

**NOTICE OF PUBLIC HEARING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, SEPTEMBER 14, 2023, at 6:00PM
MANDEVILLE CITY HALL
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE**

PUBLIC HEARING & DISCUSSION

1.Ordinance No. 23-29; AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2023 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(C) OF THE LOUISIANA CONSTITUTION AND R.S. 47:1705(B) (Councilman Danielson, At-Large)

2.Ordinance No. 23-30; AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2023 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(C) OF THE LOUISIANA CONSTITUTION AND R.S. 47:1705(B) (Councilman Danielson, At-Large)

These two ordinances, if approved, will result in property taxes remaining at 8.86 mills, well below the taxable amounts previously authorized by voters. This hearing will be held to comply with the LLA requirements

PUBLIC COMMENT:

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: September 6, 2023, 1:00 pm

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

**NOTICE OF PUBLIC MEETING
MANDEVILLE CITY COUNCIL
MEETING AGENDA
THURSDAY, SEPTEMBER 14, 2023, at 6:30PM
MANDEVILLE CITY HALL
3101 E. CAUSEWAY APPROACH
MANDEVILLE, LOUISIANA 70448**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE**

MINUTES:

1. Adoption of the August 21, 2023 Budget Meeting Minutes
2. Adoption of the August 24, 2023, Regular Meeting Minutes
3. Adoption of the September 5, 2023, Sucette Meeting Minutes

REPORTS & ANNOUNCEMENTS:

OLD BUSINESS:

1. Adoption of Ordinance No. 23-29; AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2023 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(C) OF THE LOUISIANA CONSTITUTION AND R.S. 47:1705(B) (Councilman Danielson, At-Large)

2. Adoption of Ordinance No. 23-30; AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2023 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(C) OF THE LOUISIANA CONSTITUTION AND R.S. 47:1705(B) (Councilman Danielson, At-Large)

3. Adoption of Ordinance No. 23-33; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING THE PERSONNEL POLICIES RULE 1.0, SECTION 1.02 (C) AND ADOPTING RULE 1.0, SECTION 1.05 FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)

NEW BUSINESS:

1. Presentation of the revised design of the Mandeville Lakefront Restoration Project per the requirement outlined in Ordinance 23-26 that "Projects greater than \$1 million dollars, are subject to approval of location, character, and review by the Planning Commission and final approval by the Council. Approval must be obtained before the project is bid with a recommendation to the Council by the Planning Commission."

2. Approval of the special event and liquor permit for the Ozone Music Festival – Ozone Songwriter Festival, Saturday, November 4 – Sunday, November 5, 2023; 2:00 p.m. – 6:00 p.m. To be located at the Mandeville Trailhead. Contingent upon approval of ATC alcohol permit, MPD event detail, and CEA with the City. (Councilwoman McGuire, District III)

3. Approval of the special event for the Mandeville Fraternal Order of Police – Zombie Crawl, Saturday, October 14, 2023 – 4:00 p.m. – 8:00 p.m with a rain date of: Sunday, October 15, 2023. To be located at Old Mandeville Route (See Map). Contingent upon approval of MPD event detail & payment (Councilwoman McGuire, District III)

4. Approval of the special event for the Fountainbleau High School – Homecoming Parade, Wednesday, October 18, 2023 6:00 p.m. with a rain date of: Thursday, October 19, 2023. To be located at the Mandeville Lakefront to Treen Center (See Map). Requesting Police Detail for Street Closure (10 Officers) and Contingent upon MPD Approval of map & detail payment (Councilwoman McGuire, District III)
5. Approval of the special event and liquor permit for the Mande Milkshakers-Walk A Mile, Sunday, October 29, 2023; 4:00 pm – 8:00 pm. To be located at the Mandeville Lakefront & Trailhead (See Map). Requesting St. Tammany Parish Sheriff event detail (6 Post-Certified Officers required) and Contingent upon approval of ATC alcohol permit and STPSO event detail (Councilwoman McGuire, District III)
6. Approval of the special event and liquor permit for the Merry Mande Holiday Tea, Sunday, December 10, 2023; 2:00 pm – 5:00 pm. To be located at the Mandeville Trailhead. Contingent upon approval of the ATC alcohol permit (Councilwoman McGuire, District III)
7. Approval of the special event and liquor permit for the Kings Day Parade & Festival, Saturday, January 6, 2024; 2:00 pm – 6:00 pm with a rain date of Sunday, January 7, 2023. To be located at the Mandeville Lakefront & Trailhead (See Map). Contingent upon approval of the ATC alcohol permit, approval of MPD event detail, and approval of CEA with the city. (Councilwoman McGuire, District III)
8. Approval of the Change Order #1 for the Hurricane Ida NRCS Drainage Canal Cleaning in the increased amount of \$37,656.00 (Councilman Zuckerman, At-Large)
9. Approval of the Substantial Completion of the Hurricane Ida NRCS Drainage Canal Cleaning as of August 16, 2023 for a final contract amount of \$666,902.00 (Councilman Zuckerman, At-Large)
10. Approval of the Change Order #2 for the Neighborhoods Deck Replacement in the increased amount of \$30,364.56 (Councilwoman Bush, District I)
11. Approval of the Substantial Completion of the Neighborhoods Deck Replacement as of August 9, 2023 for a final contract amount of \$305,090.48 (Councilwoman Bush, District I)
12. Adoption of Resolution No. 23-30; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC FOR THE LIFT STATION 4 UPGRADE AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)
13. Adoption of Resolution No. 23-31; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND KYLE ASSOCIATES, LLC FOR THE HWY 22 DRAINAGE PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)
14. Adoption of Resolution No. 23-32; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE AND NEEL SCHAFFER, LLC FOR THE HWY 190 MEDIAN PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Zuckerman, At-Large)
15. Adoption of Resolution No. 23-33; A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF MANDEVILLE MAYOR TO EXECUTE AND SUBMIT TO THE GOVERNOR’S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) AN “EXPEDITED

TEMPORARY HOUSING ASSISTANCE WAIVER OF LAND USE/PERMITTING FORM” IN ACCORDANCE WITH LA. R.S. 29:726(F)(3)(b)(iii)(aa) (Councilman Zuckerman, At-Large)

PUBLIC COMMENT:

PROJECTS IN PROGRESS REPORT:

CALL FOR EXECUTIVE SESSION:

The Mandeville City Council is calling an Executive session under LA. R.S. 42:16 and LA. RS 42:17A(2) to discuss the following case:

Hilda Roberta Maestri Landry, et al. v. The City of Mandeville, 2003-15772 (22nd JDC, Parish of St. Tammany)

Lisa Marie Kirk v. The Mandeville Historic Preservation District Commission, et al., 2023-11984 (22nd JDC, Parish of St. Tammany)

This session is to discuss the above referenced litigation and items that are confidential under La. R. S. 44:4.1(C) and communications with counsel in the rendition of professional legal services that are privileged under the Louisiana Code of Evidence, Art. 506(B).

ADJOURNMENT

Kristine Scherer
Council Clerk
City of Mandeville-3101 E. Causeway Approach-Mandeville, LA 70448
(985) 624-3145

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DATE OF NOTICE: September 7, 2023, 1:00 pm

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

THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER ____ AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

ORDINANCE NO. 23-29

AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2023 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(C) OF THE LOUISIANA CONSTITUTION AND R.S. 47:1705(B)

SECTION 1. That a special tax of 6.48 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all of said property for the year 2023 for the purpose of paying general maintenance and operations of the City of Mandeville (**Tracking No. 5050001**).

SECTION 2. That a special tax of 1.00 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2023 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050002**).

SECTION 3. That a special tax of 0.99 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all property for the year 2023 for the purpose of providing additional funds for operating and maintaining the Police Department (**Tracking No. 5050008**).

SECTION 4. That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2023 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

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

and the Resolution was declared adopted this ____th day of September, 2023

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

THE FOLLOWING ORDINANCE WAS INTRODUCED BY COUNCIL MEMBER _____ AND SECONDED UPON INTRODUCTION BY COUNCIL MEMBER _____

ORDINANCE NO. 23-30

AN ORDINANCE OF THE CITY OF MANDEVILLE LEVYING AND IMPOSING TAXES ON PROPERTY SUBJECT TO TAXATION IN THE CITY OF MANDEVILLE, STATE OF LOUISIANA, FOR THE YEAR 2023 IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE VII, SECTION 23(C) OF THE LOUISIANA CONSTITUTION AND R.S. 47:1705(B)

SECTION 1. The taxing district is requesting, to increase the adjusted maximum millage rate of 6.48 to 6.87, but not in excess of the prior year's maximum rate(s), on all taxable property shown on the official assessment roll for the year 2023, and when collected, the revenues from said taxes shall be used only for the specific purposes for which said taxes have been levied.

SECTION 2. That a special tax of 6.87 mills on the dollar of the assessed valuation of all taxable property in the City be and the same is hereby levied, assessed and imposed on all of said property for the year 2023 for the purpose of paying general maintenance and operations of the City of Mandeville (**Tracking No. 5050001**).

SECTION 3. That the Tax Collector of the City of Mandeville, State of Louisiana, be and he is hereby empowered, authorized and directed to spread said taxes, as herein set forth, upon the assessment roll of said City of Mandeville, for the year 2023 and to make the collection of the taxes imposed on his behalf for said City according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

SECTION 4: The estimated amount of tax revenues to be collected in the next years from the increased general alimony millage is \$2,075,435.23 and the amount of increased taxes attributable to the general alimony millage increase is \$1,528,206.02

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 September, 2023

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

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

ORDINANCE NO. 23-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AMENDING THE PERSONNEL POLICIES RULE 1.0, SECTION 1.02 (C) AND ADOPTING RULE 1.0, SECTION 1.05 FOR THE MUNICIPAL EMPLOYEES' CIVIL SERVICE SYSTEM, AND ITS EMPLOYEE RULES AND REGULATIONS AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

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

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

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

WHEREAS the City of Mandeville's Municipal Employees' Civil Service Board recommends approval of the Governmental Ethics policy; and

NOW, THEREFORE BE IT ORDAINED that the following sections be updated under Rule 1.0. Merit Principles to amend Section 1.02(C) and adopt Section 1.05 of the Personnel Policies of the Municipal Employees Civil Service System to read as follows:

Section 1.02(C)

Employees shall be trained as necessary to ensure high quality performance. ~~They shall participate in a comprehensive training program regarding the Louisiana Code of Ethics and the Municipal Employees' Civil Service Manual. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct required by the Louisiana Code of Ethics and the Municipal Employees' Civil Service manual. This training shall amplify what city personnel can or cannot do in complying with the Louisiana Code of Ethics and the City of Mandeville Personnel Policies. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper official of such conflicts. Persons in the classified service of the City of Mandeville shall be required to participate in at least one (1) hours of training per calendar year. These hours shall be certified to the Human Resources Director and be a part of the employee's personnel record.~~

Section 1.05 GOVERNMENTAL ETHICS

The Louisiana Code of Governmental Ethics exists to ensure:

1. The public confidence in the integrity of government
2. The independence and impartiality of elected officials and public employees
3. That governmental decisions and policy are made in the proper channel of the government structure
4. That public office and employment are not used for private gain

To that end, Louisiana Revised Statute 42:1170 requires all public employees to complete one hour of training on the Code of Governmental Ethics each calendar year and submit documentation to the Human Resources Department. In addition, each City of Mandeville official and board/commission member must complete the required Ethics training each calendar year. Information on the prohibitions as defined by Louisiana Revised Statute 42:1111-1121, the Summary of the Ethics Code, contact information and other training information can be found on the City of Mandeville's website:

www.cityofmandeville.com/hr/page/employee-resources.

Supervisors shall monitor their employees for compliance with the Louisiana Code of Governmental Ethics. Employees found engaging or participating in any of the prohibited activities as defined in Louisiana Revised Statute 42:1111-1121 will be subject to disciplinary action up to and including termination and the pursuit of charges.

Possible ethics violations shall be reported to the Ethics Board by the Agency head (R.S. 42:1161A). Employees are encouraged to report possible ethics violations to the Human Resources Director, Agency head, Ethics designee or directly to the Louisiana Board of Ethics. Their contact information is linked on the City's website: www.cityofmandeville.com/hr/page/employee-resources

Penalties that may be imposed upon a finding of a violation of the laws under the Ethics Board's jurisdiction include, but are not limited to:

1. Censure
2. Monetary fine(s), penalties, and late fees
3. Removal, suspension, reduction in pay, or demotion
4. Imposition of restrictions
5. Recession of contracts, permits, and licenses
6. Forfeiture of any gifts or payments
7. Objection of candidacy

The agency head shall maintain documentation of training and shall notify all employees and officials of any changes to this policy.

BE IT FURTHER ORDAINED that the City Council of the City of Mandeville hereby adopts and amends the provisions of this ordinance upon signature of the Mayor.

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

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

AYES:

NAY:

ABSTENTIONS:

ABSENT:

and the ordinance was declared adopted this ____ Day of _____, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

SUBMITTAL TO MAYOR

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

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this ____ day of _____, 2023 at ____ o'clock __.m.

CLAY MADDEN, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this ____ day of _____, 2023, at ____ o'clock __.m.

CLAY MADDEN, MAYOR
RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this ____ day of _____, 2023 at ____ o'clock __.m.

Ethics Policy Revision

CURRENT with edits (page I-2):

Section 1.02 MERIT PRINCIPLES The objectives shall be pursued in accordance with the following merit principles:

A. Recruitment, selection and advancement of employees shall be on the basis of their ability, knowledge and skills and shall include open consideration of qualified applicants for initial appointments.

B. Employees shall be compensated equitably and adequately for work performed.

C. Employees shall be trained as necessary to ensure high quality performance.

They shall participate in a comprehensive training program regarding the Louisiana Code of Ethics and the Municipal Employees' Civil Service Manual. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct required by the Louisiana Code of Ethics and the Municipal Employees' Civil Service manual. This training shall amplify what city personnel can or cannot do in complying with the Louisiana Code of Ethics and the City of Mandeville Personnel Policies. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper official of such conflicts. Persons in the classified service of the City of Mandeville shall be required to participate in at least one (1) hours of training per calendar year. These hours shall be certified to the Human Resources Director and be a part of the employee's personnel record.

D. Employees shall be retained on the basis of the adequacy of their performance, corrected when that performance is inadequate and separated when performance cannot be corrected.

E. Applicants and employees shall be treated fairly in all aspects of personnel administration, and with proper regard for their privacy and constitutional rights as citizens.

PROPOSED REPLACEMENT FOR REMOVED PARAGRAPH ABOVE

Section 1.05 GOVERNMENTAL ETHICS The Louisiana Code of Governmental Ethics exists to ensure:

1. The public confidence in the integrity of government
2. The independence and impartiality of elected officials and public employees
3. That governmental decisions and policy are made in the proper channel of the government structure
4. That public office and employment are not used for private gain

To that end, Louisiana Revised Statute 42:1170 requires all public employees to complete one hour of training on the Code of Governmental Ethics each calendar year and submit documentation to the Human Resources Department. In addition, each City of Mandeville official and board/commission member must complete the required Ethics training each calendar year. Information on the prohibitions as defined by Louisiana Revised Statute 42:1111-1121, the Summary of the Ethics Code, contact information and other training information can be found on the City of Mandeville's website:

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Supervisors shall monitor their employees for compliance with the Louisiana Code of Governmental Ethics. Employees found engaging or participating in any of the prohibited activities as defined in Louisiana Revised Statute 42:1111-1121 will be subject to disciplinary action up to and including termination and the pursuit of charges.

Possible ethics violations shall be reported to the Ethics Board by the Agency head (R.S. 42:1161A). Employees are encouraged to report possible ethics violations to the Human Resources Director, Agency head, Ethics designee or directly to the Louisiana Board of Ethics. Their contact information is linked on the City's website: www.cityofmandeville.com/hr/page/employee-resources

Penalties that may be imposed upon a finding of a violation of the laws under the Ethics Board's jurisdiction include, but are not limited to:

1. Censure
2. Monetary fine(s), penalties, and late fees
3. Removal, suspension, reduction in pay, or demotion
4. Imposition of restrictions
5. Recession of contracts, permits, and licenses
6. Forfeiture of any gifts or payments
7. Objection of candidacy

The agency head shall maintain documentation of training and shall notify all employees and officials of any changes to this policy.



INTEROFFICE MEMO

**TO: Kristine Scherer
Kathleen Sides**

FROM: Alia Casborné

DATE: August 31, 2023

SUBJECT: Special Events Application Recommendations

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

Ozone Music Festival – Ozone Songwriter Festival

Applicant: Randy Russell

Date/Time: Saturday, November 4 – Sunday, November 5, 2023; 2:00 p.m. – 6:00 p.m.

Rain Date: N/A

Location: Mandeville Trailhead

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit
- MPD event detail
- Approval of Cooperative Endeavor Agreement (CEA) with the City

Contingencies:

- ATC alcohol permit
- Approval of MPD event detail
- Approval of CEA

Mandeville Fraternal Order of Police – Zombie Crawl

Applicant: Shane Maricelli

Date/Time: Saturday, October 14, 2023 – 4:00 p.m. – 8:00 p.m.

Rain Date: Sunday, October 15, 2023

Location: Old Mandeville Route (See Map)

Approval Requests:

- MPD detail for Crawl and Trailhead

Contingencies:

- Approval of MPD event detail & payment

Fountainbleau High School – Homecoming Parade

Applicant: Nathan Corley

Date/Time: Wednesday, October 18, 2023 6:00 p.m.

Rain Date: Thursday, October 19, 2023

Location: Mandeville Lakefront to Treen Center (See Map)

Approval Requests:

- Police Detail for Street Closure (10 Officers)

Contingencies:

- MPD Approval of map & detail payment

Mande Milkshakers

Walk A Mile

Applicant: Tina Rhinehart

Date/Time: Sunday, October 29, 2023; 4:00 pm – 8:00 pm

Rain Date: N/A

Location: Mandeville Lakefront & Trailhead (See Map)

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit
- St. Tammany Parish Sheriff event detail (6 Post-Certified Officers required)

Contingencies:

- ATC alcohol permit
- Approval of STPSO event detail

Merry Mande Holiday Tea

Applicant: Tina Rhinehart

Date/Time: Sunday, December 17, 2023; 2:00 pm – 5:00 pm

Rain Date: N/A

Location: Mandeville Trailhead

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit

Contingencies:

- ATC alcohol permit

Kings Day Parade & Festival

Applicant: Tina Rhinehart

Date/Time: Saturday, January 6, 2024; 2:00 pm – 6:00 pm

Rain Date: Sunday, January 7, 2023

Location: Mandeville Lakefront & Trailhead (See Map)

Approval Requests:

- City Permit requested to apply for ATC Special Events Liquor Permit
- MPD detail for Parade & Trailhead
- Approval Cooperative Endeavor Agreement (CEA) with the City

Contingencies:

- ATC alcohol permit
- Approval of MPD event detail
- Approval of CEA

Attachments

City of Mandeville
3090 E. Causeway Approach
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 Mandeville FOP Lodge 42
Name of Authorized Representative Shane Maricelli Non-Profit/Tax-Exempt # _____
Mailing Address _____
City Mandeville State LA Zip 70437
Applicant Phone # 985-264-7221 Alt. Phone # 985-969-8991
E-Mail Shane7221@yahoo.com Application Fee Paid? YES NO

Name of Event: Zombie Crawl #4
Date(s) of Event: Day Saturday Date 10/21/23 Time 4:00 Rain Dates(s) ~~10/21/23~~ 10/15
Event Location: Lakefront / Trailhead @ 0:00 P.M.

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

Description/Purpose of Event _____ Estimated Attendance _____

EVENT DETAILS - Check all that apply:

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

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



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

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

INSURANCE/INDEMNITY

The City of Mandeville requires a minimum \$1,000,000 liability insurance certificate with an insurer that is acceptable to the City of Mandeville, with an AA-@ or better rating, authorized to do business in the State of Louisiana, and naming the City of Mandeville as an additional insured. Please indicate if you have obtained the required liability insurance for this event. If so, is a copy included with this application? ___YES ___ NO

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

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

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

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

Signature 

Printed Name Shane Marchi

Organization Mandeville FOP

Title of Office President Date 8-11-23

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



SPECIAL EVENTS DEPARTMENT USE ONLY

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

Fee received Date N/A

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

Police Detailed to be discussed with MPA

Approved:

Clay Madden
Mayor Clay Madden

8/29/23
Date

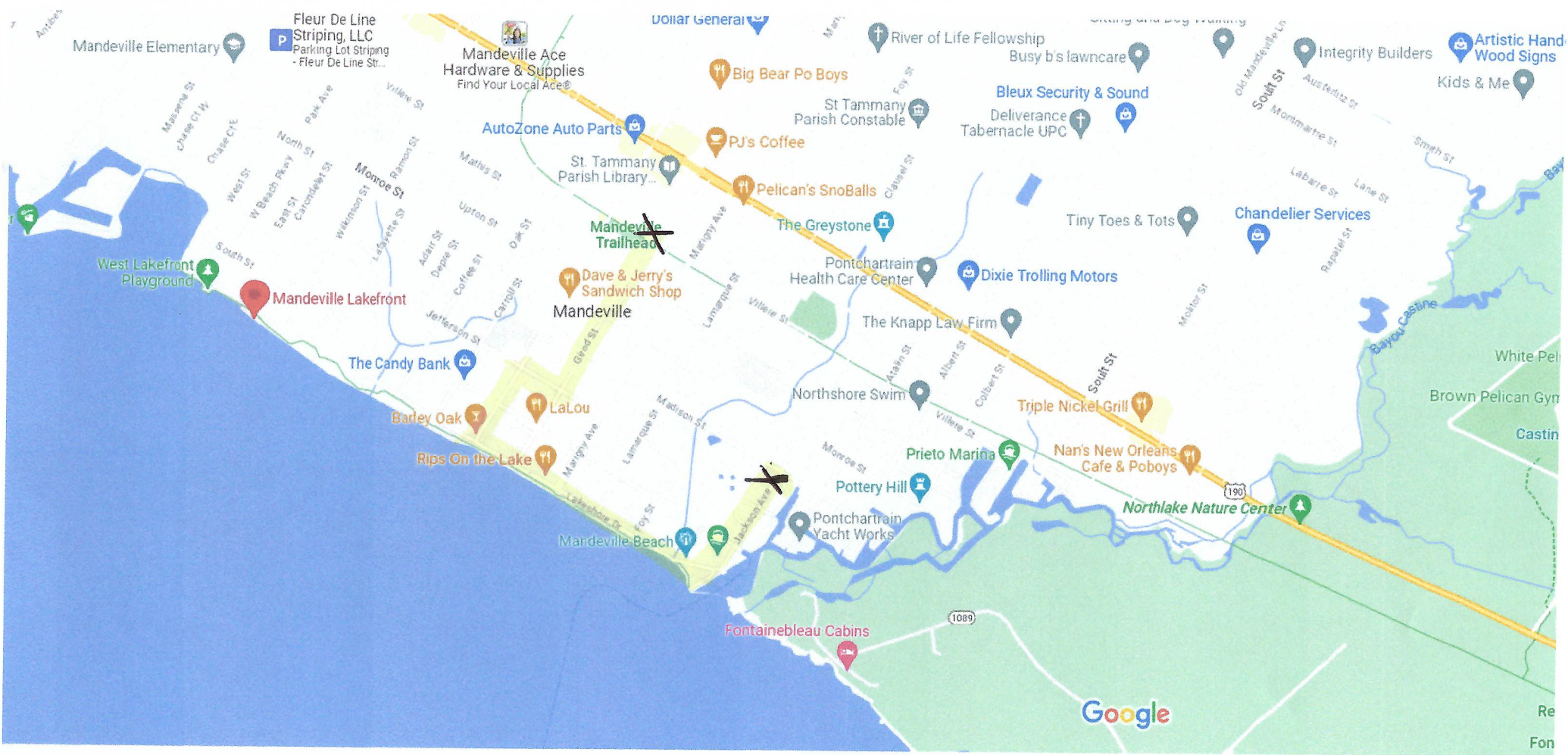
City Council Approval

Alcohol Permit:

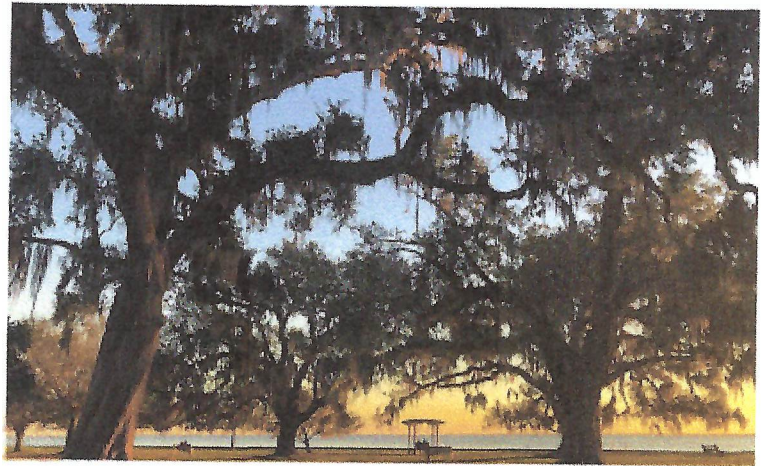
_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



- PYC to Lakeshore Drive
- Lakeshore Drive to Lafitte
- Lafitte to Jefferson
- Jefferson to Girod
- Girod to Trailhead



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



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

Mayor Donald J. Villere

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Mande Milkshakers
Name of Authorized Representative Tina Rhinehart Non-Profit/Tax-Exempt ..
Mailing Address _____
City Mandeville State La Zip 70448
Applicant Phone # _____ Alt. Phone # _____
E-Mail mandemilkshakers@gmail.com Application Fee Paid? YES NO

Name of Event: Kings Day Parade and Festival
Date(s) of Event: Day Saturday Date 1/7/23 Time 2:00 pm Rain Dates(s) 1/8/23
Event Location: _____

Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Carnival Season Estimated Attendance 300

EVENT DETAILS - Check all that apply: See attachment

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

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

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



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: Tina M. Rhinehart

Printed Name: Tina M Rhinehart

Organization Represented: Mande Milkshakers

Office Held Captain Date 9/14/22



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 on site

Certificate of Insurance? YES _____ NO _____

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>\$2000</u>	_____
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	_____

Recommendation of Special Events Committee:

10 officers
CEA for city to pay for 5 officers MM pay for 5
2 Public Works
\$40/hr
\$1000⁰⁰

Separate checks.
8/29/23
Date

Approved: [Signature]
Mayor Clay Madden

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____

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

SPECIAL EVENTS (3-DAY)

LIQUOR LICENSE APPLICATION

1. Liquor license to be issued to: Mande Mulleshakers
2. Legal name(s): Individual, Partners, or Corporation Mande Y Mulleshakers
3. Apply for: Class "A" ___ Class "B" ___ (High Content ___ Low Content ___ /Restaurant ___)
4. Business location address _____ Telephone (985) 905-3375 _____ 8
5. Mailing address _____ 8
6. Contact Person Anna Kinnear _____
 Phone Number (985) 905-3375 E-Mail Address: Mandemulleshakers@gmail.com
 Fax Number (____) _____ Web Address mandemulleshakers.com

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

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

A	Name	Title	SSN	% Owned
	<u>Tina R. Kinnear</u>	<u>Captain</u>		
	<u>700 Carondelet St</u>	<u>Mandeville, LA 70448</u>	<u>985-905-3375</u>	
	<small>Resident Address</small>	<small>City State Zip</small>	<small>Home Phone Number</small>	
B	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	
C	Name	Title	SSN	% Owned
	Resident Address	City State Zip	Home Phone Number	

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

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
NO If yes: Name _____ Location: _____

11. Has applicant applied for state liquor license? NO
12. Has the applicant ever been denied a state or local liquor license? NO
13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? NO
14. Is applicant the owner of the premises to be occupied? NO If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application.)
15. If premises leased, give name and address of lesser. Mandeville Trailhead
16. Describe the part of the building to be occupied by business: Mande venue
17. Open date for this location: January 7, 2024
17. Describe in detail your business. i.e.: Type of sales, activity, or services you perform:
Special event fundraisers for community

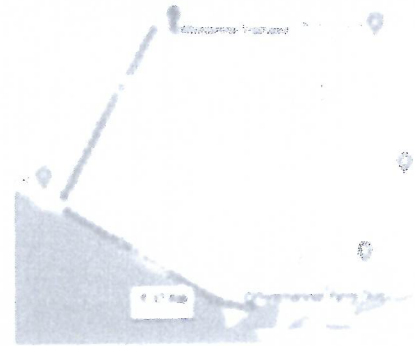
An original approved Sales Tax Clearance Certificate must be attached to the application, requested from the St. Tammany Parish Sales Tax Department (form attached).

I affirm that the information given on this application is true and correct.
 Signature of Applicant Tina Kinnear Title: Captain
 Signature of Preparer _____ Date _____

Mande Tea

Mande King's Day Parade 2023
Special Event Request

Saturday, January 7, 2023
Parade 2pm
Festival 3-6pm



The Northshore's premier marching group and women's organization, the Mande Milkshakers, continue to shake things up in St. Tammany. The polkadot posse is looking to kick off the Mardi Gras season with a walking parade celebrating Kings Day, Saturday, January 7, 2023 at 2 pm on the Mandeville Lakefront. This 6th annual event will feature the Mande Milkshakers as they debut their new parade routines alongside other dance krewes and community marching bands against the backdrop of the picturesque oak lined lake landscape.

Then come shake a tailfeather with the Mandes at the Mandeville Trailhead for a family friendly parade after party featuring Louisiana Seafood and Abita Beer as well as plenty of music and entertainment!

Parade Route:

- Parade participants will line up on the Mandeville Lakefront at the Harbor on Jackson at 1pm.
- Beginning at 2 pm, the parade will proceed westward down
- the Mandeville Lakefront from the Harbor and turn north on Girod Street.
- Once on Girod street, the parade will proceed north, ending
- at the Mandeville Trailhead around 3 pm.

Parade Participants:

- Community members are invited to participate in the Mande King's Day parade in 4 categories.
- Walkers, bike riders, groups, golf carts, and vehicles.
- The parade participants are encouraged to dress up and decorate their vehicles with Carnival flair.
- Local school bands and groups will be invited to participate to encourage community support.

Parade After Party:

- The parade participants will gather at the Mandeville Trailhead for a parade after party open to the public.
- The free event will feature music, a performance by the Mande Milkshakers, food and refreshments.
- Mande Milkshaker donors will receive a wristband for Louisiana Seafood Pastalaya and Abita Beer.
- The After Party will last from 3-6pm.

Mandeville Trailhead Rental Agreement

Alia Casborne

From: Kal Miazza
Sent: Wednesday, December 7, 2022 8:34 AM
To: Alia Casborne; Todd A. Schliem; David Greenwood
Subject: RE: Special Events Applications

Alia,

I will agree to have two officers remain at the Trailhead event until the end at 6:00 PM. The other three officers still have a four hour minimum. The price for three officers for four hours and two officers for five hours will be \$1,100 total.

Captain Kal Miazza

From: Alia Casborne <ACasborne@cityofmandeville.com>
Sent: Tuesday, December 6, 2022 5:06 PM
To: Kal Miazza <kmiazza@cityofmandeville.com>; Todd A. Schliem <tschliem@cityofmandeville.com>; David Greenwood <dgreenwood@cityofmandeville.com>
Subject: Re: Special Events Applications

Also, this parade hasn't grown from year to year, so I believe they will only have the 4 or 5 groups that have participated in the prior years.

From: Alia Casborne <ACasborne@cityofmandeville.com>
Sent: Tuesday, December 6, 2022 5:04 PM
To: Kal Miazza <kmiazza@cityofmandeville.com>; Todd A. Schliem <tschliem@cityofmandeville.com>; David Greenwood <dgreenwood@cityofmandeville.com>
Subject: Re: Special Events Applications

Kal,

I think she is requesting 1 police officer at the Trailhead since there is a very small crowd. She will only need the police detail for the parade route.

Thanks,
Alia

From: Kal Miazza <kmiazza@cityofmandeville.com>
Sent: Tuesday, December 6, 2022 4:37 PM
To: Todd A. Schliem <tschliem@cityofmandeville.com>; Alia Casborne <ACasborne@cityofmandeville.com>; David Greenwood <dgreenwood@cityofmandeville.com>
Subject: RE: Special Events Applications

Alia,

Correction on the Kings Day Parade:

After reviewing the entire event application and cover letter for a second time, I find that while the special event permit lists the time for the event as 3:00 PM to 6:00 PM (3 hours), the cover letter states that the parade line up will begin at 1:00 PM and the parade will begin at 2:00 PM and the party at the trailhead will last from 3:00 PM to 6:00 PM. If the cover letter is correct, the event will begin at 1:00 PM (line up) and last until 6:00 PM (end of party at trail head). The event will therefore last five hours not three as stated in the event application. The cost for five hours will be \$250 for each of five officers, for a total of \$1,250 not \$1,000. Also note in the cover letter that the organizer is inviting community members, walkers, bikers, groups, golf carts, vehicles, and local school bands to join in the parade. I strongly believe that five police officers are the minimum needed to work this event in a safe manner.

Captain Kal Miazza

From: Todd A. Schliem <tschliem@cityofmandeville.com>

Sent: Tuesday, December 6, 2022 1:41 PM

To: Kal Miazza <kmiazza@cityofmandeville.com>

Subject: FW: Special Events Applications



Todd A. Schliem | Chief of Police
Mandeville Police Department
1870 Highway 190, Mandeville, LA 70448
985-624-3120 Office
985-624-3125 Fax

From: Alia Casborne <ACasborne@cityofmandeville.com>

Sent: Monday, December 5, 2022 12:28 PM

To: Todd A. Schliem <tschliem@cityofmandeville.com>

Subject: Special Events Applications

Chief,

Please review the attached with Kal and let me know if the details will be the same. I think Kal determined last year to not have a police detail for the OLL event since it was their first year. He wanted to evaluate to see what they would need going forward.

Best,
Alia Casborné
Director, Cultural Development and Events
City of Mandeville
(985) 624-3147

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



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

Mayor Donald J. Villere

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Mande Milkshakers
Name of Authorized Representative Tina Rhinehart Non-Profit/Tax-Exempt # 82 1035168
Mailing Address _____
City Mandeville State La Zip 70448
Applicant Phone # _____ Alt. Phone # _____
E-Mail mandemilkshakers@gmail.com Application Fee Paid? YES NO

Name of Event: Merry Mande Holiday Tea
Date(s) of Event: Day Sunday Date 12/18/22 Time 2-5 Rain Dates(s) _____
Event Location: Mandeville Trailhead
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Community event Estimated Attendance 200

EVENT DETAILS - Check all that apply:

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

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

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



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: Tina M Rhinehart
 Printed Name: Tina M Rhinehart
 Organization Represented: Mande Milkshakers
 Office Held: Captain Date: 8/9/22

City of Mandeville
675 Lafitte Street
Mandeville, LA 70448



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

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

Permission to sell alcohol

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

Rick Richard, Chief of Police

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: 1-6 pm
2. Location of event: Mandeville Trailhead
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? YES NO
5. Are you requesting that Police be present during the event? YES NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? _____
8. Name and contact number of Event official?
Tina Rhmehart 985 705 3375

9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? 200

Please return completed form to Asst Chief Ron Ruple.

1870 Highway 190 Mandeville, Louisiana 70448 (985)-626-9711

Mande Tea

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

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

- Liquor license to be issued to: _____
- Legal name(s): Individual, Partners, or Corporation Mande Milkshakers LLC
- Apply for: Class "A" Class "B" High Content Low Content Restaurant
- Business location address _____
 Telephone (985) 705-3375
- Mailing address _____
- Contact Person Tina Rhinehart
 Phone Number (985) 705-3375 E-Mail Address: mandemilkshakers@gmail.com
 Fax Number () _____ Web Address: mandemilkshakers.com

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

- 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. Tina Rhinehart Captain
Name Title
700 Carondelet St Mandeville, La 70448 985-705-3375
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

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

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
no If yes: Name _____ Location: _____

11. Has applicant applied for state liquor license? no

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

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

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

15. If premises leased, give name and address of lesser. Mandeville Trailhead

16. Describe the part of the building to be occupied by business: entire venue

17. Open date for this location December 18, 2020

17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Tundra sing event for community

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

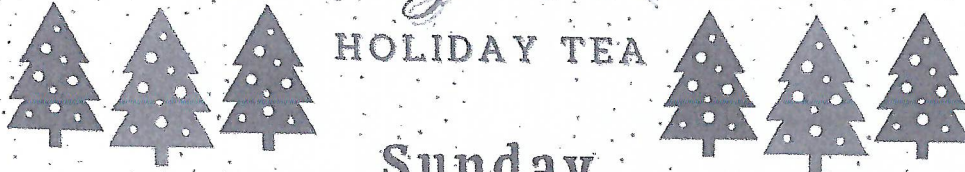
I affirm that the information given on this application is true and correct.

Signature of Applicant Tina Rhinehart Title: Captain

Signature of Preparer _____ Date _____

Merry Mandes

HOLIDAY TEA



Sunday

December 18, 2022

2-5PM



MANDEVILLE TRAILHEAD

*Santa Pics
3 Course Tea
Performances*

General Information:

- Attendees will purchase tickets for 1 of 20 6-top round tables. Tables will be set up on the grass area between the splash pad and the stage, around the large Christmas tree.
- Tables will only be available for presale ending Wednesday, December 14th.
- Mandes will serve pre displayed services for each of the 3 courses.
- Guests will receive a souvenir tea cup to use through the service and take with them.
- Guests will self-serve their tea and hot chocolate using teapots preset on the tables.

Event Timeline:

- 2pm-3pm: Guests will arrive for their appointed check in and Santa picture timeslot. This will be staggered to prevent groups from having to wait in line.
- 3pm- 3:15: Guests will be seated when a welcome and opening production will be presented by the Mandes.
- 3:15- 3:45: Guests will be served a starter course of scones and muffins to eat with the first tea service while enjoying "Mande Caroling".
- 3:45- 4:15: Guests will be served a starter course of scones and muffins to eat with the first tea service while enjoying a reading of "A Cajun Night Before Christmas".
- 4:15- 4:45: Guests will be served a starter course of scones and muffins to eat with the first tea service while enjoying a game of "Your Favorite Christmas Memory".
- 4:45- 5pm: The closing will include a finale performance by the Mandes and a Santa Second Line where guests will be asked to second line around their tables.

Lagniappe:

- Santa will be available for Santa picture appointments from 2-3pm
- Market vendors are asked to set up a holiday shop during the event to allow moms to shop during the event.

Mandeville Trailhead Rental Agreement 2:00-6:00 p.m (4 hours)

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 Ozone Music Education Foundation, Inc.
Name of Authorized Representative Randy P. Russell Non-Profit/Tax-Exempt # 82-3537465
Mailing Address P.O. Box 23, Mandeville, LA 70470
City Mandeville State LA Zip 70470
Applicant Phone # (985) 727-9042 Alt. Phone # (985) 502-0280 Susan Russell
E-Mail randy@ozonemusic.org Application Fee Paid? Yes YES ___ NO

Name of Event: Ozone Songwriter Festival
Date(s) of Event: Day Sat. & Sun. Date 11 / 4th / 23 Time 2PM - 6PM Rain Dates(s) N/A
Event Location: Mandeville Trailhead
Type of Event: New Recurring
 Fundraiser Concert Race/Run/Walk Parade Wedding
 Festival, Carnival or Market Other: _____
Description/Purpose of Event Songwriter Festival Estimated Attendance 150

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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
6	If you answered YES, to number 5, how many officers are you requesting	<u>1</u>	
7	If you are requesting Police, will they need to direct traffic?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8	Will alcohol be consumed, distributed, or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9	Will food be distributed, prepared or sold at this event?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
10	Will there be canopies or tents?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
11	Will there be vendor booths? Merchandise or product sales?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
12	Are you planning to have inflatable attractions, games or rides?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Will there be bleachers, stages, fencing or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



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.

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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: Randy P. Russell
Organization Represented: Ozone Music Education Foundation, Inc.
Office Held Board Member/Director Date June 14, 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.

N/A Fee received Date N/A

Certificate of Insurance? YES _____ NO _____

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

Recommendation of Special Events Committee:

Renew CEH to be approved by Council
with 1500 attendees the police requires 1 police
officers.

Approved:

L. Clay Madden
Mayor Clay Madden

7-11-23
Date

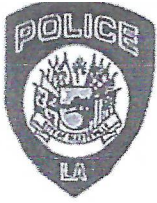
City Council Approval

Alcohol Permit:

_____ Yes _____ No Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

Rick Richard, Chief of Police

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:

- 2PM-6PM - Sat. Nov. 4, 2023
1. Beginning and end time of event: 12PM-6PM - Sun. Nov. 5, 2023
2. Location of event: Mandeville Trailhead
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? 1
8. Name and contact number of Event official?
Susan Russell (985) 502-0280 & Ricky Windhorst (985) 789-7069

\$40/hr 1 police officer.

9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? 150

Please return completed form to Asst Chief Ron Ruple.

Telephone ()

5. Mailing address P.O. Box 23, Mandeville, LA 70470

6. Contact Person Randy P. Russell

Phone Number (985) 727-9042

E-Mail Address: randy@ozonemusic.org

Fax Number (985) 727-9043

Web Address www.ozonemusic.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. Name Title SSN % Owned

Resident Address City State Zip Home Phone Number

C. Name Title SSN % Owned

Resident Address City State Zip Home Phone Number

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

Trade name Owner's name address License #

10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?

NO If yes: Name Location:

11. Has applicant applied for state liquor license? NO

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

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

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

14. If premises leased, give name and address of lesser. N/A

15. Describe the part of the building to be occupied by business: N/A

16. Open date for this location November 4, 2023 & November 5, 2023

17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
Ozone Songwriter Festival

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: Board Member/Director

Signature of Preparer [Signature] Date June 15, 2023

OZONE SONGWRITER FESTIVAL LOGISTICS

Friday, November 3, 2023 – Depot Room Setup

Setup Time: Sound Engineer delivers equipment to the Depot Room and Trailhead Stage Storage between 8:30am – 4:00pm. Setup

**Install banner on gates and backdrop of Trailhead Stage*

Saturday, November 4, 2023

1. TRAILHEAD MARKET ENTERTAINMENT

Event Time: 9:00 am – 1:00 pm Stage Setup: 7:00am

Notes: Stage/PA setup includes Mixing Console and two chairs under small Pop Up Canopy on grass/sitting area; OMEF may announce on PA information pertaining to Festival at the close of the Trailhead Market Entertainment

2. OZONE SONGWRITER FESTIVAL

3. Event Time: 2:00 pm – 5:00 pm

Time including setup & Breakdown: 7:00am – 6:00pm

Notes: Staging of 2 pop-up tents on the grassy mound before 9:00 a.m (Market open time). Can pay vendor fee and sell from tent.

Sunday, November 5, 2023

1. TRAILHEAD STAGE

Event Time: 11:00 am – 5:00 pm Stage Setup: 9:30am

2. DEPOT ROOM

3. Event Time: 11:00 am – 5:00 pm

Time including setup & Breakdown: 9:30am – 6:00pm

Monday, November 6, 2023 – Breakdown of Depot Room 10:00am-2:00pm

***Concession stand usage contingent on Mandeville Live! Concerts complete. (No rain dates after November 3 to avoid loss of chilled product).**

COOPERATIVE ENDEAVOR AGREEMENT

BY AND BETWEEN:

OZONE MUSIC EDUCATION FOUNDATION, INC.

AND

CITY OF MANDEVILLE

BE IT KNOWN AND REMEMBERED, that this agreement has been entered into and is effective as of this _____ day of _____ 2023, between the:

City of Mandeville, a municipal corporation of the State of Louisiana situated in St. Tammany Parish, Louisiana, appearing herein through its Mayor, the Honorable Clay Madden, being domiciled at 3101 East Causeway Approach, Mandeville, Louisiana 70448. (hereinafter referred to as the “City”;

And,

Ozone Music Education Foundation, Inc., a 501(c)3 tax exempt nonprofit organization, authorized to do and doing business in the State of Louisiana, represented herein by Randy P. Russell, its duly authorized Agent, pursuant to a Certificate of Good Standing annexed hereto and made a part hereof, being domiciled at 40255 Crowes Landing Road, Pearl River, LA 70452. (hereinafter referred to as the “Ozone”).

ARTICLE I

WITNESSETH:

1.1 **WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 **WHEREAS**, the City desires to cooperate with Ozone as hereinafter provided;

1.3 **WHEREAS**, Ozone’s mission is to enhance the appreciation and education of music for the people of St. Tammany Parish by providing both children and adults within the community with music education and support their endeavors in songwriting and other careers within the music industry;

1.4 **WHEREAS**, to support their mission, Ozone has organized the Fifth Annual Ozone Songwriter Festival on November 4th and 5th, 2023;

1.5 **WHEREAS**, the City owns and operates the Mandeville Trailhead Depot at 675 Lafitte Street, Mandeville, Louisiana, 70448;

1.6 **WHEREAS**, Ozone desires to use the Mandeville Trailhead Depot for the purpose of conducting the Fourth Annual Ozone Songwriter Festival;

1.7 **WHEREAS**, the programs and services provided by Ozone benefit the community through cultural arts; which serves a public benefit and serves a public purpose;

1.8 **WHEREAS**, the City has a reasonable expectation of receiving benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.9 **WHEREAS**, the transfer or expenditure of public funds or property is not a gratuitous donation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE II

PURPOSE

The purpose of this Agreement is to set forth the terms under which the City and Ozone will partner to hold the Fourth Annual Ozone Songwriter Festival at the Mandeville Trailhead Depot.

ARTICLE III

MANGEMENT AND OPERATION

3.1 The City shall be responsible for providing activity space, barricades, and trash cans to conduct approved programs activities. Ozone is responsible for returning the venue to its original state (emptying garbage cans, picking up trash, etc.)

3.2 The City shall provide Ozone access to the Trailhead Stage and Storage Room/Closet, the Depot Room and Trailhead gates/fences, for the purpose of delivery, storage, set up and/or installation of banners, signs, tents, tables, equipment, and other miscellaneous materials and items for use at the Festival, as specified herein, below. (See Attachment)

3.2 Ozone shall be responsible for soliciting people to participate in program/activities.

3.3 Ozone shall be responsible for all costs for personnel and activities related to the production of the Fourth Annual Ozone Songwriter Festival.

3.4 Ozone shall be responsible for all equipment, security, personnel and other such cost associated with said event.

3.5 Ozone is authorized and shall be allowed to deliver, store, set up and/or install banners, signs, tents, tables, equipment, and other miscellaneous Festival materials and items, and to conduct Festival staging and breakdown operations, in accordance with and as specified in Paragraphs 3.6-3.13, below, and as may hereafter be agreed upon by and between the Parties hereto.

3.6 The City shall provide Ozone (including its Sound Engineer) access to the Trailhead Stage and Storage Room/Closet on Friday November 3, 2023, between the hours of 9:00AM-4:00PM, for the purpose of Ozone delivering and storing Festival PA/Audio equipment, and for the purpose of installing Festival banners and signs.

3.7 Ozone and its Sound Engineer are authorized, allowed to and shall be responsible for delivery and storage of Festival PA/Audio equipment to the Depot Room and/or to the Trailhead Stage Storage Room/Closet on Friday November 3, 2023, between the hours of 9:00AM-4:00PM, which delivery shall be completed by 4:00PM.

3.8 The City shall provide Ozone access to the Depot Room on Friday November 3, 2023, between the hours of 9:00AM-4:00PM, for the purpose of Ozone delivering its signs, tents, tables, equipment, and other miscellaneous items and materials for use at the Festival, and for the purpose of Ozone setting up/staging the Depot Room for use as an “Artist Check-In and Green Room” during the Festival.

3.9 Ozone shall be responsible for delivery of its signs, tents, tables, equipment, and other miscellaneous Festival items and materials to the Depot Room and/or to the Trailhead Stage Storage Room/Closet on Friday November 3, 2023, between the hours of 9:00AM-4:00PM, which delivery shall be completed by 4:00PM.

3.10 Ozone is authorized and shall be allowed to set up two (2) pop-up tents (including tables, chairs and supplies) on the grassy mound and to set up a Festival PA/Audio equipment tent (including tables, chairs and sound equipment) at/near the grassy mound on Saturday, November 4, 2023, which set up shall be completed by 9:00AM and covered for sales of merchandise during the market.

3.11 The City shall provide Ozone access to A Trailhead Concession Stand and Ozone is authorized and shall be allowed to deliver water, ice and beverages to said stand and to stock water and beverages in the coolers located therein, between the hours of 7:00AM-9:00AM on Saturday, November 4, 2023, which delivery and stocking shall be completed by 9:00AM. As discussed, the main concession stand will be made available if the Mandeville Live! Concert series has ended and the refrigerators emptied. Otherwise, the alternate concession stand will be made available to utilize dump bins for cooling.

3.12 Ozone is authorized and shall be allowed to install Ozone banners on the Trailhead gates/fencing along/adjacent to Lafitte Street and Girod Street, on any weekday, ~~at its discretion~~, at an agreed upon time and date from Monday, October 16, 2023, until Friday, November 3, 2023, which installation shall only be performed between the hours of 9:00AM-4:00PM, which shall be completed no later than 4:00PM on Friday, November 3, 2023.

3.13 Ozone is authorized and shall be allowed to present live singer/songwriter rounds/performances on the Trailhead Stage during the Mandeville Trailhead Market on Saturday, November 4, 2023, from 10:00 AM-1:00PM, and must have the Trailhead Stage setup for such purpose by 9:00 AM. Ozone is authorized and shall be allowed, during the Mandeville Trailhead Market, to announce over the Trailhead Stage PA system information about the Ozone Songwriter Festival during the specified market performance.

3.14 Ozone is authorized and shall be allowed to use and operate A Trailhead Concession Stand for Festival purposes from 2:00PM-6:00PM on Saturday, November 4, 2023, and from 12:00PM-6:00PM on Sunday, November 5, 2023, but shall not be so authorized or allowed during the Mandeville Trailhead Market, between the hours of 9:00AM-1:00PM on Saturday, November 4, 2023.

3.15 Ozone is authorized and shall be allowed to host Festival events on the Trailhead Stage from 2:00PM-6:00PM on Saturday, November 4, 2023, and from 12:00PM-6:00PM on Sunday, November 5, 2023.

3.16 Ozone is authorized and shall be allowed to host Festival events (Artist Check-In and Green Room) in the Depot Room from 12:00PM-6:00PM on Saturday, November 4, 2023, and from 11:00AM-6:00PM on Sunday, November 5, 2023.

3.17 Ozone shall be responsible for setup and breakdown of the Festival on Saturday, November 4, 2023, and on Sunday, November 5, 2023, between the hours of 7:00AM-6:30PM.

3.18 Ozone shall finalize breakdown of Depot Room between 10:00AM-2:00PM on Monday, November 6, 2023.

ARTICLE IV

TERMINATION FOR CAUSE

4.1 The City may terminate this Agreement for cause based upon the failure of Ozone to comply with the terms and/or conditions of the Agreement; provided that the City shall give Ozone written notice specifying Ozone's failure. If within thirty (30) days after receipt of such notice, Ozone shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Ozone in default and the Agreement shall terminate on the date specified in such notice. The City may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Ozone to comply with the terms and conditions of this Agreement; provided that the City shall give Ozone written notice specifying Ozone's failure and a reasonable opportunity for the Ozone to cure the defect.

ARTICLE V

TERMINATION FOR CONVENIENCE

5.1 Any party shall have the right to terminate this Agreement at its convenience upon thirty (30) day advance written notice to the other party.

ARTICLE VI

ASSIGNMENT

6.1 Ozone shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the City. Notice of any such assignment or transfer shall be furnished promptly to the City. Additionally, Ozone shall not subcontract any services in connection with this Agreement without the prior written consent of the City.

ARTICLE VII

AMENDMENTS IN WRITING

7.1 This Agreement may be amended only by written instrument executed by the authorized representatives of each party, and no oral agreement shall be binding on either party unless / until reduced to writing.

ARTICLE VIII

TERM OF AGREEMENT

8.1 The term of this Agreement shall be in effect from the date of execution through the 7th day of November, 2023.

ARTICLE IX

INDEMNIFICATION

9.1 Ozone shall indemnify, defend, and save harmless the City against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the City growing out of, resulting from, or by reason of any act or omission of Ozone, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include the City's fees and costs of litigation, including, but not limited to, reasonable attorney's fees.

ARTICLE X

INSURANCE

10.1 Ozone undertakes and agrees, at its own expense, to provide and maintain in full force and effect at all times during the initial term or any renewal term of this Agreement Commercial General Liability Insurance in an amount not less than a combined single limit of one million dollars for bodily injury and one million dollars for property damage. This policy should be endorsed to name City as an additional insured. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than one million dollars.

10.2 All coverage required by this section shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of B+VII or better. This rating requirement is waived for the workers

compensation only. City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.

10.3 A Certificate of Insurance evidencing proof that such insurance coverage exists shall be furnished to City by Ozone before any part of the service specified by this Agreement are commenced. The said Certificate shall name city as an additional insured and include a provision that in case of cancellation or any material change in the coverage stated above City shall be notified thirty (30) days prior to such change or cancellation. Said provision shall include cancellation for nonpayment of premium.

10.4 Ozone and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against City, its officers, agents, or employees and its insurance companies.

10.5 City will give Ozone prompt notice in writing if the institution of any suit or proceeding and permit Ozone to defend same, and will give all needed information, assistance, and authority to enable Ozone to do so. Ozone shall similarly give City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Agreement. Ozone shall immediately provide City with copies of all pertinent papers received by Ozone pursuant to this provision of the Agreement.

10.6 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to City, shall be furnished by Ozone.

ARTICLE XI

PARTIAL INVALIDITY; SEVERABILITY

11.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XII

ENTIRE AGREEMENT; MODIFICATION

12.1 This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modifications or amendments shall be operative and valid, it shall be reduced to writing and signed by both parties.

ARTICLE XIII

CONTROLLING LAW

13.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

ARTICLE XIV

RELATIONSHIP BETWEEN THE PARTIES; EXCLUSION OF BENEFITS

14.1 Ozone is engaged by the City for the purposes set forth in this Agreement. The relationship between Ozone and the City shall be, and only be, that of an independent contractor and Ozone shall not be construed to be an employee, agent, partner of, or in joint venture with, the City.

ARTICLE XV

**ACKNOWLEDGMENT OF EXCLUSION OF
WORKER'S COMPENSATION COVERAGE**

15.1 The City and Ozone expressly agree that Ozone is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that the City shall not be liable to Ozone or to anyone employed by Ozone for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

ARTICLE XVI

ACKNOWLEDGEMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

16.1 The City and Ozone expressly declare and acknowledge that Ozone is an independent contractor and, as such, is being engaged by the City under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only;

- a. Ozone has been and will be free from any control or direction by the City over the performance of the service covered by this Agreement;
- b. The services to be rendered by Ozone are outside the normal course and scope of the City's usual business; and,
- c. Ozone is customarily engaged in an independently established trade, occupation, profession, or business. Consequently, neither Ozone nor anyone employed or contracted by Ozone shall be considered an employee of the City for the purposes of unemployment compensation and workers compensation coverages.

ARTICLE XVII

FORCE MAJEURE

17.1 Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

ARTICLE XVIII

REMEDIES FOR DEFAULT

18.1 In the event the Customer defaults on this Agreement, breaches the terms of this Agreement, or ceases to do business during the term of this Agreement, this Agreement shall be terminated, and within thirty (30) days of such termination the City shall no longer be obligated to provide activity space, barricades, and trash cans to the Customer as provided under this

Agreement.

ARTICLE XIX
JURISDICTION

19.1 The parties hereby agree that any disputes that may arise under the terms of this Agreement shall be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany and shall be interpreted according to the laws of the State of Louisiana.

ARTICLE XX
NON-DISCRIMINATION

20.1 The parties agree not to discriminate on the basis of religion, race, color, sex, national origin, age, disability status, ethnicity, military/veteran status, sexual orientation, gender identification, genetic information, marital status, citizenship status, or any other characteristic, unless required by law.

ARTICLE XVIII
NOTICES

21.1 All notices and other communications pertaining this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the U.S. Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

To: Ozone Music Education Foundation, Inc.
Attn: Randy Russell
40225 Crowes Landing Road
Pearl River, Louisiana 70452

To: City of Mandeville
Honorable Clay Madden
Mayor, City of Mandeville
3101 E. Causeway Approach
Mandeville, Louisiana 70448

THIS AGREEMENT is executed in triplicate original on the dates hereinafter shown, and

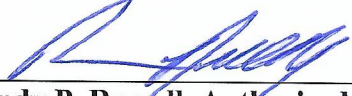
City of Mandeville

Signature: _____
CLAY MADDEN, Mayor of the City of Mandeville


Date: _____

WITNESS _____
Printed _____

Ozone Music Education Foundation, Inc.

Signature: 
**Randy P. Russell, Authorized Agent
For and on Behalf of Ozone Music Education
Foundation, Inc.**

Date: 6/16/23

WITNESS 
Printed SUSAN RUSSELL

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



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

Mayor Donald J. Villere

SPECIAL EVENT PERMIT APPLICATION

Name of Organization or Group Mande Milkshakers
Name of Authorized Representative Tina Rhinehart Non-Profit/Tax-Exempt # 82-1035168
Mailing Address _____
City Mandeville State La Zip 70448
Applicant Phone # 985-705-3375 Alt. Phone # _____
E-Mail mandemilkshakers@gmail.com Application Fee Paid? YES NO

Name of Event: Walk a Mile Mandeville
Date(s) of Event: D: Sunday / Date 10/29/23 Time 4-8pm Rain Dates(s) 10/30/23
Event Location: Lakefront and Trailhead

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

Description/Purpose of Event Support Safe Harbor Estimated Attendance 300

EVENT DETAILS - Check all that apply: see attachment

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

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

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



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

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

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

INSURANCE/INDEMNITY

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

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

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

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

Signed By: Tina M. Rhinehart

Printed Name: Tina M. Rhinehart

Organization Represented: Mande Milkshakers

Office Held Captain Date 7/14/23



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 on file

Certificate of Insurance? YES _____ NO _____

	DEPARTMENTAL EXPENSES	INITIALS
Police Department	<u>~ \$2000 *</u>	<u>AC</u>
Fire District #4	_____	_____
Public Works	_____	_____
TOTAL COSTS	_____	_____

Recommendation of Special Events Committee:

* MPD referred to St. Tammany Parish Sheriff Dept.
↳ Post-Certified Officers required (no parade marshals,
Chaperones or private security). \$50/hr. min. 4 hours.
1 Police officer @ Trauma

Approved:

Mayor Clay Madden

Date

City Council Approval

Alcohol Permit:

_____ Yes _____ No

Date Approved: _____

Waiver of Lakefront Food & Drink Ordinance:

_____ Yes _____ No

Date Approved: _____



MANDEVILLE POLICE DEPARTMENT

Rick Richard, Chief of Police

Special Event Addendum

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

1. Beginning and end time of event: 4-8 pm
2. Location of event: Lakefront and Trailhead
3. Will the event take place on a public roadway? YES NO
4. Are you requesting public streets be blocked off? YES NO
5. Are you requesting that Police be present during the event? YES NO
6. Are you paying for a Police detail? YES NO
7. If you answered yes to number 6, how many officers? _____
8. Name and contact number of Event official?
Tina Rhuehart
985-705-3375
9. Will alcoholic beverages be present? YES NO
10. Expected number of people at event? 300

Walk a Mile Mandeville

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: Mande Milkshakers
2. Legal name(s): Individual, Partners, or Corporation Mande Milkshakers LLC
3. Apply for: Class "A" Class "R" / High Content Low Content / Restaurant HR
4. Business location address _____
 Telephone (985) 705 3375
5. Mailing address _____
6. Contact Person Lina Kinnear
 Phone Number (985) 705 3375 E-Mail Address: mandemilkshakers@gmail.com
 Fax Number () _____ Web Address mandemilkshakers.com.com
7. Type of organization:
 Individual Partnership Corporation Non-Profit LLP LLC Other
(If individual complete line A only)
8. If a Corporation, LLC, LLP, or Partnership, supply name, title, social security #, home address and telephone # of all officers, members, managers, partners, agents or other representative. The list of names below should each furnish a notarized Schedule "A".

A.	Name <u>Tina Rhinehart</u> Title <u>Captain</u>	SSN _____	% Owned <u>100</u>
	<small>Resident Address</small> _____ <small>City State Zip</small> _____	<small>Home Phone Number</small> _____	

B.	Name _____ Title _____	SSN _____	% Owned _____
	<small>Resident Address</small> _____ <small>City State Zip</small> _____	<small>Home Phone Number</small> _____	

C.	Name _____ Title _____	SSN _____	% Owned _____
	<small>Resident Address</small> _____ <small>City State Zip</small> _____	<small>Home Phone Number</small> _____	
9. Is this application by a new owner to take over an existing business that has been selling liquor regularly and continuously to the present time? no If yes, list.

<small>Trade name</small> _____	<small>Owner's name</small> _____	<small>address</small> _____	<small>License #</small> _____
---------------------------------	-----------------------------------	------------------------------	--------------------------------
10. Does applicant hold State or City of Mandeville liquor license for current year at any other location?
no If yes: Name _____ Location: _____
11. Has applicant applied for state liquor license? no
12. Has the applicant ever been denied a state or local liquor license? no
13. Is premise located in an area where the sale of liquor is prohibited by local or state laws? no
14. Is applicant the owner of the premises to be occupied? no If no, does applicant hold a bona fide written lease? _____ (Supply copy of lease with application)
15. If premises leased, give name and address of lesser. Mandeville Trailhead
16. Describe the part of the building to be occupied by business: whole venue
17. Open date for this location October 29, 2013
17. Describe in detail your business. i.e.: Type of sales, activity, or service you perform:
special event raising money for Safe Harbor

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 Tina Rhinehart Title: Captain

Signature of Preparer _____ Date _____

Walk a Mile



Walk a Mile in Her Shoes®

THE INTERNATIONAL MEN'S MARCH TO STOP RAPE, SEXUAL ASSAULT & GENDER VIOLENCE

Walk a Mile in Her Shoes
benefiting Safe Harbor
Saturday, October 29, 2022
4-8pm

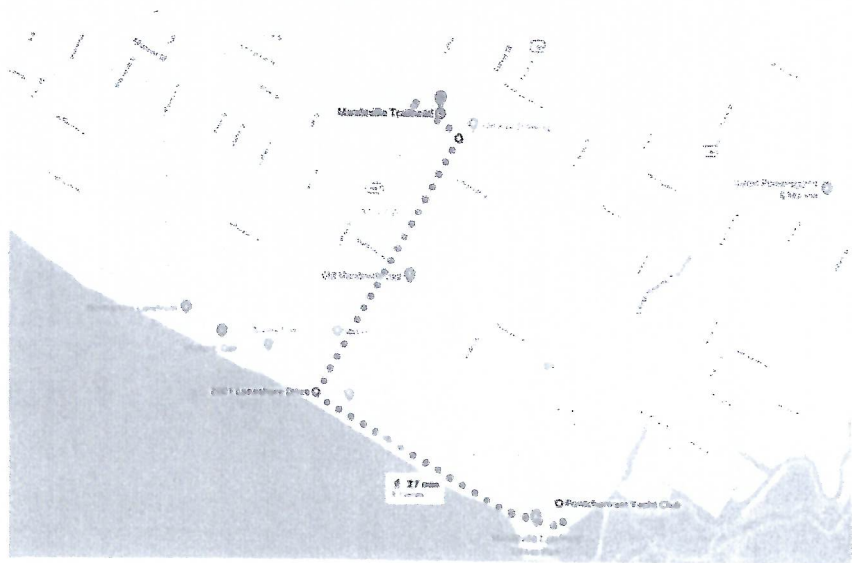
The Mande Milkshakes, along with our charity partner, Safe Harbor, would like to host this internationally recognized event for women's health here in Mandeville. This is a 1 mile walk for men, walking in High heel shoes. Participants raise donations for our charity partnership through event registration and participant sponsorships. Walk a Mile in Her Shoes events have occurred all across the country and have been successful at raising funds and awareness for domestic violence. We would like to continue that tradition, here in Mandeville, in order to help fully fund the great work Safe Harbor does for women and children in St. Tammany Parish.

The Walk a Mile in Her Shoes event will take place Saturday, October 29th from 4-8pm in Old Mandeville. Registration will take place at the Mandeville Boat Launch at the east end of the Lakefront from 4-5pm. The walk will last from 5-6pm, starting at the Pontchartrain Yacht Club and end at the Mandeville Trailhead. Following the walk, we will host a party for walk participants as well as community members at the Mandeville Trailhead from 6-8 pm. The walk itself will have participants walk in heels if possible, the 1.3 mile course, along the bike path of Lakeshore Drive and the sidewalk of Girod street to the Mandeville Trailhead. The post walk party will consist of food and beverage vendors, a live band, local business vendors, and advocacy groups to provide information about resources for women and families in need.

All are welcome to participate. Women's shoes are encouraged but all will be accepted to help raise money for Safe Harbor.

Event Details
Saturday, October 29, 2020
4-8pm

- Walk Registration/Check in
o Mandeville Boat Launch
o 4-5pm
• Walk
o PYC to Mandeville Trailhead
o 5-6pm
• Post Walk Party
o Mandeville Trailhead
o 6-8pm



Mandeville Trailhead Rental Agreement 5p-9p (4hours)
includes setup & teardown



 www.walkamileinher shoes.org
Walk a Mile in Her Shoes®

THE INTERNATIONAL MEN'S MARCH
TO STOP RAPE, SEXUAL ASSAULT & GENDER VIOLENCE

Participants:

- Community members are invited to participate in the Walk a Mile in Her Shoes Event by registering as an individual or teams. The registration fees will go to cover event expenses and be donated to Safe Harbor.
- The participants will receive a pair of shoes to complete the walk in as part of the registration fee.
- Winners will be awarded in the following categories: Individual Fundraising Winner, Team Fundraising Winners

Post Walk Party:

- Participants will gather at the Mandeville Trailhead for a post walk party open to the public.
- The free event will feature a live band, a performance by the Mande Milkshakers, award ceremony, a raffle, door prizes, food and refreshments.
- Community members will be invited to attend the free event and bring their own food and drinks.
- The Mande Milkshakers will be collecting donations for Safe Harbor.
- The After Party will last from 6-8pm.
- The Mande Milkshakers will arrange the cleaning of the Trailhead after the event.

Additional details:

- The Mande Milkshakers have secured a \$2 Million insurance policy to cover the event.
- The Mande Milkshakers will arrange for a security escort for the walk through the Mandeville Police Department.
- The Mande Milkshakers will arrange for the cleanup of the Lakefront and the Trailhead following the walk and after party.
- The Mande Milkshakers are working with local businesses and the Old Mandeville Business Association to encourage a positive impact on those entities as a result of this event.

CHANGE ORDER

No. 1 (Final)

Date of Issuance: August 23, 2023

Effective Date: _____

Owner: City of Mandeville	Owner's Contract No.: 211.23.006
Contract: Hurricane Ida NRCS Drainage Canal Cleaning	Date of Contract: May 3, 2023
Contractor: Grillot Construction, LLC	Engineer's Project No.: 211.23.006

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

Description: Addition of 2,092 linear feet of canal cleaning in Sanctuary Main Ditch due to actual field measurements of the canal being longer than anticipated. Additional 2,092 feet was cleaned at the unit bid price of \$18.00/LF.

Attachments (list documents supporting change):

Signed back-up contractor justification from Grillot Construction is attached.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 628,902.00

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. _____ to No. _____:

\$ 0.00

Contract Price prior to this Change Order:

\$ 628,902.00

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:

\$ 37,656.00

Contract Price incorporating this Change Order:

\$ 666,558.00

Original Contract Times: Working days Calendar days

Substantial completion (days): 90

Ready for final payment (days): 120

~~[Increase]~~ ~~[Decrease]~~ from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days): 90

Ready for final payment (days): 120

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:

Substantial completion (days): 3

Ready for final payment (days): 33

Contract Times with all approved Change Orders:

Substantial completion (days): 87

Ready for final payment (days): 87

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 8-28-2023

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 08/28/2023

Date: _____

2608 Engineers Road
Belle Chasse, Louisiana 70037
Office: 504.394.5596
Fax: 504.394.5178



June 23, 2023

Neal Belmonte
Project Manager
Digital Engineering & Imaging, Inc.
527 W. Esplanade Avenue, Suite 200
Kenner, Louisiana 70065

RE: Change Order Request – Sanctuary Main Ditch
City of Mandeville
Hurricane Ida NRCS Drainage Canal Cleaning
Project No. 211.23.006

Dear Mr. Belmonte:

In accordance with recent discussions regarding the canal cleaning removal limits on Sanctuary Main Ditch (Sheet No. 6), we are formally requesting a change order to increase the scope of work. A summary of the change(s) is outlined in the table below:

Location	Original Quantity	Unit	Unit Price	Revised Quantity	Net Change Amount
Sanctuary Main Ditch	2,877	LF	\$ 18.00	4,969	\$ 37,656.00

In approving this requested change order amount, we (Grillot Construction, LLC) are in agreement to clean a total quantity of 4,969 linear feet within Sanctuary Main Ditch at the original contract unit price of Eighteen Dollars and Zero Cents per linear foot (\$18.00/LF), for a total amount not to exceed Eighty-Nine Thousand Four Hundred Forty-Two Dollars and Zero Cents (\$89,442.00).

If you have any question, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Cox', with a stylized flourish at the end.

Jason Cox
Operations Manager

Certificate of Substantial Completion

Project: Hurricane Ida NRCS Drainage Canal Cleaning

Owner: City of Mandeville

Owner's Contract No.: 211.23.006

Contractor: Grillot Construction, LLC.

This Certificate of Substantial Completion applies to:

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

August 16, 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 [tentative] [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:

None

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 – Neal Belmonte
(Digital Engineering & Imaging, Inc.)

8-28-2023
Date


Accepted by Contractor – Jason Cox
(Grillot Construction, LLC)

08/28/2023
Date

Accepted by Owner – Clay Madden
(Mayor, City of Mandeville)

Date

**SECTION 00650
CHANGE ORDER**

No. 2

Date of Issuance: September 14, 2023 Effective Date: _____

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

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

Description:

Rectify final quantities used and add composite cap on handrail per City's request.

Attachments (list documents supporting change):

Quantities and unit prices are attached.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$253,799.25

Increase from previously approved Change Orders:

\$ 20,926.67

Contract Price prior to this Change Order:

\$274,725.92

Increase of this Change Order:

\$30,364.56

Contract Price incorporating this Change Order:

\$305,090.48

Original Contract Times: Working days Calendar days

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

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

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

Substantial completion (days): N/A

Ready for final payment (days): N/A

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

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

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

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Neighborwoods Deck Replacement Project Final Quantities

Item No.	Description	Unit	Contract Qty	Contract Unit Price	Contract Amount	Installed Qty	Installed Amount	Difference	Total
1	Mobilization	LS	1	\$15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ -	\$ 15,000.00
2	Remove and Replace Information Kiosks	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ -	\$ 2,000.00
3	Remove and replace decking	Board Foot	11,353	\$ 13.25	\$150,427.25	7,124.59	\$ 94,400.82	\$ (56,026.43)	\$ 94,400.82
4	Remove and replace handrail	Linear Foot	963	\$ 15.00	\$ 14,445.00	1023	\$ 15,345.00	\$ 900.00	\$ 15,345.00
5	2"x8" timber joists	Board Foot	384	\$ 12.00	\$ 4,608.00	384	\$ 4,608.00	\$ -	\$ 4,608.00
6	2"x12" timber beam	Board Foot	80	\$ 13.00	\$ 1,040.00	256	\$ 3,328.00	\$ 2,288.00	\$ 3,328.00
7	Fema 2"x4" Handrail	Linear Foot	952	\$ 10.00	\$ 9,520.00	952	\$ 9,520.00	\$ -	\$ 9,520.00
8	Fema 2"x6" top rail	Linear Foot	276	\$ 9.00	\$ 2,484.00	276	\$ 2,484.00	\$ -	\$ 2,484.00
9	Fema 4"x4" Rail Post (8'long)	Each	20	\$ 50.00	\$ 1,000.00	20	\$ 1,000.00	\$ -	\$ 1,000.00
10	Fema 2"x8" deck frame (16' long)	Each	16	\$ 150.00	\$ 2,400.00	16	\$ 2,400.00	\$ -	\$ 2,400.00
11	Fema 6"x6" Structural Post (8'long)	Each	2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00	\$ -	\$ 1,000.00
12	Fema Decking	Board Foot	3500	\$ 13.25	\$ 46,375.00	3500	\$ 46,375.00	\$ -	\$ 46,375.00
13 - CO1	Concrete footing	Each	22	\$ 500.00	\$ 11,000.00	60	\$ 30,000.00	\$ 19,000.00	\$ 30,000.00
14 - CO1	Additional 2" x 8" timber joists	Board Foot	1,413.33	\$ 9.50	\$ 13,426.64	2982.07	\$ 28,329.67	\$ 14,903.03	\$ 28,329.67
15 - CO2	Mid Span Supports	Each	0	\$ 800.00	\$ -	21	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00
16 - CO2	Trex as Handrail	LS	0	\$13,000.00	\$ -	1	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
17 - CO2	Additional 6"x6" Structural Posts (8' Long)	Each	0	\$ 500.00	\$ -	39	\$ 19,500.00	\$ 19,500.00	\$ 19,500.00

Original Contract Amount \$253,799.25

Contract Amount After CO 1 \$274,725.92

Contract Amount After CO 2 \$305,090.48

Change Order 2 Amount \$ 30,364.56



**Neighborwoods Deck
Change Request # 02**

7/27/2023

Install trex 2x6 boards on top of new timber 2x6 boards

Total Change	13,000.00
Total Time Impact	2
Overtime Included	NO

Scope included:

Load up and haul deck boards to project.
Install new trex deck boards on top of new 2x6 treated 2x6 toprail.

PROJECT NAME Neighborwoods Deck Trex Toprail
Description Add trex 2x6 to toprail
of Work: _____

A. SUBCONTRACTOR Direct Cost of Work :

1. Labor

	Hourly Wage Rate Paid	Hours Worked		Total Cost
Working Superintendent	50.00	16	hours	800.00
Laborer (2 ea)	24.00	32		768.00
Carpenters (4 ea)	25.00	64	hours	1,600.00
Add Labor Burden @		18	%	570.24
LABOR TOTAL				3,738.24

2. Material

	Unit Price*	Units Required		Total Cost
Material Required for Change				
2x6x20' Trex Select Deck Boards	\$ 5.16	1,299.00	LF	6,702.84
Screws	\$ 168.51	1.00	Box	168.51
			Ton	-
			SY	-
Add Tax @		9.95	%	683.70
MATERIAL TOTAL				7,555.05

3. Subcontractor

	Unit Price*	Units Required		Total Cost
Material Required for Change				
Freight for material (Truck and trailer)	\$ 150.00	1.00	EA	150.00
			LS	-
				-
SUBCONTRACTOR TOTAL				150.00

4. Equipment

	Unit Price*	Units Required		Total Cost
Equipment Required for Change				
			hours	-
			hours	-
Add Tax @			%	-
EQUIPMENT TOTAL				-

DIRECT COST (SUM A 1, 2, 3, 4 & 5) 11,443.29

General Liability (Direct Cost X 1.45 %) 166.00

Subcontractor's Overhead and Profit (Direct Cost X OH&P) Maximum: 15% 1,393.00

Total Subcontractor Cost 13,002.29

Total Contract Days added from Project Schedule 2

Subcontractor Name: M & J Civil Construction, LLC

Subcontractor Signature: David Muller **Date:** 9/1/2023

SECTION 00625
Certificate of Substantial Completion

Project: Neighborwoods Deck Replacement

Owner: City of Mandeville

Owner's Contract No.: 100.21.016

Contractor: M & J Civil Construction, LLC

Engineer's Project No.: 567-2000.27

This definitive Certificate of Substantial Completion applies to:

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

August 9, 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:

N/A

Contractor's Amended Responsibilities:

N/A

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. Make sure all screws are screwed flush with the decking.
2. Pick up all trash on project site.
3. Pack in dirt at the ends of all decks.
4. Trim end of composite handrail cap that is overhanging.

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

RESOLUTION NO. 23-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND HIGH TIDE CONSULTANTS, LLC FOR THE LIFT STATION 4
UPGRADE AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with High Tide Consultants, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Lift Station 4 Upgrade, which has been in effect since July 15, 2021; and

WHEREAS, the July 15, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

WHEREAS, during the course of the project, additional scope and services were added to the original scope of work by request of the City, which included the addition of a gas-powered generator, including a raised platform and odor control system. The addition of these items resulted in changes to the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and additional coordination with the City and utility companies; and

WHEREAS, the Amendment requests an additional \$38,455.78 for the fee associated with the construction cost estimates along with an extension of time of two (2) years to this contract to allow time for the project to enter into construction due to the City’s acceptance into the Water Sector Program;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the July 15, 2021 Professional Services Agreement with High Tide Consultants, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Lift Station 4 Upgrade Project.

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

AYES: 0



HIGH TIDE
CONSULTANTS LLC

August 30, 2023

Mr. David LeBreton, PE, PTOE
Digital Engineering
3500 US HWY 190
Mandeville, LA 70471

**RE: City of Mandeville – Lift Station No. 4 Upgrades
Design Services Amendment
COM Project No. 212.21.019 - HTC Project No. 21-153**

David,

Please allow this letter to serve as our request for additional design service fees and contract time extension.

During the course of the project, additional scope and services were added to the original scope of work. These include the addition of a gas powered generator, including a raised platform. The addition of these items resulted in changes to the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and additional coordination with the City and utility companies. Also added into the scope was an odor control system. This system was designed and added to the plans, but then later taken out of the project.

The original project construction cost estimate was \$ 314,140.00, the current construction cost estimate with the added scope, adjustments and the odor control system would be \$ 749,407.00. Based on the 2021 FP&C fee curve, this increased the fee from \$ 30,076.30 to \$ 66,532.08, an increase of \$ 36,455.78.

The additional design fee associated with this scope totals \$ 36,455.78. The breakdown of this fee per phase is as follows:

Design (65%)	\$ 23,696.26
Bidding (5)	\$ 1,822.79
<u>Const Admin (30%)</u>	<u>\$ 10,936.73</u>
Total	\$ 36,455.78

We also hereby request an extension of two (2) year to the contract time. Bidding of the project has been delayed to the requirements of the funding source of the project.

If you have any questions or need any additional information, please don't hesitate to contact me.

Sincerely,
High Tide Consultants, LLC

Richard C. Galloway, PE
Principal

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

HIGH TIDE CONSULTANTS, LLC

**LIFT STATION 4 UPGRADES (FOY ST) PROJECT
CITY OF MANDEVILLE PROJ. NO. 212.21.019**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and High Tide Consultants, LLC, represented by Richard Galloway, P.E., Principal (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on July 15, 2021 (the “**Agreement**”) to provide a design, permitting, bidding, construction administration, and resident inspection for Lift Station No. 4 located on Foy Street, just north of Claiborne Street in the City;

WHEREAS, during the course of the project, additional scope and services were added to the original scope of work by request of the City. These include the addition of a gas-powered generator, including a raised platform and the investigation of odor control at site. The addition of these items resulted in changes to the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and additional coordination with the City and utility companies.

WHEREAS, modifications to Consultants original fee schedule is required in order to compensate Consultant for additional scope and services added to original scope of work and based off of an increase in construction cost estimate from original \$314,140.00 to current \$749,407.00. Additional funds in the sum of **\$36,455.78** are required by the Consultant due to the changes in the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and the additional coordination with the City and utility companies to accomplish the added scope, all which increased the construction costs.

WHEREAS, due to the additional scope and services requested by the City, as well as delays due to requirements of outside funding sources, an extension of two (2) additional years to

Consultants original contract expiration date is required. With this amendment the new contract expiration date will be July 15, 2025.

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

A. SERVICES: The following engineering services are added to the Consultant Scope of Work for the **Lift Station 4 Upgrades (Foy St) Project**:

1. Revise site plan layout
2. Additional structural design for required, raised platform
3. Additional electrical design and coordination
4. Additional coordination with the City and utility companies.
5. Investigation and coordination on Odor Control for site.

B. COMPENSATION:

1. **Fees Added for Lift Station 4 Upgrades (Foy St) Project.** The following fees are added for additional engineering services in accordance with the Consultant's proposal:

Phase			Original Fee	Amended Fee	Total Fee
I	Survey (as needed)	Lump Sum	\$3,500.00		
II	Preliminary Design	Lump Sum	\$11,729.76		
III	Environmental Study (if requested)	Lump Sum	NOT USED		
IV(a)	Final Design	Lump Sum	\$7,819.84	\$23,696.26	\$31,516.10
IV(b)	Bid & Award	Lump Sum	\$1,503.82	\$1,822.79	\$3,326.61
V(a) & V(b)	Construction Administration & Closeout	Lump Sum	\$9,022.90	\$10,936.73	\$19,959.63

V(c)	Inspection, Reporting, & Verification	Hourly, NTE	\$34,272.00		
Direct Expenses	Permitting	Hourly, NTE	\$3,000.00		
Total			\$70,848.32	\$36,455.78	\$107,304.10

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$36,455.78** for a not to exceed amount of **\$107,304.10**. The City’s obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE

1. Contract duration shall be extended for two (2) additional years from the end of the original contract date (July 15, 2023) to a new date of July 15, 2025 due to additional scope requested by the City beyond original scope.

D. CONVICTED FELON STATEMENT: The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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

F. PRIOR TERMS BINDING: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

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

RESOLUTION NO. 23-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND KYLE ASSOCIATES, LLC FOR THE HWY 22 DRAINAGE
PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Kyle Associates, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Hwy 22 Drainage Project, which has been in effect since August 20, 2021; and

WHEREAS, the August 20, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

WHEREAS, during the course of the project, additional scope and services were added to the original scope of work by request of the LADOTD, which included additional hydraulic analysis and modeling, topographic survey and additional geotechnical investigative work; and

WHEREAS, the Amendment requests an additional \$54,375.00 for the fee associated with the additional work and an extension of time of two (2) years to this contract to allow time for the project to complete the analysis and assist with the design;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the August 20, 2021 Professional Services Agreement with Kyle Associates, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Hwy 22 Drainage Project.

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

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



April 24, 2023

Mr. Keith J. LaGrange, Jr., P.E.
Director – Dept. of Public Works
City of Mandeville
1100 Mandeville High Blvd
Mandeville, LA 70471
Email: KLaGrange@CityofMandeville.com

RE: Contract Amendment Request
LA 22 Drainage Improvements Project
COM Project No. 700.21.004
KA Project No. 21045

Dear Mr. LaGrange:

Kyle Associates, LLC (KA) would like to request a contract time extension for the H&H study portion of the LA 22 Drainage Improvements Project. This phase of the overall project was completed on time (*90 calendar days*) as required in the Contract and sufficiently addressed the required capacity and pipe sizes for the project. A review by LA DOTD was required before moving forward with the design. The initial study was given to LA DOTD in May 2022; however, the City did not receive comments back from LA DOTD until October 2022. These comments requested that additional hydraulic analysis be conducted on Bayou Chinchuba to further show the effects on the water surface elevation from diverting storm water from Bayou Tete L'Ours to Bayou Chinchuba. That additional modeling of Bayou Chinchuba was completed in December 2022 and the results were forwarded to LA DOTD in early January of 2023. Only recently did we receive DOTD approval of this additional analyses allowing us to proceed with the design of the improvements the City had desired. Kyle Associates is requesting that an additional seven (7) months be added to the Contract Time for this phase to cover the delays allowing for reviews and the additional modeling.

In addition to the contract time extension request, KA would like to request a contract amendment in the amount of **\$43,875**. This request is for the additional topographic survey work in the amount of \$18,500 that was required to properly complete the additional analysis required and the additional H&H modeling and analysis that was required above and beyond

the original scope of the study in accordance with the manhour breakdown below.

Position	Description	Hourly Rate	Hours	Subtotal
<i>Principal</i>	Project Manager/Quality Control	\$195	15	\$2,925
<i>Civil Engineer</i>	Project Engineer - Calculations, Modeling, Report	\$140	65	\$9,100
<i>CADD Technician III</i>	H&H Modeling	\$105	120	\$12,600
<i>Administrative</i>	Report Assistance, General Admin	\$75	10	\$750
			Total	\$25,375

Finally, as we have begun to develop the preliminary plans for the reference project, KA recommends that geotechnical investigative work be performed to ensure the potential road crossing for the drainage improvements is properly designed as well as the pipe bedding for the larger culverts is properly detailed. To perform this necessary geotechnical work, KA requests an additional service amount of **\$10,500**.

Please prepare a contract amendment for these items at your earliest convenience. If you have any questions, comments or require any additional information, do not hesitate to contact this office.

Sincerely,



James E. Powell, Jr., P.E., P.L.S.
Sr. Vice President – Engineering Operations
Kyle Associates, LLC

Cc: Mr. David G. LeBreton, Jr. P.E., PTOE, PTP – Digital Engineering

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
KYLE ASSOCIATES, LLC
LA 22 DRAINAGE
IMPROVEMENTS PROJECT
CITY OF MANDEVILLE PROJ. NO. 700.21.004**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Kyle Associates, LLC, represented by James E. Powell, Jr., P.E., Principal, (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on August 20, 2021 (the “**Agreement**”) to provide professional engineering design services for a project improving drainage along LA 22 as specified by the Department of Public Works;

WHEREAS, after Consultant submitted the initial H&H study to LADOTD in May of 2022, comments were not received back to the City until October 2022. LADOTD requested additional hydraulic analysis be conducted on Bayou Chinchuba to further show the effects on the water surface elevation from diverting storm water from Bayou Tete L’Ours to Bayou Chinchuba. Consultant completed additional H&H modeling and analysis in December of 2022 and forwarded results to LADOTD in January of 2023. Consultant received approval from LADOTD in April 2023 to proceed. Additionally, Consultant recommends that geotechnical investigative work be performed during the preliminary plan phase to ensure the potential road crossing for the drainage improvements is properly designed as well as the pipe bedding for the larger culverts is properly detailed.

WHEREAS, modifications to Consultants original fee schedule is required in order to compensate Consultant for additional effort beyond original scope of work. Additional funds in the sum of **\$54,375.00** are required by the Consultant due to additional H&H analysis requested by LADOTD beyond the original scope, the additional topographic survey required to complete the H&H analysis and the geotechnical investigative work the Consultant has recommended to properly assist in designing the preliminary plans.

WHEREAS, due to the additional effort and delayed approval from LADOTD, extension of two (2) additional years to Consultants original contract expiration date is required. With this amendment the new contract expiration date will be August 20, 2025.

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

A. SERVICES: The following survey, hydraulic analysis, and geotechnical investigative services are added to the Consultant Scope of Work for the **LA 22 Drainage Improvements Project**:

1. Additional Topographic Survey
2. Additional H&H Modeling & Analysis
3. Geotechnical Investigation

B. COMPENSATION:

1. **Fees Added for LA 22 Drainage Improvements Project.** The following fees are added for Survey, H&H Study, and Preliminary Design Services in accordance with the Consultant’s proposal:

Phase			Original Fee	Amended Fee	Total Fee
I	Survey (as needed)	NTE	\$150,000.00	\$18,500.00	\$168,500.00
II	H&H Study	Lump Sum	\$85,000.00	\$25,375.00	\$110,375.00
III	Preliminary Design	Lump Sum	\$282,600.00	\$10,500.00	\$293,100.00
IV(a)	Final Design	Lump Sum	\$188,400.00	-	\$188,400.00
IV(b)	Bid & Award	Lump Sum			
	Phase (i)		\$15,000.00	-	\$15,000.00
	Phase (ii)		\$20,000.00	-	\$20,000.00
V(a) & V(b)	Construction Administration & Closeout	Lump Sum			
	Phase (i)		\$75,500.00	-	\$75,500.00

	Phase (ii)		\$100,500.00	-	\$100,500.00
V(c)	Inspection, Reporting, & Verification	Hourly, NTE			
	Phase (i)		\$141,440.00	-	\$141,440.00
	Phase (ii)		\$141,440.00	-	\$141,440.00
Direct Expenses	Permitting	Hourly, NTE	\$25,000.00	-	\$25,000.00
Total			\$1,224,880	\$54,375.00	\$1,279,255.00

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$54,375.00** for a not to exceed amount of **\$1,279,255.00**. The City’s obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE

1. Contract duration shall be extended for two (2) additional years from the end of the original contract date (August 20, 2023) to a new date of August 20, 2025 due to delays to the Consultant as a result of LADOTDs request for additional work beyond original scope.

D. CONVICTED FELON STATEMENT: The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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

F. PRIOR TERMS BINDING: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

G. ELECTRONIC SIGNATURE AND DELIVERY: The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding

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

RESOLUTION NO. 23-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANDEVILLE
AND NEEL SCHAFFER, LLC FOR THE HWY 190 MEDIAN PROJECT AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Neel Schaffer, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Hwy 190 Median Project, which has been in effect since July 16, 2021; and

WHEREAS, the July 16, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 1 to the Agreement, which is also attached hereto; and

WHEREAS, during the course of the project, additional scope and services were added to the original scope of work by request of the LADOTD, which included additional turning movement count data, analysis of school peak periods, and inclusion of Synchro and Sidra Software analysis for project intersections; and

WHEREAS, the Amendment requests an additional \$51,120.00 for the fee associated with the additional work beyond the original scope;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the July 16, 2021 Professional Services Agreement with Neel Schaffer, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Hwy 190 Median Project.

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

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

and the resolution was declared adopted this ___th day of September, 2023.

June 12, 2023

The City of Mandeville
Attn: David LeBreton, Jr.
3101 East Causeway Approach
Mandeville, LA 70448

RE: US 190 Access Management Stage 0 & Traffic Study
Additional Fee Request

Dear Mr. LeBreton:

Per our discussion on June 8th, we are requesting fees for the above referenced project based on the following.

1. Recount of 4 – 7 day, 24 hour counts due to Hurricane Ida.
2. Processing additional TMC data for school peak at the request of DOTD.
3. Additional analysis and documentation of school peak at the request of DOTD.
4. Additional work required to address DOTD comments on Chapter 2 to include Synchro and Sidra analysis.

Based on this additional work, we are requesting additional fees in the amount of \$51,120.00. We have provided a spreadsheet as backup for these additional fees.

Thank you in advance for your favorable consideration. If you have any questions regarding this request, please feel free to contact our office.

Sincerely,



Barry Brupbacher
Senior Project Manager
Neel-Schaffer, Inc.

BB/ap
Enclosure

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
NEEL-SCHAFFER, INC.**

**US 190 STREETSCAPE & ACCESS MANAGEMENT PROJECT
LADOTD STAGE 0 / TRAFFIC STUDY
CITY OF MANDEVILLE PROJ. NO. 700.21.015
CITY OF MANDEVILLE CONTRACT NO. C20230209**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Neel-Schaffer, Inc., represented by William D. Lancaster, P.E., Agent/Officer (the “**Consultant**”). The City and the Consultant are sometimes referred to as the “**Parties**”. This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Consultant are parties to a professional services agreement dated on July 16, 2021 (the “**Agreement**”) to provide a Traffic Engineering and Safety Study and a Stage 0 Feasibility Study for a project improving the safety and aesthetics along US 190 between Carondelet St. and Jackson Ave as well as providing smoother traffic flow through the area as specified by the Department of Public Works;

WHEREAS, due to Hurricane Ida, a Recount of 4–7 day, 24-hour counts was required. Secondly, LADOTD requested additional work be done to process additional Turning Movement Count (TMC) data and provide an additional analysis at the request of LADOTD and documentation of school peak periods within the project limits. Finally, due to LADOTD’s comments received back on Chapter 2, and at the request of LADOTD, additional work beyond original scope was required to include Synchro and Sidra Software Analyses for project limits intersections.

WHEREAS, modifications to Consultants original fee schedule is required in order to compensate Consultant for additional effort beyond original scope of work. Additional funds in the sum of **\$51,120.00** are required by the Consultant to due to the necessary recount of multiple days impacted by Hurricane Ida and the additional data processing, documentation, and analyses requested by LADOTD.

WHEREAS, due to the additional effort required from LADOTD comments, extension of

one (1) additional year to Consultants original contract expiration date is required. With this amendment the new contract expiration date will be July 16, 2024.

NOW THEREFORE, the City and the Consultant amend the Agreement as follows:

A. SERVICES: The following traffic study services are added to the Consultant Scope of Work for the **US 190 Streetscape & Access Management Project**:

1. Recount of 4-7 day, 24 hour counts due to Hurricane Ida.
2. Processing additional TMC data for school peak periods at the request of LADOTD
3. Additional analysis and documentation of school peak periods at the request of LADOTD
4. Additional work required to address LADOTD comments on Chapter 2 to include Synchro and Sidra Software Analyses for project limits intersections.

B. COMPENSATION:

1. **Fees Added for US 190 Streetscape & Access Management Project.** The following fees are added for additional Traffic Study Services in accordance with the Consultant's proposal:

Task			Original Fee	Amended Fee	Total Fee
IA	Traffic Engineering & Safety Study	Hourly, NTE	\$157,970.00	\$48,737.50	\$206,707.50
IB	Traffic Data Collection	NTE	\$22,250.00	\$2,380.00	\$24,630.00
II	Stage 0 Feasibility Study	Hourly, NTE	\$210,961.80	-	\$210,961.80
Direct Expenses		NTE	\$8,818.20	-	\$8,818.20
Total			\$400,000.00	\$51,117.50	\$451,117.50

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$51,117.50** for a not to exceed

amount of **\$451,117.50**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time absent a validly executed amendment.

C. CONTRACT TIME AND SCHEDULE

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (July 16, 2023) to a new date of July 16, 2024 due to additional work requested by LADOTD beyond original scope.

D. CONVICTED FELON STATEMENT: The Consultant swears that no Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

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

F. PRIOR TERMS BINDING: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

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

CITY OF MANDEVILLE

BY: _____
CLAY MADDEN, MAYOR

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

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF MANDEVILLE
MAYOR TO EXECUTE AND SUBMIT TO THE GOVERNOR’S OFFICE OF
HOMELAND SECURITY AND EMERGENCY PREPAREDNESS (GOHSEP) AN
“EXPEDITED TEMPORARY HOUSING ASSISTANCE WAIVER OF LAND
USE/PERMITTING FORM” IN ACCORDANCE WITH LA. R.S. 29:726(F)(3)(b)(iii)(aa)
AND LA. R.S. 726(F)(4)**

Resolution No. 23-33

WHEREAS, Act 526 of the 2022 Louisiana Legislative Session, codified as Louisiana Revised Statute 29:726, requires the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) to develop a program to provide additional funding and resources for temporary housing and shelter assistance to city governing authorities within the first fourteen days following a presidential declaration of a major disaster or emergency; and,

WHEREAS, LA. R.S. 29:726(F)(3)(b)(iii)(aa) and LA. R.S. 726(F)(4) specify that, in order for the parishes/municipalities to participate in the temporary housing program, a certification must be submitted to GOHSEP waiving land use regulations relating to permitting for temporary placement of mobile homes, recreational vehicles (RVs), and other temporary housing directly adjacent to the disaster survivor’s damaged dwelling ; and

WHEREAS, in order to make expedited funding available to the City for temporary housing and shelter assistance in case of emergency disaster or emergency, the City of Mandeville Council, as the governing authority for the City of Mandeville, authorizes and directs the Mayor to execute and submit the “Expedited Temporary Housing Assistance Waiver of Land Use/Permitting Form” opting into the expedited temporary housing assistance program for 2023; and,

NOW THEREFORE BE IT RESOLVED that the City of Mandeville Mayor be authorized and directed to execute and submit to the Governor’s Office of Homeland Security and Emergency Preparedness a “Expedited Temporary Housing Assistance Waiver of Land Use/Permitting Form” in the accordance with Louisiana Revised Statutes 29:726(F)(3)(b)(iii)(aa) and LA. R.S. 726(F)(4) (Act 526, 2022).

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

AYES: 0

NAYS:0

ABSTENTIONS:0

ABSENT:0

and the resolution was declared adopted this __th day of September, 2023.

Kristine Scherer

Clerk of Council

Jason Zuckerman

Council Chairman



**Governor's Office of Homeland Security
and Emergency Preparedness**

**Temporary Housing and Shelter Assistance Program
Expedited Temporary Housing Assistance
Waiver of Land Use/Permitting Form**

This waiver of land use/permitting form addresses the requirement in the following statute:

La. R.S. 726(F)(3)(b)(iii)(aa):

The parish governing authority has submitted a certification to GOHSEP that the local governing authority will waive any land use regulation relative to permitting for mobile homes, recreational vehicles, and other temporary housing directly adjacent to the survivor's damaged dwelling to allow for expedited temporary housing assistance in the parish.

August 31, 2023		
Date		
L. Clay	Madden	Mayor
First Name	Last Name	Title of Authorized Official
cmadden@cityofmandeville.com	985-624-3138	
Email	Phone #	
City of Mandeville		
Local Governing Authority Name		
3101 E. Causeway Approach		
Mailing Address		
Mandeville	LA	70448
City	State	Zip
St. Tammany Parish		
Parish Location		

** Parishes and municipalities shall be given the opportunity to change the selection regarding the waiver each year.*

Opt In to allow for expedited temporary housing assistance:

In accordance with La. R.S. 726(F)(3)(b)(iii)(aa) and La. R.S. 726(F)(4) (Act 526, 2022), I hereby certify, as the governing authority for the above listed parish/municipality, to **waive any land use regulations** relative to permitting for the temporary placement and occupancy of mobile homes, recreational vehicles (RV's), and/or other temporary housing directly adjacent to the disaster survivor's damaged dwelling to allow for expedited temporary housing assistance in parish/municipality referenced above.

Opt Out of allowing for expedited temporary housing assistance:

In accordance with La. R.S. 726(F)(3)(b)(iii)(aa) and La. R.S. 726(F)(4) (Act 526, 2022), I hereby certify, as the governing authority for the above listed parish/municipality, to **opt out of waiving any land use regulations** relative to permitting for the temporary placement and occupancy of mobile homes, recreational vehicles (RV's), and/or other temporary housing directly adjacent to the disaster survivor's damaged dwelling to allow for expedited temporary housing assistance in parish/municipality referenced above.

Signature of Authorized Official