

**NOTICE OF PUBLIC MEETING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, AUGUST 10, 2023, at 6:00PM
MANDEVILLE CITY HALL
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448
AGENDA PACKET**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE**

MINUTES:

1. Adoption of the July 24, 2023, Sucette Meeting Minutes
2. Adoption of the July 26, 2023, Budget Meeting Minutes
3. Adoption of the July 27, 2023, Council Regular Meeting Minutes

REPORTS AND ANNOUNCEMENTS:

OLD BUSINESS

1. Adoption of Ordinance No. 23-28; AN ORDINANCE FOR THE CITY OF MANDEVILLE SPECIFYING “NO PARKING” ON THE SOUTH SIDE OF CLAIBORNE BETWEEN CARROLL AND LAFITTE IN ACCORDANCE WITH SECTION 10.64 “REGULATIONS AT SPECIFIC LOCATIONS” OF THE CODE OF ORDINANCE OF THE CITY OF MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

NEW BUSINESS:

1. Approval of the special event Festival of the Lake, Friday, November 10th thru Sunday, November 12th to be held at 312 Lafitte St, Mandeville LA. Times to be: Friday, 5pm – 10pm; Saturday, 11am – 10 pm and Sunday, 11 am – 5pm. (Councilwoman McGuire, District III)
2. Approval of the special event; Winterland, Friday, November 24th thru Sunday, December 31st from 9am – 9pm to be located in the parking lot of 1200 W. Causeway Approach, Mandeville. (Councilman Kreller, District II)
3. Approval of the special event: OMBA -Rockin the Lake, Saturday, October 21st from 2pm – 9pm, rain date Sunday, October 22nd to be located on the Mandeville Lakefront (refer to map) Contingent upon; approval of MPD detail set up for barricades, signage and fees; approval of MPD event detail; ATC alcohol permit; and approval of cleanup procedures including OMBA securing 2 dumpsters (Councilwoman McGuire, District III)
4. Approval of the substantial completion of Task Order #3, 2022 Roadway Drainage as of July 27, 2023. (Councilman Zuckerman, At-Large)
5. Nomination and Discussion of commissioner for appointment to the Mandeville Planning & Zoning Commission (to be voted upon at the August 24, 2023 council meeting).
6. Adoption of Resolution No. 23-29: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE HARBOR FIELD UPGRADES

CONTRACT, PROJECT NO. 100.21.002, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER BSD CONSTRUCTION, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

7. Adoption of Resolution No. 23-30; A RESOLUTION AUTHORIZING ACCEPTANCE OF A CAPITAL OUTLAY GRANT AWARD IN THE AMOUNT OF \$2,000,000.00 FROM THE STATE OF LOUISIANA FOR THE CITY OF MANDEVILLE, POLICE DEPARTMENT BUILDING, PLANNING AND CONSTRUCTION AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT TO COMPLETE THE PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

8. Introduction of Ordinance No. 23-32; AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 22-17, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

PUBLIC COMMENT:

PUBLIC WORKS UPDATE:

ADJOURNMENT

Kristine Scherer

Council Clerk

City of Mandeville-3101 E. Causeway Approach-Mandeville, LA 70448

(985) 624-3145

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact, Kristine Scherer, Council Clerk, at (985) 624-3145, describing the assistance that is necessary.

DATE OF NOTICE: August 3, 2023, 1:00 pm

POSTED AT: MANDEVILLE CITY HALL, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LOUISIANA

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

ORDINANCE NO. 23-28

**AN ORDINANCE FOR THE CITY OF MANDEVILLE SPECIFYING “NO PARKING”
ON THE SOUTH SIDE OF CLAIBORNE BETWEEN CARROLL AND LAFITTE IN
ACCORDANCE WITH SECTION 10.64 “REGULATIONS AT SPECIFIC
LOCATIONS” OF THE CODE OF ORDINANCE OF THE CITY OF MANDEVILLE
AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Chapter 10, Section 10-64 of the Mandeville Code of Ordinances outlines stopping, standing, and parking regulations for specific locations; and

WHEREAS, it is necessary that the City’s parking regulations and specific locations be reviewed from time to time to adequately reflect current conditions; and

WHEREAS, as part of that review process, the Mandeville City Council deemed that the parking regulations on Claiborne be further clarified to reflect residents’ concern that the width of the street no longer effectively accommodates two-way traffic in light of current traffic patterns and vehicle design; and

WHEREAS, the Mandeville City Council desires to specify “no parking” on the south side of Claiborne between Carroll and Lafitte, and the same ordinance requires the City to install signs or markings to give notice of such regulations, restrictions and prohibitions; and

WHEREAS, Section 10-64 of the City of Mandeville Code of Ordinances states that it shall be unlawful for the operator of a vehicle to violate or fail to comply with any sign prohibiting parking and be subject to a fine for any violation thereof;

THEREFORE, BE IT ORDAINED, the City Council pursuant to the authority vested in the City Council and Mayor under the provisions of Section 10-64 of the Code of Ordinances for the City of Mandeville, that parking on the south side of Claiborne between Carroll and Lafitte be prohibited; and

BE IT FURTHER ORDAINED any person or persons found to have violated the provisions of this ordinance be fined in accordance with the Fee and Fine Schedule set forth in the Code of Ordinances, Appendix C.

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



INTEROFFICE MEMO

TO: Kristine Scherer
Kathleen Sides

FROM: Alia Casborné

DATE: July 31, 2023

SUBJECT: Special Events Application Recommendations

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

Richards Collection Realty - Winterland

Applicant: Thomas Richards

Date/Time: Friday, November 24 – Sunday, December 31, 2023

Rain Date: N/A

Location: 1200 West

Approval Requests:

Event takes place in the parking lot.

Old Mandeville Business Association – Rockin'the Lake

Applicant: Shane Mutter

Date/Time: Saturday, October 21, 2023 – 2:00 p.m. – 9:00 p.m

Rain Date: Sunday, October 22, 2023

Location: Lakeshore Drive (See Map)

Approval Requests:

- MPD detail for setup of barricades, signage and fees
- MPD event detail
- City Permit requested to apply for ATC Special Events Liquor Permit

Contingencies:

- Approval of MPD detail setup for barricades, signage and fees
- Approval of MPD event detail
- ATC alcohol permit
- Approval of cleanup procedures – including OMBA securing 2 dumpsters

Our Lady of the Lake – Festival of the Lake

Applicant: Jeffrey James

Date/Time: Friday, November 10, 2023 – Sunday, November 12, 2023 (See attached Schedule)

Rain Date: N/A

Location: 312 Lafitte Street

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit
- Closure of Lafitte Street (See Map)

Contingencies:

- MPD Approval of map & detail
- ATC alcohol permit

Attachments

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 OUR LADY OF THE LAKE CHURCH
Name of Authorized Representative FR. DOUGLAS M. BUSCH Non-Profit/Tax-Exempt # _____
Mailing Address 312 LAFITTE ST.
City MANDEVILLE State LA Zip 70448
Applicant Phone # _____ Alt. Phone # _____
E-Mail _____ Application Fee Paid? YES NO

Name of Event: FESTIVAL OF THE LAKE
Date(s) of Event: Day FRI-SUN Date NOV 10TH 11TH 12TH / 2023 Time 5PM - 10PM Rain Dates(s) N/A
Event Location: 312 LAFITTE ST., MANDEVILLE, LA 11AM - 5PM

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event FUNDRAISER Estimated Attendance OPEN TO PUBLIC

EVENT DETAILS - Check all that apply:

1	Are patron admission, entry or participant fees charged?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2	Is the event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are Street Closures Requested? If yes, please contact Mandeville Police Dept.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4	Will you require barricades for the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting		
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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input checked="" type="checkbox"/> Yes	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
15	Will there be security staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
16	Are you planning to have amplified sound?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
17	Will you need access to power or water? (please circle)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
18	Will there be any signs, banners, decorations, or special lighting?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: _____

Printed Name: FR. DOUGLAS M. BUSCH

Organization Represented: OUR LADY OF THE LAKE CHURCH

Office Held PASTOR

Date 7/12/2023

Please email completed application to acasborne@cityofmandeville.com.

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

Fee received Date 7/12/23

Certificate of Insurance? YES NO

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>See attached # 331e0</u>	_____
Fire District #4	<u>N/A</u>	_____
Public Works	<u>N/A</u>	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

14 Officers (40/hr) See attached schedule

Approved:
L. Clay Madden
Mayor Clay Madden

7-31-23
Date

City Council Approval

Alcohol Permit:
_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:
_____ Yes _____ No Date Approved: _____



Our Lady of the Lake Roman Catholic Church
Mandeville, Louisiana

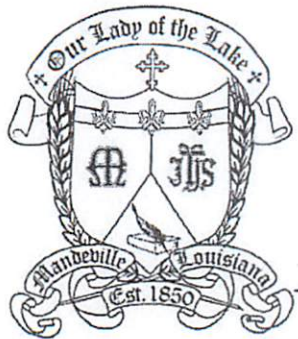
July 12, 2023

City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

Please find enclosed our check in the amount of \$25.00, the permit fee for Our Lady of the Lake Festival which will take place on Friday, November 10th, Saturday, November 11th and Sunday, November 12th, 2023.

Sincerely,

Fr. Douglas M. Busch
Pastor
Our Lady of the Lake Church



Office of the Pastor

Our Lady of the Lake Roman Catholic Church
Mandeville, Louisiana

July 12, 2023

City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

To whom it may concern,

Our Lady of the Lake Church is requesting the closure of Lafitte Street from Madison to Jefferson. This closure is for Our Lady of the Lake Festival which will be held on Friday, November 10th, Saturday, November 11th and Sunday, November 12th, 2023.

If you have any questions or need additional information, please contact Cheryl Emmons at 985-626-5671 ext. 4101.

Sincerely,

Rev. Douglas M. Busch
Pastor

Our Lady of the Lake Festival 2023

Police Schedule

	Fri, Nov 10 th	Sat, Nov 11 th	Sun, Nov 12 th
720	(3) 5pm - 11:00pm	(6)	
240		(1) 11pm - 5am (6)	
240		(1) 5am - 11am (6)	
480		(2) 11am - 5pm (6)	
720		(3) 5pm - 11:00pm (6)	
240		(1) 11pm - 5am (6)	
240		(1) 5am - 11am (6)	
480			(2) 11am - 5pm (6)
<u>3360</u>			

\$40/hr
14 details



MANDEVILLE POLICE DEPARTMENT

Special Event Addendum

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

1. Beginning and end time of event: Fri 5pm-10pm, SAT 11am-10pm, Sun 11am-5pm
2. Location of event: 312 LAFITTE ST., MANDEVILLE, LA 70448
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? YES NO
5. Are you requesting that Police be present during the event? YES NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? SEE ATTACHED
8. Name and contact number of Event official?
RYAN GERON 504-494-2400

9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? Open to Public

Please return completed form to Asst Chief Ron Ruple.

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: Our Lady of the Lake Catholic Church
2. Legal name(s): Individual, Partners, or Corporation _____
3. Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ / Restaurant ___
4. Business location address 312 Lafitte St., Mandeville, LA 70448
 Telephone () _____
5. Mailing address 312 Lafitte St., Mandeville, LA 70448
6. Contact Person Fr. Douglas M. Bosch
 Phone Number _____ E-Mail Address: _____ info
 Fax Number _____ Web Address olparish.info

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.	Name	Title	SSN	% Owned
	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	

**Our Lady of the Lake Festival
November 10th, 11th and 12th, 2023**

Band line up:

Friday, Nov 10th

7pm – 10pm Bag of Donuts

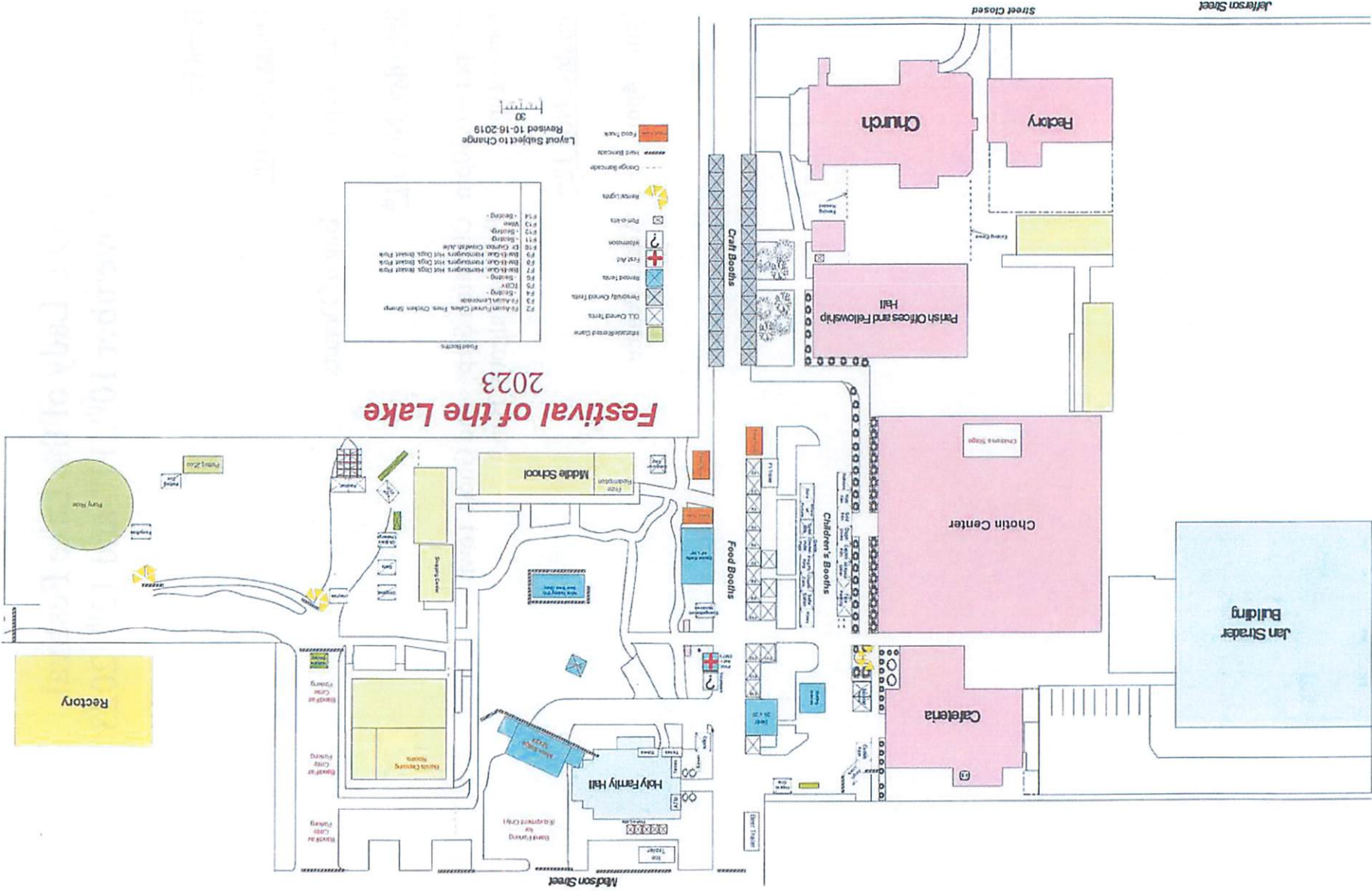
Saturday, Nov 11th

3:30pm – 6:30pm Christian Serpas and Ghost Town

7pm – 10pm Peyton Falgoust Band

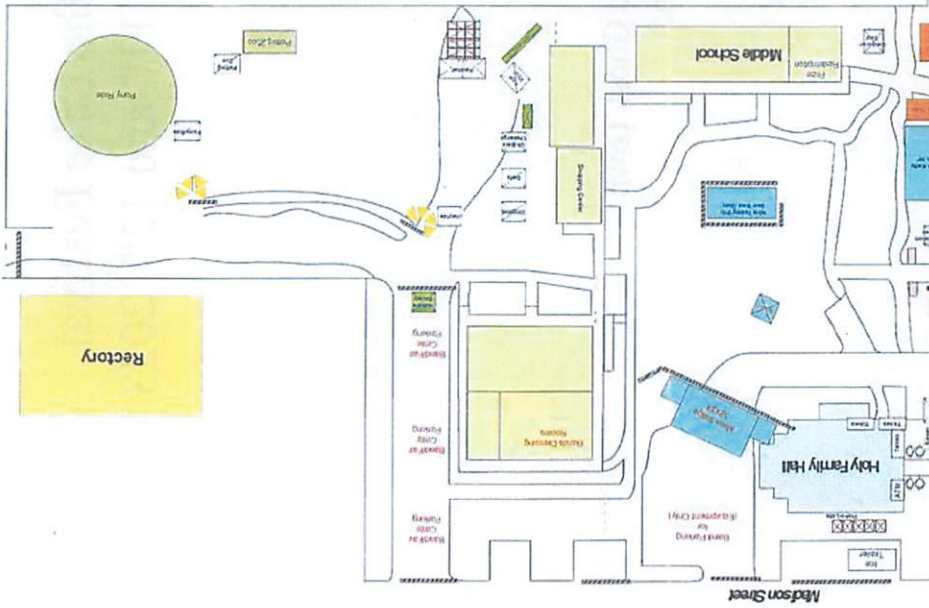
Sunday, Nov 12th

1pm – 4pm Adam Pearce



Festival of the Lake 2023

Layout Subject to Change
Revised 10-16-2019



Jefferson Street

Street Closed

Hudson Street



Statement of Financial Activities

2023 OLL Festival of the lake

Income (Receipts)	2022	2021	2020 (Canceled)
Tickets	87,468.39	113,432.17	
Sponsors	42,700.00	30,930.00	
T-Shirts	9,259.00	5,726.00	
Craft Booth	1,700.00	2,208.63	
Booth Income/Donation	5,667.53	1,500.00	
Misc. - Other	246.58	25.00	
Interest	-	11.34	
TOTAL Income (Receipts)	147,041.50	153,833.14	
Expenses (Disbursements)			
Outside Vendor Booths	20,689.73	26,000.00	
Entertainment	18,241.20	21,251.75	
OLL Game Booths	22,471.11	11,077.00	
OLL Food/Drink Booths	16,228.83	10,000.00	
Setup/Take Down	13,409.50	12,905.26	
T-Shirts	10,423.00	4,430.79	
Tickets	1,533.83	1,398.73	
Security	3,320.00	2,975.00	
Advertising	-	900.00	
Sponsor Expense	1,180.17	827.53	
Prize Redemption	-	5,000.00	
Craft Booth	-	-	
Miscellaneous		2,476.05	
TOTAL Expenses (Disbursements)	<u>107,497.37</u>	<u>99,242.11</u>	
NET INCOME SURPLUS (DEFICIT)	<u>39,544.13</u>	<u>54,591.03</u>	

CONTRACT Open 6/2/23

www.TentManTents.com
 Northshore: (985) 624-7368
 Southshore: (504) 780-8368



Visit the Showroom : 2123 Florida St., Mandeville

MAILING Address: 1901 Orange St., Mandeville, LA 70448
 Email: rentals@tentmantents.com
 FAX: (985) 674-5895

Bill To:	Festival of the Lake	Site Name:	SAME
Address:	c/o Our Lady of the Lake Church 312 Lafitte St., Mandeville, LA 70448	Address:	Negher's Square, Lafitte St
Event Date:	Fri - Sun, Nov 10 - 12, 2023	Event Time:	Fri 5p-10p, Sat 11a-10p, Sun 11a-4p
Event Type:	festival	Surface:	mixed
Client Rep At Site:	David Lebreton		

Instructions:
 Deliver & Setup TENTS - Thurs, Nov 9, (AM access after car line OK) and/or Fri Nov 10, 2023 (all tents in place by 3 PM Fri)
 Deliver and Set Up - PARTY RENTALS - Day / Time TBD (items in place by 3 PM Fri)
 Customer Initial Here: *****Customer Agrees that Tables & Chairs will NOT be left outdoors, uncovered*****
 Pick Up PARTY RENTALS - Sun Nov 12 - after 4pm
 Take Down TENTS (in street, parking areas) - Sun Nov 12 - after 4pm, Take Down TENTS (on campus) - Mon Nov 13, 2023

Home Phone:	Office Phone:	Fax:	Cell Phone:	Phone At Site:
	985-626-5671 church			new.lafitte.la

DESCRIPTION OF EQUIPMENT & SERVICES

Quantity	Item	Per Item	Price
TENT RENTALS:			
<i>I understand no adhesives or any sticky-back materials can be used for lighting or decorations banners signage on tent.</i>			
1	BEER: White 20 x 20 Tent (Same Location)	\$295 00	\$295 00
1	CONCRETE Installation -- on Lafitte St	\$15 00	Waived Anchors OK
1	Flag Pkg LSU flag		Lagnappe Not Charge
1	SEATING: 20 x 60 Frame Tent (Same Location)	\$885 00	\$885 00
1	GRAVEL Installation -- in Segher's Square Courtyard		Included
1	Pennant Pkg red pennants		Lagnappe Not Charge
1	Lighting Pkg Basic Tent Lighting	\$155 25	\$155 25
1	RAFFLE: 20 x 40 Frame Tent (Same Location)	\$560 00	\$560 00
1	GRAVEL/CONCRETE Installation -- along Lafitte Street		Included
1	Flag Pkg 1 - USA, 1 - State of LA		Lagnappe No Charge
1	Lighting Pkg Globe Lights	\$103 50	\$103 50
1	Sidewall Pkg (all SLIDING WALLS) 120' Window	\$300 00	\$300 00
1	STUFFED ANIMALS/HATS: 20 x 20 SKYLIGHT Tent	\$295 00	\$295 00
1	CONCRETE Installation -- near Chotin Center (Same Location)	\$10 00	Waived Anchors OK
1	Flag Pkg Smile Face Flag		Lagnappe No Charge
1	Lighting Pkg LED Colored Up-Light & Perimeter Rope Lights	\$132 50	\$132 50
PARTY RENTALS (2 - 4 day rental rate):			
10	8' Banquet Tables (seating under 20x40 Tent)	\$13 80	\$138 00
80	Samsonite-Type Folding Chairs (seating under 20x40 Tent)	\$2 30	\$184 00
15	6' Banquet Tables - for Raffle Area (place in 20x40 Raffle Tent)	\$12 75	\$191 25
CONSUMABLES:			
10	8' Size Kwik Covers (COLOR Royal)	\$4 25	\$42 50
LINEN RENTALS:			
10	54"x120" Banquet Linens (Solid BLACK)	\$12 95	\$129 50
OTHER:			
1	Weekday SETUP of Tents		Included
1	Weekday SET UP of Tables & Chairs (in 20x40 Tent)		Included
1	Weekend After Hours (SUN) TAKE DOWN incl Beer Tent, Raffle Tent, & Stuffed Animals Tent	\$445 00	\$445 00
SUBTOTAL (ALL)			\$3,856.50
<i>In Kind DONATION Sponsorship ("Silver" LEVEL) ***</i>			\$1,000.00
<i>Additional Discount - per Paul</i>			\$200.00
TOTAL BILLING			\$1,200.00
Discounted SUBTOTAL (ALL)			\$2,656.50
***The Tent Man will receive Booth Sponsor Signage, Logo included on Festival T-shirt, Link on Festival Website, Recognition in Bulletin, plus FB Like & Twitter follow			
1	Roundtrip Transportation & Fuel Surcharge - OLD.MAND - subject to increase OR decrease, 2 weeks prior to event	\$35 00	\$35 00

!!! NO GRILLING !!! NO OPEN FLAMES !!!

Festival of the Lake
 Lessee (PRINT Name/Company/Organization) _____
 Guaranty: And now comes OLL, who is made a party to this contract and who agrees to personally guarantee the obligations under taken herein by Lessee and who further agrees to be bound with Lessee in solid for the faithful performance and executive of all obligations under taken herein by Lessee.
 By: (SIGN Name) _____ Date _____
 By Lessor: THE TENT MAN, Inc. _____ Date _____

Contract Price	\$2,691.50
Tax	EXEMPT
TOTAL	\$2,691.50
Non-Refundable DEPOSIT	\$672.88
Balance DUE at set up	\$2,018.63

* NOTE: balance due must be paid in full 7 days prior to scheduled setup/install/delivery date. PLEASE NOTE: Items may not be set up and/or items may not be delivered if balance is not paid.

ALSO: Sign & Date Terms & Conditions page →→→→

TERMS & CONDITIONS: Tent Man, Inc (D/B/A The Tent Man), (Lessor), hereby leases to _____ (Lessee) and Lessee hereby leases from Lessor, during the Lease Period (as defined below) the material and equipment described on the face side of this agreement (hereinafter called "Equipment"), and Lessor agrees to provide the services incident thereto at the price set forth herein (the "Contract Price") and subject to the following terms & conditions:

TITLE and OWNERSHIP

1: This is a lease agreement only and the Equipment shall remain the personal property of Lessor. Lessee shall not sublet, encumber or dispose of the Equipment or take any action which might suggest to third parties that Lessee has any power to do so. The Equipment shall not be removed from the place of installation without the express written consent of Lessor, and Lessee shall not remove, cover or interfere with Lessor's identification, advertising or other labels attached to the Equipment.

IMPORTANT GUIDELINES & RESPONSIBILITY OF EQUIPMENT

2: Lessee assumes all responsibility for loss of or damage to the Equipment (unless due solely to negligence of Lessor or an Act of God) during the period from delivery of the Equipment to removal thereof by Lessor (the "Lease Period"). Lessee will pay for all Equipment lost or damaged during the Lease Period in an amount equal to, in Lessor's discretion, the replacement or repair cost of the Equipment. For purposes of this agreement, an Act of God shall include, without limitation, flooding, hurricane, tornado, tropical storm or depression, hail, ice/snow or other unpreventable natural cause or disaster.

3: Installation of tent equipment must be done correctly by Lessor for the protection of persons and the Equipment. Never unfasten stake lines. Never remove any poles from a tent. Both stake lines and poles are integral parts of the structural safety of a tent. Lessor shall not be liable and shall be held harmless in any manner for injuries or damages caused by persons or things falling over or coming into contact with ropes, stakes, or other such equipment.

PERMITS

4: Lessee agrees to and covenants that Lessee shall secure all permits, licenses, consents, etc., required for installation, maintenance and use of the Equipment and incur the costs thereof.

RESTOCKING / CHANGE ORDERS

5: Lessee understands and acknowledges orders are prepared for delivery in advance of delivery date. Lessee agrees that as a part of this agreement, any order deletions or reductions in the Equipment ordered must be made at least seven (7) days prior to the Scheduled Delivery Date (as defined in Section 7). Such deletions or reductions made later than the above stated policy will incur a 100% restocking charge equivalent to the cost of rental for that Equipment in the agreement.

6: In the event that Lessee changes any of the arrangements relating to the service to be performed or the Equipment to be leased, Lessor shall add or subtract such Equipment, service or servicemen as in its sole discretion may be necessary to maintain the safety and quality of the work to be performed. Lessee shall pay for any additional Equipment, service or servicemen (or shall receive credit for any reduction thereof, if made in accordance with Section 5), at Lessor's customary charge thereafter.

CANCELLATIONS

7: This agreement may be cancelled by the Lessee only upon delivery of written notice of such cancellation to Lessor prior to the time scheduled for initial delivery of Equipment to Lessee's premises (Scheduled Delivery Date), subject to the following cancellation charges. In the event that such notice of cancellation is given by Lessee to Lessor on or before thirty (30) days prior to the Scheduled Delivery Date, then Lessee's deposit shall be refunded except for a cancellation fee equal to 25% of the Contract Price, plus any additional out of pocket expenditures incurred by Lessor in anticipation of the agreement. In the event that such notice of cancellation is given less than thirty (30) days but more than seven (7) days prior to the Scheduled Delivery Date, then Lessee shall be liable for a cancellation fee equal to 50% of the Contract Price. Should Lessee fail to provide such written notice of cancellation at least (7) days prior to the Scheduled Delivery Date, then Lessee shall be responsible for the full Contract Price specified in the agreement. A breach of this agreement by Lessee, if not immediately remedied upon Lessor's request, shall effectively constitute a cancellation by Lessee as of the date of the breach, and the cancellation payment terms above shall apply.

ACCESS TO EVENT SPACE and SITE PREPARATION

8: Lessor shall deliver and/or install the Equipment at such reasonable times as it deems best for safety and scheduling, allowing time for Lessee's decoration and other pre-event arrangements.

9: It is the responsibility of the Lessee to be sure the site is ready (lawns mowed, outdoor furniture moved, vehicles moved, etc) before the Lessor is scheduled to arrive. If the site is not ready or accessible when Lessor arrives, Lessee will incur additional fees and/or the Equipment may not be installed or delivered. Lessee shall meet with Lessor to identify, and agrees to provide, at Lessee's expense, suitable unobstructed space (as determined by Lessor in its sole discretion) on Lessee's premises for the delivery, installation, dismantlement and removal of the Equipment and access to such space. Lessee will provide readily accessible power outlets of sufficient capacity (as determined by Lessor in its sole discretion) to safely operate all electrical facilities proposed herein.

10: Lessee (or Lessee's designee) shall advise Lessor as to the existence and location of any underground cables, pipes, conduits, etc. In the absence of such advice or notification Lessor shall assume that no such underground obstructions exist. Although Lessor will endeavor to minimize damage to Lessee's lawn, plantings, underground utilities and premises generally (including power failures and other hazards), Lessee assumes the risk, and releases Lessor from liability for any such damage which may occur. Lessor may rely on and follow any directions whether oral or written of Lessee's family or his employees or agents with respect to any act or acts performed by Lessor in the delivery, installation, dismantlement or removal of the Equipment or the performance of any services called for by this agreement. Unless otherwise directed by Lessor, Lessee shall provide access to existing or temporary restroom facilities during Equipment erection or removal, at Lessee's expense. **CONTINUED on NEXT PAGE**

11: Normal delivery of Equipment is "curbside" (within 50 feet of parking space), to the event lawn/field area, and/or front, side, or garage door at ground level. If the closest point a delivery truck/trailer can park is more than 50 feet away, extra charges will be assessed. Extra charges will also be assessed for load-ins to up/downstairs, elevator use, or *any* point where extra time is involved.

12: Any broken, missing or malfunctioning items must be reported via afterhours number(s) listed below within the first hour of delivery to avoid charges. Renter agrees that the numbers of items is correct, unless a discrepancy is noted on the contract at time of delivery. If Lessee or a representative of Lessee is not available at the time of delivery/pickup, Lessee accepts Lessor's count as correct.

13: Lessor shall deliver and/or install the Equipment at such reasonable times as it deems best for safety and scheduling, allowing time for Lessee's decoration and other pre-event arrangements. Lessor will strive to accommodate Lessee's delivery requests; however, delays and changes in the schedule are sometimes unavoidable. Lessor will communicate scheduling changes as they occur.

14: Asphalt Installation of Tent Equipment. Erecting a tent on an asphalt surface is a routine operation requiring that Lessor drive stakes approximately 2 ½ to 3 feet long and 1 inch diameter through the surface. After a tent is removed, Lessor fills holes with ready-mix asphalt. There will be minimal damage to the asphalt.

15: Concrete Installation of Tent Equipment. When a tent is installed on a concrete surface, stakes cannot be used. Lessor will drill holes through the concrete and screw in eye bolts. The holes are ¼" – ¾" in diameter. Guy lines from the tent are fastened to the eye bolts; upon removal of the tent, Lessor will remove the eye bolts and leave a cap/shield in the hole. Drop-in anchors are a "one-time" installation and can be re-used in future instances if the same size tent is installed in the same location.

16: Ballast Installation of Tent Equipment. Ballasted (weighted) installations are permitted only in unique instances where Lessor has determined that wind load on Equipment is significantly reduced. In the case of severe weather or threat of severe weather, ballasted installations are not permitted.

LABOR (Only When Supplied by Lessee)

17: If Lessee supplies any labor in conjunction with the installation of the Equipment, Lessee shall provide workman's compensation insurance for such labor meeting applicable state law requirements and general liability insurance in amounts reasonably required by Lessor. Lessee shall hold Lessor harmless from and against any and all claims, damages, costs and liability of any nature related to the use of such labor supplied by Lessee.

WEATHER RELATED RISKS & CONDITIONS

18: Lessee acknowledges that (i) the Equipment, when erected, is a temporary structure and does not protect individuals or personal property from severe weather, and (ii) it has received and understands this warning. Evacuation of tents is recommended when severe weather threatens the area where tents are erected. People should leave tents and not seek shelter in tents during such conditions. Lessee understands that it is the Lessee's responsibility to be aware of changing weather conditions and to exercise its best judgement with regard to evacuation of tents.

19: Lessor shall have the right, but not the obligation, to decide when, due to existing, forecast, or impending local/national security or weather conditions, including but not limited to acts of terrorism or hostile attack, named or unnamed windstorms, hurricanes, tropical storms, tropical depressions, severe weather, flood, or ground saturated conditions (each, an Adverse Condition), to institute precautionary measures, including but not limited to the dismantling and movement of its Equipment, either on or off the premises, and/or the cancellation of the contract, in order to safeguard its Equipment or reduce the risk of personal injury and property damage to the fullest extent possible. Any expenses incurred by Lessor in this regard will be deducted from Lessee's deposit, but in no event will Lessee be obligated to pay incurred Adverse Condition related expenses in excess of the amount of Lessee's original deposit. Should Lessee choose to reschedule the event within one (1) year of the original event date (subject to Lessor's availability), any deposit amount remaining will be applied to the new deposit for the rescheduled event.

CLEAN UP

20: Lessee may add decorations to tent equipment that does not damage the equipment; prior to arrival for takedown, customer must remove any items not belonging to Lessor. Lessee acknowledges that hanging colored crepe paper, signage, balloons, etc, that may come into contact with the tent and create a "color transfer" which the Lessee accepts responsibility for cleaning/replacement as necessary. Prior to the time fixed for the dismantlement and removal of the Equipment, Lessee shall remove all personal property installed or placed within the Equipment by Lessee or any other party, and upon dismantlement of the Equipment, Lessor shall have no obligation to provide protection for such personal property of Lessee or third parties which had theretofore been protected by the Equipment or to move, remove or dismantle such personal property or to dispose of any rubbish or refuse on Lessee's premises not directly attributable to the removal of the Equipment. In the event that any such personal property is not removed as required therein prior to dismantlement, and removal of the Equipment, Lessor may nonetheless enter the premises, move or remove any of such personal property at Lessee's risk and cost, and dismantle and remove the Equipment without further notice, and Lessee hereby agrees to indemnify Lessor from any cost, expense or liability arising therefrom.

21: Service does not include set up and knock down of tables and chairs, unless specified herein. On pick up where no prior arrangements have been made and equipment is not knocked down and assembled in one sheltered/covered area, tables and chairs *may* be left until the next day when a special crew can be scheduled. An additional one day rental charge and/or additional pick up charge may apply if equipment cannot be picked up at the designated day/time. If, and only if, time/staffing permits, Lessor may choose to knock down equipment and a knock down fee starting at \$75.00 will be assessed. Lessee agrees to additional charges starting at \$75.00 if equipment is not knocked down and prepared the same as delivered. *Note:* If chair carts were left along with chairs, chairs should be restacked *on carts*, as received at delivery.

22: Linens should be food and particle free. Linens that are returned with burns, wax, holes, tears, or permanently stained, and/or wet or damp with mildew, or otherwise unusable, will be invoiced at replacement cost.

LOSS, SHORTAGES, DIRTY or DAMAGED EQUIPMENT

23: Lessee agrees to pay 100% of the replacement/repair cost(s) plus any tax/shipping charges that might be incurred, plus a 25% Loss of Use for any and all damages to rented equipment regardless of cause, except reasonable wear and tear, while equipment is out of possession of Lessor. *CONTINUED on NEXT PAGE*

24: Lessee agrees to pay a reasonable cleaning charge for all equipment returned dirty; typical cleaning charges are assessed at \$35.00/hour/employee. Accrued rental charges cannot be applied against the cost of repair or replacement of damaged goods. Equipment damaged beyond repair will be paid for by Lessee at replacement cost when rented. The cost of repairs will be borne by Lessee.

CUSTOMER FEEDBACK

25: We encourage all Lessees to comment on the services provided and provide suggestions for improving it. Lessee agrees that all such comments and suggestions will be non-confidential and that Lessor owns all rights to use and incorporate them into any type, at the Lessor's discretion, of advertising including but not limited to Social Media, without payment or attribution to Lessor.

PAYMENT TERMS

26: Lessee shall pay the Contract Price, plus such additions thereto as may be agreed upon or chargeable pursuant to the terms hereof, within the period specified herein. If the balance due is not paid when due, the Lessee shall be charged a Late Payment Fee by Lessor of 2% Per Month of the amount due (24% ANNUAL PERCENTAGE RATE), or the maximum legal interest provided by state law, which fee will be added to the outstanding amount due every thirty (30) days thereafter until final payment is made. In the event that Lessee has directed that the lease changes hereunder be billed to another person or organization, and the payment is not made by such person or organization within the terms specified, Lessee shall, promptly upon receiving notice of non-payment, pay said lease charges and such additional charges as may be added to the outstanding balance pursuant to the terms hereof.

27: If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms or conditions hereof or if any execution or writ or process of law shall be issued in any action against the Lessee, whereby the Lessor's Equipment might be taken or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or his property, or if Lessee shall enter in to any agreement or compromise with creditors, or if Lessor shall deem Lessee insecure, Lessor may immediately take repossession of its Equipment without any court order or any other process of law and may enter upon any premises where said Equipment may be and remove the same with or without notice of its intention to do so, without liability therefore.

HOLD HARMLESS

28: Lessee shall fully indemnify, hold harmless and defend Lessor, its employees and agents from and against each and every claim, demand, cause of action, cost, expense (including but not limited to attorney's fees and expenses incurred in defense of Lessor), damage or loss in connection therewith, which may be asserted by Lessee, Lessee's employee or agents, subcontractors, or any third parties (including utility companies, municipal or governmental entities), on account of personal injury, death, damage, injury, destruction, loss of use of property, incidental or consequential damages, caused by, incidental to, or arising out of the erection, dismantling and removal of Equipment during the Lease Period, including but not limited to the placement of stakes and support poles in light of potential underground hazards such as underground cables, pipes, conduits, lines, etc.

WARRANTIES

29: No representation, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to the contract or the Equipment except as expressly provided herein. This contract together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modifications of this contract must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by the Lessee and the charges therefor may be made orally by the parties. In the event of any breach of this agreement by Lessor, Lessee's sole and exclusive remedy shall be the refund of the amounts paid by Lessee. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.


FORCE MAJEURE

30: Lessor will not be deemed in default of this agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any Act of God (as defined herein), accident, act of government, labor disturbances, shortages of material, supplies or utilities, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the control of Lessor.

31: Lessor's rights and remedies hereunder or by law shall be cumulative and exclusive and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to strictly enforce any provisions of this agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance of its obligation herein set forth.

AUTHORIZED SIGNATURE

32: Any person executing this agreement on behalf of a corporation or organization warrants in his individual capacity that he is acting within the scope of his authority and that said corporation or organization shall be bound thereby. I have read, understand and agree to the above terms and conditions.

Name:  Title: Pastor Date: 7 / 12 / 23

AFTER HOURS / EMERGENCY Contact Numbers
504-782-8368 (phone or text)
OR
504-780-8368 (phone or text)



Payment Address:
 Post Office Box 1627
 Hammond, LA 70404
 888-POT-O-GOLD

Equipment & Service Order

By: _____ Proposal Date: ____/____/____

197770

CUSTOMER INFORMATION

ACCOUNT # 197770
 NAME 1 RYAN GERON
 NAME 2 OUR LADY THE LAKE CHURCH
 ADDRESS 1 312 LAFITTE STREET
 ADDRESS 2 _____
 CITY MANDEVILLE
 STATE LA ZIP 70448
 PHONE 985-626-5671
 CONTACT CHERYL EMMONS X101
 FAX _____

BILLING INFORMATION

NAME 1 GERON, RYAN
 NAME 2 OUR LADY THE LAKE CHURCH
 ADDRESS 1 312 LAFITTE STREET
 ADDRESS 2 _____
 CITY MANDEVILLE
 STATE LA ZIP 70448
 PHONE 985-626-5671
 CONTACT RYAN

	BILL CYCLE	START	STOP	AMOUNT	MULTIPLIER	TOTAL
DELIVER EVENT PORT TOILET	ON CALL	11/09/2023		\$0.00	4.00	\$0.00
EVENT PORT TOILET LEASE	ON CALL	11/09/2023		\$10.00	4.00	\$40.00
EVENT TOILET - DEL / PU	ON CALL	11/13/2023		\$115.00	4.00	\$460.00
						\$500.00

PREFERRED METHOD OF PAYMENT
 (CHOOSE ONE OF THE FOLLOWING)

- Credit / Debit Card** Name on Card: _____ Credit Card Type: _____
 Card No.: _____ Exp. Date: _____ 3 Digit Code on Back of Card: _____
- Checking Account** (attach VOIDED check)
 Name on Bank Account: _____
 Bank: _____ Routing #: _____ Account #: _____

By choosing payment by card or account, Customer authorizes Pot-O-Gold to charge any amounts including sales taxes now due or hereinafter imposed, owed by Customer under this Agreement. In the event of an erroneous charge, Customer authorizes Pot-O-Gold to credit Customer's account the amount of the charge. This authorization shall remain in full force and effect until Customer notifies Pot-O-Gold in writing and in such time as to afford Pot-O-Gold a reasonable opportunity to act.

PERSONAL GUARANTY
 (REQUIRED FOR ALL COMPANY ACCOUNTS)

The undersigned unconditionally and irrevocably guarantees payment of all sums due from Customer hereunder, hereby waiving any modification, amendment or extension and notice of default, and agrees to the terms of this Agreement insofar as they apply to the undersigned as guarantor.

X _____, an Individual
 Personal Guarantor's Signature (no title allowed) Full Legal Name Social Security # Date
 Phone Number Home Address (no post office boxes) City State Zip Code

AGREEMENT ACCEPTANCE

The undersigned agrees that he or she has read and understands all the terms and conditions of this two page Agreement, including its arbitration provision, and agrees that they are satisfactory and accepted and that he or she is fully empowered to sign this Agreement on behalf of Customer.

X _____
 Customer Signature Title (if applicable) Full Legal Name Date
 Pastor Douglas M. Busch 7/12/23

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 Richards Collection Realty, Inc.
Name of Authorized Representative Thomas Richards Non-Profit/Tax-Exempt # _____
Mailing Address 1200 W Causeway Approach Suite 22
City Mandeville State La Zip 70471
Applicant Phone # _____ Alt. Phone # _____
E-Mail trichards@therichardscollection.com/ccoe@therichardscollection.com Application Fee Paid? _____ YES X NO

Name of Event: Winterland
Date(s) of Event: Day 11-24-23 thru 12-31-23 Date / / Time 9am-9pm Rain Dates(s) N/A
Event Location: 1200 W Causeway Approach Suite 22 Mandeville La 70471
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Holiday Celebration Estimated Attendance 500

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 checked="" 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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

14	Do you plan to provide portable toilets? * See Guidelines*	<input 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: _____

Printed Name: Thomas Richards

Organization Represented: Richards Collection Realty, LLC

Office Held Owner

Date 6/23/2023

Please email completed application to acasborne@cityofmandeville.com.

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

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

* Fee received Date _____

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

*own property - letter on file

Approved:

L. C. Madden

Mayor Clay Madden

7-31-23

Date

City Council Approval

Alcohol Permit:

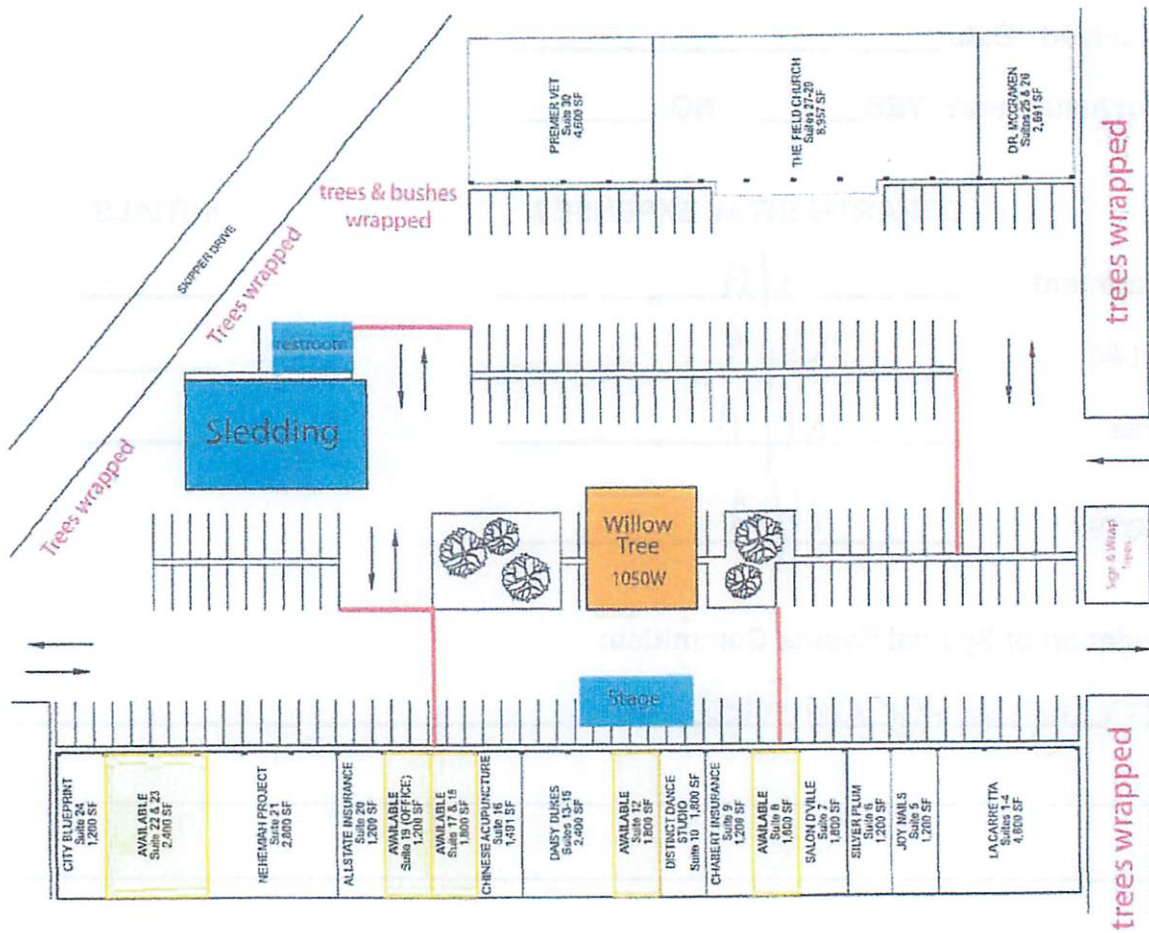
_____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No

Date Approved: _____



SITE PLAN
 1200 W Causeway Approach, Mandeville, LA 70471



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For more information contact: Kristen Early CCIM | 504-620-0352 | kearly@srsa-realestate.com

City of Mandeville
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LA 70448



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

Mayor Clay Madden

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Old Mandeville Business Association
 Name of Authorized Representative Shane Mutter, President Non-Profit/Tax-Exempt # _____
 Mailing Address _____
 City Mandeville State LA Zip 70448
 Applicant Phone # _____ Alt. Phone # _____
 E-Mail Events@haggerty.media Application Fee Paid? YES NO

Name of Event: Rockin The Lake
 Date(s) of Event: Day Saturday Date 10 / 21 / 2023 Time 2-9pm Rain Dates(s) 10/22/2033
 Event Location: Mandeville Lakefront (refer to map)

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
 Description/Purpose of Event Music and Arts Festival along Lakefront Estimated Attendance 2000

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? <u>To block off for Food Trucks</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
5	Are you requesting that Police be present during the event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting		
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, <u>stages</u> , fencing or other structures?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: _____

Printed Name: Shane C. Mutter

Organization Represented: Old Mandeville Business Association

Office Held President

Date 7/13/2023

Please email completed application to acasborne@cityofmandeville.com.

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

SPECIAL EVENTS DEPARTMENT USE ONLY

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

Fee received Date 7/13/23

Certificate of Insurance? YES _____ NO _____ Will provide updated

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>TBD</u>	_____
Fire District #4	<u>ATF TBD</u>	_____
Public Works	<u>N/A</u>	_____
TOTAL COSTS	_____	

Recommendation of Special Events Committee:

OMBA to provide 2 Dumpsters
- Police & Fire TBD per discussion with OMBA

Approved:

Clay Madden
Mayor Clay Madden

7-31-23
Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No

Date Approved: _____



- 
Mini Stage with Band
- 
Art Vendors
- 
Stage
- 
VIP Tent with OMBA Vendors
- 
Portable Restrooms
 (parking bays, not grass)
- 
Food Trucks

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: Old Mandeville Business Association
 2. Legal name(s): Individual, Partners, or Corporation old Mandeville Business Association
 3. Apply for: Class "A" ___ Class "B" ___ / High Content ___ Low Content ___ / Restaurant ___
 4. Business location address 137 Girod Street Mandeville, LA 70448
 Telephone (985) 966-3736
 5. Mailing address PO. Box 51, Mandeville, LA 70470
 6. Contact Person Shane Mutter
 Phone Number (985) 966-3736 E-Mail Address: info@oldmandevillebusiness.org
 Fax Number (___) _____ Web Address oldmandevillebusiness.org

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	Name	Title	SSN	% Owned
	Resident Address	City/State/Zip	Home Phone Number	
B <th>Name</th> <th>Title</th> <th>SSN</th> <th>% Owned</th>	Name	Title	SSN	% Owned
	Resident Address	City/State/Zip	Home Phone Number	
C <th>Name</th> <th>Title</th> <th>SSN</th> <th>% Owned</th>	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? If yes, list.
Shane Mutter 138 Lafitte St Mandeville, LA

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location? **Other Events Including: Girod Street Stroll Multiple Locations throughout**
YES If yes: Name Sips of The Season Location: Mandeville
 11. Has applicant applied for state liquor license? YES
 12. Has the applicant ever been denied a state or local liquor license? NO
 12. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
 13. Is applicant the owner of the premises to be occupied? NO If no, does applicant hold a bona fide written lease? YES (Supply copy of lease with application.)
 14. If premises leased, give name and address of lesser. CITY OF MANDEVILLE
 15. Describe the part of the building to be occupied by business: MANDEVILLE LAKEFRONT
 16. Open date for this location _____
 17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
NON PROFIT ORGANIZATION FOR MANDEVILLE BUSINESSES HOSTING EVENTS

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 [Signature] Title: President
 Signature of Preparer _____ Date 7/17/2023

SECTION 00625
Certificate of Substantial Completion

Project: 2022 Roadway Maintenance Contract

Owner: City of Mandeville

Owner's Contract No.: 700.22.003

Contractor: Creek Construction, LLC

Engineer's Project No.: 576-2003.01

This definitive Certificate of Substantial Completion applies to:

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

Task Order 3

July 27, 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:

Contractor's Amended Responsibilities:

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

Punch List

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. 730 Rue Marseille – Repair leaking catch basin
2. 337 West Street – Raise drain grate
3. Carondelet Street & Atalin Street – Add asphalt at edge of concrete

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

RESOLUTION NO. 23-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR THE HARBOR FIELD UPGRADES CONTRACT, PROJECT NO. 100.21.002, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER BSD CONSTRUCTION, LLC AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City of Mandeville advertised for bids for the Harbor Field Upgrades Contract, Project No. 100.21.002. The project consists of upgrades to the Harbor Baseball Field including fencing, lighting, dugouts, bleachers, concessions, restrooms, and landscaping; and

WHEREAS the City received three (3) bids for the Harbor Field Upgrades Contract, Project No. 100.21.002. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS KVS Architecture., as the design professional, has reviewed the bid on the above referenced project. The low bidder was BSD Construction. (La. Lic. #39998). Based upon the Revised Statutes that the City operates under, KVS Architecture recommends awarding the contract to BSD Construction; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ____th day of August 2023 acting pursuant to the recommendation of KVS Architecture, that the base bid in the amount of \$1,375,000.00 be accepted from BSD Construction.

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and BSD Construction, attached hereto and made a part of this resolution hereto.

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

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

and the Resolution was declared adopted this ____the day of August 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



235 Girod Street, Mandeville, Louisiana
985.674.3077 www.kvsarchitecture.com

July 28, 2023

Mayor Clay Madden
City of Mandeville
cmadden@cityofmandeville.com
985-624-3139

Harbor Field Upgrades – Recommendation to Accept Low Bid

Dear Mayor Madden,

We received bids for this project on July 19th, 2023 at 11am and the apparent low bidder is BSD Construction of Mandeville, with the base bid in the amount of \$1,375,000. In our analysis of the low bidders Schedule of Values, our Cost Estimate for the project, and discussion with the other bidders on the project, there is no probability that we could get a lower construction price without eliminating certain aspects of the project.

In our professional opinion, we recommend acceptance of the low bid from BSD Construction in the amount of \$1,375,000.

Let us know if you would like to discuss this further, or if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'KVS' or similar initials, followed by a horizontal flourish.

K. Vaughan Sollberger, Jr., Architect
kvs@kvsarchitecture.com

City of Mandeville

TITLE:	HARBOR FIELD UPGRADES
Mandeville Project No.	100.21.002
Design Professional Project No.	20040
Engineer's Probable Cost:	\$1,010,800.00

BID TABULATION

BID OPENING DATE	7/19/23	TIME	11:00 am
------------------	---------	------	----------

Bid Number	Bidder	LICENSE NO.	Total Base Bid Price	Bid Security (Y/N)	Acknowledge Addendum (Y/N)	Signing Authority (Y/N)
1	BRUNT CONSTRUCTION, INC.	6328	\$1,609,000.00	Y	Y	Y
2	BSD CONSTRUCTION	39998	\$1,375,000.00	Y	Y	Y
3	SIEVERDING CONSTRUCTION	43074	\$1,718,225.00	Y	Y	Y
4						
5						
6						
7						
8						
9						
10						



RuthAnn Chadwick, Purchasing Agent
Digitally signed by RuthAnn Chadwick, Purchasing Agent
 Date: 2023.07.27 09:54:23 -0500

Addenda #

3

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER ZUCKERMAN
AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____
RESOLUTION NO 23-30**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A CAPITAL OUTLAY GRANT AWARD
IN THE AMOUNT OF \$2,000,000.00 FROM THE STATE OF LOUISIANA FOR THE CITY
OF MANDEVILLE, POLICE DEPARTMENT BUILDING, PLANNING AND CONSTRUCTION
AND EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT TO COMPLETE THE
PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Capital Outlay Act of the State of Louisiana sets out appropriations for projects as provided in the Capital Outlay Budget and approved by the Louisiana State Legislature (Act #465 of the 2023 Regular Session – Capital Outlay Appropriations); and,

WHEREAS, the Omnibus Bond Act of the Louisiana Legislature provides for the issuance of General Obligation Bonds by the State Bond Commission for certain projects contained in the Act as approved by the Louisiana State Legislature; and

WHEREAS, the State has also appropriated State General Fund (Direct) monies and/or other sources of cash for selected projects, or authorized non-cash lines of credit for selected projects, under this program; and,

WHEREAS, City of Mandeville submitted a request to the Capital Outlay Program for funding to plan and construct the City of Mandeville Police Department Building; and,

WHEREAS, the City received notice of funding approval under the Capital Outlay Program on July 12, 2023; and,

WHEREAS, the Capital Outlay Program requires that local agencies accepting funding provide a minimum of 25% in local matching funds and other costs as specified in the award agreement.

NOW THEREFORE BE IT RESOLVED that the City of Mandeville Council, does hereby authorize acceptance of funding for the City of Mandeville, Police Department Building, Planning and Construction Project as approved by the Capital Outlay Program including the following: General Fund (Direct) Non-Recurring Fund – Two Million Dollars (\$2,000,000.00), including the provision by City of Mandeville of local costs identified as Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Seven Dollars (\$666,667.00) in local matching funds; Seventy-Five Thousand Dollars (\$75,000.00) in Facility Planning and Control Administrative Costs; and other costs as required to complete the project. The total estimated cost to start this project is Two Million, Seven Hundred Forty-One Thousand, Six Hundred Sixty-Seven Dollars (\$2,741,667.00).

BE IT FURTHER RESOLVED, the City of Mandeville Council does hereby authorize the Mayor of City of Mandeville to sign and execute the required cooperative endeavor agreement and any amendments thereof, and all of the necessary reports, requirements, assurances, contracts and any other documents.

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

YEAS:

NAYS:

ABSENT:

The Resolution was declared adopted on the _____ day of _____, 20____.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

July 27, 2023

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

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

Dear Mayor Madden:

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

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

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

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

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

Please forward the requested documents to:

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

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

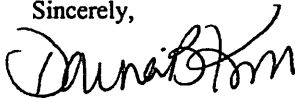
The **Non-State Entity Capital Outlay Administrative Guidelines** are available online on the FPC website at <https://www.doa.la.gov/doa/fpc/project-administration-non-state/>. You will need this guide as a reference during the CEA development process, as well as throughout the term of the project. The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

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

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

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

Sincerely,



Daina Krill
Administrative Director

DK:ck

Enclosures

c: Jordyn Major, CapitalOutlay@la.gov, via email w/attachments
Rene Becnel, via email w/attachments



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF MANDEVILLE
Police Department Building, Planning and Construction
(St. Tammany)
FP&C Project No. 50-MH8-23-01**

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

ARTICLE I

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

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

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

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

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

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

**ARTICLE II
PURPOSE**

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

**ARTICLE III
SCOPE**

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

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

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

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

ARTICLE IV USE OF FUNDS

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

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

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

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

ARTICLE V ADMINISTRATIVE COSTS

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

ARTICLE VI PUBLIC BID LAWS

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

ARTICLE VII COORDINATION

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

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

ARTICLE VIII CHANGE ORDERS

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

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

ARTICLE IX **HOLD HARMLESS AND INDEMNITY**

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

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

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

ARTICLE X **DISBURSEMENT OF FUNDS**

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

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

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

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

ARTICLE XI **OWNERSHIP OF PROPERTY**

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

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

ARTICLE XII
INSURANCE

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

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE,V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

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

ARTICLE XIV
TERM

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

ARTICLE XV
TERMINATION

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

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

ARTICLE XVI
AVAILABILITY OF FUNDS

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

ARTICLE XVII
ASSIGNMENT

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

ARTICLE XVIII
AUDIT

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

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

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

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

ARTICLE XIX
REQUIRED MATCH

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

ARTICLE XX
AMENDMENT OF AGREEMENT

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

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

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

ARTICLE XXII
PROJECT CLOSEOUT

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

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

THUS DONE AND SIGNED, this _____ day of _____, 2023,
at _____, Louisiana.

WITNESSES:

STATE OF LOUISIANA

FP&C Witness #1 Sign Here

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

FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this _____ day of _____, 2023,
at _____, Louisiana.

WITNESSES:

CITY OF MANDEVILLE

Entity Witness #1 Signature

BY: _____
L. CLAY MADDEN
MAYOR

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

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

ORDINANCE NO. 23-32

**AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AMEND ORDINANCE NUMBER 22-17, THE CAPITAL BUDGET OF THE CITY OF
MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Article B, Financial Procedures of the Home Rule Charter provides that amendments to the adopted budget be made by ordinance; and,

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 2022-2023, Ordinance Number 22-17, is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2022-2023 City of Mandeville Capital Budget; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2022-2023, Ordinance Number 22-17, is hereby amended to include the budget amendments as set forth on the attached Exhibit A - Revised, incorporated as a part hereof, and be adopted for the 2022-2023 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2022-2023 Capital Budget adopted shall remain in full force and effect.

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

AYES: 0
NAYS:0
ABSTENTIONS:0
ABSENT:0

and the Ordinance was declared adopted this ____th day of August, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

**Budget Amendment #8
Ordinance #23-32**

Current Budget Proposed Change Revised Budget

General Fund

Expenditures

10100-88000

Capital Outlay

2,933,913.00

**400,000.00
400,000.00**

3,333,913.00

Harbor Field low bid higher than previously budgeted.