and all existing signs on the facade occupied by the applicant.
- 2. The Planning Director shall have full discretion to determine the completeness of a sign permit application. Incomplete sign permit applications shall be deferred for action until all information required has been provided to enable informed action in conformance with this Code.

**10.6.3. Sign Permit Review and Issuance.**

- 1. All applications for sign permits shall be reviewed by the Planning Director prior to the issuance of any permit.
- 2. If the applicant's proposed sign is found by the Planning Director to comply with the provisions of the Sign Code and of all other laws, ordinances, and regulations of this City; the Planning Director shall approve the application and issue the permit.
- 3. If the proposed sign is found by the Planning Director to violate any provisions of this Sign Code or of any other laws, ordinances or regulations of the City, the Planning Director shall advise the applicant in writing and the application shall be denied unless the applicant submits an amended application that complies with all applicable requirements within thirty (30) days of written notice of the denial.
- 4. *Sign measurement and review.*
  - a. *Sign area.*
    - (1) *Signs on a background.* Measurement shall include the entire area of the background, including any material or color forming the sign face and the background used to differentiate the sign from the structure against which it is mounted. The area of a sign shall be defined as the square foot area enclosed within the perimeter of a single sign face with each face contributing to the aggregate area of any sign. In cases where there is no definable simple geometric shape, the simplest geometric shape or rectangle enclosing the outer edges of the advertising message shall determine the sign area. In cases of backlit canopies or awnings with copy, the entire area of the awning shall be considered as the sign area.
    - (2) *Freestanding letters or logos.* For signs consisting of freestanding letters or logos, sign area is calculated as the sum of the area of the squares or rectangles that encompass the text and/or logo(s) or, if available, the calculated total sum of the area of each freestanding letter or logo component.
    - (3) *Sculptural signs.* The sign area of a three-dimensional, free-form, or sculptural (non-planar) sign is calculated as fifty (50) percent of the sum of the area of the four vertical sides of the smallest cube that will encompass the sign.
    - (4) *Monument signs.* If the sign features a sign face mounted on an unadorned base, the base shall not be included in the total area of a monument sign. If the sign face covers the base of the sign, the whole sign face shall be included in the total area calculation.
    - (5) *Double faced signs.* Signs may have copy or images on both sides, however the measurement of sign area for the purpose of administering this code is limited to the area of a single sign face.
    - (6) *Supports or bracing.* Sign area does not include any supports or bracing.
  - b. *Sign height.*
    - (1) *Generally.* Sign height includes the entire structure, including decorative elements and base. For detached signs, height is calculated as the total vertical distance from the natural grade of the lot to the highest point of either the sign or sign structure, whichever is greater.
    - (2) *Monument signs.* Measurement of monument sign height includes the sign structure and base, and does not include the height of an earthen berm located below the sign.
  - c. *Sign clearance.* Sign clearance is calculated as the vertical distance measured from grade, or the base of the building, to the lowest point of the sign.
- 5. *Specific Review and Issuance Procedures for Signs for a special use or conditional use.* The Zoning Commission may grant exceptions to the standards in this section for properties subject to the Special Use Permit process.

**10.6.4. Required Fees for Sign Permits.**

- 1. At the time of submission of an application for a sign permit, a non-refundable plan review application fee shall be paid in accordance with the fee schedule established in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

2. When application for a permit is approved and prior to the issuance of a permit, a permit fee shall be paid based on the schedule set forth in Division 19 of Appendix C of the City of Mandeville Code of Ordinances.

**10.6.5. Inspection of Signs and Issuance of Certificate of Completion.**

1. Applicants are responsible for requesting inspections, including a preliminary sign inspection, wherein the Building Inspector will verify that sign location and area meet the requirements of the Code, as approved, before the start of construction.
2. Upon twenty-four hour (24) advance notice by the permit holder, the following required inspections shall be made by the Planning Director or their designated agent:
  - a. A foundation inspection prior to pouring concrete for any approved freestanding sign.
  - b. Final electrical inspection for all electrical signs.
  - c. Final inspection for completion of sign in accordance with approved plans.
3. No permanent utilities may be permanently connected and no structure or sign, the construction of which necessitates the issuance of a permit under the provisions of this Sign Code, shall be used or displayed until the Planning Director shall have issued a certificate of completion stating that the construction and proposed display or other activity has been found to be in compliance with the permit issued therefor and with the provisions of this Article. If a requested certificate of completion is refused, the Planning Director shall state in writing the reasons for that refusal and deliver those written reasons to the applicant.

**10.7. DESIGN AND CONSTRUCTION STANDARDS FOR ALL SIGNS.**

**10.7.1. Compliance with Building Code and Licensing of Sign Contractors.**

1. No sign shall be constructed, erected, installed, structurally altered, changed or relocated before first securing a permit, except those signs specifically excluded from the requirement of a permit by this Sign Code.
2. All new signs shall comply with the structural requirements of the International Building Code (IBC) and with the provisions of this Sign Code and any other codes of the City of Mandeville, whichever is more restrictive.
3. No person shall engage in any business or activity described in this Sign Code without complying with the terms of this Sign Code.
4. Every person commercially engaged in constructing, erecting, installing, maintaining or operating outdoor advertising, advertising structures, billboards, advertising signs, painted signs on structures, signboards or similar devices, whether as a primary or incidental activity, and whether or not such person is otherwise licensed by the City, shall obtain a sign contractor's license and pay a fee of one hundred fifty dollars (\$150.00) for the first year and fifty dollars (\$50.00) annually thereafter.
5. *Application and Issuance.* Applications for licenses shall be made to the City clerk, on forms to be provided by the clerk. If the application is accompanied by the fee provided in this Sign Code and if there is no violation of any state law or City Ordinance in the application, the license shall be issued.
6. *Public Liability Insurance Required.* It shall be unlawful for any person to engage in the business of constructing, erecting, installing, maintaining or operating signs within the City, unless and until such person shall have filed with the City a certificate evidencing the existence of public liability and property damage insurance issued to such person by an insurance or bonding company authorized to do business in this state in a sum of not less than three hundred thousand dollars (\$300,000.00) for bodily injury and not less than fifty thousand dollars (\$50,000.00) for damage to property in any one occurrence.

**10.7.2. Wind Pressure; Design Requirements and Working Stresses.**

1. *Wind Pressure.* In the design and erection of all signs, the effect of wind shall be carefully considered. All signs shall be constructed to withstand a wind pressure of thirty (30) pounds per square foot.
2. *Design Requirements.* Before any permit required by this Sign Code shall be granted the applicant shall submit to the Building Inspector a design and stress diagram or plans and elevations containing the necessary information to enable the Building Inspector to determine that such sign complies with all the regulations of this code. When necessary to make such a determination, the Building Inspector may require engineering data certified and signed by a Louisiana registered structural engineer.
3. *Strength of Parapet or Wall.* A parapet wall must be designed to have sufficient strength to support any sign which is attached thereto.

4. *Supports and Braces.* Supports or braces shall be of metal and shall be adequate for wind loadings specified in subsection 1. "Wind Pressure" within this section. All metal, wire cable supports and braces and all bolts used to attach signs to brackets, or brackets and signs to the supporting building or structure, shall be of galvanized steel or of an equivalent material. All sign supports shall be an integral part of the sign design.
5. *Sign Anchoring.* Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.
6. *Marquee Signs.* Marquee signs shall be constructed entirely of metal or non-combustible material and may be attached to, or hung from a marquee. Any such signs when hung from a marquee shall be at least nine (9) feet at its lowest level above the sidewalk or ground level, and further, such signs shall not extend outside the line of such marquee. Signs painted or sewn onto awnings or canopies, when considered as marquee signs, shall be exempt from the material provisions of this section.
7. *Working Stresses.* In all signs, the allowable working stresses shall conform with the requirements of the International Building Code (IBC).
  - a. The allowable working stresses for steel and wood shall be in accordance with the provisions of the International Building Code (IBC).
  - b. The working strength of chains, cables, guys or steel rods shall not exceed one-fifth (1/5) of the ultimate strength of such chains, cables, guys or steel rods.

#### 10.7.3. Material Specifications.

Permitted signs shall be constructed only of the following materials:

1. *Incombustible Materials.* Corrosion resistant metal or other incombustible materials;
2. *Fiberboard.* Highly compressed fiberboard which weighs not less than sixty (60) pounds per cubic foot and is not less than one-eighth (1/8) inch in thickness;
3. *Plywood.* Exterior grade plywood not less than three-eighths (3/8) inch in thickness and bearing the stamp of an approved testing agency;
4. *Approved Plastics.* Of a thickness and shape necessary to withstand the loadings specified in section 10.7.2 of this Sign Code. Proper allowance or provision shall be made in connections to provide for thermal contraction and expansion. Notwithstanding any other provisions of this code, plastic materials which burn at a rate no faster than two and one-half (2.5) inches per minute when tested in accordance with American Standard of Testing Material D 635 shall be deemed approved plastics and may be used as the display surface material and for the letters, decorations and facings on signs.
5. *Glass.* When glass is used for sign letters or transparent or translucent panes, it shall be at least double strength thickness for sign areas up to and including three hundred (300) square inches. When glass is used for sign letters or transparent or translucent panels for sign areas in excess of three hundred (300) square inches at least one-quarter (0.25) inch wire glass shall be used and maximum span between supports shall be four (4) feet.
6. *Wood Structure.* The framework or standards upon which the sign rests may be of wood. Any wooden portion of such structure in contact with the ground shall be either of redwood or any other wood which is a commercially available wood treated with an approved preservative. Sign supports may be no more than two (2) in number and shall be of sufficient strength and foundation to preclude the need for visible cross-bracing.
7. *Metal Structure.* All signs of one hundred fifty (150) square feet or over shall be of metal construction and shall have no more than two (2) structural supports.
8. *Repurposed Sign.* Any sign that uses repurposed sign materials as defined in this code shall be reviewed as the type of sign it is proposed to be repurposed within. An example of this would be: If a developer proposes to use an old pole sign as an attached wall sign, the proposal shall be reviewed as an attached wall sign.

#### 10.7.4. Auxiliary Specifications.

1. *Obstruction to Exits.* No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress.
2. *Obstruction to Ventilation.* No sign shall be erected which interferes with any opening required for ventilation.
3. *Clearance from Electrical Power Lines and Communication Lines.* Signs shall maintain all clearances from electrical conductors in accordance with the National Electric Code and all communications equipment or lines located within the City.

4. *Clearance from Surface and Underground Facilities.* Signs and their supporting structures shall maintain clearance and non-interference with all surface and underground facilities and conduits for water, sewage, gas, electricity, or communications equipment or lines. Furthermore, placement shall not interfere with natural or artificial drainage of surface or underground water.
5. *Clearance of Projecting Signs.* Signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet above the sidewalk and all such signs shall be at least eighteen (18) inches inside of the curbline as measured toward the building.
6. *Signs at Intersections.* Freestanding signs shall not restrict or impair visibility at the intersection of the right-of-way lines of two (2) streets, or of a Street and a railroad.

#### **10.7.5. Electrical Sign Regulations.**

##### **10.7.5.1. Building Code.**

All electrical signs shall be built and installed in compliance with the National Electric Code and the Southern Building Code. All electrical wiring for signs shall be permanently installed and placed underground in metal conduits in accordance with the National Electrical Code.

##### **10.7.5.2. Licensing.**

Electrical signs may only be installed by an electrician licensed by the City of Mandeville.

##### **10.7.5.3. Electrical Sign Permit.**

The following shall be required prior to the issuance of an electrical permit in conjunction with the erection of an electrical sign:

1. Wiring schematic or plan fully describing the electrical work to be done.
2. Compliance with U.L. Standards for electrical work to be done.

##### **10.7.5.4. Electrical Inspection Fees.**

An electrical inspection shall be required in conjunction with the erection of an electrical sign. This fee is in addition to the permit fee required under section 10.6.4 "Required fees for sign permits." Such fees are hereby set as:

1. Forty (\$40.00) Dollars - To cover the cost of one (1) electrical inspection.
2. Forty (\$40.00) - Shall be charged for each reinspection required.

#### **10.8. SIGN STANDARDS.**

##### **10.8.1. General Requirements for all Districts.**

###### **10.8.1.1. Landscaping Requirements for Free-Standing Signs.**

1. *Signs Requiring Tree Removal.* If the application involves a freestanding sign, monument sign in the greenbelt or freestanding sign outside of the greenbelt or calls for the cutting or removal of any tree of a height in excess of twenty (20) feet or trunk diameter in excess of six (6) inches (dbh), the Planning Director shall not approve the application or issue the requested permit until a landscaping plan for the proposed activity is submitted to and approved by the Landscape Inspector.
2. *Application Requirements.* Such landscaping plan shall consist of a design to transition from the monument sign structure to a decorative ground cover and low planting.
3. *Review Criteria.* In reviewing such a plan, the Landscape Inspector shall consider such factors as the location, type, number and size of the trees to be removed or cut, any other vegetation which would be damaged or destroyed by the proposed activity, the size and nature of the proposed activity, the character of the premises on which the activity is proposed and of the area surrounding said premises, the obtrusiveness or non-obtrusiveness of the proposed activity on the surrounding area, and the avoidance of the creation or continuation of more or less denuded areas within view of adjacent properties or public ways.
4. *Live Oaks Protected.* No permit shall be granted on any application or for any activity which would call for the cutting or removal of any live oak tree or which might damage or injure any live oak tree.

###### **10.8.1.2. Encroachment on Utilities.**

1. *Signs Encroaching on Utilities.* If the applicant's proposed activity as set forth in his permit application is, upon review, found to involve work or construction on, over or under any existing or proposed utility poles, lines, structures, servitudes

or rights-of-way, the applicant shall notify the affected utility or utilities in writing of proposed activities and advise each affected utility that any objections to the proposed activity must be submitted in writing to the Planning Director within thirty (30) days of the receipt of such notice.

2. *Permit Approval Withheld Pending Objections or Non-Response.* The Planning Director shall not issue any permit until the applicant provides written permission from each affected utility for the sign placement. If an objection is submitted by an affected utility, the Planning Director shall not issue a permit until such time as the objection shall be withdrawn. If the Utility Company is non-responsive to the request, the Planning Director shall interpret such nonresponse as a “no” answer and shall not proceed with permitting.

**10.8.1.3. Limited Use of Neon in Signage Design.**

Neon elements may be permitted in signage design only if elements are an integral part of the sign’s imagery or aesthetic design and integrated within the body of the sign. The use of neon or tubular elements in a sign exclusively for sign borders or lettering is prohibited.



10.8.2. Permitted Signs Allowed by District and Use.

10.8.2.1 Residential Zoning Districts and Uses.

Permitted Signs Allowed in Residential Zoning Districts R-1, R-1X, R-2 Residential Planned, and for Residential Uses.					
Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs	Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>One (1) attached wall sign or hanging sign is allowed per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> <li>• Wall or hanging sign maximum area is six (6) square feet.</li> <li>• No illumination allowed.</li> </ul>	<p>Limited to only Subdivision entrance sign, subject to the following additional requirements:</p> <ul style="list-style-type: none"> <li>• Maximum sign area is forty-eight (48) square feet per sign.</li> <li>• Maximum number is two (2) per subdivision or neighborhood placed either across a street from one another or at the entrance point and exit point of a neighborhood.</li> <li>• Maximum height is five (5) feet from grade. Maximum height of two (2) feet for the base of the sign.</li> <li>• May be externally illuminated provided the light source is not visible from any adjacent residence and does not cause any uplight or glare.</li> </ul>				NOT PERMITTED

10.8.2.2 Nonresidential Uses in Residential Zoning Districts.

Permitted Signs Allowed for Nonresidential Uses in Residential Zoning Districts.					
Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs	Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>One (1) attached wall sign or hanging sign is allowed per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> <li>• Wall sign maximum sign area is twenty-four (24) square feet.</li> <li>• Hanging sign maximum sign area is six (6) square feet.</li> <li>• Hanging sign must have a minimum clearance height of eight (8) feet from grade.</li> <li>• No illumination allowed.</li> </ul>	<p>One (1) monument sign is allowed per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> <li>• Maximum sign area is twenty-four (24) square feet per sign.</li> <li>• No illumination allowed.</li> <li>• Maximum height is seven (7) feet from grade. Maximum height of two (2) feet for the base of the sign.</li> <li>• Minimum set back of fifteen (15) feet from the nearest property line.</li> </ul>	NOT PERMITTED			<p>Six (6) signs permitted per lot, subject to the following additional requirements:</p> <ul style="list-style-type: none"> <li>• Maximum size is five (5) square feet per sign.</li> <li>• Maximum height is six (6) feet from grade.</li> <li>• Signs may be externally or internally illuminated but may not cause any uplight or glare.</li> <li>• Signs must be located within fifty (50) feet of an internal circulation lane or a pedestrian walkway.</li> </ul>

10.8.2.3 All Land Uses in R-3 and MH Districts.

Permitted Signs Allowed by District: All Land Uses in R-3 and MH Districts.					
Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs	Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>Up to two (2) attached wall or hanging signs per lot is permitted, subject to the following:</p> <ul style="list-style-type: none"> <li>• Wall sign maximum area is forty-eight (48) square feet per sign.</li> <li>• Hanging sign maximum area is six (6) square feet per sign.</li> <li>• Hanging signs require a minimum clearance height of eight (8) feet above the ground.</li> <li>• Wall and hanging signs may be externally illuminated provided the light source is not visible from any adjacent residence.</li> </ul>	<p>One (1) monument sign per lot is permitted, subject to the following:</p> <ul style="list-style-type: none"> <li>• Maximum sign area is thirty-two (32) square feet.</li> <li>• May be externally illuminated provided the light source is not visible from any adjacent residence and does not cause any uplight or glare.</li> <li>• Maximum height is seven (7) feet from grade. Maximum height of two (2) feet for the base of the sign.</li> <li>• Minimum setback is fifteen (15) feet from the nearest property line.</li> <li>• Not permitted to locate in any area between the right-of-way and any required greenbelt.</li> </ul>				NOT PERMITTED

10.8.2.4 All Land Uses located in B-3 and TC Districts.

Permitted Signs Allowed by District: All Land Uses located in B-3 and TC districts.	
Attached (wall) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs or Free-Standing Signs with Wooden Posts
<p>One (1) wall, canopy, or hanging sign per street façade is permitted, subject to the following:</p> <ul style="list-style-type: none"> <li>• Wall sign maximum sign area is twenty-five (25) square feet or twenty-five (25) percent of the area of the wall it is located on, whichever is smaller.</li> <li>• Wall signs may not project more than six (6) inches from the wall on which they are attached.</li> <li>• Wall signs must be located on flat unadorned wall sections and must not obscure windows, entries, or other architectural features.</li> <li>• Wall sign attachments shall be made through the joints in masonry rather than into brick or architectural features.</li> <li>• Canopy sign maximum sign area is twelve (12) square feet.</li> <li>• Canopy signs must be made of a durable canvas material and designed to complement the building architecture. Text may be located on the canopy but may not cover more than twenty (20) percent of the canopy area.</li> <li>• Hanging sign maximum sign area is six (6) square feet.</li> <li>• Hanging sign minimum height clearance from grade is eight (8) feet.</li> <li>• If illuminated, signs may only use fully-shielded external illumination or haloed letters.</li> </ul>	<p>One (1) monument or free-standing sign per lot is permitted, subject to the following:</p> <ul style="list-style-type: none"> <li>• The maximum sign area allowed is thirty-two(32) square feet.</li> <li>• The maximum height is seven (7) feet from grade.</li> <li>• For monument signs, the maximum height for the base of the sign is two (2) feet.</li> <li>• The Zoning Commission may approve an exception allowing height to be increased if natural grade is four (4) or more feet below the crown of the abutting street.</li> <li>• The minimum setback is five (5) feet from the closest abutting right-of-way.</li> <li>• If illuminated, may only use fully-shielded external illumination or haloed letters and may not cause any uplight or glare.</li> <li>• If a free-standing sign is used, two-posts measuring four inches by four inches or larger must be used. Posts must be composed of wood and must be incorporated as a visual design element of the sign.</li> </ul>
<p>The Zoning Commission may grant exceptions to the standards in this section for properties located in the B-3 district through the Special Use Permit process.</p>	
<p>Residential uses in the B-3 and TC districts must follow the regulations in 10.8.2.1. Permitted Signs Allowed in Residential Zoning Districts R-1, R-1X, R-2 Residential Planned, and for Residential Uses.</p>	

10.8.2.5 All Land Uses located in B-1, B-2, B-3, B-4, O/R, PM-1, PM-2, M-1, M-2, I, and TC Districts.

Permitted Signs Allowed by District: All Uses in B-1, B-2, B-3, B-4, O/R, PM-1, PM-2, M-1, M-2, I, and TC Districts.			
Drive-Through Signs	Murals	Window Signs	Detached Circulation Signs
<p>Two (2) signs are allowed per lot, subject to all the following:</p> <ul style="list-style-type: none"> <li>• The maximum size is forty-eight (48) square feet per sign.</li> <li>• May be externally or internally illuminated provided the light source is not visible from any public street and the lighting does not cause any uplight or glare.</li> </ul>	<p>One (1) per lot is permitted, subject to all the following:</p> <ul style="list-style-type: none"> <li>• May not exceed the size of the subject wall on which it is applied.</li> <li>• May use paint, mosaic, tile, or other applied material provided materials are durable and weather-resistant.</li> <li>• May not include integrated illumination, electrical, or moving components but may be illuminated by non-integrated light source provided the light source is not visible from any public street and does not cause any uplight or glare.</li> </ul>	<p>No maximum number, subject to all the following:</p> <ul style="list-style-type: none"> <li>• Signs are temporary; and</li> <li>• Signs are located inside the building; and</li> <li>• Signs shall not, in the aggregate, cover more than twenty-five (25) percent of the area of any window or ten (10) percent of all window area for the building; and</li> <li>• Signs cannot be illuminated.</li> </ul>	<p>Six (6) signs are allowed per lot, subject to all the following:</p> <ul style="list-style-type: none"> <li>• Maximum sign area is five (5) square feet per sign.</li> <li>• Maximum sign height is six (6) feet from grade.</li> <li>• Signs may be externally or internally illuminated but may not cause any uplight or glare.</li> <li>• All signs must be located within fifty (50) feet of an internal circulation lane or a pedestrian walkway.</li> </ul>
<p>The Zoning Commission may grant exceptions to the standards in this section for properties located in the B-3 district through the Special Use Permit process in Section 4.3.2. Procedures and Fees for Special Use Permit Approvals.</p>			

10.8.2.6 Land Uses located in B-1, B-2, B-4, O/R, PM-1, PM-2, M-1, and M-2 Districts.

Permitted Signs Allowed by District and Use: Land Uses located in B-1, B-2, B-4, O/R, PM-1, PM-2, M-1, and M-2 Districts.		
Land Use	Attached (wall or blade) Signs, Canopy (or awning) Signs, and Hanging Signs	Monument Signs or Free-Standing Signs with Wooden Posts
All land uses not occupying complex sites	<p>One (1) wall, canopy, hanging, or blade sign is permitted per street façade, subject to all the following:</p> <ul style="list-style-type: none"> <li>• Maximum area for a wall or blade sign is one (1) square foot per linear foot of building façade.</li> <li>• If a building façade has a linear footage of thirty-five (35) feet or less, the wall or blade sign may have a maximum area of 35 feet.</li> <li>• The blade sign must have a minimum clearance height of eight (8) feet above the ground.</li> <li>• If a building façade has a linear footage exceeding one-hundred-twenty (120) feet, the maximum area of the wall or blade sign is one-hundred-twenty (120) square feet.</li> <li>• Maximum sign area for a canopy sign is twelve (12) square feet.</li> <li>• Maximum sign area for a hanging sign is six (6) square feet. The hanging sign must have a minimum clearance height of eight (8) feet above the ground.</li> <li>• Sign may be externally or internally illuminated but may not cause any uplight or glare</li> </ul>	<p>One (1) monument or free-standing sign is allowed per lot, subject to all the following:</p> <ul style="list-style-type: none"> <li>• The maximum sign area allowed is one hundred (100) square feet.</li> <li>• The maximum height is seven (7) feet from grade with a maximum height of two (2) feet for the base of the sign.</li> <li>• The Zoning Commission may approve an exception allowing a height increase if natural grade is four (4) or more feet below the crown of the abutting street.</li> <li>• The minimum setback is fifteen (15) feet from the closest abutting right-of-way and 100 feet from the nearest residential property line.</li> <li>• Sign may be externally or internally illuminated but may not cause any uplight or glare</li> <li>• If a free-standing sign is used, two-posts measuring four inches by four inches or larger must be used. Posts must be composed of wood and must be incorporated as a visual design element of the sign.</li> </ul>
All land uses occupying complex sites	<p>One (1) wall, canopy, hanging, or blade sign is permitted per unit, subject to all the following:</p> <ul style="list-style-type: none"> <li>• Wall and blade maximum sign area is calculated at one and one-fourth (1.25) square feet per linear foot of the unit facade. The linear footage shall be measured along the wall of the facade on which the sign will be located. For units with less than twenty-five (25) linear feet the maximum size is thirty-two (32) square feet.</li> <li>• Canopy sign maximum sign area is twelve (12) square feet per unit.</li> <li>• Hanging sign maximum sign area is six (6) square feet per unit. Hanging signs must have a minimum clearance height of eight (8) feet above grade.</li> <li>• Sign may be externally or internally illuminated but may not cause any uplight or glare</li> </ul>	<p>One (1) monument or free-standing sign is permitted per street frontage provided the maximum sign area is calculated at one half (0.5) square feet per linear foot of street frontage up to a maximum of 120 square feet per sign.</p> <p>Sign may be externally or internally illuminated but may not cause any uplight or glare.</p> <p>If a free-standing sign is used, two-posts measuring four inches by four inches or larger must be used. Posts must be composed of wood and must be incorporated as a visual design element of the sign.</p>

### 10.8.3. Specific Sign Design Standards for the B-3 District.

1. *Purpose.* The purpose of this section is to promote the establishment of signage within the B-3 district that is consistent with the area's historic character and pedestrian-oriented streetscapes. The Zoning Commission may grant exceptions to the standards in this section through the Special Use Permit process.
2. *Design Principles.* The Planning Director and Zoning Commission shall consider the following design principles when reviewing signage requests in the B-3 District.
  - a. Signs should reflect the historic character of Old Mandeville and should be compatible with the existing development in Old Mandeville regardless of sign content or message;
  - b. Signs should appear aesthetically simple, easy to read and proportional to building design elements and in scale with the pedestrian environment;
  - c. Signs should use material and colors that complement the primary building color and overall streetscape;
  - d. Wall signs should be at a level that is easy to see for pedestrians passing along the sidewalk and in locations that do not obscure windows, doors, or significant architectural features; and
  - e. Signs should use external downward directed lighting that produces an even glow on the sign and does not reflect or spill over onto the sidewalk or adjacent properties; and
  - f. New signs should be compatible with historic signs.
3. *Design Requirements.* The following design requirements shall apply in addition to standards in this Article and the B-3 zoning district standards.
  - a. *Materials.* Wall and free-standing signs shall be constructed of metal, glass, stone, concrete brick, wood or other material that the Planning Director finds have a substantially similar appearance of one of these materials and equal or greater durability. Awning and canopy signs may be printed on the valance of the awning or canopy.
  - b. *Illumination.* Signs shall be externally illuminated with the following exceptions:
    - (1) Neon signs in building windows or on walls that are no larger than eight (8) square feet in area; or
    - (2) Backlit or haloed letters or logos attached to building walls, where the lighting source is shielded so that the light source is not visible from above the sign.

### 10.8.4. Specific Sign Design Standards for the Historic Preservation Overlay District.

1. *Purpose.* The purpose of this section is to promote signage in the Historic Preservation Overlay District that is compatible with historic structures and streetscapes. The allowances and procedures outlined below are intended to ensure that signage installed in this district has the flexibility to use designs that are historically authentic and compatible with historically significant signage in Mandeville.
2. *Design Allowances.* Attached and monument signs are permitted in accordance with Section 10.8.2. Permitted Signs Allowed by District, however the following allowances shall be permitted in the Historic Preservation Overlay District, subject to review of the Historic Preservation District Commission. Signs installed in the Historic Preservation District Overlay shall be subject to the certificate of appropriateness review process if they fall into the categories listed in Appendix A, Division II, Article 7, Section 7.6.4.4. Applicability. Sign types allowed in this district include:
  - a. Etched signs in windows, above a door, or integral to an architectural component of a building.
  - b. Marquee signs.
  - c. Roof signs, provided the sign design employs historically authentic methods or appearance and the sign is equal to or smaller than existing or historically documented roof signs in the immediate vicinity.
  - d. Neon signs, provided the sign complies with 10.8.1.3. Limited Use of Neon in Signage Design.
  - e. Murals, provided no more than five (5) percent of the mural's area is lettering.

**10.9. NONCONFORMING SIGNS.**

**10.9.1. Regulation of Legally Non-conforming Signs.**

1. *Expansion prohibited.* No legally non-conforming sign may be enlarged or altered in a way which would increase its nonconformity with the provisions of this Sign Code.
2. *Compliance required to increase on site signage.* No conforming sign shall be permitted to be erected on the same lot with an existing non-conforming sign until the non-conforming sign has been removed or brought into conformance with the provisions of this Article.
3. *Signs Eligible for Characterization as "Legally Non-conforming."* All signs that existed legally before the adoption of this Article or existed legally when constructed but were found to be noncompliant with a provision of this Article that was passed subsequent to their construction, and do not conform to its provisions will be permitted to remain in accordance with this section and be termed a legally nonconforming sign.
4. *Loss of Legally Non-conforming Status.* A legally non-conforming sign shall immediately lose its legal non-conforming designation if:
  - a. The sign is altered in any way, which tends to make the sign less in compliance with the requirements of this code than it was before the alternation;
  - b. The sign structure is relocated;
  - c. The site contains a use or development that has lost its legally non-conforming status (and is illegally nonconforming); or
  - d. The site becomes vacant (building is demolished) or contains an unoccupied commercial or institutional building as evidenced by the expiration of an occupational license for the building.On the happening of any (a) or (b), the sign shall be immediately brought into compliance with this code and a new permit secured thereof, or shall be removed.
5. *Damage or destruction.* Legally nonconforming signs that are in whole or in part destroyed by force majeure or acts of public enemy may be restored in accordance with the conditions below:
  - a. Should any legally non-conforming sign be damaged by any means to an extent of more than fifty (50) percent of its replacement cost at time of damage, it shall not be reconstructed except in conformity with the provisions of this Article.
  - b. Should any legally non-conforming sign be damaged by any means to an extent of less than fifty (50) percent of its replacement cost at time of damage, it may be reconstructed provided the restoration is accomplished with no increase in height or area and in compliance with (c), (d), and (e) of this subsection.
  - c. Such restoration of a legally nonconforming sign must commence within six (6) months after the nonconforming sign was damaged or destroyed. Said six-month period shall begin on the date that a state of emergency is lifted from the property in question or from the earliest date that the property can reasonably be accessed by the property owner following a disaster that prevents access. After this six month period has passed, if the sign has not been repaired the sign shall lose its legally nonconforming status.
  - d. Commencement of restoration shall be evidenced by submittal of a complete application for a sign permit with the Planning Director.
  - e. Restoration of legally nonconforming sign must be completed within the time frame prescribed by the building permit. Any extension to the requirements of this section must be approved by the Planning Director and evidenced by an extended building permit.
6. *Maintenance and Repair of Legally Non-conforming Signs.*
  - a. Nothing in this section shall relieve the owners or users of legally non-conforming signs or the owners of the property on which legally non-conforming signs are located from any provisions of this Sign Code regarding safety, maintenance and repair of signs provided, however, that any repainting, cleaning or other normal maintenance or repair of the sign or sign structure does not materially alter or modify the sign.
  - b. The replacement of a sign face shall be permitted as a maintenance or repair action for a legally nonconforming sign, provided no changes are made to the sign structure and that the sign area and height does not increase.



## **10.10. OTHER COMMON SIGN PROCEDURES.**

### **10.10.1. Appeals.**

A sign permit applicant shall have thirty (30) days from permit denial to submit to the Zoning Commission an appeal of the decision or a petition for other applicable relief from the provisions of the otherwise offended law, ordinance, or regulation. Timely application to the Zoning Commission shall stay the denial of the sign permit application for ninety (90) days. The application shall be denied after said ninety (90) days and the requested permit refused if the applicant cannot show that all necessary relief has been granted by the Zoning Commission.

### **10.10.2. Commencement of Work Under Sign Permit; Automatic Expiration.**

1. All permits issued under the terms of this Article 10 Sign Code shall expire automatically if the permitted activity or other work described in the application has not commenced within ninety (90) days from the date of the issuance of the permit and any construction or other work required under the terms of the application shall not be substantially completed within one hundred twenty (120) days of the date of issuance of the permit.
2. The Planning Director may, for good cause shown, grant an applicant two (2) extensions, not to exceed a total of ninety (90) days of such periods.
3. Any period in which progress on the completion of any work authorized by the permit is stayed by operation of law shall not be considered in the accrual of the periods of time for commencement and completion of permitted work.

### **10.10.3. Suspension or Revocation of Sign Permit**

The Planning Director may, in writing, suspend or revoke a sign permit issued based on a misstatement of material fact or fraud.

### **10.10.4. Maintenance of Signs and Premises.**

1. **Sign Maintenance.** Each sign that has been erected in accordance with the provisions of this Sign Code shall be maintained in substantially the same condition as when the final inspection was made and the sign inspection sticker was issued. Failure to maintain the sign, including exterior painting, shall constitute a violation of this Article. The Planning Director may after notice to the owner and hearing before the Zoning Commission order the removal of any sign that is not maintained in accordance with the provisions of this section. Such removal shall be at the expense of the owner or lessee.
2. **Premises Maintenance.** All signs and the premises surrounding them shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

## **10.11. ENFORCEMENT OF THE PROVISIONS OF THE SIGN CODE AND PENALTY FOR VIOLATION.**

### **10.11.1. Enforcement and Sign Removal.**

1. **Authority.** The provisions of this Article shall be enforced by the police. The provisions of this Article shall be administered by the Planning Director. All such officers shall have the power and authority to make inspections of signs, sign structures or premises necessary to carry out their duties in the coordination and the enforcement of the provisions of this Article.
2. **Misrepresentation.** The Planning Director may revoke any sign permit where there has been a violation of the provisions of this Article or misrepresentation of fact on the sign permit application.
3. **Authority to remove signs.** The Planning Director or their designee is authorized to remove prohibited signs, unsafe signs, abandoned signs, signs constructed without a permit, and signs that have lost their legal nonconforming status as per this Code.
4. **Removal of unlawful signs.**
  - a. If the Planning Director shall find that any sign or other advertising structure regulated herein is unsafe or insecure, is a menace to the public, is abandoned or is maintained in a dilapidated condition, or has been constructed or erected or is being maintained in violation of the provisions of this Article, they shall give written notice to the permittee or owner thereof or, if he is unable to identify such persons, to the owner of the property on which the sign is located. If the person so notified fails to remove or alter the structure within one (1) month after conviction of violation or imposition of penalty so as to comply with the provisions of this Sign Code, such sign may be removed or altered immediately by the Planning Director at the expense of the permittee, sign owner, or owner of the property upon which it is located. The Planning Director shall refuse to issue a permit to

any permittee or owner who refuses to pay costs so assessed. The Planning Director may cause any sign which is an immediate peril to persons or property to be removed summarily without notice.

- b. Signs upon public streets, sidewalks, right-of-way, or other public property may be immediately removed without prior notice.
- c. Any unlawful temporary or portable type sign located on private property that has not been removed after twenty-four (24) hours from notification may be removed by the City at the private property owner's expense. The City may dispose of the subject sign(s) immediately.
- d. Neither the City, nor any of its agents are liable for any damage to the sign when removed in accordance with this section.
- e. In addition to the penalties provided by these regulations, the provisions of this section may be enforced and violations thereof may be abated in accordance with the provisions and procedures set forth in sections 9-44 through 9-48 of Chapter 9 of the Code of Ordinances of the City of Mandeville.

**10.11.2. Violation.**

- 1. In case any sign structure or sign is erected or structurally altered or maintained or used in violation of the provisions of this Article, any proper City official or his or her duly authorized deputies or representatives may institute any appropriate action or proceedings to prevent such unlawful act or to prevent any illegal act, conduct or use in or about or concerning any such sign, sign structure or premises. Each day any such violation continues shall constitute a separate violation of this Article. The Planning Director may call upon the Chief of Police to furnish necessary personnel to carry out his orders.
- 2. Any resident of the community who believes that a violation of any of the provisions of this Article is occurring may file a written complaint with the Planning Director. Such complaint shall fully set forth the acts or omissions constituting the alleged violation and the site or sites at which such violation or violations are alleged to be occurring. The Planning Director shall record properly such complaint, investigate the allegations underlying said complaint, and take action on such complaint and investigation as provided by this Article.

**10.11.3. Penalty.**

Any person violating any provision of this Article shall be guilty of a misdemeanor, and upon conviction shall be punished as provided in section 1.9 of these Land Use Regulations of the City of Mandeville.

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

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**ORDINANCE NO. 23-20**

**AN ORDINANCE FOR THE CITY OF MANDEVILLE AMENDING THE COMMERCIAL LEASE FOR THE MANDEVILLE DEPARTMENT OF MOTOR VEHICLES OFFICE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, pursuant to Ordinance 21-09, the City of Mandeville (the "City") originally leased from Sunlight Causeway, LLC ("Lessor") the below described property (hereinafter, the "Leased Premises") to be utilized by the City of Mandeville for its Mandeville Office of Motor Vehicles, pursuant to a Lease Agreement originally made between the City of Mandeville, as tenant, and Sunlight Causeway, LLC, as lessor, executed as of April 14, 2021 (the "Lease"):

*"1715 North Causeway Blvd., Mandeville, Louisiana, premises consist of an area approximately 3336 square feet of office space and seventy (70) parking spaces which is attached hereto and made a part hereof."*

**WHEREAS**, said Lease has a term of five years with the option to renew until April 30, 2026;

**WHEREAS**, since the execution of the aforementioned Lease, Sunlight Causeway, LLC has sold its interest in the property to Causeway Place, LLC, and the lease was subsequently amended in April 2022 to reflect the change in ownership;

**WHEREAS**, the City of Mandeville desires to continue to use the property for the Mandeville Office of Motor Vehicles and to amend the Lease to reflect another recent change in ownership interest with the current owner of the property, Beacon Lighthouse Properties, LLC- Causeway Plaza, all as is set forth in that certain Second Amendment to the Commercial Lease (the "Amendment"), by and between the City and Beacon Lighthouse Properties, LLC- Causeway Plaza, as attached as Exhibit 1 hereto; and

**WHEREAS**, the City Council finds that the provisions of the Second Amendment, as attached (including its attachments) and incorporated herein by reference as if fully set out, are in the best interest of the City and the health, safety, and welfare of its residents, and in accord with public purposes.

**NOW, THEREFORE, BE IT ORDAINED**, that the City Council of the City of Mandeville hereby authorized execution, on behalf of the City of Mandeville, of the Second Amendment, and to execute any and all other instruments and to take such other action as is necessary to effectuate the terms of the Lease and to carry out the purposes of the Amendment, as amended.

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

NAYS:

ABSTENTIONS:

ABSENT:

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

\_\_\_\_\_  
Kristine Sherer  
Clerk of Council

\_\_\_\_\_  
Rick Danielson  
Council Chairman

**SUBMITTAL TO MAYOR**

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this \_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ o'clock a.m.

\_\_\_\_\_  
**CLERK OF COUNCIL**

**APPROVAL OF ORDINANCE**

The foregoing Ordinance is by me hereby **APPROVED**, this \_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ o'clock a.m.

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

**VETO OF ORDINANCE**

The foregoing Ordinance is by me hereby **VETOED**, this \_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_ o'clock a.m.

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

**SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

STATE OF LOUISIANA

This FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "First Amendment") is being entered into effective as of May 1, 2023, by and between **BEACON LIGHTHOUSE PROPERTIES, LLC- CAUSEWAY PLAZA** (hereinafter referred to as the "Lessor"), a Louisiana limited liability company, and **CITY OF MANDEVILLE** (hereinafter referred to as the "City" or "Tenant"), a municipal corporation of the State of Louisiana, with reference to the following facts, each of which the parties agree is true:

- A. Lessor's predecessor-in-interest, Causeway Place, LLC, a Louisiana limited liability company, and the City of Mandeville entered into a Lease dated April 26, 2022, a copy of which is attached hereto as "**Exhibit A**" and incorporated herein by this reference (the "Lease"), pursuant to which the City leased that certain premises owned by Lessor's predecessor-in-interest located at 1715 N. Causeway Blvd., Mandeville, Louisiana 70471 (the "Leased Premises"), the commencement date of which was May 1, 2021.
- B. A transfer of interest by sale was completed for the Leased Premises on May 1, 2023. Said sale transferred the legal ownership of the property from Causeway Place, LLC to Beacon Lighthouse Properties, LLC- Causeway Plaza.
- C. Tenant has been duly authorized to execute and deliver this Agreement under the terms and provisions of the ordinance or resolution of its governing body, attached hereto as "**Exhibit B**", and by other appropriate official approval, and further represents and warrants that all requirements have been met, and procedures have occurred in order to insure the enforceability of this Agreement, and Tenant has complied with such requirements as may be applicable to this Agreement.
- D. Beacon Lighthouse Properties, LLC- Causeway Plaza, by its signature below acknowledges and accepts all the obligations, terms and conditions of the Lease Agreement between Causeway Place, LLC and the City of Mandeville, for the remaining terms of the lease agreement. The City of Mandeville, by its signature below, likewise acknowledges and accepts the same.
- E. Lessor and Tenant desire to into this Second Amendment for the purpose of modifying the Lease in certain respects to reflect change in ownership as hereinafter provided.

NOW, THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective May 1, 2023, as follows:

1. **Definitions.** All capitalized terms used herein and are not otherwise defined herein shall have the same meaning assigned thereto as in the Lease.
2. **Ownership.** The Lease is hereby amended to show the following Change of Ownership:

New Owner:

Michael D. Haydel  
Beacon Lighthouse Properties, LLC- Causeway Plaza  
511 S. Jahncke Ave.  
Covington, Louisiana 70433

3. **Payment.** The heading titled "**PLACE OF PAYMENTS**" of this lease is amended by deleting the existing text and substituting, in lieu thereof, the following:

Commencing on May 1, 2021, rental payments shall be made as payable to **Beacon Lighthouse Properties, LLC- Causeway Plaza** through Check payable to Beacon Lighthouse Properties, LLC at 511 S. Jahncke Ave, Covington Louisiana 70433;

4. **Full Force and Effect.** Except as expressly modified hereby, the remaining terms and conditions of the Lease shall remain valid and effective as presently written. The terms

and provisions of this Second Amendment shall control to the extent of any inconsistencies between this Second Amendment and the Lease.

5. **Miscellaneous.**

- (a) **Headings.** The headings, captions, and arrangements used herein are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms hereof nor affect the meaning thereof.
- (b) **Governing Law.** This Second Amendment and all of its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Louisiana, of the United States of America; and all parties submit themselves to the jurisdiction and venue of the 22nd Judicial District Courts located in the Parish of St. Tammany, in the State of Louisiana, in the event of any legal proceedings in connection with this Agreement. Both parties agree and hereby attest that they have thoroughly read and reviewed the entire agreement and are familiar with all of the terms and conditions. Both parties attest that they have the authority to sign on behalf of their agency.
- (c) **Invalid Provisions.** If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- (d) **Enforceability.** This document is enforceable in accordance with its terms immediately upon execution hereof by both parties, notwithstanding that most obligations, right and duties are performable from and after the Effective Date.
- (e) **Entire Agreement; Acknowledgment of Amendment.** Lessor and Tenant mutually acknowledge that this amendment to the Lease Agreement is the sole amendment to the Lease and all other terms and conditions contained therein remain in effect. The terms of this Agreement may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
- (f) **Affidavit.** Both parties agree and hereby attest that they have thoroughly read and reviewed the entire agreement and understand all of the terms and conditions. Both parties attest that they have the authority to sign on behalf of their agency and are executing the same willingly and voluntarily of its own volition.

[The remainder of this page is intentionally left blank.]

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

**THIS LEASE AMENDMENT** is executed in duplicate in the Parish of St. Tammany, State of Louisiana, on the \_\_\_\_\_, day of \_\_\_\_\_, 2023, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

**CITY OF MANDEVILLE**

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

Printed: \_\_\_\_\_

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

Witness:

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

Printed: \_\_\_\_\_

**THIS LEASE AMENDMENT** is executed in duplicate in the Parish of St. Tammany, State of Louisiana, on the \_\_\_\_\_, day of \_\_\_\_\_, 2023, and in testimony whereof the parties have signed in their respective capacities in the presence of the undersigned competent witnesses.

**BEACON LIGHTHOUSE PROPERTIES, LLC- CAUSEWAY PLAZA**

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

Michael Haydel, Sole Member/Manager

Witness:

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

Printed: \_\_\_\_\_

[EXHIBIT "A" and "B" CONTAINED ON THE FOLLOWING PAGES]

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

**ORDINANCE NO. 23-21**

**AN ORDINANCE FOR THE CITY OF MANDEVILLE TO AMEND SECTION 13-6 OF THE CODE OF ORDINANCES, TO INCLUDE ADDITIONAL POWERS OF THE CITY TO PROTECT CITY RIGHTS-OF-WAY DURING THE LOCATION/PLACEMENT OF PUBLIC AND PRIVATE UTILITIES THEREIN AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, Public and private utilities desire to expand their infrastructure within the municipal boundaries of the City of Mandeville through access and utilization of the City's public rights-of-way;

**WHEREAS**, the City of Mandeville agrees that the expansion of certain public and private utilities within the municipal boundaries of the City will provide a public benefit and assist in the economic development of the area, and the City has a reasonable expectation of receiving these benefits;

**WHEREAS**, the City of Mandeville desires to allow for the access and use of the municipal rights-of-ways, subject to a procedure that ensures notice to the City, safeguards existing uses and utilities provided to avoid disruption, and to protections to the City and its citizens in the event of any disruption of services, damage to property or other obstruction as a result of the use of its rights-of-ways by public or private utilities;

**WHEREAS**, the City of Mandeville desires to amend Section 13-6 of the Code of Ordinances to prescribe the procedure for use of municipal rights-of-ways by public and private utilities and to allow for enforcement of any violation of the procedure prescribed herein, including the requirement that any work performed on the right-of-way may also include a deposit of cash or surety bond to safeguard the City from disruption of services, damages to property or other obstruction as a result of the use of its right-of-ways by any user.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Mandeville, that Code of Ordinance, City of Mandeville Sec. 13-6 be adopted to read as follows:

**Section 13-6. Procedure for placement of public and private utilities in City rights-of-way**

*A. Purpose*

9. The City is empowered to require a guarantee deposit of cash or surety bond on a case by case basis in an amount as determined by the City. Guarantee deposits will be refunded upon receipt of notice from the City that the work has been satisfactorily



completed. Failure to comply with the terms of the permit will result in forfeiture of the deposit. Deposits will also be forfeited if the terms of the permit remain unsatisfactory or not completed after five (5) years from the date of issuance. The forfeiture of the deposit, or the lack of a deposit, shall in no way relieve the permittee from any other claim for damages and costs suffered by the City due to his failure to comply with said permit. Unsatisfactory completion of a permit may also result in non-approval of future permits for the same applicant until the unsatisfactory condition is rectified.

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

NAYS:

ABSTENTIONS:

ABSENT:

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

Kristine Sherer  
Clerk of Council

Rick Danielson  
Council Chairman

#### **SUBMITTAL TO MAYOR**

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this \_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_ o'clock a.m.

CLERK OF COUNCIL

THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER BUSH; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER MCGUIRE.

ORDINANCE 23-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE WITH RESPECT TO PARCEL D, MARINERS VILLAGE SECTION 46, T-8-S, R-11-E, GREENSBURG LAND DISTRICT, CITY OF MANDEVILLE, ST. TAMMANY PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED ON THE LEGAL DESCRIPTION PREPARED BY KELLY J. MCHUGH & ASSOCIATES, INC., CIVIL ENGINEERS & LAND SURVEYORS, DATED 08/04/95, CONTAINING 15.012 ACRES; CONDITIONALLY APPROVING THE SITE PLAN FOR SUCETTE HARBOR, PREPARED BY TRAPOLIN PEER ARCHITECTS (HOTEL & EVENT SPACE), ARRIVE ARCHITECTURE GROUP (ACTIVE ADULT BUILDINGS), WITH URBAN AND LANDSCAPE SITE PLANNING FROM DESIGN WORKSHOP; REQUIRING THAT THE SUBJECT PROPERTY BE ZONED PLANNED COMBINED USE DISTRICT("PCUD"); GRANTING A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT OF THE ENTIRE SITE; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

**RECITALS:**

**WHEREAS**, Woodward Harbor, L.L.C. ("Woodward Harbor"), on behalf of LSU Health Foundation, New Orleans, has applied for the approval of site development plans and a conditional use permit for a project on Parcel D, Mariners Village Section 46, T-8-S, R-11-E, Greensburg Land District, City of Mandeville, St. Tammany Parish, Louisiana, more particularly described on the legal description prepared by Kelly J. Mchugh & Associates, Inc., Civil Engineers & Land Surveyors, Dated 08/04/95, containing 15.02 acres of land (Parcel "D"), attached hereto as Exhibit "1; and

**WHEREAS**, the City of Mandeville's Comprehensive Plan, dated 2007 ("Comprehensive Plan"), identifies Parcels D for future use as a "Planned/Marina District" (see Comprehensive Plan – Map 2); and

**WHEREAS**, the Comprehensive Plan classifies the subject parcel of land as ones suitable for "mixed use" (see Map 5c – West Marina Issues); and

**WHEREAS**, the Comprehensive Plan establishes that "Mandeville is a lakefront community that provides access to Lake Pontchartrain for residents and visitors" and that "marinas, located on the east and west ends of Old Mandeville, provide unique opportunities for the establishment of mixed-use

neighborhoods with a maritime focus,” with a goal “to provide diverse mixed-use marina environments and easy marine access for residents and visitors” (see Comprehensive Plan - Goal 11, page 35); and

**WHEREAS**, Article 3.3, entitled *General Definitions of the Land Use Regulations*, of the Comprehensive Land Use Regulations Ordinance (“CLURO”) defines a planned development as “land under a unified control to be planned and developed as a whole in a single development operation or a definitely programmed series of development operations or phases” (see definition 183) and contains no further definitions or subclassifications of a planned development; and

**WHEREAS**, Article 7.5.15, entitled *PD- Planned District*, of the CLURO outlines that the Planned District allows for “design flexibility in conjunction with a site plan review procedure for the approval of residential, commercial, industrial or a combination of these uses on one unified development site by ordinance of the City Council subsequent to the recommendation of the Planning Commission,” and further, that “Development sites approved by ordinance under the site plan review procedures of a Planned District shall be approved as a Planned Residential District (PRD), a Planned Commercial District (PCD), a Planned Industrial District (PID), or a Planned Combined Use District (PCUD) in accordance with the classification of the use or uses proposed and/or existing”; and

**WHEREAS**, in conformity with the procedures established in Article 4.3.3, entitled *Procedures and Fees for Conditional Use Permits and Planned District Zoning*, of the CLURO, Woodward Harbor has submitted an Application for Planned District and Conditional Use Approval for Sucette Harbor, a mixed-use development, with designs and drawings prepared by Trapolin Peer Architects (Hotel) dated March 15, 2022, revised on September 23, 2022, Arrive Architecture Group (Active Adult Buildings), dated August 1, 2018, revised on August 31, 2022, and Design Workshop (Urban and Landscape Site Planning), dated February 18, 2022, revised on August 26, 2022, attached hereto *in globo* as Exhibit “2”;

**WHEREAS**, Article 9.1.1.11, entitled *Provisions for “Parking Bank,”* of the CLURO allows for “parking spaces to be held in reserve as landscaped open space” for the potential future benefit of the public and the applicant/owner (see Exhibit “3”); and

**WHEREAS**, the City of Mandeville Planning and Zoning Commission (“Planning and Zoning Commission”), after giving proper notice, conducted public hearings for the proposed Sucette Harbor project on September 21, 2022, October 12, 2022, February 13, 2023, March 7, 2023, March 20, 2023, and April 17, 2023 and reported its findings and recommendations to the City Council of the City of Mandeville (“City Council”) on or about April 25, 2023 for a Conditional Use Permit and Planned District Zoning Approval; and

**WHEREAS**, the City Council has considered Article 4.3.3.8, entitled *Review and Evaluation Criteria*, of the CLURO with regards to the subject project and has reviewed the favorable recommendations of the Planning and Zoning Commission, attached hereto as Exhibit “4,” as well as the

site development plans for Sucette Harbor; and

**WHEREAS**, Parcel D is undeveloped ; and

**WHEREAS**, the City Council intends herein with this Ordinance to approve the site and development plans for Parcel D, to approve a conditional use permit for the subject project, and to authorize the land uses set forth below in Table 1; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council, acting as the governing authority of the City of Mandeville, that the site development plans for **Sucette Harbor**, as well as all other drainage, landscape, parking, tree mitigation, marina, and building plans as contained in Exhibit “2,” are approved. The site plans, as contained in Exhibit “2,” for Sucette Harbor are specifically made a part of this ordinance and are incorporated herein by reference.

**BE IT FUTHER ORDAINED** by the City Council that the following land uses and intensities shown in Table 1 are approved, and a conditional use permit is granted to the applicant and the owner, for the development of the subject parcels of land as follows:

**Table 1: Authorized Land Uses and Development Limits.**

<b>Land Use/Building Type</b>	<b>Limits</b>
<b>Residential Uses:</b>	
Multi-family/Age Restricted Housing	201 Units
<b>Commercial Uses:</b>	
Hotel	84 Rooms 108,813 sf
Retail and Office	11,700 sf
Marina	110 Boat slips
<b>Parking Spaces, including parking bank</b>	589 spaces

**BE IT FURTHER ORDAINED** by the City Council that the subject parcel of land be approved for use as a Planned Combined Use District (PCUD) and re-zoned to the extent necessary.

**BE IT FURTHER ORDANINED** by the City Council that all variances and departures from the CLURO are granted for the subject project consistent with the attached site plans for Sucette Harbor.

**BE IT FURTHER ORDAINED** by the City Council that the Clerk of the Council be authorized and empowered to take any and all actions, within her discretion, deemed necessary to promulgate the provisions of this Ordinance.

The ordinance having been submitted to a vote; the vote thereon was as follows: